

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

1. Complaint No. CC006000000120969

Mr. Dinesh Jain R Anr Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

Along with

2. Complaint No. CC006000000120970

Mr. Chandra Shekhar Kotian Complainant
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

Along with

3. Complaint No. CC006000000120971

Mr. Maniben R. Rathod & Anr Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

Along with

4. Complaint No. CC006000000120972

Mrs. Priyanka V. Samant & Anr Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

Along with

5. Complaint No. CC006000000120973

Mrs. Aruna R. Adagatla & Anr Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

Along with

6. Complaint No. CC006000000120974

Mr. Vivek .S Malvankar & 2 Ors Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

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Along with
7. Complaint No. CC006000000120975

Mr. Aaditya A. Walawalkar & Anr Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents

Along with
8. Complaint No. CC006000000120977

Mrs. Lata T. Salian & 3 Ors Complainants
Versus
M/s. Sanghavi Premises Pvt Ltd & Anr. Respondents
Project Registration No. **P51800003858**

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

Adv. Vishal Chavan appeared for the complainants.

Adv. Ulka Khandekar appeared for the respondent No. 1 promoter.

ORDER

(10th December, 2019)

1. The complainants have filed these eight separate complaints seeking directions to the respondents to handover possession of the flats with occupancy certificate and also to pay interest for the delayed possession under section-18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "the RERA") in respect of booking of their flats in the respondents' project known as "**Sanghavi Solitaire**" bearing MahaRERA registration No. P51800003858 at Borivli, Mumbai.
2. These complaints have been filed with respect to the same project and hence, the same were clubbed together and finally heard today. During the hearings, the complainants have argued that they had booked their respective flats in the respondents and the registered agreements for sale were also executed between both the parties in the year 2017 and 2018. According to the said agreements for sale, the respondents were liable to hand over possession of the said flats to the complainants between the year June, 2018 & December, 2018.

3. Though the complainants have paid substantial amount towards the consideration amount, the respondents have not handed over the possession of the said flats to the complainants till date. Now the respondents have obtained part occupancy certificate in the month of October, 2019 and offered possession of the flats to the complainants. But, they are being asked to sign the declaration cum no objection that they will not claim anything in future. Hence, the complainants have filed these complaints seeking possession of their flats along with the interest for the delayed possession under section -18 of the RERA.
4. The respondents disputed the claim of the complainants and argued that the project had completed on site. However, due to one litigation filed by Mr. Patel with respect to the tribal land, wherein the status quo order was passed due to which, the SRA being the competent authority, issued **Stop Work** Notice to them in the month of July, 2019. Thereafter they filed Writ petition before the Hon'ble High Court at Bombay and got it set aside. They again applied for occupancy certificate and got it in the month of October, 2019. Hence, there is no intentional delay on the part of the respondents and the project got delayed mainly due to the reason cited above. The respondent No. 1, therefore, denied the claim of the complainants for interest under section-18 of the RERA and further requested for dismissal of these complaints.
5. The MahaRERA has examined the arguments advanced by both the parties as well as the records. In the present case, admittedly, there are registered agreements for sale executed between the complainants / allottees and the respondents / promoters in which different dates of possession were mentioned between June 2018 and December, 2018. However, till date, the possession is not given to the complainants, though substantial amount has been paid by them. It shows that the respondents have violated the provisions of section-18 of the RERA. To justify the case, the respondents/promoters have argued that the project got delayed due to status quo order

passed in litigation filed by one Mr. Patel, the SRA had issued stop work notice and hence, they could not apply for occupancy certificate within the stipulated period of time and the project got delayed.

6. The reason cited by the respondents cannot be accepted at this stage as the same are not covered under the force majeure clause. Moreover, it appears from the record that the stop work notice was issued by the SRA in the month of July, 2019, which is after the lapse of date of possession mentioned in the agreements for sale executed with the complainants i.e. December, 2018. The respondents/promoters have not given any plausible reasons for the alleged delay as the same are lame excuses stated by the respondents. There is no fault on the part of the complainants who have put their hard earned money for booking of the said flats in the respondents' project.
7. In view of above facts and discussion, the respondents/promoters are directed to hand over possession of the flats to the complainants within a period of 15 days from the date of this order without putting any unreasonable conditions.
8. The respondents/promoters are also directed pay interest to the complainants from date of possessions mentioned in their respective agreement for sale executed till the date of occupancy certificate at the rate of Marginal Cost Lending Rate (MCLR) of State Bank of India (SBI) plus 2% as prescribed under the provisions of Section-18 of the RERA.
9. With these directions, all 8 complaints stand disposed of.



(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA