

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

1. Complaint No. CC006000000141000

Mr. Nilesh Sawant

.... Complainant

Versus

M/s. Mateshwari Realtors Pvt Ltd

..... Respondent

Project Registration No. **P51700010188**

Along with

2. Complaint No. CC006000000141001

Mr. Yogendra joshi

.... Complainant

Versus

M/s. Mateshwari Realtors Pvt Ltd

..... Respondent

Project Registration No. **P51700010188**

Along with

3. Complaint No. CC006000000141002

Mr. Shyam Pawar

.... Complainant

Versus

M/s. Mateshwari Realtors Pvt Ltd

..... Respondent

Project Registration No. **P51700010188**

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

Adv. Avinash Pawar appeared for the complainant.

CA Kirit Gada appeared for the respondent.

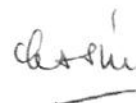
ORDER

(21st November, 2019)

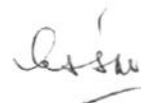
1. These three complaints have been filed by the allottees in the project registered with MahaRERA bearing No. P51700010188 known as **"Mateshwari Altura B & C wings"** at Dombivli, Dist Thane under Section-18 of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"). They are seeking directions from the MahaRERA to the respondent to pay interest for the delayed period of possession in respect of booking of their flats in the said project of the respondent and also possession of their respective flats with occupancy certificate.

[Signature]

2. These complaints have been filed with respect to the same project. Hence, the same were clubbed together and heard on several occasions and finally heard on 18-11-2019. During the hearings, both the parties appeared through their respective advocates/CA and made their submissions. However, after hearing the arguments of both the parties, the respondent was directed to file on record details of communication made with the complainants informing the delay in the said project. Accordingly, the respondent has submitted the details on 20-11-2019.
3. It is the case of the complainants that they had booked their respective flats in the respondent's project and the registered agreements for sale were also been executed between both the parties. According to the said agreements for sale, the respondent was liable to hand over possession of the said flats to the complainants on or before December, 2016 and in case of Complainant at Sr. No. 3 filed by Mr. Shyam Pawar, the date of possession is given as 31-12-2017. But, till date the respondent has not handed over the possession of the said flats to the complainants. The complainants have paid 80% to 90% amount to the respondent so far. Therefore, the complainants requested to grant relief under section-18 of the RERA, directing the respondent to pay interest for the delayed period of possession.
4. The respondent disputed the claims of the complainants and argued that there is no intentional delay on the part of the respondent for handing over possession of the said flat to the complainants. It further argued that the project has completed on site and it shall apply for occupancy certificate within a period of 2 months. The respondent further stated that the project got delayed mainly due to the litigations filed with respect to the ownership issues. Further, the complainants have delayed the payment towards the outstanding amount as per the terms of the agreements for sale. However, it has not charged any interest for the said delayed payment. Besides, it had intimated the reasons for the delay to the complainants and have also paid some compensation to the complainants amounting to Rs. 2,00,000/-. The respondent in their additional submissions stated that if any compensation has to be paid to the complainants, the same is applicable from 1st May, 2017. The respondent, therefore, 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 respondent / promoter in which the date of possession was mentioned as December, 2016 and December, 2017 and till date the possession is not given to the complainants, though 80% to 90% amount has been paid by them. It shows that the respondent has violated the provisions of section-18 of the RERA. To justify the case, the respondent has argued that the project got delayed due to litigation filed with respect to the ownership issue.
6. The reasons cited by the respondent cannot be accepted at this stage. The said reasons are not covered under the force majeure clause. 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 respondent's project. The respondent is, therefore, liable to pay interest to the complainants for delay in accordance with the provision of section-18 of the RERA.
7. In view of above facts and discussions, the respondent is directed to pay interest to the complainants from the date of possession in the agreements for sale till the actual date of possession 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. Since the project is nearing completion, the MahaRERA directs that the actual amount payable to the complainants towards the interest, shall be adjusted with the balance amount payable by the complainants, if any, and the same shall be paid at the time of possession. The MahaRERA further directs that if any compensation has already been paid to the complainants shall also be deducted from the total amount payable by the respondent towards the interest for the delayed period of possession.
8. With these directions, all the three complaints stand disposed of.



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

in

Complaint No. CC006000000141000

Complaint No. CC006000000141001

Complaint No. CC006000000141002

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

Non-Execution Applications

In

Complaint No. CC006000000141000

Nilesh Sawant.....Complainant

Versus

Mateshwari realtors pvt ltd Respondent

Along With

Complaint No. CC006000000141001

Yogendra Joshi.....Complainant

Versus

Mateshwari Realtors Pvt Ltd Respondent

Along With

Complaint No. CC006000000141002

Shyam Pawar Complainant

Versus

Mateshwari realtors pvt ltd Respondent

MahaRERA Project Registration No. P51700010188

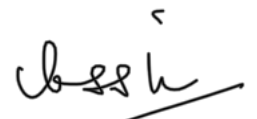
Coram: Dr. Vijay Satbir Singh, Hon'ble Member – I/MahaRERA

The complainants appeared in person.

None appeared for the respondent.

ORDER

(Wednesday, 22nd June 2022)



in

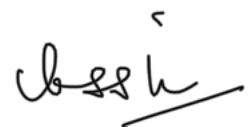
Complaint No. CC006000000141000

Complaint No. CC006000000141001

Complaint No. CC006000000141002

(Through Video Conferencing)

1. The complainants above named have filed these applications for non-execution of the final order dated 21-11-2019 passed by the MahaRERA in the aforesaid complaints filed with respect to the project registered by the respondent with MahaRERA. By the said order, the respondent was directed to pay interest for the delayed possession to the complainants from the dates of possession mentioned in the agreements for sale till the date of possession. It was further directed that the amount of interest payable by the respondent shall be adjusted with the outstanding dues payable by the complainants if any. It was further directed that the compensation if paid by the respondent to the complainants shall also be deducted from the interest amount payable by the respondent.
2. These applications were heard today as per the Standard Operating Procedure dated 12th June 2020 issued by MahaRERA for hearing of complaint through Video Conferencing. Both the parties have been issued prior intimation of the hearing. Accordingly, the complainants appeared for the hearing through their advocate and made the submissions. However, despite notice none appeared for the respondent. MahaRERA heard the submissions made by the complainants.
3. During the course of hearing, the complainants have stated that till



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Complaint No. CC006000000141000

Complaint No. CC006000000141001

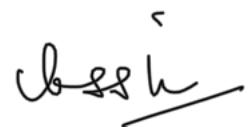
Complaint No. CC006000000141002

date the respondent has not complied with the said order and failed to pay interest to them. Hence, they prayed for appropriate order in these applications.

4. The MahaRERA has examined the submission made by the complainants and also perused the available record. On bare perusal of the record, particularly, the order dated 21-11-2019, it appears that these complaints were disposed of with following directions:

“In view of above facts and discussions, the respondent is directed to pay interest to the complainants from the date of possession in the agreements for sale till the actual date of possession 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. Since the project is nearing completion, the MahaRERA directs that the actual amount payable to the complainants towards the interest, shall be adjusted with the balance amount payable by the complainants, if any, and the same shall be paid at the time of possession. The MahaRERA further directs that if any compensation has already been paid to the complainants shall also be deducted from the total amount payable by the respondent towards the interest for the delayed period of possession”.

5. The aforesaid order clearly provides that the said order was passed



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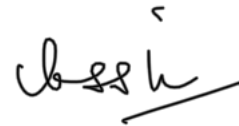
Complaint No. CC006000000141000

Complaint No. CC006000000141001

Complaint No. CC006000000141002

by the MahaRERA under section 18 of the RERA, whereby the MahaRERA has accepted the violation of section 18 of the RERA by the respondent and granted interest in favour of these complainants. However, the MahaRERA consideration the mitigating circumstances as the project was nearing completion has stated that the said interest amount shall be paid at the time of possession, which in this case is obviously, 30-12-2023 and the said date of possession is yet to come. Hence, the MahaRERA feels that these applications are premature for recovery of interest amount from the respondent.

6. In view of the above, these 3 non-execution applications stand disposed of with liberty to the complainants to approach MahaRERA in case of any default on the part of the respondent i.e. after 30-12-2023.



(Dr. Vijay Satbir Singh)

Member – 1/MahaRERA