

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

1. Complaint No.CC005000000022312

Jagrut Vilas Harpale

..... Complainant

Versus

M/s. Saakaar Corporation and 9 others
Project Registration No. P52100008006

..... Respondent

Along with

2. Complaint No.CC005000000022313

Sujata Somanath Modak

..... Complainant

Versus

M/S Saakaar Corporation and 9 others
Project Registration No. P52100008006

..... Respondent

Along with

3. Complaint No.CC005000000022314

Shubhangi Suresh Hole

..... Complainant

Versus

M/S Saakaar Corporation and 9 others
Project Registration No. P52100008006

..... Respondent

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

Adv. Nilesh Borate appeared for the complainant.
None appeared for the respondent.

ORDER

(9th October, 2019)

1. The above 3 complaints have been filed by the complainants seeking directions from MahaRERA to execute the supplementary agreement for sale with the complainants under the provisions of section-13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") by mentioning the date of possession of their shops as 31-12-2019 in respect of booking of their respective shops in the respondents' project known as "**Saakaar Centrum**" bearing MahaRERA registration No. P52100008006 at Pune.

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2. These matters were clubbed together being filed in the same project and heard finally today. During the hearings, the complainants appeared through their advocate and made their submissions. However, none appeared for the respondent, though the hearing notice was duly served upon them.
3. It is the case of the complainants that they have booked their respective shops in the respondent's project and executed agreements for sale with the respondents on various dates mentioned in the said agreements. In the said agreements, the respondents have not mentioned any date of possession for handing over possession of the said shops to the complainants. The complainants, therefore, prayed MahaRERA to direct the respondents to execute the registered agreements for sale with the complainants by mentioning the date of possession as 31-12-2019.
4. The MahaRERA has examined the arguments advanced by the complainants as well as record. In the present case, admittedly, the complainants are the allottees who have purchased their respective shops in the respondents' project by executing agreements for sale, wherein the date for possession is kept blank. The complainants are, therefore, prayed MahaRERA to execute the supplementary agreements for sale for incorporation of date of possession.
5. In this regard, the MahaRERA is of the view that there is no provisions of RERA to grant such reliefs to the complainants as the MahaRERA can not re-write the terms and conditions of the agreements for sale, executed when the provisions of MOFA Act, were in force. However, the MahaRERA is of the view that whenever the date of possession is not mentioned in any document, in such circumstances, the date of completion mentioned in the MahaRERA registration by the respondent shall be considered as the date of possession.



6. In the present case, the respondent has mentioned the revised completion date of the said project in the web-page of registration under RERA as 31-12-2019. The respondent promoter is, therefore, bound by the said date and is liable to handover possession of the shops to the complainants on or before 31-12-2019.
7. With the above observations, these three complaints stand disposed of.

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

