

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

COMPLAINT No: CC006000000089978

Mr. Manjeet Singh Kukreja & Anr

..... Complainants

Versus

M/s. Jasmine Realty

.... Respondent

MahaRERA Registration No. **P51700007828**

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

The complainant appeared in person.

None appeared for the respondent.

ORDER

(23rd December, 2019)

1. The complainants have filed this complaint seeking directions to the respondent to handover possession of the flat to them in the newly constructed building within the stipulated period of 3 months and also to pay monthly rent at the rate of Rs. 8,000/- till date under the provision of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in the respondent's project known as "**New Prakash Apartment CHS**" bearing MahaRERA registration No. **P51800004685** at Bhayander, Dist Thane.
2. This complaint was heard on several occasions and the same was heard finally today. During the hearings, the complainants appeared and made their submissions. However, none appeared for the respondent though the notices for hearings have been duly served upon it.
3. It is the case of the complainants that they are the joint owners of the flat No.12, on 1st floor of the "Prakash Apartment CHS ", a registered Co-operative Housing Society Ltd., registered under the provision of the

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Maharashtra Co-Operative Societies Act-1960. The respondent has undertaken the re-development project of the said society. The complainants are the bonafide members of the said society. The respondent has executed re-development agreement dated 9-11-2012 with the complainants and accordingly, the complainants have handed over possession of their old flat to the respondent for redevelopment.

4. According to the said agreement, the respondent was liable to complete the said project and handover possession of the said flat to the complainants. But, even after lapse of about more than 7 years, the respondent has failed and neglected to handover possession of the said flat to them and also not paid any rent to them. At present the complainants are residing on rental house and paying rent. The complainants, therefore, filed this complaint seeking directions to the respondent to handover possession of their flat in a time bound manner and also to pay monthly rent at the rate of Rs. 8,000/- till date and also for cost of this complaint.
5. The respondent though has been duly served upon the notices for the hearings, it has neither appeared for the hearing nor filed any reply on record of MahaRERA. Hence, the MahaRERA has no other alternative, but, to proceed the matter exparte against the respondent on merits.
6. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In the present case, prima facie, it appears that the complainants are the original members of the society viz., "New Prakash CHS Ltd", which has undertaken the re-development project through the respondent. The respondent has executed agreement for allotment of flat to the member dated 9-11-2012 with the complainants being original member of the said society, wherein the society viz., New Prakash CHS Ltd is confirming party. By the said agreement, the respondent had agreed to handover possession of the flat in newly constructed building subject to

slab wise payment. However, no clear cut possession date has been mentioned in the said agreement. The complainants, therefore, approached MahaRERA seeking timely possession of their flat and also for the rent.

7. In this regard, the MahaRERA is of the view that the complainants are the original members of the old building, which has taken for re-development by the respondent. The complainants, being members of the said old building, are seeking possession of their flat, rent and also cost of this complaint. In this respect, the MahaRERA is of the view that as per the provision of section-3 of the RERA, the re-development component does not fall within the purview of the MahaRERA. However, the MahaRERA on perusal of details uploaded by the respondent on MahaRERA website, it appears that the respondent while registering this project has registered entire rehab as well as the sale component with the MahaRERA.
8. In view of the said facts, the MahaRERA directs the respondent to handover possession of the flat to the complainants in accordance with the agreement executed with the complainants within a period of 3 months.
9. With regard to the claim of the complainants for rent, the MahaRERA feels that there is no provision under the RERA to grant such relief. Hence, the claim of the rent prayed by the complainants stands rejected.
10. With the above directions, the complaint stands disposed of.



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