

Judgment upload,
by Varsha
Dt. 16/7/20
time 13:35

**BEFORE THE MAHARASHTRA REAL ESTATE
APPELLATE TRIBUNAL, MUMBAI**

Appeal No. AT00600000031618 of 2019

M/s Tharwani Constructions Pvt. Ltd.

310, Persepolis, Plot No. 74,
Sector 17, Vashi, Navi Mumbai-400703 ... **Appellant**

Versus

Shri Shripad Todkar,

A/302, Sai Nagar Complex,
Sector-13, Palm Beach Road,
Navi Mumbai-400705 ... **Respondent**

Shri Drupad Patil a/w Sangeeta Tharwani, Advocates
for Appellant.

Respondent in person.

CORAM: SUMANT M. KOLHE, MEMBER (J)

S. S. SANDHU, MEMBER (A)

DATE : 16TH JULY, 2020

J U D G M E N T

[PER: SUMANT KOLHE, MEMBER (J)]

Correctness, legality and propriety of impugned
order dated 12th June, 2019 passed by Member No.1 of
MahaRERA in complaint No. 57752 is challenged in this

appeal.

2. Appellant is promoter. Respondent is allottee. Promoter launched the project at Ambarnath. Allottee agreed to purchase and promoter agreed to sale flat in the project. Accordingly, agreement for sale took place on 25th January 2016 between promoter and allottee. Promoter agreed to hand over the possession of flat on or before June, 2017. Promoter failed to hand over the possession as per specified date.

Allottee filed complaint under section 18 of RERA and prayed for interest on delayed period of possession. Learned Member No.1 of MahaRERA passed impugned order and directed the promoter to pay interest for delayed period of possession of the flat on the total amount paid by the allottee to the promoter at the rate of marginal cost lending rate of SBI plus 2 percent. Promoter is also directed to pay cost of Rs.20,000/-.

3. Being aggrieved by the impugned order, promoter has preferred this appeal.

4. Heard Learned Counsel for the promoter. Heard allottee in person. Read the impugned order. Perused the documents filed on record.

5. Following points arise for my consideration:

(i) Whether the impugned order is just, proper and

correct?

- (ii) Is it necessary to modify impugned order?
- (iii) What order?

6. My findings on the above points for the reasons stated below are as under:

- (i) Partly affirmative.
- (ii) Affirmative.
- (iii) Appeal is partly allowed.

REASONS

7. At out set, I would like to point out that the promoter had agreed to hand over the possession of flat to the allottee on or before June, 2017. Admittedly, promoter failed to hand over the possession of flat as per agreed date. So, allottee is entitled to claim interest for delayed period of possession.

vjs

Occupancy certificate is issued by the competent authority on 23rd August 2018. Promoter offered the possession of the flat to the allottee in September, 2018. It is matter of record that allottee paid development charges in the month of October, 2018 to the promoter and maintenance charges in the month of January, 2019. It is revealed from para-2 of impugned order that promoter handed over keys of the flat to the allottee during the hearing. Moreover, it is further revealed from the impugned order that allottee accepted the keys and asked for