

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000054617

Shivkumar Inamdar ... Complainant

Versus

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

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present a/w advocates of M/s. Yash Legal; and Mr. Subhit Chakraborty, Adv.

Respondent was represented by Mr. Susmit Phatale, Adv. a/w Mr. Omkar Kulkarni, Adv.

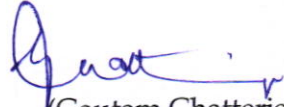
Order
October 26, 2018

1. The Complainant has purchased an apartment bearing No. 501 - C in the Respondent's project 'Veena Serenity' situated at Chembur, Mumbai via agreement for sale dated March 22, 2015. First, the Complainant alleged that Respondent was to handover possession of the said apartment within 30 months, but has failed to do till date. Second, he alleged that the Respondent has been demanding maintenance charges even though the possession of his apartment has not been handed over. Third, he alleged that even though the Respondent has collected service tax from the Complainant he has failed to pay the same to the government and that the Respondent is denying to pass on the GST input benefit to the Complainant. The Complainant has, therefore, prayed that the Respondent be directed to pay him interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*) and commit to a reasonable timeline for handing over possession of the said apartment, to not demand maintenance charged until possession is handed over, and pass on the GST input tax credit to the Complainant.
2. The learned counsel for the Respondent stated that the said agreement for sale provides for a reasonable extension of the completion timeline for reasons beyond the control of the Respondent. Specifically, he submitted that the said project is a MHADA redevelopment



project and due to certain dispute between MHADA and BMC, certain approvals and sanctions were not being issued even after the Respondent having done all compliances. Further, he submitted that the service tax collected by the Respondent has been appropriately paid to the government. He also submitted that the GST input tax credit will be passed on to the Complainant. Further, he submitted that the Respondent has received the Occupancy Certificate for the said project in October 2018.

3. In Complaint no: CC00600000023946, MahaRERA had directed the Respondent to handover possession of the apartment by July 31, 2018 failing which the Respondent is liable to pay interest to the Complainant from August 1, 2018 on the entire amount paid by the Complainant to the Respondent.
4. In view of the above facts, the Complainant is advised to take possession of the apartment at the earliest. The Respondent shall pay interest to the Complainant for the period starting from August 1, 2018 till October, 2018, on the entire amount paid by the Complainant 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 Complainant as applicable. The Complainant shall be required to make the balance payment, as agreed between the parties, only at the time of possession. Maintenance charges to be demanded and paid only post possession of the said apartment being handed over.
5. The Complainant shall make the balance payment (principal amount only) after adjusting the interest to be received as stipulated in para 5 at the time of possession.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA