

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000023946

Narendra Ramchand Ochani ... Complainant

Versus

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

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present

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

**Order**

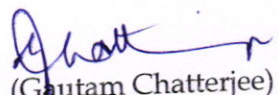
May 23, 2018

1. The Complainant has purchased an apartment bearing No. 1403 - 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 pursuant to the said agreement, Respondent was to handover possession of the said apartment by September 22, 2017, 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 the 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.
2. 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.

3. The authorised representative of 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 and that the possession of the said apartment will be handed over by July, 2018. Complainant also accepted the reasons given by the Respondent and agreed to the revised timeline for project completion.
4. In view of the above facts, the Respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainant before the period ending July 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from August 1, 2018 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. 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. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA