

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

COMPLAINT No: CC00600000055681

1. Mr. Maya Haresh Karvat
2. Haresh Ramniklal Karvat

..... Complainants

Versus

M/s. Nahalchand Laloochand Pvt.Ltd.

..... Respondent.

MahaRERA Registration No. **P51800004816**

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-1

Adv Satish Sharma appeared in person.

Adv. Amit Palkar appeared for the respondent.

ORDER

(16th November, 2018)

1. The complainants have filed these complaints seeking directions from MahaRERA to the respondent to allot basement mechanical puzzle parking as per the terms and conditions of the agreement or alternatively to pay an amount of Rs. 8 Lakhs being the cost of the parking along with interest in respect of booking of flat No.901, on 9th floor, in the respondent's project known as "**NL Aryavarta**", bearing MahaRERA Registration No. **P51800004816** situated at Dahisar.
2. This matter was heard today. During the hearing, the complainants argued that he has purchased the said flat by executing registered agreement for sale with the respondent in the year 2016. At the time of the said agreement, the respondent has agreed to allot one basement parking. However, the respondent has not provided the parking as agreed in the agreement and he has allotted stack parking of different space inside the basement. In addition to this, the complainant further argued that as on

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date though the parkings are available, the respondent is selling the said parking for an amount of Rs.9 Lakhs.

3. The respondent has disputed the claim of the complainants and argued that due to amendment in Development Control Regulations 1991, the parking space got changed. Therefore, the respondent could not allot the stack parking at basement level. The respondent further clarified that at the time of taking possession in the month of May 2018, the complainant has accepted the said parking after inspection and they have also given consent for mechanical puzzle parking. The respondent therefore argued that now the complainants cannot make any grievances about the parking.
4. The MahaRERA has examined the arguments advanced by both the parties as well as the records. In the present case, the complainants have booked a flat in the respondent's project and the registered agreement was also executed in the year 2016. According to the said agreement, the respondent has agreed to allot the parking space to the complainants at the basement level. Though the possession of the flat is given to the complainants in the month of May, 2018, the respondent has not provided the parking space as per the terms and conditions of the registered agreement. The respondent has relied upon the consent letters signed by the complainants and alleged that the complainants have already been given consent for the said parking and hence the complainants cannot approach the MahaRERA for any relief.
5. In this regard, the MahaRERA feels that the respondent cannot dilute the terms and conditions of the registered agreement for sale which has a binding effect on both the allottees as well as the promoter by signing any letter by the complainants. The complainants cannot over-ride any of the

terms and conditions . The complainants are entitled to get the possession of their flat alongwith all the amenities strictly as per the terms and conditions of the agreement executed between the complainants and the respondent. Since the respondent has agreed to allot the stack parking at basement level, the respondent is liable to provide the same in accordance with the agreement for sale and if no parking space is available at the basement level, the respondent developer is liable to refund the difference amount paid by the complainants at the time of booking since now he is selling the basement parking @ Rs.9 Lakhs.

6. With regard to the relief sought by the complainants for interest for delayed possession under section 18 of the RERA Act, the MahaRERA feels that since the complainants have already taken possession of the said flat in the month of May, 2018, he cannot seek relief under section 18 of the RERA Act. Hence the request of the complainants cannot be considered at this stage.
7. With the above observations, the complaint stands disposed of.



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