

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

1. Complaint No. CC006000000057414

Ms. Sunita J Desai

.... Complainant

Versus

Mr. Sunil Tharwani

.... Respondent

Project Registration No. P51700004242

Along with

2. Complaint No. CC006000000079172

Mr. Shriram Pal

.... Complainant

Versus

Mr. Sunil Tharwani

.... Respondent

Project Registration No. P51700004242

Along with

3. Complaint No. CC006000000079178

Mr. Ghanshyam Singh

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with

4. Complaint No. CC006000000079180

Mr. Devi prasad Shetty

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with

5. Complaint No. CC006000000089784

Mr. Santosh Satyawar Sadaye

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242



Along with

6. Complaint No. CC006000000079301

Mr. Kanhaiya Lal Srivastava

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with

7. Complaint No. CC006000000079025

Mr. Yogesh Ramesh Deo

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with

8. Complaint No. CC006000000079181

Mr. Mohsin Shaikh

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with

9. Complaint No. CC006000000079304

Mr. Pradeep Shetty

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with

10. Complaint No. CC006000000079328

Mr. Anil Dmello

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

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Along with
11. Complaint No. CC006000000079330

Mr. Nitin Gidon Thorat

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

Along with
12. Complaint No. CC006000000079346

Mr. Lajras Randive

.... Complainant

Versus

M/s. Tharwani Constructions Pvt. Ltd.

..... Respondent

Project Registration No. P51700004242

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

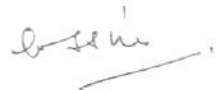
Adv. Sapna Pandey appeared for the complainant.

Adv. Poonam Gangurde appeared for the respondent.

ORDER

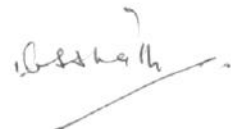
(11th December, 2019)

1. The complainant-allottees have filed these complaints seeking directions from MahaRERA to the respondent to hand over possession of their respective flats along with 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 their respective flats in the respondents project known as "**Tharwanis Meghana Montana Phase-1**" at Ambarnath, Dist. Thane-421504. The complainants further prayed MahaRERA to direct the respondent to issue valid possession letter, provide parking space, grills etc. as mentioned in the agreement for sale.
2. The complaints were heard on various occasions and the same were heard finally today. During the hearings, the complainants have stated that, the respondent has executed the registered agreement for sale with them wherein the date of possession mentioned as June 2017. However, the respondent has




not handed over possession of their flats on the agreed date possession. Further, they have obtained the occupancy certificate on 23/08/2018; but, till date the possession has not been given to them. The respondent has delayed the possession and hence it is liable to pay interest for the delayed possession. The complainants, therefore, prayed for immediate possession of their flats with interest for the delayed possession as provided under section-18 of the RERA.

3. The complainants stated that they are ready to pay the outstanding dues if payable by them as per the payment schedule mentioned in the agreement for sale. Further, the respondent is forcing them to sign deeds of apartment by putting certain conditions. Even amenities have not been provided on site such as grill, car parking spaces as agreed in the agreement for sale. They further relied upon the orders passed by the MahaRERA in the identical complaints filed by the other allottees in this project and sought identical reliefs in these complaints.
4. The respondent filed their written submission on record and disputed the claim of the complainants and raised several defenses as stated in their reply. The respondent further stated that there are outstanding dues payable by the complainants and hence, the possession of the flats has not been given to them.
5. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In these cases, admittedly, the date of possession mentioned in the agreement for sale entered into between the complainants and the respondent has been lapsed. Although the respondent obtained the occupancy certificate on 23-08-2018, the possession of flats has been given to the complainants. The complainants are seeking interest for the delayed possession under section-18 of the RERA.



6. With regard to the claim of the complainants towards interest for the delayed possession, the MahaRERA has observed that in this project, an order 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 preferred an appeal and obtained stay order 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 these complainants.
7. With regard to other issues raised by the complainants such as, car parking spaces, grill etc. the MahaRERA feels that being allottees in the project, the complainants are entitled to seek the amenities as specified in the registered agreements for sale.
8. In view of the aforesaid facts, the MahaRERA directs the respondent to immediately handover possession of the flats to the complainants unconditionally along with possession letters. The respondent is also directed to provide car parking space and other amenities as specified in the agreements for sale entered into between the complainants and the respondent.
9. With these directions, all the above complaints stand disposed of.


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