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# MAHARERA

Newsletter 4

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JULY 2018



## Foreword by Mr. Jitendra Thakker



**Mr. Jitendra Thakker, Chairman, Advisory council, CREDAI National.**

I am delighted to write the foreword for the fourth e-bulletin dedicated to MahaRERA.

I am very sure about the usefulness of this bulletin to our CREDAI members and it will help readers to take insights from the judgment passed by MahaRERA as well it helps to understand what types of compliances are needed under MahaRERA.

Team CREDAI & Team MahaRERA Authority are taking special efforts to educate our members about the act and its compliance, they took various seminars, workshops, discussion forums, training programs and events throughout the year across Maharashtra and this hard work has paid off by registration of maximum number of projects by Maharashtra.

My best wishes to team RERA committee for such wonderful concept of e-bulletin on MahaRERA. I hope this e-bulletin will clear all the doubts and difficulties regarding successful implementation of MahaRERA act.

# IMPORTANT JUDGEMENTS

## 1. Repercussions of failure to form a society.

<https://drive.google.com/open?id=1pyyac43UmGmRQG9XVsMCXJ--DYSGRiyu>

The developer had failed to form a cooperative society after 7 months of receiving occupation certificate and handing over the possession of the premises to the allottees. The developer argued by saying that he has not received any names for initiating the process of formation of the society. The authority has ordered that since sufficient time has elapsed since the receipt of Occupation certificate and handing over the possession developer to form a society without granting any additional time and the allottees are also directed to cooperate peacefully to enable the developer to complete the procedure of formation of the society at the earliest.

## 2. Construction of additional floors without the consent of 2/3rd of the allottees.

<https://drive.google.com/open?id=1wtWfZdDPYXDpULYA93hw5WTDofkFwxtD>

The developer has launched project with 7 floors and sold more than 50% of the apartments up till 7th floor. The information which developer uploaded shows that the developer was going to construct 10 floors. Subsequently, the developer started to construct additional 2 floors above the 10th floor without taking the consent of the 2/3rd of the allottees. It was evident that due to developer's intention to construct the additional the project was getting delayed.

The developer argued that the allottee has signed the agreement which has a clause that the developer can make alterations and additions and such addition of 2 floors falls under the category of addition. The authority opined that the clauses of the agreement cannot override the provisions of section 14 (2) of the act, which requires the developer to take the previous written consent of 2/3rd of allottees before making any alternations in the sanctioned plans, layout, specifications of the building and common areas. Thus, the developer is restrained from construction of the additional 2 floors. The allottees will be compensated with an amount of INR 25000 each.

## 3. Agreement execution when 10% or more consideration is received.

<https://drive.google.com/open?id=1eo3lM1yv4zbur96jYOyELhqMjqXxQJDt>

The developer failed to execute an agreement when an amount more than 10% of the total consideration was received by him, in this case the authority ordered the developer to execute an agreement within 3 months from the date of order.

## IMPORTANT JUDGEMENTS

### 4. 25% of the flat consideration to be paid after the possession of the apartment

[https://drive.google.com/open?id=1YOH0SG8YMY1SRkTWbcQ0dY9Gb7K3P\\_pp](https://drive.google.com/open?id=1YOH0SG8YMY1SRkTWbcQ0dY9Gb7K3P_pp)

In this case the developer has delayed beyond the committed date, the since the possession is delayed beyond committed date the allottees are proper in demanding the interest on the delayed period. The allottee agreed to forgo the interest only if the developer gives a possession on the committed date which is agreed between the allottees and the developer on the date of judgement. The authority also confirmed that the allottees can claim the interest if the developer does not give a peaceful possession on the committed date. Secondly, the developer was asked to raise balance consideration of 25% of total consideration only at the time of handing over the peaceful possession of the premises.

## MAHARERA STATISTICS

### Registration in Maharashtra

Applicant Type	Application received	Registration granted
Promoter	17221	17121
Agent	15460	15386
Total	32681	32507

### Registrations in Daman and Diu and Dadra nagar Haveli

Applicant Type	Total applications received	Certificate
Promoter	66	66
Agent	1	1
Total	67	67

### Complaint Registration and Redressal

Complaints Received	Documents yet to be received	Complaints in process of hearing	Orders passed
3358	318	1050	1922

### Maharashtra Real Estate Appellate Tribunal

Appeals Received	Documents yet to be received	Appeals in process of hearing	Orders passed
285	114	87	84

### MahaRera conciliation forum

Conciliation request received	Promoter's consent received	First party payment done.	Hearing scheduling pending	Conciliation in process of hearing	Completed
269	137	119	19	26	74

## MAHARERA STATISTICS

### Projects Registered in 2018

Division	District	Quarter 1	Quarter 2	Newly lauched projects	Share of division in total growth
Amravati	Amravati	124	144	20	
	Yavatmal	27	27	0	
	Akola	15	17	2	
	Buldana	11	11	0	
	Washim	4	5	1	
<b>Amravati Total</b>		<b>181</b>	<b>204</b>	<b>23</b>	<b>2%</b>
Aurangabad	Aurangabad	383	421	38	
	Nanded	29	30	1	
	Jalna	29	30	1	
	Latur	13	15	2	
	Osmanabad	12	15	3	
	Parbhani	10	12	2	
	beed	4	5	1	
	Hingoli	2	2	0	
<b>Aurangabad Total</b>		<b>482</b>	<b>530</b>	<b>48</b>	<b>4%</b>
Konkan	Mumbai Sub-urban	2465	2522	57	
	Thane	2166	2349	183	
	Raigarh	1555	1713	158	
	Palghar	1047	1115	68	
	Mumbai City	688	701	13	
	Ratnagiri	356	402	46	
	Sindhudurg	172	186	14	
<b>Konkan Total</b>		<b>8449</b>	<b>8988</b>	<b>539</b>	<b>47%</b>
Nagpur	Nagpur	485	531	46	
	Chandrapur	53	57	4	
	Wardha	29	33	4	
	Bhandara	14	15	1	
	Gadchiroli	2	3	1	
<b>Nagpur Total</b>		<b>583</b>	<b>639</b>	<b>56</b>	<b>5%</b>

## MAHARERA STATISTICS

### Projects Registered in 2018

Division	District	Quarter 1	Quarter 2	Newly lauched projects	Share of division in total growth
Nashik	Nashik	797	850	53	
	Ahmednagar	124	141	17	
	Jalgaon	77	82	5	
	Dhule	17	17	0	
	Nandurbar	9	11	2	
<b>Nashik Total</b>		<b>1024</b>	<b>1101</b>	<b>77</b>	<b>7%</b>
Pune	Pune	4220	4538	318	
	Satara	339	373	34	
	Kolhapur	230	250	20	
	Solapur	159	166	7	
	Sangli	158	177	19	
<b>Pune Total</b>		<b>5106</b>	<b>5504</b>	<b>398</b>	<b>35%</b>

## COMPLIANCE LINKS

Credai Maharashtra RERA Team have created videos on how to complete the following compliances on the MahaRERA website.

### 1. How to ask for Project Extension at MahaRERA

If the project is not completed - apply for extension for the project, and inform the customers etc.

Section 6 of the RERA says

“The registration granted under section 5 may be extended by the Authority for such time as it considers necessary, which shall, in aggregate, not exceed a period of one year.

<https://drive.google.com/open?id=1kY2-hwwRuDepICjmkoOPKVe7LhBp5ga9>

### 2. Quarterly update

<https://drive.google.com/open?id=19VHERv3mnPBd8UdpP045epP9ZFe02Dzw>

### Guidelines to update Project regularly

<https://drive.google.com/open?id=1MGMTcmOO4JVGCi8H6e3HpSu6Q1ZQsxGn>

### 3. How to upload MahaRERA form 4 :

If the project is completed - Upload the Occupancy certificate / similar document to this effect and apply for the closure of the project in form 4.

[https://drive.google.com/open?id=1qGDisUzUenlmJoLQudxwiO1\\_PtT9tvxX](https://drive.google.com/open?id=1qGDisUzUenlmJoLQudxwiO1_PtT9tvxX)

### Guidelines to apply for extension of the Project re-registered under MahaRera.

[https://drive.google.com/open?id=1ycQ1tVwmG2v\\_dP0A2OypclpmebCK8MHP](https://drive.google.com/open?id=1ycQ1tVwmG2v_dP0A2OypclpmebCK8MHP)

### 4. Commencement Certificate Uploaded.

<https://drive.google.com/open?id=1Z345VCmhDxToAD9GenOaMXS0QW1Z1C-w>



# NEWS

## 1. With RERA: disciplined developers stand a chance

[https://www.business-standard.com/article/economy-policy/crisil-sme-tracker-with-rera-only-disciplined-builders-stand-a-chance-118070901109\\_1.html](https://www.business-standard.com/article/economy-policy/crisil-sme-tracker-with-rera-only-disciplined-builders-stand-a-chance-118070901109_1.html)

Those developers who comply with the RERA act, stand a better chance to market their product. Developers have become cautious and are taking a handful number of projects in hand, also the cash flows of the project relating to the remittances received from customers have substantially regulated.

## 2. Bank to recover money from developer and not flat buyers

<https://www.newsx.com/national/big-jolt-for-amrapali-group-supreme-court-says-bank-of-baroda-should-recover-money-from-builders-not-buyers>

On developer's failure to repay the loans raised for the project, the bank wanted to recover the amount due from the customer, against this supreme court has passed an order reiterating the fact that the money of flat buyers belongs to them and no one can take it. The Supreme Court conveyed it to the Bank that they have lent money to the developer and not to the flat buyers, therefore, they can't ask people to pay the bank back.

## 3. MahaRera to have jurisdiction even where agreement for sale is cancelled prior to RERA

<https://www.lexology.com/library/detail.aspx?g=1e14aa6e-6d7e-4d8e-b66d-d09395f0ca69>

That though the Agreements for Sale were cancelled by the Respondent before the RERA came into force, in view of the fact that the consideration paid by the Complainants was still with the Respondent, the MahaRera had complete jurisdiction to hear and adjudicate the complaint. In the given case, the parties are advised the complete the procedures of agreement if they choose to continue.

## 4. Oral promise under MahaRera Tenable?

<https://accommodationtimes.com/oral-promise-of-possession-under-rera-act-tenable/>

Whether the earlier negotiations, representations either oral written or in electronic form shall be superseded, cancelled or not when both the parties have subsequently executed the registered agreement for sale then the terms and conditions contained therein shall prevail as it is a renovation of a contract. There is no case of complainants that the agreements contain any false statement. Hence this allegation if the oral promise to be considered or not also fails.

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### 5. Developer to refund charges if taken extra for views.

<http://www.dnaindia.com/mumbai/report-refund-charges-if-view-changes-says-maharera-2627843>

The developer if charges extra to the flat buyer for any additional facility and then unable to provide for the same, the charges relating to the same shall be refunded by the developer. In the given case, the developer agreed to provide for a view and the view was lost since another building was built blocking the given view.

### 6. MahaRera issues warrant against developers

<https://mumbaimirror.indiatimes.com/mumbai/crime/maharera-issues-recovery-warrants-against-developers/articleshow/64534841.cms>

The MahaRera authority has issued warrants against developers who have failed to respond to the show cause notices which involves the refund to the homebuyers. The notices have also been issued against the developer who has failed to comply with MahaRera's order to refund the consideration to the home buyers.

### 7. MahaRera website: GIS Mapping of the projects

The authority has initiated the process of mapping all the projects registered under MahaRera using Geographical Information System [GIS]. Through such tagging a potential customer can easily browse the data in the select geographical area.

<https://mumbaimirror.indiatimes.com/mumbai/civic/maharera-goes-digital-now-project-details-just-a-click-away/articleshow/64811602.cms>

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### 8. Standard Operating Procedure (S O P) For Handling Complaints

<https://accommodationtimes.com/standard-operating-procedure-s-o-p-for-handling-complaints/>

MahaRera authority has issued Standard Operating Procedures for handling complaints filed with MahaRera, with immediate effect

Steps	Description	Details
Step 1	Complainant files complaint online through MahaRERA portal-hilps-fimahareraitmahaonline.00v irdlooin/Looiin	Complaints can only be filed against registered projects by aggrieved persons having interest in the said registered project.
Step 2	Once complaint is received online. it is assigned automatically by the software to Chairperson. Member 1 and Member 2 respectively	Complaints can only be filed against registered projects by aggrieved persons having interest in the said registered project. Chairperson. Member 1 and Member 2 shall each be assigned a legal officer. In case if a person seeks compensation, then as per sections 12.14. 18 and 19 of the Real Estate (Regulation and Development) Act, 2016. the case can be transferred to the adjudicating officer for hearing – If there are numerous complaints based on same facts and for same relief received against the same promoter, then these complaints can be clubbed and assigned to any one bench for hearing
Step 3	An email will be sent to the complainant notifying him/her about receipt of his/her complaint	The draft email is enclosed as Annexure 1. Along with the email, checklist (Annexure 2) shall also be sent to the complainant.
Step 4	Complainant shall submit one hard copy of documents to the concerned MahaRERA office (Mumbai, Nagpur or Pune) along with declaration that copy of the Complaint has been duly served upon the respondent, within 45 days of filing of online complaint	The complaint shall be deemed to be received, only after these documents are received from the complainant The authority shall endeavor to hear and dispose of the complaint within 60 days. thereafter

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Steps	Description	Details
Step 5	Complaint-related documents (hard copies) will be received on the rd floor of MahaRERA Mumbai office. Locations for Nagpur and Pune office to be decided in due course	The documents required to be submitted, along with the checklist, will be verified by the concerned receiving clerk The person who accepts the documents shall put up the same before Legal MahaRERA for assignment
Step 6	First hearing date will be scheduled and communicated to the parties (complainant and respondent) by legal wing of MahaRERA	<ul style="list-style-type: none"> <li>• Notice of hearing to parties (complainant and respondent) shall be issued. (Annexure4)</li> <li>• Hearings shall be scheduled with staggered timings. starting from 10.30 am.</li> </ul>
Step 7	After hearing, Ruling of the authority shall be uploaded and mailed to the parties	<ul style="list-style-type: none"> <li>• The orders shall be uploaded online against the respective registered projects</li> </ul>
Step 8	In case, hearing is adjourned, step 6 and 7 shall be repeated	

## CREDAI MAHARASHTRA RERA TEAM

### MANAGING COMMITTEE

Mr. Shantilal Kataria (President, CREDAI Maharashtra)

Mr. Suhas Merchant (Chairman RERA LEGAL, CREDAI Maharashtra)

Mr. Shrikant Paranjpe (President, CREDAI Pune)

Mr. Satish Magar (President Elect, CREDAI NATIONAL)

Akhil Agarwal (Convenor, Rera Committee, CREDAI Maharashtra)

Ms. Darshana Parmar Jain (Chairman, Womens Wing, CREDAI National)

IP Inamdar (Convenor, Legal, CREDAI Maharashtra)

Majid Kachi (Convenor, Affordable housing, CREDAI Maharashtra)

### CREDAI MAHARASHTRA RERA TEAM

Aditya Bedekar

CA Prarthi Dhawale

Mayuri Shende

Soham Shah

Rahul Kotkar

Monish Agarwal

Disclaimer : This Newsletter is made for Internal circulation for CREDAI Maharashtra members only.

For suggestions contact CREDAI Pune office : 020 - 26052654 | [admin@credaipune.org](mailto:admin@credaipune.org)

For RERA queries contact :

022 26590035 | Maharashtra Real Estate Regulatory Authority

3rd floor, A-Wing, SRA Administrative Building, Anant Kanekar Marg, Bandra East, Mumbai 400051.