

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

COMPLAINT NO. CC005000000011420

Janardan Kavthekar

.....Complainant

Versus

Xrbia North Hinjewadi Developers Pvt. Ltd.

.....Respondent

MahaRERA Registration No: P52100012738

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

The complainant appeared in person

Adv. Vijay Kumbre appeared for the Respondent.

Order


(29th June, 2018)

1. The complainant has filed this complaint seeking directions from this Authority to the respondent to give possession of flat admeasuring 418 sq.ft. carpet area as promised by the respondent in the Provisional Allotment Letter and to pay interest @ 18% until the possession of the flat is given to him by the respondent with a cost of Rs. 5 lakhs in respect of booking of the flat bearing No. B/1-506 in the Project known as 'Riverfront- EH-1' bearing MahaRERA Registration No. P52100012738 at Hinjewadi Road, Pune, Maharashtra.
2. During the hearing, the complainant argued before this Authority that at the time of booking of the said flat, the respondent promised to hand over the flat adm. 418 sq. ft. carpet area. However, in the registered Agreement executed on 15th Sept. 2017, the respondent has mentioned the area of the said flat as 36.40 sq. mtr. (389 sq.ft. carpet area). Further, he stated that he booked a two BHK flat in the project. But, the flat



offered by the respondent is one and half BHK. In the Provisional Allotment letter issued in the year 2014, the respondent has mentioned the carpet area of the said flat as 418 sq.ft. The complainant further argued that in the MahaRERA website he has not mentioned the area as 389 sq.ft. carpet in the building details. Hence, the present complaint has been filed.

3. The respondent disputed the claim of the complainant and stated that in the prospectus as well as in the provisional letter issued in the year 2014, the area of the said flat was mentioned as 418 sq. ft. carpet area. However, the respondent has not issued final allotment letter to the complainant showing the said area. The respondent further stated that he executed the registered Agreement with the complainant on 15th September, 2017 and the said flat was sold for a total consideration amount of Rs. 26,21,070/-. Out of which, the complainant has paid an amount of Rs.17,21,998/- only. In the said Agreement, in para -1, the area of the said flat was mentioned as 36.14 sq. mtr. (389 sq.ft. carpet area) and the said Agreement was duly signed by the complainant. Till date the complainant has never disputed the area mentioned in the said Agreement.
4. Now the flat of the complainant is ready for possession and they have obtained Occupation Certificate from the Planning Authority on 05/12/2017. Though the possession was offered to the complainant, he refused to accept the same. The respondent is ready to hand over the possession of the flat to the complainant subject to the payment of outstanding amount. The respondent, therefore, requested for dismissal of the present complaint.
5. This Authority has examined the arguments of both the parties. It is an admitted fact that the registered Agreement for Sale has been



executed between the complainant and the respondent and the flat bearing No. 506 in Bldg. B-1 has been sold to the complainant. The said agreement is duly signed by both the parties. The complainant has disputed the area of the flat offered by the respondent. He contended that the respondent should hand over a two BHK flat adm. 418 sq.ft. carpet area as mentioned in the Provisional Allotment Letter issued in the year 2014. In this regard, this Authority has perused clause No. 5 of the said registered Agreement. In the said clause, the carpet area of the said flat excluding the balcony area was mentioned as 36.14 sq.mt. (389 sq.ft.) alongwith 1.86 sq. m. balcony and 2.14 sq.mt. terrace area.

6. The respondent has clarified that 418 sq. ft. carpet area mentioned in the allotment letter included balcony and terrace area. Both the parties have signed the agreement accepting all terms and conditions. The complainant can't raise any objection regarding the area at this stage.
7. In the light of these facts, this Authority does not find any merits in this complaint. Moreover, there is no provision in the Real Estate (Regulation and Development) Act, 2016 wherein the complainant can claim such a relief. Hence the complaint stands dismissed for want of merits.



Dr. Vijay Satbir Singh
Member-I/ MahaRERA