

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**
COMPLAINT No: CC006000000055721

Mrs. Bhanumati Dedhia

..... Complainant

Versus

M/s. Mahavir Enterprises

..... Respondent.

MahaRERA Registration No. P51800002719

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

The complainant appeared in person
Adv. Pratiksha Mody appeared for the respondent.

ORDER

(26th September, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to execute supplementary agreement with the complainant in respect of an additional area provided by the respondent alongwith her original flat allotted under re-development project undertaken by the respondent known as '**Arham Aum**' in the respondent's project known as '**The Park**' bearing MahaRERA Registration No. P51800002719 at Mumbai.
2. The matter was heard finally today. During the hearing, the complainant has argued that she is the original tenant of an old building which was in dilapidated condition. The owner took steps to re-develop the said building by executing development agreement with the respondent for re-development of the said building. In the said project, the complainant was provided a flat admeasuring 524 sq.ft. carpet free of cost and she bought an area admeasuring 113 sq.ft. carpet area from the respondent for a total consideration amount of Rs.13,50,000/-, out of which she has paid an amount of Rs.11,51,000/-. Though the respondent has obtained occupancy certificate, he is not executing the supplementary agreement for transferring the marketable title in favour of the complainant. Hence, the complainant is seeking directions from MahaRERA to the respondent to execute supplementary agreement ratifying the area, flat No. and floor of the said flat.

3. The respondent disputed the claim of the complainant and argued that as per the original agreement executed with the complainant dated 30th December, 2011, the complainant was provided a flat adm. 637 sq.ft. carpet (524 sq.ft. free of cost + 113 sq.ft. bought by the complainant as per market rate). However, in the year 2012, the DCR got changed and the fungible FSI was introduced by the Government. Accordingly, a joint meeting with all four original tenants was conducted and by obtaining their consent, the plan was amended due to which an area of the said flat was again increased an additional 170 sq ft. i.e. from 637 sq.ft. to 807 sq.ft. carpet area. Even the floor of the flat of the complainant was also changed. Since the area of the said flat was increased additional 170 sq.ft. carpet area, the complainant is not paying the consideration amount for the said extended area of 170 q. ft. and even she has taken forcible possession of the said flat in the month of April, 2018 and is residing there. The respondent further argued that he is ready to execute supplementary agreement subject to necessary payment by the complainant.
4. The MahaRERA has examined the arguments of both the parties as well as the record. In the present case, the complainant is seeking direction from MahaRERA to execute the supplementary agreement of the area in the flat No. and floor of the said flat. There is no provision in the RERA Act which empowers MahaRERA to issue such directions. The MahaRERA further feels that the MahaRERA can enforce the agreement executed between the allottee / home buyer and the promoter. However, it can't give directions for execution of an agreement for additional area. Moreover, the MahaRERA feels that there is no violation of the provisions of RERA Act, 2016 and rules and regulations made thereunder and therefore, the complaint cannot be entertained.
5. In view of these facts, the complaint stands dismissed for want of merits.


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