

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000054814

Amar Chandrakant Raut ... Complainant

Versus

Lucina Land Development Limited  
MahaRERA Regn. No. P52000000709 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

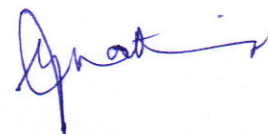
Complainant was represented by Ms. Pooja Gaikwad, Adv. (i/b Sanjay Chaturvedi Associates).

Respondent was represented by Mr. Abir Patel, (i/b Wadia Ghandy & Co.).

**Order**

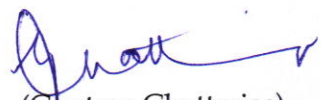
August 31, 2018

1. The Complainant has booked an apartment bearing no. 507 in the Respondent's project 'Indiabulls Park 1' situated at Panvel, Raigad through an allotment letter in December, 2013. The Complainant alleged that the Respondent, despite several follow-ups, has failed to execute and register the agreement for sale. Further, he submitted 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. Further, he submitted that 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 also submitted that the Respondent had in 2015 offered to refund the amount paid by the Complainant but the Complainant chose to continue in the said project. He submitted



the Respondent will handover possession of the said apartment by March 31, 2023 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