

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000000727

Kumud Singh ... Complainant

Versus

India Bulls ... Respondent
MahaRERA Regn.No. P52000000835

Corum:
Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present
Respondent was represented by Shri Yogesh Bafna, Authorised Signatory

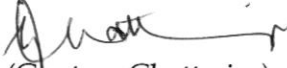
Order

19th December 2017

1. In December 2016, the Complainant has booked an apartment bearing No. 33-2902 in the Respondent's project 'India Bulls Green' situated at, Panvel with a carpet area 858.71 and paid significant amount out of the total consideration amount. She further said that no agreement for sale has been executed till date because some issues were pending with the promoter. She added that it is now notified by the Respondent that there have been changes in the project name (Indiabulls - Green has now become Indiabulls - Parks) and her allotted apartment now bears No. Rose5B-2906 in Tower 33C.
2. During the hearing, the complainant further stated that in the draft agreement, the respondent is being allotted an apartment of 802.22 Sq.Ft. at a higher cost i.e. lesser carpet area at a higher rate. Moreover, the charges for infrastructure / Water / Sewer, etc. are also being doubly charged. Therefore, the complainant prayed for intervention of MahaRERA.



3. During the hearing the Respondent stated that, at the time of booking, since the booking was provisional, the usable carpet area mentioned in the allotment letter was tentative. As per the approved layout and plan they have allotted apartment bearing No. Rose5B-2906 in Tower 33C with carpet area 863.07 (as against 858.71 sq. ft. in the letter of allotment) and the same is reflected in the registered project details on the MahaRERA website. The proportionately higher consideration cost is because of the marginal increase in the carpet area. Regarding doubly charging for infrastructure / Water / Sewer, etc. charges, the Respondent stated that the same will be rectified and they are willing to execute the agreement for sale, in accordance with the provisions of MahaRERA. The Complainant also agreed to the same.
4. In view of the above facts, the parties are, hereby, 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 45 days from the date of this Order.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA