

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

**Complaint No.CC006000000078525**

Mrs. Veena Bundhelia

..... Complainant

**Versus**

Mr. Sunil Tharwani

..... Respondent

Project Registration No. P51700004242

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

None appeared for the complainant.

Adv. Poonam Gangurde appeared for the respondent.

**ORDER**

(11<sup>th</sup> December, 2019)

1. The complainant-allottee has filed this complaint seeking directions from MahaRERA to the respondent to pay interest for the delayed possession under Section-18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as **"Tharwanis Meghana Montana Phase-1"** at Ambarnath, Dist. Thane. The complainant further prayed MahaRERA to direct the respondent to issue valid possession letter, provide parking space, refund the amount paid by her for installation of grills etc. as mentioned in the agreement for sale.
2. The complaint was heard on various occasions and the same was heard finally today along with other connected complaints filed in this project. During the hearing, the complainant was absent. However, the respondent appeared through his advocate. Hence, the MahaRERA has perused a copy of complaint as well as the reply filed by the respondent. It is the case of the complainant that, the respondent has executed the registered agreement for sale with her on 19-07-2018, wherein the date of possession mentioned as June 2018. The respondent has delayed to handover the possession. He has got the occupancy

*chag*

certificate on 23/08/2018 and the possession was given to the complainant on 19/07/2018.


3. The complainant stated that, the possession is delayed and although the possession was given, the respondent has not issued possession letter and also not provided the car parking space as agreed in the agreement for sale. Further, though the respondent has agreed to install the grill in the said flat, he has not installed the same, for which the complainant has paid and need to be installed. Hence, the complainant is seeking refund of the said amount.
4. The respondent filed his written submission on record disputing the claim of the complainant and raised several defenses as stated in his reply.
5. The MahaRERA has examined the record. In this case, admittedly the possession of the flat was given to the complainant by obtaining the occupancy certificate on 23-08-2018 and the complaint has been filed after occupancy certificate is obtained for the project. The complainant is seeking interest for the delayed possession under section-18 of the RERA as the date of possession mentioned in the agreement for sale has been over and refund of the amount paid for grill and legal possession letter.
6. With regard to the claim of the complainant towards interest for the delayed possession, the MahaRERA has observed that the respondent was liable to handover possession of the said flat to the complainant on or before June, 2018 and the possession has been given to the complainant in the month of July, 2018. The occupancy certificate has been obtained by the respondent on 23-08-2018. However, the MahaRERA has observed that in this project, an order under section 18 of the RERA has been passed on 12-06-2019 in Complaint No. CC006000000057752 filed by Mr. Shripad Todkar, one of the allottees of this project, whereby the respondent herein was directed to pay interest for the



delayed possession under section-18 of the RERA from the date of possession mentioned in the agreement for sale. Against the said order, the respondent has preferred Appeal and obtained stay from the Hon'ble Maharashtra Real Estate Appellate Tribunal. Since the said order under section-18 passed by the MahaRERA is under challenge and the same has been stayed by the Appellate Tribunal, it would be just and fair to wait till the final disposal of the said Appeal for grant of interest in favour of this complainant.

7. With regard to other issues raised by the complainant, the MahaRERA feels that being an allottee in the project, the complainant is entitled to seek the amenities as specified in the registered agreements for sale.
8. In view of the aforesaid facts, the MahaRERA is of the view that since the complainant has already taken possession of her flat, the respondent is directed to forthwith issue possession letter to the complainant. The MahaRERA further directs the respondent to provide car parking space and other amenities as specified in the agreement for sale entered into between the complainant and the respondent.
9. With these directions, the complaint stands disposed of.

महा-रेरा

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