

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000044323

Pradeep Menon ... Complainant

Versus

Lucina Land Development Limited
MahaRERA Regn. No. P52000000475 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present a/w Mr. Srinivasa Varadhan, Adv.
Respondent was represented by Mr. Abir Patel, Adv. (i/b Wadia Ghandy & Co.).


Order

August 31, 2018

1. The Complainant had booked an apartment in the Respondent's project 'Indiabulls Park 4' situated at Panvel, Raigad. The Complainant has alleged that the Respondent kept re-allotting the earlier allotted apartment in various towers of the said project and despite several follow-ups failed to execute and register the agreement for sale. Further, he submitted that the project has undergone various changes and therefore the Respondent be directed to refund the entire amount paid by him along with interest as per section 12 of the Real Estate (Regulation and Development) Act, 2016.
2. The learned counsel for the Respondent submitted that the Respondent is willing to execute and register the agreement for sale for the apartment bearing no. 1904. Further, he submitted the Complainant was fully aware that the project may undergo changes as the provisional booking letter signed by the Complainant already states the same. He submitted that the Respondent will handover possession of the said apartment by January 31, 2024 as stated in their MahaRERA registration.



3. As per the provisions of the 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.
4. In view of the above facts, the parties are directed, if the Complainant intends to continue in the said project, 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 60 days from the date of this Order. The Respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainant before the period ending December 31, 2022, failing which the Respondent shall be liable to pay interest to the Complainant from January 1, 2023 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.
5. In case the Complainant wants to withdraw from the said project, then such withdrawal shall be guided by the terms and conditions of their allotment letter.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA