

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

Complaint No. CC006000000057056

Mr. Ankit Kirtikumar Zhala

..... Complainant

Versus

1. M/s. SUPRE construction Builders & Developers.
2. M/s. Sai Enterprises

..... Respondent

Project Registration No. P51800015798

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

Adv. Smitesh Bane appeared for the complainant.

None appeared for the Respondent No. 1.

Adv. Vibhav Krishna appeared for the respondent No. 2.

ORDER

(28th August, 2019)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondents to execute registered agreement for sale with the complainant under the provision of section 13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "the RERA Act, 2016") in respect of booking of a flat No. 602, in the respondent's project known as "Sethia Imperial Avenue" bearing MahaRERA registration No. P51800015798 at Malad (East), Mumbai.
2. This matter was heard on several occasions and same was heard finally 22-08-2019, when the complainant and the respondent No. 2 appeared and made their respective submission. During the course of hearing the complainant prayed for directions to respondent No. 2 to execute the registered the agreement for sale under the provision of section 13 of the RERA Act, 2016. However the respondent No. 2 has argued that there is no privity of contract between the complainant and the respondent No. 2, and the complainant has paid the amount to the erstwhile developer viz the respondent No. 1. The respondent No. 2 further argued that the building wherein the complainant has booked the said flat is not registered with the MahaRERA, however the respondent has offered

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cheque to the complainant towards the refund of the booking amount paid by him to the respondent No. 1 along with interest in compliance of principles of natural justice.

3. IN the light of these facts, one week time was granted to the complainant to inform MahaRERA whether he is ready to accept the said amount offered by the respondent No. 2. Accordingly, the complainant through email dated 28-08-2019 , has informed MahaRERA that he is ready and willing to accept the refund offered by the respondent No. 2 and requested for withdrawal of this complaint. The said email is taken on record.
4. In the light of these facts, nothing scurvies in this complaint. Hence the complaint stands disposed of.



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(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA