

**Complaint No. CC12401237 and 3 Other Complaints**

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

**1. Complaint No. CC12401237**

Pranveer Singh Sengar ... Complainant/s

*Versus*

Pearlite Real Properties Private Limited ... Respondent/s

**2. Complaint No. CC12500423**

Arpan Choudhuri ... Complainant/s

*Versus*

Pearlite Real Properties Private Limited ... Respondent/s

**3. Complaint No. CC12501161**

Venkat Kishanrao Holsambre ... Complainant/s

*Versus*

Pearlite Real Properties Private Limited ... Respondent/s

**4. Complaint No. CC12502913**

Pranveer Singh Sengar ... Complainant/s

*Versus*

Pearlite Real Properties Private Limited ... Respondent/s

**MahaRERA Project Registration No. P52100001005**

**Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA.**

The complainants appeared in person at sr. nos. 1, 2 & 3 - through VC.

Ld. Adv. Parimal Wagh appeared for the complainants at sr. no. 4 - through VC.

Ld. Adv. Prabhakar Narwane appeared for the respondent - through VC.

**ORDER**

(Order Pronounced on Friday, 2<sup>nd</sup> January 2026 )

(Matters Reserved for Orders on 07-10-2025)

(Hearing Through Hybrid Mode)

1. The complainants abovenamed have filed these 4 separate online complaints before the MahaRERA on various dates as detailed in the 1<sup>st</sup> column of the below table at para- no. 5, seeking directions from MahaRERA to the respondent - promoter provide independent covered car parking; to refund the excess amount charged towards common areas with



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interest; rectify the seepage defect at its own cost and compensation (as the case maybe) more particularly mentioned in the table below at para 5) as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of their respective flats (as mentioned in the table below) in the respondent - promoter's registered project known as 'Godrej 24' bearing MahaRERA registration No. P52100001005, located at Hinjavadi (CT), Tal. Mulshi, Dist. Pune (hereinafter referred to as the 'said project').

2. These complaints were clubbed together and were heard by the MahaRERA on several occasions and finally on 07-10-2025 as per the Circular No. 49 dated 1- 08-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing. On the said dates of hearings, the parties have appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.
3. After hearing the argument of both the parties, the following Roznamas were recorded in the complaints

### On 07-10-2025

*"Both the parties are present. The respondent has filed its replies to all these complaints except the complaint at Sr. No. 18 ( CC12502913 ), which is coming up for the first time. The respondent has pointed out in the complaint at Sr. No. 15 ( CC12401237 ) that there is a change from stack parking to tensile parking on request of the allottees and for that change of plan has already been approved by the planning authority. However, the complainant has refuted this contention of the respondent and maintains that there is a clause for covered parking in the agreement for sale and therefore said parking should have been provided. The respondent has further pointed out that the complainant has been given a credit of Rs. 2,00,000/- for the said change from covered parking (covered parking to tensile parking), which the complainant refutes. Therefore, both the parties may provide proof of their contentions in their respective rejoinder/written submissions. In the complaint at Sr. No. 16 ( CC12500423 ), admittedly, the possession has not yet been obtained since the complainant has various issues with respect to the OC as well as the common amenities (school). However, the respondent has pointed out that the entire amount for handing over the possession has not yet been paid by the complainant and first he should be directed to obtain the possession, since the OC was already*

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*received in March 2020 and the possession has been offered after the Covid pandemic was over, according to the respondent. However, the complainant has still not obtained the possession on various grounds, which are mentioned in the complaint. The respondent has filed its detailed reply to the complaint, although late. The respondent in the complaint at Sr. No. 17 ( CC12501161 ) has pointed out that as mentioned in the previous Roznama, although the complaint is filed for parking and harassment by the respondent and compensation for EMI, the respondent has pointed out that there are SARFAESI proceeding and the flat has already been auctioned by the financial institution subsequent to the said proceedings. Therefore, this complaint before the MahaRERA is not tenable since the complainant is no longer an allottee. However, the complainant refutes this contention of the respondent on the ground that this fact is not true. Therefore, both parties may provide the necessary proof along with the rejoinder and written submissions. In the complaint at Sr. No. 18 ( CC12502913 ), which is coming up for the first time, the complainant admits that the necessary repairs with regard to seepage would be completed by the respondent as per section 14 (3), since the possession was obtained in August 2022 and the defect liability period applies squarely to the said flat. The complainant has contended that although the respondent has been doing the said work, it is not sufficient to remove the issue of seepage. Which the respondent claims is due to the waterproofing issue in the flat above the complainant's flat. Be that as it may, in the complaints at Sr. No. 15 ( CC12401237 ), 16 ( CC12500423 ) and 17 ( CC12501161 ), the complainants may file their rejoinders to the replies of the respondent within a period of 2 weeks i.e. by 21-10-2025 along with written submissions (as applicable). Subsequently, the respondent may file its written submission within a further period of one week i.e. by 28-10-2025. Both the parties may provide proof of their contentions made during the hearing along with the rejoinder and written submissions. In the complaint at Sr. No. 18 ( CC12502913 ), the respondent is directed to file its reply to the complaint within a period of 2 weeks i.e. by 21-10-2025 along with written submissions. The complainant may file a rejoinder to the said reply of the respondent along with written submissions within a further period of one week i.e. by 28-10-2025. Both parties may provide the proof of the leakage issue and work done by the respondent along with reply, rejoinder and written submissions. Accordingly, all these matters are reserved for order suitably after 28-10-2025, based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaints."*

4. Pursuant to the said directions, the respondent has uploaded its written submission on record of MahaRERA on 01-10-2025 (in Sr. Nos. 1 & 4), on 07-10-2025 (in Sr. No. 2) and on 30-09-2025 (in Sr. No. 3). The complainants have uploaded their rejoinder cum written submission on

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records of MahaRERA on 18-10-2025 (in Sr. Nos. 1 & 4) and on 20-10-2025 (in Sr. Nos. 2 & 3). The same are accepted and taken on record. The MahaRERA has perused the available record.

5. The complainants have filed the present complaints seeking directions from MahaRERA to the respondent to handover the possession and also to pay interest for delayed possession OR for the refund along with interest as the case may be. The details of the flats booked by the allottees, dates of agreements for sale, dates of possession, total consideration, consideration paid and reliefs are as per the table given below -

Sr. no./ complaint no./ Flat details/Date of Filing	Agreement for sale/ Date of Possession	Total consideration/ Amount paid	Reliefs
1 CC12401237 Flat No. 1402, Building G1 DOF- 25-12-2024	AFS- 10-04-2019 DOP- 30-09-2021 as per cl. 13.1 of AFS	Rs. 71,25,300/- Entire	provide independent covered parking space as per the said agreement for Sale (as per rejoinder)
2 CC12500423 Flat No. 603 in Block D5 DOF- 09-02-2025	AFS- 16-08-2018 DOP- 30-09-2021 as per cl. 13.1 of AFS	Rs. 54,64,488/- Paid: Rs. 50,67,815.24 plus taxes	Refund the excess amount charged towards common areas with interest OR alternatively Refund the entire amount paid with interest (As per amendment application final prayer is refund along with interest)
3 CC12501161 Flat No. E-2-1102 DOF- 07-04-2025	AFS-29-03-2019 DOP- 30-09-2021 as per the complaint	Rs. 82,82,405/- Paid: Rs. 80,00,000/-	Provide parking allotment and compensation
4 CC12502913 Fla no. 1402 in G1 DOF- 19-08-2025	AFS- 10-04-2019 DOP- 30-09-2021 as per cl. 13.1 of AFS	Rs. 71,25,300/- Entire	Permanently rectify the seepage defect at its own cost and compensation

6. It is the case of the complainants that they have purchased the respective flats in the respondent's project by executing registered Agreements for Sale and by paying substantial amounts towards the total consideration. The details of the flats, total consideration, amounts paid, and dates of possession are set out in the table at para- no. 5 above.

i) The complainant at Sr. No. 1 has additionally stated that the respondent forcefully allotted tensile parking, which is illegal, arbitrary, and not in accordance with the Agreement for Sale or the sanctioned plans. It was submitted that tensile parking was selectively allotted to certain residents without any transparent or uniform policy and was installed on open land, which does not qualify as a lawful parking space under RERA. The complainant further submitted

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that the allotted parking space is grossly inadequate in size and does not comply with the National Building Code requirement of 2.75 meters × 5 meters, as it measures less than 10 sq. meters, rendering it unusable and unsafe. Despite repeated reminders, the respondent failed to rectify the issue or provide a compliant parking space.

ii) The complainant at Sr. No. 2 has stated that the respondent charged an additional amount of Rs. 22,66,696/- towards promised amenities, including a school and covered parking, with possession assured by September 2022. However, after payment of a substantial portion of the consideration, the complainant discovered that the project area was reduced to approximately 10 acres, the promised school was never constructed, covered parking was unilaterally converted into stacked parking, and disproportionate and discriminatory charges were levied for common areas as compared to other allottees. It was further submitted that arbitrary recovery demands were raised without redressal of grievances, and despite repeated communications, a legal notice, and failed RERA conciliation, no remedial action was taken by the respondent.

iii) The complainant at Sr. No. 3 has stated that parking bearing No. P1-204 was allotted to him in December 2021. Despite payment of approximately 90% of the total consideration and the assured possession date being September 2021, the respondent failed to hand over possession of the flat along with the allotted parking. Instead, the respondent allegedly sold the said parking to a third party, harassed the complainant for over three years, and coerced him to accept open parking outside the project gate.

iv) The complainant at Sr. No. 1 has also filed a separate complaint at Sr. No. 4 raising the issue of structural defects. He has stated that the flat has suffered from severe seepage in the living room since November 2021, which was duly and repeatedly intimated to the respondent with photographs, well within the defect liability period. Although the respondent acknowledged the seepage, it failed to permanently rectify the defect and merely undertook superficial measures such as removal of wet putty and repainting on three occasions, without addressing the root cause. In view of the above grievances, the present complaints have been filed seeking the reliefs mentioned in the table at para- no. 5 above.

7. The respondent, on the other hand, has uploaded its written submissions on the record of MahaRERA on 01-10-2025 (Sr. Nos. 1 & 4), 07-10-2025 (Sr. No. 2), and 30-09-2025 (Sr. No. 3). In respect of Complaints at Sr. Nos. 1 and 4, the respondent has submitted that the complaints are not maintainable, as no prima facie case or entitlement to relief has been established and the allegations are unsupported by material evidence. It was submitted that the respondent

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acted strictly in accordance with the Agreements for Sale and obtained the Occupancy Certificate in March 2020. The delay in possession was attributed solely to the COVID-19 pandemic and Government extensions. Accordingly, the complainant was called upon to take possession on 30-06-2022 and a possession letter was issued on 28-08-2022. With respect to parking in Complaint at Sr. No. 1, the respondent submitted that covered tensile parking bearing No. TP-83 was allotted after obtaining revised sanctioned plans. A credit note of Rs. 2,00,000/- dated 12-09-2022 was issued for the change from stacked to tensile parking and was accepted by the complainant without objection. The respondent denied that the allotment was forceful or illegal and submitted that the parking complied with UDCPR norms and did not violate NBC requirements. In Complaint at Sr. No. 4, the respondent submitted that the issue of wetting/seepage was attended to on multiple occasions and would continue to be addressed within the defect liability period. In Complaint at Sr. No. 2, the respondent has submitted that no cause of action arises and that the complaint is barred by limitation. It was submitted that pre-termination and termination notices, as well as legal correspondence, were exchanged in 2022, whereas the complaint was filed after an inordinate delay of nearly three years. The respondent further submitted that the complainant lacks locus standi to raise issues relating to common amenities, which fall within the domain of the association of allottees or the society. It was also submitted that the complaint is premature, as the complainant failed to clear outstanding dues or take possession and had defaulted in slab-wise payments, resulting in levy of interest. The respondent relied upon MahaRERA circulars granting suo motu extensions and contended that the possession date stood validly extended up to 31-12-2022. A para-wise reply was thereafter submitted. In Complaint at Sr. No. 3, the respondent submitted that the complainant repeatedly defaulted in making payments despite reminders, leading to issuance of a termination letter dated 12-05-2021 and a final termination letter dated 07-12-2023. The complainant refused to collect the refund. It was further submitted that the complainant defaulted in repayment of his housing loan with HDFC Ltd., pursuant to which recovery proceedings were initiated under the SARFAESI Act, 2002, and the flat was auctioned on 25-02-2025. Consequently, the complainant has lost all right, title, and interest in the property, which is now held by a third-party auction purchaser. Hence, the complaints are liable to be dismissed with costs.

8. The complainant at Sr. No. 2 has filed an amendment application on the record of MahaRERA on 07-10-2025, submitting that the offer of possession was based on an OC dated 20-03-2020, which was allegedly obtained more than two years prior to the actual offer of possession, when

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the project was incomplete and unfit for occupation. It was submitted that essential services and common amenities were absent at the time of issuance of the OC, rendering it invalid. The complainant further submitted that construction-linked payment demands raised between March 2020 and October 2021 clearly demonstrated that the OC was prematurely obtained. It was stated that construction was completed only in April 2022 and that the respondent denied a copy of a valid OC and pre-possession inspection.

9. The complainants have filed their rejoinder-cum-written submissions on the record of MahaRERA on 18-10-2025 (Sr. Nos. 1 & 4) and on 20-10-2025 (Sr. Nos. 2 & 3). The complainant at Sr. No. 1 submitted that the Agreement for Sale does not provide for tensile or stacked parking and that the sanctioned plans were repeatedly altered even as late as 2022. He denied acceptance of the Rs. 2,00,000/- credit note or tensile parking and contended that tensile parking is not equivalent to covered parking. The complainant at Sr. No. 2 reiterated that the project was marketed as 17 acres and alleged overcharging on that basis, calculating excess charges of Rs. 21,02,408.05/- (including GST and interest) for undelivered area. He submitted that the breach is continuing in nature and denied the plea of limitation. The complainant at Sr. No. 3 alleged fraudulent conduct and collusion with bank officials, resulting in illegal possession of his flat by the bank, and stated that criminal proceedings have been initiated under IPC Sections 406 and 420. He denied wilful default and submitted that substantial payments were eventually made. The complainant at Sr. No. 4 reiterated that persistent seepage, damaged fittings, broken tiles, and unresolved structural defects continued even after possession, warranting relief under RERA.
10. The MahaRERA has examined the rival submissions made by both parties in these complaints and also perused the available record. The complainants claiming to be the allottees of the said project registered by the respondent, by filing these complaints under Section 31 of the RERA, have approached the MahaRERA mainly seeking various reliefs under the provisions of the RERA (as specifically mentioned in the aforesaid table at para- no. 5 above). The complainants have agitated the said reliefs on the basis of their respective registered agreements for sale, duly executed on various dates, as detailed in the table at para- no. 5 above. The complainant at Sr. No. 1 has also filed another complaint at Sr. No. 4 seeking reliefs under Section 14(3) of RERA.
11. The respondent promoter has assailed the aforesaid claims of the complainants by raising the

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following contentions: –

i) **Complaints at Sr. Nos. 1 and 4:** The respondent contended that the complaints are not maintainable, as no prima facie case or entitlement to relief has been established. It was submitted that the respondent acted strictly in accordance with the Agreement for sale and obtained the OC in March 2020. Any delay in handing over possession was attributable solely to the Covid-19 pandemic and the extensions granted by the Government. Further the possession was accordingly offered on 30-06-2022, and a possession letter was issued on 28-08-2022. With respect to the issue of parking (Complaint at Sr. No. 1), the respondent has contended that covered tensile parking bearing No. TP-83 was allotted pursuant to revised sanctioned plans and that a credit note of Rs.2,00,000/- dated 12-09-2022 was accepted by the complainant without any objection. The respondent denied any illegality or violation of NBC/UDCPR norms. Further, in Complaint at Sr. No. 4, the respondent contended that the issue of wetting/seepage was attended to on multiple occasions and would continue to be addressed within the defect liability period.

ii) **Complaint at Sr. No. 2:** The respondent contended that the said complaint is barred by limitation and does not disclose any cause of action, as termination notices and legal correspondence were exchanged in the year 2022, whereas the complaint was filed after an inordinate delay. It was further submitted that the complainant lacks locus standi to raise issues relating to common amenities.

iii) **Complaint at Sr. No. 3:** The respondent contended that the complainant was a defaulter, resulting in the issuance of a termination letter dated 12-05-2021, followed by a final termination dated 07-12-2023, after continued defaults and refusal to accept the refund. It was further contended that due to default in repayment of the housing loan, SARFAESI proceedings were initiated by HDFC Ltd., and the flat was auctioned on 25-02-2025. Consequently, the complainant has lost all right, title, and interest in the flat, which is now owned by a third-party auction purchaser, rendering the complaint infructuous.

On these grounds, the respondent has prayed for dismissal of these complaints.

12. Be that as it may, upon a bare perusal of the submissions advanced by both parties and the available record, the following observations are noteworthy: –

a) The complainants have claimed that they are the allottees of flats in the respondent's registered project, and the complaints have been filed under Section 31 of RERA seeking reliefs relating to parking, refund of excess charges, possession, interest for delay, and rectification of defects under Section 14(3) of RERA.

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- b) Although the complaints arise out of the same project, they involve distinct factual matrices and reliefs. Hence, MahaRERA finds it appropriate to adjudicate the complaints individually, while addressing the common legal objections raised by the respondent.
- c) Admittedly, the complainants (except in Complaint at Sr. Nos. 2 and 3) have filed the complaints after obtaining possession of their respective flats. The OC for the said project was obtained on 20-03-2020. However, the complaints have been filed nearly 5 years or after from the grant of OC and possession.
- d) As regards Complaints at Sr. Nos. 1 and 4, admittedly, the said complainant has raised two substantive issues, namely parking and structural defects. With respect to parking, the said complainant has sought a direction to provide independent covered parking as per the agreement for sale dated 10-04-2019, contending that the allotment of tensile parking is illegal, arbitrary, non-uniform, and contrary to contractual and statutory provisions. The respondent however, has produced the ledger account showing payment of Rs. 2,00,000/- to the said complainant. The record shows that after revision of the sanctioned plans (with requisite consent as per the respondent), tensile parking bearing No. TP-83 was allotted to the complainant, and a credit note of Rs. 2,00,000/- was issued to him by the respondent. Further, the said complainant obtained possession of the flat on 28-08-2022 and possession of the said tensile parking on 12-09-2022, along with the credit note. However, after a lapse of more than 2 years, the said complainant has filed the present complaint at Sr. No. 1 seeking covered parking as per the said agreement for sale. Such a claim appears to be an afterthought and has been raised at a belated stage. Had the complainant raised this issue at the time of taking possession of the said flat and parking space, the same could have been examined on its merits. Therefore, the MahaRERA finds no merit in the claim relating to parking raised by the complainant at Sr. No. 1.
- e) With respect to the issue of seepage/structural defects raised by the said complainant in complaint at Sr. No. 4, the MahaRERA is of the considered view that the same squarely falls within the ambit of Section 14(3) of RERA, which casts a statutory obligation upon the promoter to rectify any structural defect or defect in workmanship within 30 days of notice, without further charge. Although the respondent has contended that rectification was carried out on multiple occasions, the said complainant has demonstrated that such measures were superficial and failed to permanently resolve the issue of seepage. In this regard, the MahaRERA has noticed that the repeated recurrence of seepage shows that the root cause has not been effectively addressed by the respondent. Hence, the

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respondent's obligation under Section 14(3) of RERA continues until permanent rectification is carried out by it in respect of the said flat booked by the said complainant.

- f) As regards the claim for refund along with interest and compensation sought by the said complainant at Sr. No. 2 (pursuant to the amendment application), the MahaRERA is of the view that such reliefs have been sought nearly 5 years after the OC for the project was obtained on 20-03-2020. The said complainant has failed to satisfactorily explain the said delay in filing the said complaint. Moreover, the complainant has not adequately rebutted the respondent's contention that pre-termination and final termination notices were issued due to non-payment of outstanding dues. However, he has merely alleged violations of Sections 12 and 14 of RERA, contending that the respondent failed to construct a school as represented. In this regard, it is pertinent to note that a "school" falls within the ambit of a common amenity ( as defined under Section 2(n) of the RERA), and an individual allottee like the said complainant cannot seek such group reliefs in his individual capacity. In any event, the said complainant has failed to produce cogent documentary evidence to substantiate such claims. Hence, the MahaRERA finds no substance in the claim for refund, interest, and compensation under Section 18 of RERA, and the same is rejected.
- g) As regards the substantive claim raised by the complainant at Sr. No. 3, the MahaRERA has noticed that HDFC Bank initiated proceedings under Sections 13(2) and 13(4) of the SARFAESI Act, 2002, and symbolic possession was taken on 13-04-2024, much prior to the filing of the complaint. The respondent has placed on record the relevant documents pertaining to the SARFAESI proceedings initiated against the said complainant by filing written submissions on 30-12-2025. The said complainant has not denied these facts by filing any rebuttal. Further, since the flat was auctioned on 25-02-2025 and is presently held by a third-party ( auction purchaser), the said complainant has lost all right, title, and interest in the said flat. Consequently, the complainant ceases to be an "allottee" within the meaning of Section 2(d) of RERA. Therefore, no relief under RERA can be granted in respect of the said flat, and the said complaint has become infructuous.

13. In view of the aforesaid observations, the following order is passed: –

- a) The complaints at Sr. Nos. 1, 2, and 3 stand rejected in view of the observations made hereinabove (as applicable).
- b) The complaint at Sr. No. 4 is partly allowed.
- c) The respondent is directed to permanently rectify the seepage and structural defects in the complainant's flat at its own cost, in terms of Section 14(3) of RERA, within a period of 30 days

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from the date of this order.

d) In the event of failure to comply with the aforesaid direction, appropriate penal action shall be initiated against the respondent under Section 63 of RERA, if such non-compliance is brought to the notice of MahaRERA by the complainant at Sr. No. 4.

14. With these observations and direction, all 4 complaints stand disposed of.

  
(Mahesh Pathak)

**Member - 1/MahaRERA**

