

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000022899

Sheshrao Bhongade ...
Complainant

Versus

Ronak Builders and
Developers ... Respondent
MahaRERA Regn.No. P51700005549

Coram: Dr. Vasant Prabhu, Secretary, MahaRERA
Complainant was represented by Mr. Godfrey Pimenta,
Adv

Respondent represented by Mr Nandu Pawar, Adv

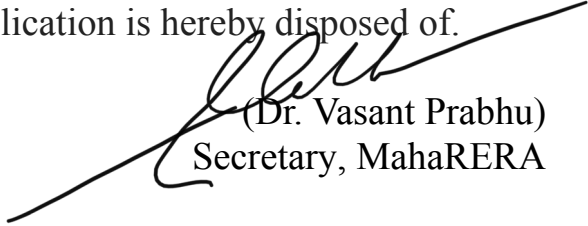
Order

December 23, 2020

1. The Complainant has filed the present application for noncompliance of the MahaRERA Order passed in the above-mentioned Complaint by the Respondent.
2. Hearing was held through video conference as per MahaRERA Circular no: 27/2020.
3. In the said Order, the parties were 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.
4. The learned counsel for the Respondent submitted that the parties have exchanged the draft agreement for sale and the draft exchanged on December 7, 2020 has been confirmed by both the parties.
5. In view of the above, 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. Respondent shall raise the demand for the final 5 % balance payment only once the occupation certificate for the project is obtained and possession is offered to the Complainant.

6. Consequently, the application is hereby disposed of.



(Dr. Vasant Prabhu)
Secretary, MahaRERA

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Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present along with Mr. Pawar, Adv.

Respondent was represented by Mr. Dashrath Jaiswal along with Mr. Nandu Pawar, Adv.

Order

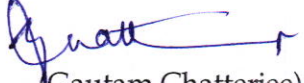
April 20, 2018

1. The Complainant has booked an apartment bearing No. 602 in the Respondent's project 'IRA PEARL' situated at Nerul, Navi Mumbai through an allotment letter dated December 23, 2015. The Complainant has alleged that even though he has paid substantial amount towards the consideration of the said apartment, the Respondent has failed to execute and register the agreement for sale. Therefore, he prayed that the Respondent be 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.
2. On the first day of hearing on March 9, 2018, the advocate for the Respondent stated that he is willing to execute the agreement for sale provided the payments to be made by the Complainant are paid on time. The Complainant stated that he would require a reasonable time to have the loan sanctioned, post registration of the agreement.
3. On the next date of hearing on April 18, 2018, the advocate for the Complainant submitted that the Respondent is demanding that the Complainant pay certain charges to be paid to CIDCO, which are unreasonable. Further, he submitted that the



Respondent is demanding the said charges specifically from the Complainant only. The Respondent submitted that the said charges are to be paid to CIDCO as charges for any new member to be added to the existing Cooperative society and that the Complainant can have it verified at CIDCO and if required can pay the same directly to CIDCO. Further, he submitted that the other charges are the same as levied to every new allottee.

4. In view of the above facts, the parties, if the complainant is willing to continue in the said project, 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. The draft of the agreement should clearly mention the charges to be paid by Complainant which are over and above the consideration price of the apartment, in order for the Complainant to make an informed decision.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA