

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000012508

Virjanand Rastogi

... Complainant

Versus

Lucina Land Development Limited
MahaRERA Regn.No. P52000001590

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present along with Mr. Vinamra Kopariha, Adv.
Respondent was represented by Mr. Mr. Nilesh Gala, Adv. (i/b Law Square)

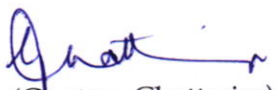
Order

May 2, 2018

1. The Complainant has booked an apartment bearing No. 1707- 15B in the Respondent's project 'Indiabulls Greens - 3' situated at Panvel, Raigad in June, 2013. The Complainant stated that at the time of booking, he was promised possession of the said apartment in 2015 but the Respondent has neither executed the agreement for sale nor has he handed over possession of the said agreement till date. Further, he alleged that the Respondent has been levying certain interest for the delay in making payments by the Complainant. Therefore, he prayed the Respondent be directed to execute and register the agreement for sale, waive off the interest for delayed payments and handover possession of the said apartment at the earliest.
2. On the first date of hearing, the advocate for the Respondent submitted that the Respondent is willing to execute and register the agreement for sale provided the Complainant makes the payment that has been due till date along with interest. He also submitted the Respondent has been following up with the Complainant on multiple occasions for executing and registering the agreement for sale but the Complainant has failed to do so. Further, he submitted that the Respondent is committing to handover possession of the said apartment by December 2018.
3. Complainant stated that he is willing to pay the balance payment with interest provided the Respondent shows correspondence in that regard.



4. On the next date of the hearing, Complainant was not present and the Advocate for the Complainant sought an adjournment. The advocate for the Respondent stated that they have forwarded the necessary correspondence to the Complainant regarding the balance amount that is due.
5. In an earlier MahaRERA Order dated December 18, 2017 in complaint no. CC006000000000905 for the same project, the Respondent has been directed to handover possession by December 2018.
6. 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. Further, the Respondent shall not charge interest for the delayed payments, in violation of 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. The Respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainant before the period ending 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 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.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA