

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC006000000055600.

Mukesh Tiwary

... Complainant.

Versus

Lodha Amara Project
(Lodha Amara-Tower 26,27,
28, 30, 34, 35, Thane)

... Respondents.

MahaRERA Regn: **P51700001031**

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.

Appearance:

Complainant: In person.

Respondents: Adv. Sunilraja Nadar

FINAL ORDER

26th September 2018.

With the consent of the complainant and advocate Mr. Sunilraja Nadar for the respondents took the matter for final hearing.

2. The complainant contends that he booked flat nos. 2501, 2505 & 2604 of Wing 27 of the respondents Lodha Amara project, Kolshet, Thane on their representation that the construction of the project was running six months in advance. They agreed to hand over the possession of the flats on or before 30th April 2019 subject to additional grace period of 18 months. Therefore, the complainant and his family members agreed to accept time bound payment plan. They made 70% payment against flat nos. 2505 & 2604. They paid 60% payment against flat no. 2501 as per the time schedule. Thereafter, they came to know from the respondents that RCC work for level 27 was initiated for Wing-27 on 8th May 2018 and they were not going



to get possession by October 2018. They made the excess payment as compared to the actual progress of construction with the hope of getting the possession on earlier date. The respondents refused to change payment plan. The complainant submits that the respondents want to take 100% payment from them without giving the possession as agreed and therefore, he requests to direct the respondents to change the payment plan.

3. The learned Advocate of the respondents submits that the respondents have been claiming the amount as per the agreements and there are no merits in the case.

4. After hearing the arguments and perusing the documents produced in the matter, I find that the complainant himself admits the following facts.

- a. The respondents agreed to hand over the possession of the flats on or before 30.04.2019 subject to grace period of 18 months.
- b. The complainant accepted the time bound plan for paying the consideration.

6. It appears that only because of the RCC work of level 27 is initiated on 08.05.2018, the complainant apprehends that the respondents would not be able to give possession on the agreed date. To my mind, this apprehension will not give rise to the cause of action for filing the complaint of this nature.

7. The complainant and his family members have willingly accepted the time bound schedule and therefore, they are bound by the contractual obligation. This Authority cannot rewrite agreements for them.

8. If the respondents fail to hand over the possession of the flats on the agreed date, the remedy under Section 18 of RERA is open to the complainant and his family members. I find no merits in the case. With this observation, the following order.




ORDER

The complaint is dismissed.

Mumbai.

Date: 26.09.2018.


26.9.18

(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.