

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000023553

Bais Taj Kumar
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. Nikunj Sanghvi, MD a/w Mr. Jayesh Gogri, CA.

Order

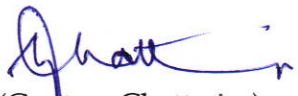
May 23, 2018

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