

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

Complaint No. CC006000000078248

Mr. Bindas Arjun Patil

.... Complainant

Versus

M/s. Lodha Developers Ltd.

.... Respondent

Project Registration No. P51700000124

Coram: Dr. Vijay Satbir Singh, Hon'ble Member – 1/MahaRERA

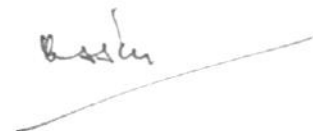
Adv. Dipak Solanki for the complainant.

Adv. Akshay Pare for the respondent.

ORDER

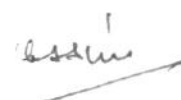
(10th January, 2020)

1. The complainant has filed this complaint seeking directions to the respondent to refund an amount of Rs.5,51,855/- along with interest from the date of total payment till the date of realization and also to pay compensation of Rs.1 Lakh for cheating and mental agony and harassment under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") with respect to the booking of a Flat No. 704 in Wing 'A' of the respondent's project known as "Pallava Lagoon A to F" bearing MahaRERA Registration No. P51700000124 at Dombivli, Dist. Thane.
2. This complaint was heard on several occasions and the same is finally heard today. It is the case of the complainant that he had booked the said flat, adm. 55.83 sq.m. area for a total consideration amount of Rs.65 Lakh. The registered Agreement for Sale has been executed on 25th May, 2018, wherein the date of possession was 23rd July 2018. The respondent had agreed to give 60.57 sq.m. flat area. However, he has mentioned the area adm. 55.83 sq.m. and an area adm. 4.74 sq.mtrs. as balcony. As per the RERA definition, the balcony area is not covered. Since the respondent has provided a lesser area



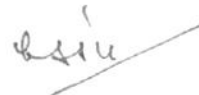
in the said flat, the complainant has sought compensation for the reduced area from the respondent.

3. The respondent disputed the claim of the complainant and stated that as per the registered agreement for sale, an area adm. 60.57 sq.mtr. was sold to the complainant i.e. 53.49 is the total carpet area in the said flat plus 4.789 sq.m. i.e. area of two balconies. In total, the complainant is getting a flat adm. 58.27 sq.m. i.e. 627.21 sq.ft. carpet area, which is more than what is given in the approved plan.
4. The respondent further stated that the definition under clause 1.13 of the Agreement for Sale shows a net usable area of the said flat including the area covered by the internal partition walls of the said flat, but excluding the balcony, terrace area etc. and thus the complainant has not been deprived of any area as the same was provided in accordance with the Agreement for Sale. In fact, the total area of the said flat actually provided to the complainant is more than what is shown in the approved plan after excluding the area of balcony etc., Hence the respondent prayed for dismissal of this complaint.
5. The respondent further stated that the complainant has already taken possession of his flat on 23rd July, 2018 and after taking the possession, he has started making allegations which is not tenable. Hence, the respondent prayed for dismissal of the complaint.
6. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In the present case, the complainant is seeking compensation for the lesser area provided by the respondent. The respondent has submitted approved plan on record with MahaRERA to show that the actual area of the flat of the complainant is 627.21 sq.ft. i.e. 58.27 sq.m. However, in the Agreement for Sale entered into between them, the



area of the said flat is mentioned as 55.83 sq.m., which shows that the flat allotted to the complainant is more than what is agreed upon by the respondent and hence the MahaRERA do not find any merit in the contention of the complainant that the area of the flat is lesser than what is agreed upon. Hence the claim of the complainant for compensation does not arise. Moreover, MahaRERA has also observed that the complainant has also taken possession of the said flat in the month of July, 2018 and after taking possession, he is making such grievances which is not tenable.

7. Hence, MahaRERA does not find any merits in the complaint and the complaint stands dismissed.



(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA