

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL**M.A.****In****AT006000000010685**

M/s Kavya Construction Co.

...

Appellant

Versus

Mr. Yogesh Maru

...

Respondent

Coram : S.S. Sandhu, Member (A)**Date : 30th April, 2019.**

The appellant has filed this appeal to challenge the order dated 6th July, 2018 passed by Hon'ble Chairperson, MahaRERA (the Authority) directing thereby to execute and register 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 the order. The respondent shall handover possession of the said apartment with Occupancy Certificate, to the complainants before the period ending December 31, 2020, failing which the Respondent shall be liable to pay interest to the Complainant from January 1, 2021 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.

2. During the proceedings so far, on many occasions whenever ascertained, respondent always shown his inclination not to withdraw from the project and in fact wanted to continue with the project provided appellant executes an appropriate agreement for sale with him as directed by Authority.

3. In the past few hearings, the parties have been making efforts for amicable settlement on execution of agreement for sale as directed by Authority. However, appellant has been expressing his reservations by submitting that since the IOD granted to aforesaid project upto 7th floor only, the appellant cannot execute and register the agreement for sale for the flats on remaining upper floors. Therefore, the said order had remained unexecuted so far.

4. As regards the resolution of issue of flats, the appellant submits that he is ready and willing to execute the agreements in the interest of justice, once the necessary approvals and permissions are granted by Competent Authorities for remaining upper floors of project. The appellant further submits that he will not execute any agreements for sale of flats on the floor where respondent has booked his flat until approvals and permissions are granted.

5. In view of the above, the Appellant files this pursis praying to dispose of the appeal on the basis of the following statements made by and on behalf of the appellant.

(a) That this Hon'ble court be pleased to grant liberty to respondent to execute an agreement for sale with appellant upon necessary permissions and approvals are granted by competent



Municipal Corporation of Greater Mumbai for the remaining upper floors of said project.

6. The respondent and his learned Counsel during the proceedings submitted that the Respondent has already paid the entire consideration for the purchased flat and nothing is now outstanding. Therefore, the Respondent has no objection for executing the agreement as per the aforesaid statement made by appellant in the pursis pursuant to directions in the impugned order.

7. In view of the aforesaid submissions by the parties, after taking the pursis on record and verifying the same with the parties present, as it forms part of this order as **Exhibit-A**, the appeal stands disposed off as prayed by appellant.

8. No order as to costs.


(S.S. Sandhu)