

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

**Complaint No. CC006000000089960**

Mr. Vinod Mange

..... Complainant

**Versus**

M/s. Infina Ashapura Homes LLP

.... Respondent

Project Registration No. P51800007427

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

Adv. Shrishti Punjabi appeared for the complainant.

Adv. Mohtashim Ansari appeared for the respondent.

Mr. Manish Shah Partner of M/s. Ashapura Homes LLP appeared in person.

**ORDER**

(15<sup>th</sup> October, 2019)

1. The complainant has filed this complaint seeking direction from MahaRERA to the respondent to refund the amount paid by him along with interest as per provision of section-18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "**Infina Garden**" bearing MahaRERA registration No. P51800007427 at Ghatkopar, Mumbai.
2. This matter was heard today. During the hearing, both the parties appeared and made their submissions. The complainant has stated that he has booked the said flat for an aggregate price of Rs. 65,00,000/-. An allotment letter dated 30th July 2016 was issued by Mr. Manish Shah, Partner of M/s. Ashapura Homes LLP. The complainant has paid an amount of Rs. 50,00,000/- at the time of booking. The respondent has assured possession of the said flat on or before 31-03-2017. However, no possession is given to the complainant on the

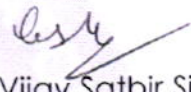
agreed date. The complainant, therefore, sought refund along with interest as provided under section -18 of the RERA.

3. During the hearing, the respondent appeared through their advocate and stated that the complainant is not an allottee in the project registered with MahaRERA. However, he had booked the said flat on a plot of land bearing No. 28/14, and the respondent's project is going on plot No. 28/13. The complainant, therefore, has wrongly filed this complaint in their project. The respondent further stated that the complainant has booked his flat with M/s. Ashapura Homes LLP, which is a different entity and there is no privity of contract between them and the complainant.
4. However, Mr. Manish Shah, appeared on behalf of M/s. Ashapura Homes LLP stated that he has completed the project and obtained occupancy certificate one year back. Therefore, he has shown his willingness to execute the registered agreement for sale with the complainant within a period of 45 days. He has submitted written undertaking before the MahaRERA. The same is taken on record.
5. The MahaRERA has examined the rival submissions made by both the parties as well as the record. In the present case, the complainant is seeking refund of the amount along with interest under the provision of section-18 of the RERA. However, he has not submitted any cogent documentary proofs, such as, letter of allotment or agreement for sale issued or executed by the respondent herein to show that violation of provision of section-18 of the RERA by the respondent. Therefore, the MahaRERA feels that the claim of the complainant is not maintainable under section-18 of RERA in the respondent's project.

*Esu*



6. Moreover, the complainant has admitted that he has paid the said amount to one Mr. Manish Shah Partner of M/s. Ashapura Homes LLP, who has appeared and submitted written undertaking on record of MahaRERA showing his willingness to execute the agreement for sale with the complainant within 45 days from today.
7. In the light of these facts, the MahaRERA feels that the complainant is at liberty to accept the offer given by Mr. Manish Shah. Therefore, the present complaint filed in the respondent's project stands dismissed for want of jurisdiction.

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