

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

Complaint No. CC006000000120966

Mr. K Ramani

.... Complainant

Versus

M/s. Macrotech Developers Ltd

.... Respondent

Project Registration No. **P51700014760**

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

Complainant appeared in person.

Adv. Mahendra Singh appeared for the respondent.

ORDER

(22nd January, 2020)

1. The complainant has filed this complaint seeking directions from MahaRERA to restrain the respondent from collecting excess amount from him and pay compensation and cost under the various provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "**Lodha Amara - Tower 6, 22**" bearing MahaRERA registration No. P51700014760 at Thane.
2. This complaint is heard finally today. During the hearings, both the parties appeared and made their respective submissions. It is the case of the complainant that he had booked the said flat for a total consideration amount of Rs. 1,14,00,000/- plus GST and other taxes. The respondent has executed registered agreement for sale with him on 11-03-2019, wherein the date of possession is mentioned as 30-08-2021. Till date he has paid an amount of Rs. 90,00,000/- which comes to 80% of the total cost. However, on site only 40% construction work has been completed and the respondent has taken excess amount from him. Further, there is no wall, electricity line, plumbing, flooring, woodworks (doors/ windows), flooring, bathroom works, plastering, etc. and



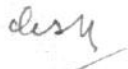
the respondent has no Sale Deed and there are issues of FSI, Terrace rights, use of Club house (ratio), larger property rights to be signed at the time of possession. The complainant, therefore, has filed this complaint seeking reliefs as claimed by him.

3. The respondent, on the other hand, disputed the claim of the complainant and stated that the external work is complete on site and only the internal work is to be done. No excess money is recovered from the complainant as alleged by him as 81% amount is collected and the date of possession is in 2021. The said payment is taken as per the payment schedule mentioned in the agreement for sale.
4. The MahaRERA has examined the arguments advanced by the both the parties as well as the record. In the present case, the complainant has alleged that the respondent has taken excess payment from him and hence, prayed restraining the respondent from asking further payment. Admittedly, the date of possession mentioned in the agreement for sale is not yet over.
5. On perusal of the online complaint, filed by the complainant, it appears that though the complainant is disputing payment taken by the respondent for the flat booked by him in the respondent's project, he has not annexed the copy of agreement for sale along with his complaint. Even during the hearing, the complainant has failed to produce the same on record of MahaRERA to substantiate his claim. In this regard, the MahaRERA is of the view that in absence of the agreement for sale, the MahaRERA can not rely upon mere statement made by the complainant for excess payment.
6. Moreover, the MahaRERA is of the view that the agreement for sale in the present case is executed after the provisions of the RERA came into effect. The same is binding upon both the complainant allottee as well as the



respondent/promoter and both are bound to adhere to the payment schedule mentioned in the said agreement for sale.

7. In view of the aforesaid facts of this case, the request of the complainant for grant of such reliefs can not be considered. However, the respondent is directed to provide Architect's completion certificate to the complainant with regard to the present status of the project within a period of 15 days from the date of this order.
8. Consequently, with the above directions, the complaint stands disposed of.


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

महा-रेरा