

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC004000000010057

Asha Wasnik

... Complainant

Versus

Ramnath Developers Pvt. Ltd.
MahaRERA Regn. No. P50500011653

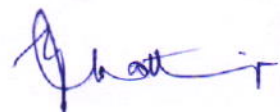
... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Ms. Sairuchita Chowdhary. Adv.
Respondent did not appear.

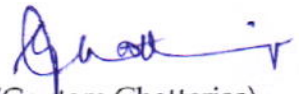
Order
October 15, 2018

1. The Complainant has booked a row house bearing no: A202 in the Respondent's project 'Ramnath City Phase I' situated at Bokhara, Nagpur. The Complainant has stated that the Respondent has already handed over possession of the row house without executing registered agreement for sale. Further, he alleged that the Respondent has defaulted on the mortgage loan obtained from HUDCO and therefore, HUDCO is not issuing necessary NOC for execution of the agreement for sale. They also submitted that HUDCO has attached the property and has announced auction of the same. Therefore, the Complainant prayed that the Respondent be directed to execute and register the agreement for sale.
2. Respondent failed to appear, despite service of notice. The Learned Counsel for the Complainant submitted that MahaRERA has already passed an Order in the said project in Complaint nos: CC004000000010045 and CC004000000010046 directing the parties 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, once the pending litigation is resolved. Further, the Respondent was directed to not demand balance payments till the agreements for sale are executed and registered and that the Complainants shall continue to be allottee in



the said project pending the litigation. She therefore, prayed that similar Orders be passed in the present complaint also.

3. 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, once the pending litigation is resolved. Further, the Respondent shall not demand balance payments till the agreement for sale is executed and registered. Complainant shall continue to be allottee in the said project pending the said litigation.
4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA