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**BEFORE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL  
MUMBAI**

**APPEAL (VC) NO. AT00600000011116**

Veena Realcon Pvt. Ltd.	]	
Through it's	]	
Authorized Representative/Director	]	
Mr. Nikunj Haresh Sanghavi	]	.. Appellant
Having it's office at: A/901, Kaledonia	]	
HDIL Tower, Sahar Road, Andheri (E)	]	
Mumbai.	]	

-vs-

1. Bias Taj Kumar	]	
	]	
2. Chandrakaushi Purohit	]	
Both having address at :-	]	.. Respondents
2/91, Sashi Prabha,	]	
Garodia Nagar,	]	
Ghatkopar (East),	]	
Mumbai 77.	]	

Mr. Omkar Kulkarni, Advocate, for appellant.  
Mr. Manish Gala, Advocate, for respondents

**CORAM : INDIRA JAIN J., CHAIRPERSON &  
S.S. SANDHU, MEMBER (A)**

**DATE : 1<sup>st</sup> JANUARY, 2021**

**(THROUGH VIDEO CONFERENCE)**

**JUDGMENT [PER : INDIRA JAIN, J.]**

This appeal under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act" for

short), takes an exception to the order dated 15<sup>th</sup> January, 2019 passed by the learned Chairperson, MahaRERA in Complaint No.CC00600000023553, thereby directing the developer to hand over possession of the apartment within 15 days and adhere to all other directions passed in the previous order dated 23<sup>rd</sup> May, 2018. In addition, developer was directed to pay cost of Rs.50,000/- for having reneged on his commitments and complainants to pay only the principal amount due at the time of receiving possession.

2] For the sake of convenience, we would refer the appellant and respondents in their original status as "complainants" and "respondent" as referred before the Authority.

### **Complainants' case**

3] The factual matrix of the case which can be revealed from the pleadings of parties may be stated in nutshell as under:-

a] In September 2016, complainants booked the apartment bearing No.A.602 in respondent's project Veena Serenity situated at Chembur, Mumbai. According to complainants, they paid substantial consideration amount for the apartment and respondent failed to execute and register agreement for sale. It was contended that draft agreement for sale forwarded by respondent was not in conformity with the Act of 2016 and Rules and Regulations made thereunder and respondent put an extended date of possession as 1<sup>st</sup>

December, 2020 of project completion at the time of project registration which is unreasonable. It was alleged that respondent is denying to pass on G.S.T. input tax credit to complainants and charging interest for having delayed payment though work was not completed as per schedule and the agreement.

b] Based on these grievances, complainants filed complaint before MahaRERA claiming the following reliefs :-

- i] To execute the agreement for sale as per the Model Form of Agreement as annexed to the Maharashtra Real Estate Rules 2017.
- ii] To mention a reasonable completion and possession date as per the provisions of Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017, the revised date of possession for an ongoing project has to be commensurate with the extent of balance development.
- iii] No interest to be levied on complainants.
- iv] To pass on the GST benefits to complainants.
- v] To compensate the complainants for Stamp Duty and Registration charges already paid in case validity of the same has expired.

**Defence:-**

4] Authorized Representative of respondent appeared before the Authority and stated that respondent is willing to execute agreement for