

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

**Complaint No. CC005000000022133**

Amol Manoharrao Charde & Anr.

..... Complainants

**Versus**

Atul Ratnakar Mahashabde and others

..... Respondents

Project Registration No. **P52100005869**

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

The complainant present in person.

The respondent is absent.

**ORDER**

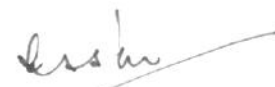
(19<sup>th</sup> June, 2019)

1. The complainants are allottees in the project "**Tropical Palms building H**" being developed by the respondents at Wakad, Pune. They purchased a residential unit admeasuring 972.67 sq. ft. and paid more than 90% of the consideration value till date. The date of possession stipulated in the agreement is December 2017 with grace period of six months i.e. 30<sup>th</sup> June, 2018. As the complainants could not get the possession of their apartment they have filed this complaint claiming interest for the delayed possession under section 18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as RERA)
2. The complaint was heard in the presence of concerned parties. The complainants argued that, they were entitled for payment of interest from the promoter/ respondents for the period of delay. They also produced an order passed by MahaRERA bearing No. CC005000000011856 on an identical complaint in which interest was awarded to the complainant for the period of delay.
3. The respondents contested the claims made by the complainants in their written submissions. They argued that they had purchased TDR for



additional two floors in building H of the project and get occupancy certificate from the concerned authority to revise the plan. They also stated that there has a provision in the agreement in clause 9 saying that the respondents were entitled to have reasonable extension of time for giving the possession of the flat due to several circumstances including the factors of force majeure.

4. MahaRERA has examined the arguments advanced by both the parties. The complainants have made payment of more than 90% of the consideration value of the flat. According to the agreement, the respondents should have completed the project and handover the flat by 30<sup>th</sup> June, 2018. The arguments advanced by the respondents do not provide satisfactory reasons to explain the delay in completion of the project. Moreover, the payment of interest on the money paid by the complainants is not the penalty, but, a type of compensation for delay as has been clarified by the Hon'ble High Court of Judicature at Bombay in the judgement dated 6<sup>th</sup> December, 2017 passed in W. P. No. of 2737 of 2017. The respondents are liable to pay interest for the period of delay in accordance with the terms and conditions of the agreement.
5. In view of the above facts and discussion, the respondents are directed to pay interest to the complainant from 1<sup>st</sup> July, 2018 till the actual date of possession at the rate of Marginal Cost Lending Rate (MCLR) +2 % as prescribed under the Section-18 of the RERA and rules made their under on the actual payment made by the complainants.
6. With the above directions, the complaint stands disposed of.



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