

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000001027

Adil Doctor  
Farahanaz Doctor

... Complainants

Versus

Lucina Land Development Limited  
MahaRERA Regn.No. P52000001590

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.

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

**Order**

January 22, 2018

1. The Complainants have purchased an apartment bearing No. 1108-(15B) in the Respondent's project 'Indiabulls Greens - 3' situated at, Kon, Taluka Panvel, District Raigad via a registered agreement for sale dated June 30, 2011. The Complainants alleged that the date of possession as stipulated by the said agreement is March 2017, as the date of possession was 5 years and 9 months from the date of the agreement. They further alleged that the Respondent has failed to hand over the possession of the said apartment within the stipulated period and therefore the Respondent be directed to pay interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).
2. The advocate for the Respondent pointed out that the present complaint is similar to another complaint filed before MahaRERA against the said project and the Authority has already established that there has been no delay in handing over possession by the Respondent.




3. In an earlier MahaRERA order (hereinafter referred to as the said *Order*) dated December 18, 2017 in Complaint No: CC006000000000905 filed against the Respondent in the said project, the Authority has already decided that there has been no delay, in accordance with the terms and conditions of the agreement for sale, in handing over possession by the Respondent. Further, in the said Complaint, the Respondent has already stated that he is willing to handover possession before the period ending December 2018, which is several months earlier than the revised date disclosed by the Respondent in its MahaRERA registration and as allowed by the said agreement. The said Order dated December 18, 2017 reads as thus:

*" ..... 7. The complainant, in alleging that the date of possession is 60 months from the date of the agreement has failed to take into account the further extensions stipulated under clause 9 of the said agreement. Accordingly, there has been no delay as alleged by the complainants.*

*.....8. Accordingly, since the complainant has failed to establish that the promoter has failed to complete or is unable to give possession of the apartment in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein, provisions of section 18 of the said Act does not apply to the present CASE."*

4. In this case too, the said agreement for sale dated June 30, 2011 also stipulates the same extensions as deliberated in the said MahaRERA Order.
5. In view of the above facts, the Respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the Complainants before the period of December 31, 2018, failing which the respondent shall be liable to pay interest to the Complainant from January 1, 2019 till the actual date of possession, on the entire amount paid by the Complainants 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.
6. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA