

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000054597

Sanjeev Kansara ... Complainant

Versus

Tanna Housing
MahaRERA Regn. No. P51800002925 ... Respondent

Coram: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present a/w Ms. Drasti Jani, Adv. (i/b M/s. Solicis Lex).

Respondent was represented by Mr. Nikhil Gandhi, Authorised signatory.

Order

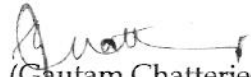
April 26, 2019

1. The Complainant has filed the present application for noncompliance of the MahaRERA Order dated October 26, 2018 (*hereinafter referred to as the said order*) in Complaint no: CC006000000054597 by the Respondent.
2. In the said Complaint, both the parties were directed to execute and register the Agreement for Sale within a period of 60 days from the date of the order, as per the provisions of Section 13 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).
3. During the course of the hearing, the learned counsel for the Complainant disputed the balance consideration amount to be paid by her to the Respondent. She produced a Respondent's Chartered Accountant Certificate, alleging that it reflects the correct balance consideration amount to be paid by the Complainant as opposed to the demand raised by the Respondent for the same.
4. The Authorised signatory of the Respondent submitted that he has already exchanged the draft of the agreement for sale to the Complainant pursuant to the said order with



the demand raised for the balance consideration amount to be paid as per the original Allotment letter. He further submitted that the certificate placed by the Complainant during the course of the hearing was issued by the Respondent's erstwhile CA who at the time had made an error. To this date, a rectification has been duly made which reflects the correct balance consideration amount to be paid by the Complainant. Finally, he submitted that the Allotment letter issued to the Complainant reflects the actual total consideration amount to be paid by the Complainant, which was undisputedly submitted originally by the Complainant himself, while filing the complaint no: CC00600000054597.

5. As per the facts of the case mentioned in the original complaint filed by the Complainant, it clearly provides the simple calculation of the actual balance payment to be paid to the Respondent, which the Complainant had mentioned in the original complaint application and for the same, no contentions were raised during the original course of hearings. Pursuant to the said order, a draft agreement for sale has been exchanged between the parties, however, none of the provisions of the said Act, provide for MahaRERA to decide the consideration price to be agreed between the parties and the same is left for the parties to be decided amicably. In view of the above, this matter cannot be treated as a non-compliance of the said order.
6. Consequently, the present application is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA

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... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present a/w advocates & solicitors of M/s. Solicis Lex.
Respondent was represented by Mr. Nikhil Gandhi, Authorised representative.

Order

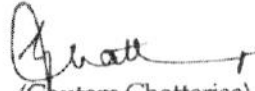
October 26, 2018

1. The Complainant has booked an apartment in the Respondent's project 'TANNA HEIGHTS' situated at Kandivali, Mumbai. The Complainant stated that even after having paid substantive amount towards the consideration of the apartment, the Respondent has failed to execute and register the agreement for sale and handover possession. Therefore, the Complainants prayed that the Respondent be directed to execute and register the agreement for sale and handover possession at the earliest.
2. The authorised representative of the Respondent submitted that he is willing to execute and register the agreement for sale. The Complainant prayed that he given an extended timeline for executing and registering the agreement for sale, so that he can tie up the funds needed at the time of registration and payments thereafter.
3. In view of the above facts, the parties are directed to execute and register the agreements 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 60 days from the date of this Order. The Respondent shall handover possession of the



said apartment, with Occupancy Certificate, to the complainant before the period ending May 31, 2020, failing which the Respondent shall be liable to pay interest to the Complainant from June 1, 2020 till the actual date of possession, 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 which shall be paid/adjusted at the time of handing over possession.

4. The Complainant shall be required to make payment of the consideration amount (principal amount only) in proportion to the stage of project completion at the time of executing the agreement.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA