

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

Virtual Hearing held through video conference as per  
MahaRERA Circular No.: 27/2020

**COMPLAINT NO. CC004000000060582**  
SUNIL INDAL PATHEKAR ...COMPLAINANT/S

VS

P.N.B. CONSTRUCTION COMPANY ...RESPONDENT/S

**MAHARERA PROJECT REGISTRATION NO. P50500012815**

**Order**

**October 16<sup>th</sup>, 2025**

*(Date of hearing- 11.06.2025. Matters were reserved for order from 09.06.2025)*

**Coram: Manoj Saunik, Chairperson, MahaRERA**

Complainants: Advocate Punam D. Pisurde

Respondent: Absent

1. The complainant is a home buyers and allottee within the meaning of Section 2 (d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act") of Real Estate Regulatory Authority (hereinafter referred to as the "RERA") and the respondent is the promoter within the meaning of Section 2 (zk) of the said Act. The respondent is registered as the promoter of the project namely "**METRO SQUARE**" under section 5 of the said Act bearing MahaRERA Project Registration No. **P50500012815** (hereinafter referred to as the "said Project").
2. On the MahaRERA Project registration webpage the proposed completion date of the said Project is mentioned as 31.12.2019, revised proposed completion date is mentioned as 30.06.2021. The project has received part-occupancy certificate dated 23.12.2021 issued by Maharashtra Industrial Development Corporation.

3. The complainant is seeking the following reliefs:

| COMPLAINT NOS. /<br>DATE OF FILING         | RELIEF SOUGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CC004000000060582</b><br><br>01.01.2024 | <i>a) Direct to execute sale deed and deliver the possession of the shop along with the promised amenities and also direct the opposite parties to pay interest on the earnest amounts paid @24% p.a. from the date of payment till possession of the shop b) Grant Rs. 5,00,000/- towards mental pain, agony, harassment suffered by the complainant c) Grant Rs. 20,000/- towards litigation charges, including Xerox, typing etc. d) Grant additional compensation e) Saddle the cost of this proceeding against the opponent f) Allow this complaint and Grant any other relief which this Hon'ble Forum deems fit and proper to the complainant, in interest of justice.</i> |

4. The parties were heard on 11.06.2025 listed at Sr. No. 15, wherein, the following Roznama was recorded:

*"The respondent is absent for the third consecutive time. In view thereof, the Authority proceeds ex-parte. Matter is reserved for order."*

5. Brief submissions of the complainant are as follows:

- A. The complainant entered into an Agreement for Sale with the respondent/promoter to purchase Shop No. 11, situated on the ground floor of Metro Square building.
- B. The complainant/allottee has paid a sum of Rs.23,10,000/- being about 92% of the total consideration.
- C. As per the Agreement, possession was to be delivered after obtaining the Occupancy/Completion Certificate and on payment of the balance ₹1,90,000/- towards the consideration of the subject flat.
- D. Despite repeated requests, the respondent/promoter has failed to execute the Sale Deed and hand over possession of the said shop.
- E. Even after lapse of more than two years from the date of Agreement, possession has not been delivered nor conveyance completed/registered.
- F. The respondent/promoter's failure amounts to clear deficiency in service and reflects malafide conduct.

- G. The respondent/promoter has not complied with its promise of delivering possession as per the terms of the Agreement.
- H. Thus, the complainant is seeking execution of sale deed, grant of interest with compensation.
6. The respondent/promoter has remained absent during the course of hearings and has failed to file any written statement or submissions in defense. Hence, the matter is proceeded ex-parte.
7. Brief facts of the complaint are as follows:

| COMPLAINT<br>NUMBER/D<br>ATE OF<br>FILING | SHOP<br>NO.                                 | DATE OF<br>AFS | POSSESSI<br>ON AS<br>PER AFS                                                                             | TOTAL<br>CONSIDER<br>ATION | TOTAL<br>AMOUNT<br>PAID | RELIEFS<br>SOUGHT                                              |
|-------------------------------------------|---------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------|----------------------------|-------------------------|----------------------------------------------------------------|
| CC0040000000<br>60582<br>01.01.2024       | 11,<br>Ground<br>Floor+<br>Parking<br>Space | 29.07.2021     | Not<br>specified in<br>AFS<br>31.12.2019<br>(As per date<br>of<br>completion<br>mentioned<br>in website) | 25,00,000/-                | 23,00,000/-             | Execution of<br>Sale Deed with<br>interest and<br>compensation |

8. From the facts and submissions of the complainant, the issue before this authority for adjudication is *whether the complainant is entitled to the reliefs sought under the provisions of the Act?*
9. Before answering the issue framed in para-8 herein above, the following observations are noteworthy:
- A. It is observed that while the Agreement for Sale was executed between the complainant/allottee and the respondent/promoter, the respondent/promoter has failed to execute the conveyance and discharge obligations arising therefrom. Even after obtaining the occupancy certificate,

- the respondent/promoter has neither intimated the allottee nor offered possession of the subject flat, which is contrary to the terms of the agreement.
- B. It is pertinent to note the chronology of events. The Agreement for Sale between the parties was executed on 29.07.2021 for valuable consideration. However, the said agreement does not stipulate any specific date for handing over possession of the premises. The MahaRERA website records the proposed date of completion as 31.12.2019, whereas the project has received the occupancy certificate on 23.12.2021. The present complaint has been filed on 01.01.2024, i.e., much after the grant of the occupancy certificate. This sequence of events indicates that the grievance raised by the complainant appears to be an afterthought. Section 18 clearly does not contemplate an afterthought and relief under the same cannot be claimed at any point in time.
- C. However, as per the agreement for sale *vide* clause 7.1 and 7.3 it is observed that upon obtaining the completion/occupancy certificate and subject to payment by the purchaser, the developer shall offer possession within 15 days, indemnify the purchaser for any default, and the purchaser shall pay maintenance charges as determined; further, the purchaser shall not occupy the shop without prior written permission of the developer, failing which the purchaser would be treated as a trespasser.
- D. It is observed that the respondents have not placed on record any possession letter issued to the complainants/allottees, nor have they produced any material to show default or non-compliance on the part of the complainants. Therefore, the parties are bound by the terms of the registered agreement for sale, and it is the responsibility of the respondent/promoter to execute the said agreement and hand over lawful possession of the flat/shop to the complainants/allottees in accordance with the agreed terms and conditions.

10. Therefore, it is observed that the complaint, as filed, does not attract the applicability of Section 18 of the Act and the complainants/allottees are not entitled to the reliefs claimed thereunder. However, in view of the terms of the agreement, the respondent/promoter remains liable to hand over possession of the subject flat in accordance with the agreement. Accordingly, the issue framed at para-7 stands answered.

### **FINAL ORDER**

11. Therefore, with due consideration to the aforementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:
- A. The complaint is dismissed with direction to the respondent/promoter to deliver possession of the subject premises to the complainant/allottee, in accordance with the terms of the agreement, within 30 days from the date of this order. Further, all others reliefs claimed by the complainant stand rejected, save and except, the relief of conveyance as per the terms of the agreement.
  - B. The complainant/allottee is directed to pay the balance consideration amount to the respondent/promoter in accordance with the terms of the Agreement.
  - C. In case the respondent does not comply with this order the complainant is at liberty file an application for non compliance before the Adjudicating Officer of this Authority.
  - D. No order as to costs.

MANOJ  
SAUNIK

Digitally signed by  
MANOJ SAUNIK  
Date: 2025.10.16  
17:52:07 +05'30'

**Manoj Saunik,**  
**Chairperson, MahaRERA**