

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NOS: CC006000000012638

Pramod Kumar Bhambani ... Complainant

Versus

The Bombay Dyeing and Manufacturing Co. Ltd.  
MahaRERA Regn. No: P51900008726 ... Respondent

Coram  
Hon'ble Shri Gautam Chatterjee, Chairperson

**Order**

March 15, 2018

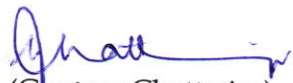
Complainant represented himself.

Respondents represented by Mr. Karan Bhosale, Adv, Mr. Varun Satiya, Adv (M/s. Crawford Bayley & Co), Mr. Navin Bhasin, Adv.

1. The Complainant has booked an apartment bearing No. 2802 along with two car parking spaces in the Respondent's project 'ICC' situated at Dadar, Mumbai via allotment letter dated June 8, 2017. The Complainant alleged that the draft agreement for sale (*hereinafter referred to as the 'draft'*), as provided by the Respondent for the said apartment is not in conformity with the Model Form of Agreement as annexed to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.
2. During the hearing, the Complainant specifically pointed out that the said draft:
  - a) Stipulates that the Respondent reserves the right to make changes in the plans, layout, design elevation etc. and that the Complainant consents to the same. This is in violation of Section 14 of the Act.



- b) Stipulates that the Respondent will indefinitely (even after conveyance) retain rights over commercial revenues from using common areas and facilities and that the Complainant consents to the same.
  - c) does not specify the location of the parking space allocated to the Complainant.
3. The advocate for the Respondent submitted that they will make the necessary amendments to the said draft according to the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder and share the amended draft with the Complainant.
  4. Further, the Respondent shall specify in the agreement for sale, the location of the two parking spaces to be provided to the Complainant.
  5. In view of the above facts, the parties are directed to, if the Complainant intends to continue in the said project, execute and register 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.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA