

3. Final hearing was held through video conference as per MahaRERA Circular no: 27/2020 on October 1, 2020. Learned Counsel for Complainant sought time for filing rejoinder, which was allowed to the parties and the matter was reserved for order on November 02, 2020.
4. The Respondent, in his affidavit, while denying all the allegations and contentions made in the complaint and seeking dismissal of the complaint with costs, has stated the following:
 - a) The Complainant has made a misrepresentation regarding the date of possession. Even the email dated April 13, 2017 referred to by the Complainant, mentions a probable completion date of June 2020.
 - b) There is no violation of Section 12 as amounts taken from the Complainant are not on the basis of any notice, advertisement or prospectus which have caused any loss to the allottee.
 - c) The Complainant, a private limited company, have themselves admitted in their submission that they are seeking an exit from the project due to personal reasons because they themselves are unable to provide necessary security for availing loan.
 - d) The increase in the carpet area of the apartment is in accordance with Clause 6.4 of the allotment letter which allows variation of up to 15% in the dimension of the apartment.
 - e) If the Complainant chooses to terminate the booking, the same should be guided by Clause 8.1 of the booking application form.
5. The Complainant in their rejoinder uploaded on October 13, 2020 have reiterated that there is violation of Section 12 and stated that the increase in carpet area is more than 15% but the Respondent has capped the revised consideration so that the increase does not exceed 15 % over the amount acknowledged as the sales consideration at the time of allotment.
6. In view of the above, the contention of the Complainant that there is violation of Section 12 of the Real Estate (Regulation and Development) Act, 2016 is not accepted. Therefore, if the Complainant wishes to withdraw from the project, it would be as per the terms and conditions of the booking application form and not in accordance with Section 12 of the Act.
7. Consequently, the matter is hereby disposed of.

Gautam Chatterjee Digitally signed by Gautam
Chatterjee
Date: 2020.11.02 14:14:42 +05'30'
(Gautam Chatterjee)
Chairperson, MahaRERA