

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000001189

Nandkumar Malandkar ... Complainant

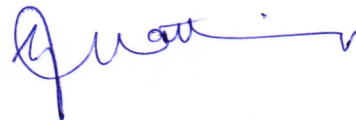
Versus

Lodha Builders and Developers ... Respondent
MahaRERA Regn.No. P99000005381

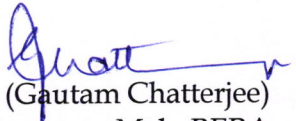
Order

23rd November 2017

1. The complainant has filed this complaint, stating that he has booked an apartment in the Respondent's above mentioned project in December, 2015 and entered into registered agreement for sale in January 2016. In the agreement, no specific date of possession was mentioned. However, it was allegedly committed by the respondent that the possession will be handed over in 18 months. Further the complainant stated that instead of demanding the money in instalments as per the agreement, the complainant have paid more money than the work completed. Moreover, the Respondent has put a revised date of completion of the project on MahaRERA website as 31st March 2021. The complainant is not ready to wait till that time and requested for directions to the Respondent for handing over early possession of the apartment and interest on the delay.
2. During the hearing held on 13th November 2017, the Complainant himself and Shri B.D. Goswami, representative of the Respondent, pleaded the matter and both the parties sought short adjournment to discuss and settle the matter amicably.
3. On 20th November 2017, the Complainant and for the Respondent Shri Sanjay More, were present. The Respondent stated that they never committed the possession will be handed over in 18 months. However, the construction work of the said project is going on satisfactorily and he will try to hand over the possession of the said apartment before the date which is put on the MahaRERA website. The Complainant was not satisfied with the statement made by the Respondent and prayed for a particular date of possession.
4. Both the parties have agreed that the consideration amount paid by the complainant till date is commensurate with the construction work carried out at project site and the future payment of instalments of the balance consideration amount shall be strictly in accordance with the registered agreement for sale



5. The revised date of possession for an ongoing project has to be commensurate with the extent of balance development as per 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. Therefore, the respondent is directed to handover the possession of the said apartment to the complainant before the period of 31st March 2019, failing which the respondent shall be liable to pay interest to the complainant from 1st April 2019 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.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA