

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC004000000010045
Rajiv Parida

2. COMPLAINT NO: CC004000000010046
Rohit Mukherjee

... Complainants

Versus

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

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

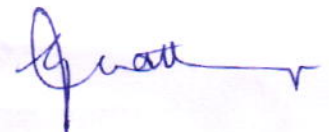
Complainants were represented by Ms. Sairuchita Choudhary, Adv.

Respondent was represented by Ms. Amrita Joshi, Adv. a/w Ms. Surabhi Chatterjee, Adv.
(i/b The Law Point).

Order

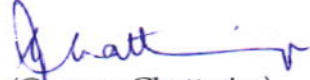
July 31, 2018

1. The Complainants have booked row houses in the Respondent's project 'Ramnath City Phase I' situated at Bokhara, Nagpur. The Complainants have stated in their Complaints that the Respondent has already handed over possession of the row houses without executing registered agreements for sale. Further, they have 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 agreements for sale. They also submitted that HUDCO has attached the property and has announced auction of the same. Therefore, the Complainants prayed that the Respondent be directed to execute and register the agreements for sale.
2. The learned counsel for the Respondent submitted that the Respondent is willing to execute and register the agreements for sale; however, the Respondent is restrained to do so in view of the pending litigation filed by HUDCO with the Honourable Debt Recovery Tribunal (DRT). Further, she submitted that the other allottees have also filed



intervener applications in the said litigation and therefore, the attachment order with respect to certain row houses has been kept in abeyance by the DRT, till the disposal of the intervener applications. She also submitted that one of the Complainants has only paid 76% of the consideration amount and that the Respondent will not demand the balance payments till the agreement for sale is executed and registered.

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. Complainants shall continue to be allottees in the said project pending the said litigation.
4. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA