

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000023553

Bais Taj Kumar  
Chandrakaushi Purohit ... Complainants

Versus

Veena Realcon Private Limited  
MahaRERA Regn. No. P5180000016 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

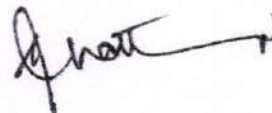
Complainants were themselves present.

Respondent was represented by Mr. Nikunj Sanghvi, MD a/w Mr. Jayesh Gogri, CA.

Order

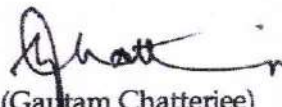
May 23, 2018

1. The Complainants had booked an apartment bearing No. A-602 in the Respondent's project 'Veena Serenity' situated at Chembur, Mumbai in September, 2016. First, the Complainants alleged that even though they have paid substantial consideration amount for the said apartment, the Respondent has failed to execute and register the agreement for sale. Second, they alleged that the draft agreement for sale is not in conformity with the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder and that the Respondent has put an extended date of December, 2020 for project completion, which is unreasonable. Finally, they alleged the Respondent is denying to pass on the GST input tax credit to the Complainants and charging them interest for having delayed the payments inspite of the work not being completed.
2. The Complainant, therefore, prayed that the Respondent be directed to execute and register the agreement for sale, to commit to a reasonable timeline for handing over possession, no interest be levied on the complainants, to pass on the GST input tax



credit to the complainants and to compensate them for the stamp duty and registration charges already paid in case the validity of the same has expired.

3. The authorised representative of the Respondent stated that they are willing to execute the agreement for sale. Further, he submitted that they have put the prolonged date of project completion in their MahaRERA registration as compliances pertaining to sewerage waste management have been pending even though the project is complete. He also submitted that GST input credit will be passed on to the Complainants and that the possession of the said apartment will be handed over by December 2018. Complainants also accepted the revised timeline for project completion.
4. In view of the above facts, the parties are directed to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of this Order. The respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainants before the period ending December 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from January 1, 2019 till the actual date of possession, on the entire amount paid by the Complainants to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017. Further, the Respondent shall pass on the GST input tax credit to the Complainants as applicable. Complainants to make the balance payment, as agreed between the parties, at the time of executing and registering the agreement for sale.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000023553

Bais Taj Kumar and Chandrakaushi Purohit ... Complainants

Versus

Veena Realcon Private Limited  
MahaRERA Regn. No. P51800000016 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present.

Respondent was represented by Mr. Omkar Kulkarni, Adv.


**Order**

January 15, 2019

1. The Complainants have filed the present application for noncompliance of the MahaRERA Order dated May 23, 2018 in Complaint no: CC00600000023553 (hereinafter referred to as *the said Complaint*) by the Respondent.
2. In the said Complaint, the parties were *interalia* directed by MahaRERA to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of the said Order. Further, the Complainants were to make the balance payment, as agreed between the parties.
3. The Complainants submitted the Respondent has executed and registered the agreement for sale as per the directions of the said Order but are demanding monies beyond what was agreed at the time of passing of the said Order and are withholding the possession even though the occupation certificate has been obtained. Therefore, they prayed the Respondent be directed to adhere to the agreed arrangement regarding the balance payments and handover possession at the earliest.



4. The learned counsel for the Respondent submitted that no such arrangement was made between the parties pertaining to the balance payment.
5. It is observed that during the course of the hearing of the said Complaint, the authorised representative of the Respondent had orally agreed that at the time of executing and registering the said agreement for sale, the Complainants will be required to pay only the principal amount due and interest, if any, shall be waived off by the Respondent. The Respondent has reneged on his commitment and has failed to comply with the directions passed by this Authority.
6. In view of the above facts, the Respondent is directed to handover possession of the apartment within 15 days from the date of this Order and adhere to all the other directions passed in the previous Order dated May 22, 2018. Further, the Complainants shall pay only the principal amount due at the time of receiving possession. The Respondent is directed to pay a cost of INR 50,000 to the Complainants for having reneged on his commitments.
7. Consequently, the present application is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA