

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000056258

Mira Mehta

... Complainant

Versus

Lucina Land Development Limited
MahaRERA Regn. No. P52000001160

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Adv. palak Patel (i/b. Mansukhlal Hiralal & Co.).
Respondent was represented by Mr. Abir Patel, Advocate, (i/b. Wadia Gandhi & Co.) a/w
Mr. Soham Hatkar, Authorised representative.

Order


March 04, 2020

1. The Complainant has stated that she had purchased an apartment in the Respondent's project 'Indiabulls Greens - 2' situated at Panvel, Raigad via an agreement for sale executed in December, 2011. The Complainant has further stated that as per the said agreement, the Respondent had to hand over possession within 60 months plus a grace period of 9 months, i.e., by September 2017. Further, he has stated that he has terminated the agreement but the Respondent is deducting an amount by way of cancellation charges and hence he has filed the present complaint for full refund and compensation of consideration paid. Therefore, he prayed that the Respondent be directed to refund the amount paid along with interest.
2. The learned counsel for the Respondent submitted that the said project is already completed and the Respondent has received the occupancy certificate for the same on October 1, 2018 itself. He further submitted that the Complainant has defaulted in making timely payments as per the terms and conditions of the said agreement.



Further, he submitted that the Respondent is still willing to handover possession of the apartment.

3. The learned counsel for the Complainant sought time to seek instructions.
4. On the next date of hearing, the learned counsel for the Complainant submitted that the Complainant has made the final payment of the consideration price of the apartment to the Respondent, between the hearing dates of this complaint. She added that though the original prayer in the complaint is for refund of the consideration amount, the Complainant is now willing to take possession of the apartment.
5. The learned counsel for the Respondent submitted that he does not have instructions regarding the balance payment having been paid by the Complainant. Therefore, he submitted that subject to the payment having being received, the Respondent is willing to handover possession of the apartment.
6. In view of the above, the Respondent shall hand over possession of the apartment to the Complainant, subject to the balance payment being paid by the Complainant.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA