

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000022891

Ratnesh Oza

...

Complainant

Versus

Shiv Shakti Builders And Developers  
MahaRERA Regn.No. P51800009511

...

Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.

Respondent was absent, hence matter decided ex-parte.


**Order**

April 5, 2018

1. The Complainant has booked an apartment bearing No. A-103 in the Respondent's project 'Tower 28' situated at Malad, Mumbai in July 2017. The Complainant alleged that in spite of having paid 20% of the consideration value for the said apartment, the Respondent is not executing the agreement for sale. Further, he alleged that the Respondent has been demanding that the Complainant pay 45% of the consideration value of the said apartment before executing the agreement for sale. Therefore, he prayed the Respondent be directed to refund the amount paid by him.
2. Respondent was absent on both the dates of hearing.
3. During the course of the hearing the complainant was explained that relief under section 18 cannot be granted to him as there is no registered agreement for sale executed between the parties. The Complainant, thereafter, reconsidered his prayer and expressed his willingness to continue in the said project provided the Respondent executes the agreement for sale for the consideration price as agreed between the parties at the time of booking the said apartment.



4. In view of the above facts, the parties are directed to execute 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, at the consideration price as agreed and decided by the parties at the time the Complainant made the initial 20% payment in July 2017.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA