

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO. CC006000000057332

Sushila Gautam ... Complainant

Versus

Lucina Land Development Limited
MahaRERA Regn. No. P52000000488 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present.

Respondent was represented by Mr. Abir Patel, Adv. (i/b. Wadia Ghandy & Co.) a/w Mr. Soham Hatkar, Authorised representative.

Order

December 24, 2019

1. The Complainant has stated that she booked an apartment in the Respondent's project 'Indiabulls Park 3' situated at Panvel, Raigad in 2013 via an allotment letter. Subsequently, various correspondences were exchanged between the parties but no agreement for sale could be executed between the parties due to failed negotiations. The Complainant has further stated that the Respondent, at the time of registering the project with MahaRERA, has put a revised competition date as December, 2023. Therefore, she prayed that the Respondent be directed to refund the entire amount paid along with interest.
2. The learned counsel for the Respondent submitted that various negotiations have happened between the parties however, parties have failed to reconcile each other's stand. Specifically, he submitted that three options were provided to the Complainant in 2014, namely:
 - i. booking to be cancelled and refund to be provided with interest;
 - ii. shift to phase which is at an advanced stage of construction;
 - iii. stay invested in the same project.

He further submitted that the negotiations have failed between the parties.



3. Multiple opportunities were given to the parties to settle the matter amicably. However, the Complainant has finally informed this Authority that the settlement talks have failed.

1. Section 18 (1) of the Real Estate (Regulation and Development) Act 2016 reads as:

*“ if the promoter fails to complete or is unable to give possession of an apartment, plot or building, –
(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;*

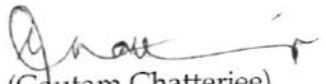
he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. “

4. Since the parties have yet to enter into registered agreement for sale, the provisions of Section 18 of the Act are not applicable for withdrawal from the project, with refund of entire amount paid along with applicable rates of interest, as prayed by the Complainant.

5. In view of the above facts, the parties are advised 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 this Order.

6. Alternatively, if the Complainant intends to withdraw from the said project then such withdrawal shall be guided by the terms and conditions of the booking form or as agreed between the parties.

7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA