BEFORE THE

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI

COMPLAINT NO. CC006000000100465

Complainant

Jehangir N. Wadia		
Jerua Li Tracia	3.7.7	

Versus

Indiabulls Properties Private Limited ... Respondent MahaRERA Regn. No. P51900000616

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Adv. Jinal Gogri (i/b. Negandhi Shah & Himayutullah). Respondent was represented by Adv. Abir Patel (i/b. Wadia Ghandy & Co.) a/w Mr. Soham Hatkar, Authorised representative.

Exparte Order

March 16, 2020

- 1. The Complainant has stated that he had booked two apartments bearing nos: A3 2104 and A3- 2704 in the Respondent's project 'Indiabulls Sky Forest -A3' situated at Elphinstone Road, Mumbai through application form dated May 30, 2013 and allotment letter dated August 19, 2015. The Complainant alleged that he was promised possession of the said apartment by December 2018 but the Respondent has now revised the timeline. Further, he stated that the Respondent has revised the carpet area of the said apartment and was informed of the same via email dated April 30, 2016 and has made changes to the floor plan and building plan of the said project without the consent of the Complainant. Therefore, he prayed the Respondent be directed to refund the amounts paid along with interest and compensation.
- On the first date of hearing, the learned counsel for the Respondent denying the contentions of the Complainant submitted that the Respondent had asked the Complainant to come forward to execute and register the agreement for sale however, the Complainant has failed to do so.

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3. Time was given for parties to settle the matter amicably. Thereafter, on the next date of

hearing, none appeared for the Complainant, despite service of notice.

4. The learned counsel for the Respondent submitted that in the note of the said application

form and clause 4 of the said allotment letter, the parties had agreed that the date on which

procurement of the occupancy certificate has been communicated to the Complainant shall

be the date of offer of possession. Further, he submitted that the Complainant is under a

20:75:5 deferred payment scheme and has made only 20% payment till date and that balance

amount is part of the subvention scheme whereby the Respondent is bearing the pre-emi

interest on behalf of the Complainant. He also submitted that under clauses 10, 26 and 27 of

the said application forms, the Complainant has consented to change of plans expressly.

Therefore, he prayed that the Complainant be directed to execute and register the agreement

for sale, failing which the Complainant would be subjected to a refund after applicable

deductions and forfeiture as per the terms of the said application form and allotment letter.

5. The prayer of the Complainant seeking compensation and interest in the instant case does

not become payable under the relevant provisions of the Act as the Complainant is yet to

enter into a registered agreement for sale in accordance with Section 13 of the Act.

6. In view of the above facts, the parties are directed to 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 30 days from the date of this

Order.

7. In case, the Complainant is still firm on his decision to cancel his bookings and intends to

withdraw from the said project, then refund, if any, shall be guided by the terms and

conditions of the said application form and allotment letter.

8. Consequently, the matter is hereby disposed of.

Chairperson, MahaRERA