

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

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

Complaint No. CC006000000195993

1. ADITYA ROYAL PRE COMMITTEE MEMBERS
2. MAHENDRA SALUNKE
3. SHARAD CHAVAN
4. AJITKUMAR NALAWADE
5. SAGAR SAPKAL
6. POPAT SHELKE
7. RUPESH S. SONAWANE
8. SHANKAR TOGI
9. VINAYAK S. KHONDGE
10. VINIT SHING
11. KUSHAL JAGDISH PRASAD RANA ...COMPLAINANTS

Vs

1. PRASHANT ADITYA SHUKLA
2. DILIP SHUKLA ...RESPONDENTS

MahaRERA Project Registration No. P51700009847

FINAL ORDER

30.01.2026

(Date of Hearing: 13.01.2025)

Coram: Shri. Ravindra Deshpande, Member-II, MahaRERA

Adv. Pooja Gaikwad for the Complainants

Adv. Janhavi Mudrale for Respondents

1. The Complainants have filed the present complaint on 20.11.2021 seeking directions against the Respondents to get the OC immediately and complete the formalities of society formation and handover of the same, to complete the project with all the amenities and resolve the issues as mentioned in the complaint, to fix all the issues related to the leakage, seepage and other defects including the lifts, water, power backup, incomplete amenities, common facilities, property tax,

parking, compound fencing and plaster, entrance and name plates, bore well and other issues.

2. The brief facts of the complaint are as follows:-
3. The Complainants are the Association of Allottees under the project "Aditya Royal" registered under the MahaRERA Registration No. **P51700009847** (hereinafter referred to as the "**said project**") developed by the Respondents. The Complainants are the Association of Allottees within the meaning of Section 2(zg) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**said Act**") which includes an Association of persons or a Body of individuals whether incorporated or not, and the Respondent is the Promoter/Developer within the meaning of Section 2(zk) of the said Act.
4. The Complainant are 15 Allottees that are part of this Association who came together to file the present complaint against the Respondents for the issues mentioned in the complaint.
5. The Respondent launched the said project, consisting of three wings with no floors (sanctioned) in each wing. As per the MahaRERA Certificate, the said project's validity was from 22.08.2017 to 30.06.2018. The Respondent got building Construction Permission from the concerned Authority on 12.03.2014.
6. Thereafter, the Respondent started booking of the flats and registering the Agreements for Sale from 2015-2016 onwards. The Respondent deliberately failed to mention any possession date in the said Agreement for Sale, whereas, while executing the Agreement for Sale and booking the flats, the flat buyers were promised to hand over the possession of their respective flats in the years 2017-2018. But, failed to hand over possession on the agreed date.
7. After the lapse of the possession date, the allottees started inquiring with the Respondents about the delayed possession and handover of their respective flats. But the Respondents kept on making false assurances and several reasons for getting the said project delayed, and asked the allottees to wait for some more time so that he could at least hand over the soft possessions to the allottees. Later, the Respondents completed the said project and got the Completion Certificate issued by the Architect on 01.05.2019.
8. The Respondent started handing the soft possessions to the Allottees by issuing

possession letters so that the Allottees could complete the furniture work and in the meantime, it was promised that the Respondents would get the OC, complete the remaining work and amenities and get the necessary approvals. Allottees, agreeing to the same, took soft possession of their respective flats. Several amenities that were mentioned in the Agreement and Brochure published by the Respondents at the time of booking of the flats were incomplete.

9. In the possession letters issued by the Respondents, it was mentioned that they would get the Electricity Meter, Society Formation, and Completion Certificate soon. But, failed to complete the same even on the date of complaint.
10. Most of the Allottees took possession of their respective flats, trusting the Respondents that they would complete all the pending work and get the OC for the said project. But for more than 2 years, the Respondents kept on making false promises and giving fake assurances to the Allottees that he was in the process of getting the OC and completing the amenities and basic work that was pending at the time of the handover of the possession. The Allottees started following up with the Respondents in all possible ways either through telephonic conversation, sending messages, mail, or personal meetings but the Respondents failed to complete the work and get the OC for the reasons best known to him.
11. As no option was left, the Complainants started writing letters to the various Authorities about the default of the Respondent. The Complainants were facing issues with water, electricity, drainage systems, water proofing, the installation of lifts, an incomplete club house, the road from the building to the main road, etc. Therefore, the Complainants wrote a letter to the Ambarnath Police Station and Ambarnath Nagar Parishad on 23.01.2021, and 28.01.2021 complaining about the incomplete amenities and basic issues faced by the allottees on a day-to-day basis.
12. The Respondents appeared before the Maharashtra Navnirman Sena office on 02.07.2021, where he gave an undertaking on Rs. 100/- stamp paper stating that within a period of 1 month from 02.07.2021, i.e., by 03.08.2021, the Respondent shall get the OC for all the wings, install the fire fighting system, replace the old lifts with new lifts, arrange the drinking water, complete the club house work, pay the outstanding light bills, property tax and water bills, repair the CCTV cameras, repair the broken pipes, complete the garden work, and repair all the internal issues of the flat buyers. The Respondent gave this undertaking in the presence of

10 Homebuyers and promised them. But even after giving this commitment, the Respondent failed to comply with it.

13. The Complainants wrote letters to the Police Commissioner of Thane, Police Commissioner of Ulhasnagar, Thane Collector Office as on 08.02.2021 regarding the pending issues like incomplete Club House with amenities like steam bath, indoor games, power backup/generator for lifts, and fencing to the compound wall. GST receipts were not allotted to the Allottees, stilt parking was not allotted to some of the members, no receipt is given towards the collection of the Development charges. No proper arrangement for building security, no kitchen trolleys are fixed in C wing, bedroom door keys are not provided, low quality sliding windows are installed in the rooms, low quality water taps are installed leading to the water leakage, primer is used instead of immersion paint, poor quality flooring is done, letterbox and name plates are not provided, CCTV is not installed, Allottees have to arrange drinking water by spending Rs. 200/- per day. society is not formed till the date.
14. The Respondents were called by these Authorities, but the Respondents failed to appear and resolve these issues. So, the Allottees are suffering on a day -to day basis from 2019 onwards. These are the major issues that the Allottees are facing. but the Respondents are not keen to solve these issues even after 5 years of handing over the soft possession of the apartment. The Respondents have defaulted under Sections 11, 12 and 17 of the said Act and mentioned list of incomplete work as mentioned in Exhibit M to the complaint.
15. The Respondent provided possession letters to about 30% of flat owners but firefighting work was not done in the A wing. About 80% of the firefighting work was done but a fire alarm system was not installed in A wing whereas in B wing and C wing all firefighting work is pending.
16. As per plan, there are two lifts in each building (A, B, and C wings), but the Respondent installed only one lift in each building, which was not working properly. Some of the lifts also have electric shocks. Remaining one lift of each wing (Total Nos. 03) lift installation is pending. Occupation Certificate and all other work are pending.
17. The Respondent did not agree to form a society after receiving a RERA notice. But

owners collected an amount about Rs. Three Lakhs and a Non-Co Operative society was formed in April 2022. But to date, share certificate and nomination forms are pending.

18. The said project took about 5 years. No property tax has been received by any one of the owners, hence, if the Municipal Corporation proposes to impose tax and to make liable the allottees to pay all five years of property tax, that would be an illegal tax which the Allottees would be liable to pay. The Complainants needed clarity on this from the Respondents because they are responsible for delaying the said project. At the time of the flat sale, the promoter proposed that he would provide the following things in the common amenities: such as Well-equipped Clubhouse, Gymnasium, steam bath, the structural work on the clubhouse has only been completed for two slabs: the other work is still incomplete.
19. For water line connections, flat owners collected their own contributions, and 15 new water connections were installed in the society. However, the Respondents paid Rs. 4.75 Lakhs during this time to the flat owners, but the Respondents also installed an illegal water meter in the water line: hence, the water supply department fined the society about Rs. 6.5 Lakhs. Hence, owners paid Rs 8.75 Lakh.
20. Covered Car parking was proposed during sale time, but the Respondents failed to provide the same. Although both the Respondent and the landowners have 50% stilt parking in the complex, the Respondents sold all of his parking, and the Landowner locked and chained his parking. The Respondents need to clarify because at first he suggested free parking.
21. The Respondents have deliberately failed to comply with the obligations he has to fulfill as directed under the said Act and also made the false promises and advertisement and violated the section 12 of the said Act. The Respondent gave soft possessions to the allottees under the promise to get the full OC immediately but even after 4 years, the Respondent could not get the OC. The Complainants have tried everything and wrote letters to everyone, but it didn't work out. Therefore, this complaint is filed by the Complainant.
22. On 24.01.2024, when the matter was listed before this Authority, Complainants were represented through an Advocate and the Respondent No. 1 had appeared

in person and it was recorded in the Roznama that the Respondent had not filed the reply and that the Respondent had submitted that within one month, the Promoter would complete the pending work of the said project and requested that the time may be granted to file reply. Time till 07.02.2024 was granted to the Respondent to file a reply thereafter one week's time i.e. 14.02.2024 was granted to the Complainant to file rejoinder and written submissions, if any. Thereafter, the matter was listed on 16.04.2024, when the Respondents again requested 2 weeks to file reply hence time till 30.04.2024 was granted as a last chance subject to cost of Rs. 2000/- payable to the Complainant. Subsequently, the matter was listed on 02.07.2024 and once again sought 2 weeks' time to upload reply to the complaint. On the said date, it was recorded that the Respondent has not paid the said cost and the Respondent was asking more time to file reply. Considering the fact that Respondent has not paid the earlier cost upon which the time was granted to file reply and also that the Respondent has not uploaded the reply, the request of Respondent to grant further time was rejected and the matter was proceeded ex-parte against the Respondents. Pursuant thereafter, the matter was listed on 07.11.2024, when it was recorded that the Respondent neither uploaded the reply till 07.11.2024 though time was granted to the Respondent by imposing cost nor paid the cost. Hence, the matter was proceeded ex-parte against the Respondent and the matter was adjourned to 25.11.2024. On 25.11.2024, it was recorded that Advocate for the Respondents submitted that the Respondent has submitted hard copy of the reply and application for setting aside ex-parte order at MahaRERA BKC Office on 22.11.2024. Till 25.11.2024, this Authority hadn't received any copy of application to set aside ex-parte order nor reply submitted by the Respondents. Considering the same, this matter was adjourned to 13.01.2025.

23. The matter was lastly listed on 13.01.2025, when the Complainants were represented through an advocate and the Respondents were represented through an advocate. It was recorded in Roznama that the Complainants submitted that in 2014, the Respondents received construction permission. In 2019, soft possession was handed over to allottees without OC. There were multiple works pending in the said project to be completed by the Respondents and the list was annexed as exhibit M to the complaint. There were other communications also annexed in Exhibit I to the complaint, where, the Respondents have undertaken to complete

the pending work by 2021. There is a brochure annexed as Exhibit E showing the amenities. Exhibit F is a possession letter given to one of the allottees where the Respondents had assured to complete the pending work at the time of giving possession from 2019 to 2021. The Respondent has failed to complete the pending work and got the OC, to convey and hand over the society to allottees and pay the necessary government taxes including property taxes and water bills. Adv. for the Respondents submitted that she would file written notes of arguments. Considering the same, time till 29.01.2025 was granted to both the parties to file their written notes of arguments on the MahaRERA website. Thereafter, the matter was directed to be reserved for order.

24. It is seen that the Respondents have uploaded the reply on 06.11.2024 alongwith application for setting aside ex-parte order dated 02.07.2024, on 06.11.2024 at 07.11 pm. However, the Respondents have failed to produce any documentary proof showing that the cost imposed on the Respondents amounting to Rs. 2,000/- has been paid by the Respondent to the Complainant, as a result, this Authority shall not entertain the reply of the Respondent as this Authority had imposed cost on the Respondents vide Roznama dated 16.04.2024 and had granted time to file reply till 30.04.2024 as a last chance subject to payment of cost of Rs. 2,000/- to the Complainant.
25. The Complainants have uploaded Written Arguments on 24.11.2024, wherein mainly, the Complainants have repeated and reiterated the contents of their complaint, hence, the same are not repeated herein for the sake of brevity. The brief arguments of the Complainants are as follows:-
26. The list of the pending works as mentioned by the Complainants are as follows:-
 - (a) Fire fighting system is not installed
 - (b) Occupation Certificate has not received for the project, land conveyance and transfer is pending
 - (c) Even after collecting society formation charges, the Respondent has failed to form the society.
 - (d) Property tax payable by the builder has not been paid nor any clarification about the same is provided to the allottees.
 - (e) Common facilities and amenities mentioned in brochure given by the builder which is annexed at Exhibit "E" of the complaint are still incomplete.
 - (f) Adequate water supply and covered parking space is not provided as promised by the Respondent.
 - (g) Entrance and name plates work is still incomplete.
 - (h) Borewell are not working
 - (i) Compound fencing and plaster

work is incomplete (j) Power Backup to lifts and complex, Club House & Gymnasium, Indoor Games, Children Play Area, Garden work is incomplete.

27. The present complaint was filed by the Complainants on 20.11.2021 and it's been 3 years even after filing the said complaint. The Respondent has deliberately failed to comply with any of the pending work and to get the Occupation Certificate for the said project where the Complainants are residing.
28. The Respondents filed its written arguments on 28.01.2025. The brief arguments of the Respondents are as follows:-
29. The Complainants failed to provide consideration as per the payment schedule which is agreed by both. Therefore, Respondent completed the said project with his own cost and offered fit out possession in the year of 2019 to the allottees. The Respondents promised to complete the remaining work within one year.
30. In the year of 2020, the Government of India declared lockdown due to the widespread pandemic of COVID 19. Therefore, Respondent was unable to complete the construction of the said project. It may be noted that, thereafter, Respondent tried to complete the said project. But due to delay in the work, allottee failed to co-operate with the Respondents. Allottee tried to create various obstacles for the Respondents. Still the Respondents tried to complete remaining work with his own cost.
31. Some of the allottees took advantage of the Respondents' situation and occupied the stilt parking without paying a rupees towards the same. The Respondents suffered from financial difficulties as well as personal difficulties. Some allottees threatened Respondent's staff person and manhandled under the influence of alcohol. Some of allottees tried to trespass in the Respondents' office during lockdown.
32. The Respondents received multiple death threats in the year of 2019. Hence, the Respondent registered complaint in the Police Station, Ambernath on 05.09.2019. According to Anti Extortion cell, Thane it was not safe for Respondents to travel freely.
33. The Respondents have agreed to complete the Remaining work. Recently, in the meeting with some allottees, it was discussed that, if the Respondents get peaceful and free access to enter the premises, then Respondents would complete each and

every work within 6 months.

34. If the Complainants co-operate with the Respondents, then the Respondents agree to complete the said project and would receive Occupancy Certificate from Competent Authority.
35. The Complainants failed to provide letter of Association as per the said act. The Respondents in the present case i.e. "Aditya Royal Pre Committee Members" is neither registered under any law for the time being in force nor it has produced any Certificate of Registration under any law for the time being in force while serving the copy of the complaint on Respondents. The said "Aditya Royal Pre Committee Members" being entity not registered under any law for the time being in force, is not existent in the eyes of law.
36. The complaint filed is the gross violation of Section 31 of the said Act and the Complainant in the complaint is not "aggrieved person" as provided under Section 31 of the said Act and hence had no locus to file the complaint.
37. The said "Aditya Royal Pre Committee Members" claims to represent all the Allottees of the said project against which the complaint was filed, but fails to provide list of its members in spite of expressly mentioning so in the Point "Details of Claim" in the format "Form A" in which the complaint was filed. Further, there is no evidence on record submitted by the Complainant at the time of filing complaint that all the Allottees of the said project against which the present complaint is filed have given their consent to file this complaint.
38. The Complainants are neither Authorized Representative of the allottees in the said project against which the present complaint is filed nor they have been duly elected after conducting due procedure of the election or any other such procedure required by the law for the time being in force.
39. The complaint had been filed by the very few people having personal grudges and with pure intent to mentally harass and blackmail the Respondents. Act of allowing the complaint is a gross violation of the provisions of Section 31 of the said Act and will open the flood gates of the complaints for the groups with malafide intentions who may self-proclaim themselves as a leader or representative of the other innocent allottees without getting registered themselves under any statute law for the time being in force eventually resulting

detrimental to the larger interest of the industry which shall badly effect allottees too.

40. The Respondent completed the said project and handed over the fit out possession in the year of 2019. In the year of 2019, the construction of lift, and other work was pending, hence, the Respondents were unable to receive Occupancy Certificate. The Respondent tried to complete the said project, but the Complainants failed to co-operate with the Respondent. The Complainants tried to create obstacles for the Respondents. The Respondent is agreeing to complete the remaining work and would receive OC if the Complainants co-operate with the Respondents.
41. The Respondents handed over fit out possession to the Complainants in the year of 2019. Due to the above-mentioned circumstance and obstacles made by the Complainants, the Respondent failed to receive Occupancy Certificate till today.
42. The Complainants tried to create political pressure to the Respondent. Hence, the Complainants invited Respondent in the office of Maharashtra Navnirman Sena and pressurized the Respondent in signing the document which is printed on Rs. 100/- Stamp Paper.
43. The Complainants have uploaded the additional written arguments on 05.02.2025, wherein, mostly the contents of the complaint and written arguments were repeated and reiterated, hence, the same are not repeated herein. The brief of additional written arguments are as follows:-
44. The Respondents have developed several projects and the status of those projects are as below: a. Aditya Vikas - No Occupancy Certificate (OC). b. Aditya Villa - No Occupancy Certificate (OC). c. Aditya Nishant - Incomplete Construction. RERA Complaint No: CC00600000019664. d. Aditya Nidhi - Ongoing Construction. These facts clearly show the Respondent's ongoing non-compliance with respect to providing basic amenities and the completion of the construction, which has resulted in prolonged delays and the lack of an OC. This shows that the Respondent is habitual of these acts of not completing the projects with all the compliances and leaving behind the allottees to suffer.
45. The complaint was filed by the Complainant on 20.11.2021, Respondent received death threats in 2019. The matter was first listed for hearing on 28.03.2022, but the Respondent failed to appear, leading to the matter being listed for regular hearing.

The proceedings before this Authority during the COVID-19 pandemic have been conducted online since then, and the matter was finally listed for regular hearing on 24.01.2024. At this point, the Respondent appeared in person and was directed to file a reply by 07.02.2024, and the matter was re-listed for hearing on 14.02.2024.

46. The Respondent's repeated non-compliance with Authority orders and failure to appear through legal representation, despite being given ample opportunities, clearly demonstrates his lack of interest in addressing the issues raised in the complaint. The Respondent was granted multiple fair opportunities to appoint an advocate and comply with procedural requirements, yet it failed to do so. The Respondent's failure to fulfill his commitments made before the authority on 24.01.2024, where it assured the Authority that the work would be completed within one month, further evidences his habitual negligence and dishonesty in dealing with this matter. An ex-parte order was passed after the Respondent's continuous failure to comply with the Authority's directions and his failure to appear through legal representation.
47. The Respondent's assertion that the Complainants have not supported or denied access to the premises is false and baseless. The Complainants have been diligent in following up and ensuring that all necessary work is completed, but the Respondent has consistently failed to respond. Therefore, the Respondent's claim that the Complainants were not cooperating is devoid of merit and should be rejected outright.
48. The Respondent's failure to complete the project and provide the necessary amenities to the Complainants despite the Complainants having paid the consideration amount and development charge is unacceptable. The Respondent's failure to meet deadlines and his repeated promises to complete the work, which it now claims to be able to finish within six months, reflect its complete disregard for his obligations and the rights of the Complainants.
49. The Respondent falsely claims that the Allottee has been obstructing the progress of the construction. In reality, the Respondent has been absent from the project site since 2018, with their mobile number being uncontactable, leaving the Allottee with no means of communication. Despite multiple attempts, the Respondent failed to take any action towards the completion of the construction. Consequently, the Allottee had no option but to file the complaint in 2021. The Respondent's

assertion that work was stopped due to non-payment from the Allottee is unfounded. The fact is that the Respondent failed to pay the vendors for the ongoing construction work, including the clubhouse-style work. The non-payment from the Respondent's side caused the vendors to cease the work.

50. The Respondent alleges that reminders for payments were sent to the Allottee. However, no such evidence has been provided to support this claim. The Respondent is unable to furnish any notice or reminder to the Allottee as per their assertions. Furthermore, the Defaulter List of Allottees has not been annexed, which is required for verification.
51. The Respondent's claim regarding the Allottee occupying the stilt parking without payment is incorrect. In fact, the stilt parking spaces were sold by the builder, and the remaining parking spots (16) are currently claimed by the landowner. The Allottee has not occupied any parking space without fulfilling the necessary payments.
52. The Respondent claims financial difficulties. However, the fact remains that construction work is actively ongoing at the Aditya Nidhi Project (RERA Number: P51700045522) in front of Aditya Royal, which disproves the claim of financial distress. The Respondents continue to have active financial engagements with other projects. The claim that the Allottee is unknown to the Respondent is entirely false. The Allottee has consistently followed up on the pending work and communicated the same to the Respondent. The Respondent's failure to respond or take action proves the lack of cooperation.
53. The Respondent falsely claims that the Allottee restricted access for completing the work. On the contrary, the Allottee has consistently communicated their availability and has offered the Respondent full access to the premises at all times to complete the pending construction work. No restrictions or hindrances have been placed by the Allottee.
54. The Respondent is misleading the Authority by alleging that the Society was not formed. The truth is that the Respondent failed to form the Society even after receiving a RERA notice. However, the Society has now been legally formed as per the details provided in Reg No: TNA/AMB/HSG(TC)/35608/2023-2024. The Respondent refused to cooperate and continues to evade the formation of the

Society.

55. The Respondent alleges that the complaint was filed after the proposed possession date. However, the Allottee's complaint was submitted in accordance with the prescribed timelines, and any delay or non-completion of the work lies solely with the Respondent.
56. The Respondent, in front of the authorities, has repeatedly committed in writing, including on stamp paper, to complete the pending work within 1 month. However, the Respondent has not kept this promise, despite the Allottee's consistent follow-up. The Respondent's false assurances and failure to complete the work further highlight their neglect.
57. The allegations regarding the police station registration and stamp are irrelevant and do not provide any new evidence to the matter at hand. The Allottee has consistently cooperated, and the registration with the police is merely a procedural matter that does not absolve the Respondent of their contractual obligations.
58. The Respondents in its Reply and Written Arguments have agreed to complete the pending work within 6 months, which is a long period of time and is objected by the Complainant as they are suffering from a long time and request the directions from the Authority to ask the Respondent to complete the same in a period of 30 days and consider the previously submitted Written Arguments while passing the necessary orders as per the complaint filed by the Complainants.
59. Considering the pleading of the Complainants and arguments of the Respondents, the following points arise for my determination. My findings thereon are recorded as under for the reasons stated below:

REASONS

No.	Points	Findings
1	Whether the Complainants are entitled to the reliefs claimed under the complaint?	Partly affirmative
2	What Order?	As per final order.

60. It is the contention of the Complainant that there are various pending works to

be completed by the Respondents which are more particularly mentioned in the complaint and the written arguments of the Complainant and since the same were not completed, the Complainants being the Association of Persons of Allottees of the said project filed the present complaint seeking prayers in terms of Sections 11,12, and 17 of the said Act. The Respondents were given multiple directions to upload the reply, however, on each occasion, the Respondents failed to file their reply. As a result, on 16.04.2024, this Authority gave a last chance to the Respondents to upload their reply till 30.04.2024 by paying a cost of Rs. 2000/- to the Complainant and on 02.07.2024 proceeded ex-parte against the Respondents on account of failure of the Respondents to upload the reply and to pay cost to the Complainant as directed by this Authority on 16.04.2024. Thereafter, on 06.11.2024, the Respondents uploaded their reply alongwith an application for setting aside the ex-parte order dated 02.07.2024, however, the Respondents failed to provide any proof with regards to payment of cost imposed by this Authority and even the Complainants on multiple occasions denied having received the costs in the matter and hence, since the directions of this Authority are not complied with by the Respondents in its entirety, this Authority is proceeding to pass this order as if no reply is filed by the Respondents.

61. Having said that, in its written arguments, the Respondents have admitted to there being pending works to be carried out by the Respondents in the said project, which as per the Respondents could not be completed on account of obstacles created by the Complainants and also raised objection as to the locus of the Complainant as the same is not a registered Association of Persons and shown their willingness to complete all the pending works pertaining the said project and to obtain Occupation Certificate from the Concerned Authority.
62. This Authority has gone through the complaint filed by the Complainants wherein it is mentioned that the Complainants consist of 15 allottees of the said project, however, on perusal of the long title of the complaint, it is seen that only 11 allottees in total. May that be, Section 2(zg) of the said Act, does not make it mandatory for the Association of Persons to be registered. From the proceedings of the parties, it is observed that the said project has not yet received completion certificate from the Competent Authority though an Architect's Certificate (Form 4) dated 01.05.2019 showing completion of the said project has been uploaded on

the Project's webpage.

63. In the present complaint the Complainants have inter alia prayed for completion of pending works, society formation, conveyance of the said project etc. and mainly prayed for reliefs in terms of Section 11, 12, and 17 of the said Act. Hence, it is imperative that the relevant sections are perused.
64. Section 11 deals with functions and duties of promoter

"... (4) The promoter shall—

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

(b) be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;

(c) not relevant to the present case;

(d) not relevant to the present case;

(e) enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:

Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;

(f) execute a registered conveyance deed of the apartment, plot or building, as

the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;

(g) pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):

Provided that where any promoter fails to pay all or any of the outgoings collected by him from the allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person;

(h) not relevant to the present case;

(5) not relevant to the present case.

(6) not relevant to the present case"

65. By virtue of Section 11(4) of the said Act, it was incumbent on the Respondents to have maintain the said project, to obtain Occupation Certificate for the said project, to form a society within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project; to register the conveyance of common areas to the association of allottees as per Section 17 of the said Act and to pay all the outgoing until the physical possession of the project is transferred to association of allottees. In the present case, admittedly, the said project is not completed and has not received Occupation Certificate. Moreover, as per the said project's webpage, more than 50% of the flats in the said project have been sold by the Respondents and hence, it was necessary

for the Respondents to have initiated the steps for formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, however, the same has not been done by the Respondents. Furthermore, the Respondents were also required to pay outgoings pertaining the said project until and unless the physical possession of the said project was handed over to an association or society or co-operative society, which is also not done by the Respondents and hence, in the present case, the Respondents have violated the provisions of Section 11(4) of the said Act.

66. Thereafter, the Complainants have prayed for reliefs in terms of Section 12 of the said Act. Section 12 deals with Obligations of promoter regarding veracity of the advertisement or prospectus.

“Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act.”

67. In my opinion, the prayers in terms of Section 12 can be sought individually and not in common complaint as per Order No. 11 of 2019, hence, prayers in this behalf stands rejected.
68. Thereafter, the Complainants have prayed for reliefs in terms of Section 17 of the said Act. Section 17 deals with Transfer of Title.

“17. (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under

the local laws:

*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter **within three months from date of issue of occupancy certificate.***

(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:

*Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, the association of the allottees or the competent authority, as the case may be, **within thirty days after obtaining the occupancy certificate.***"

69. As per the said section, Conveyance Deed with respect to undivided proportionate title in common areas to the association of the allottees is required to be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate and necessary documents and plans including common areas to the association of the allottees within 30 days after obtaining Occupancy Certificate. In the present case, admittedly, Occupancy Certificate has not been obtained by the Respondents, hence, reliefs under this Section cannot be granted at this juncture.
70. Section 19(3) is also required to be perused and the same is reproduced hereinbelow, for ready reference:-

"(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (I) of sub-section (2) of section 4."

71. On perusal of the said section, it is observed that the association of allottees is entitled to claim possession of the common areas. In the present case, the Complainant No. 1 is the Association of Persons who alongwith other 10 allottees have filed the present complaint seeking directions against the Respondents to do all the pending works i.e. defects in common amenities which as per the contention of the Complainants the Respondents were notified by the Complainants on which

the Respondents had assured to complete. Even pendency of work is admitted by the Respondents in their written arguments. As per Section 11(4), the Respondents are required to complete the project and common areas being one of the functions of the Respondents, which has not been completed by the Respondent and as per Section 19(3) of the said Act, the Association of allottees are entitled to claim possession of the common areas. Even though Form 4 has been uploaded, the Occupation Certificate has not been obtained by the Respondents and hence, it is imperative that the Respondents be ordered to be complete the pending works with respect to common areas at the earliest and to obtain Occupation Certificate. In my opinion, the Complainants are entitled to the reliefs sought partly. Since, the Respondents have failed to complete common amenities of the said project and to obtain Occupancy Certificate, in my opinion, the Complainants are entitled to cost of the present complaint. Hence, I answer the point No. 1 partly in affirmative and proceed to pass the following order:-

ORDER

The complaint is allowed as follows:-

- a. The Respondents are directed to obtain the Occupation Certificate immediately and complete the formalities of society formation and handover the same.
- b. The Respondents are directed to complete the said project with all the amenities and resolve the issues more particularly mentioned in the present complaint within 60 days from the date of this order.
- c. The Respondents are directed to fix all the issues related to the leakage, seepage and other defects including the lifts, water, power backup, incomplete amenities, common facilities, property tax, parking, compound fencing and plaster, entrance and name plates, bore well and other issues as mentioned in Exhibit "M" of the complaint within 60 days from the date of this order.
- d. The Respondents are directed to pay cost of Rs. 20,000/- to the Complainants.

RAVINDRA
PADMAKARAO
DESHPANDE
(Ravindra Deshpande)
Member II, MahaRERA

Digitally signed by RAVINDRA
PADMAKARAO DESHPANDE
Date: 2026.01.30 13:46:26
+05'30'

Date: 30.01.2026