

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000023323

Amit Shah ... Complainant

Versus

Lucina Land Development Limited ... Respondent  
MahaRERA Regn.No. P52000000835

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.

Respondent was represented by Mr. Nilesh Gala, Adv. (i/b Law Square)


**Order**

April 24, 2018

1. The Complainant has booked an apartment bearing No. 1774 (tower 5A) in the Respondent's project 'Indiabulls Park 2' situated at Panvel, Raigad. He alleged that the draft of the Agreement for sale as provided by the Respondent is not in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder. Specifically, he alleged the payment terms as stated in the draft agreement for sale are not in accordance with the Model Form of Agreement and that express consent of the Complainant is being taken by the Respondent for changes in layouts etc., if required to be done in the future. Further, he alleged the Respondent has signed agreements with other allottees in the said project with a timeline of 2020 for handing over possession, however Respondent has put June, 2023 as the timeline of handing over possession in their MahaRERA registration webpage. Therefore, the Complainant prayed that the Respondent be directed 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 and that he shall handover possession of the said apartment by 2020.



2. The advocate for the Respondent submitted that the clauses that are not in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder will be accordingly modified. Further, he submitted the Respondent had offered the apartment at a concessional price to the Complainant and therefore, the payment plan is not in accordance with the Model Form of Agreement. He also submitted that he is willing handover possession of the said apartment to the Complainant by December, 2022 with a further grace period of nine months for mitigating circumstances, if any.
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 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 30 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, 2022 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. Payment plan to be as agreed between the parties as a concessional consideration price is being offered to the Complainant.
6. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA