

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

**Complaint No.CC006000000056559**

Mr. Pranil A. Chavan

.... Complainant

**Versus**

1. M/s. Aaryadeep Builders

2. M/s. Saaga Infra Projects Pvt Ltd

3. Shri Sai Vishram CHS Ltd

.... Respondents

**Project Registration No. P51700006499**

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

Adv. Biswajeet Mukherjee appeared for the complainant.

Mr. Kiran Bhosale appeared for the respondent.


**ORDER**

(18<sup>th</sup> November, 2019)

1. The complainant above named has filed this complaint seeking directions from MahaRERA to the respondent No. 1 to execute registered agreement for sale with the complainant in accordance with the allotment letter dated 3-03-2015 issued by the respondent No. 2 as provided under Section-13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat No. A-202, in the respondent's project known as "**Shri Sai Vishram**" bearing MahaRERA registration No. **P51700006499** at Borivli, Mumbai.
2. This matter was heard finally and during the hearings, both the parties appeared and made their respective submissions.
3. It is the case of the complainant that it is a re-development project and he has booked the said flat in sale component of the project for a total consideration amount of Rs. 55,35,000/-. Out of this, he has paid an amount of Rs. 13 lakh to the respondent. Accordingly, the respondent had issued allotment letter dated 3-03-2015 for the said booking. However, till date no registered agreement for sale has been executed with the complainant. Hence, the present complaint has been filed.

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4. The respondent disputed the claim of the complainant and stated that the complainant has claimed against the respondent No. 2, who is the erstwhile developer and whose appointment has been terminated by the respondent No. 3 society. Further, the respondent No. 1 has been appointed the new developer. The respondent No. 3 society has executed registered development agreement with respondent No.1 on 26<sup>th</sup> September, 2016 to re-construct the said project. The complainant has alleged that he has purchased flat No. 202 in the said project. However, in Annexure-F to the development agreement, entered into between the respondent No. 1 and 3, it appears that the said flat has already been allotted to one Mr. Hemant Rawate. The respondent No.1, therefore, stated that the allotment letter is itself ambiguous and there is no proper allotment of flat to the complainant.
5. The MahaRERA has examined the rival submissions made by both the parties as well as record. In the present case, the complainant is seeking directions from MahaRERA under section-13 of the RERA. Admittedly, the allotment letter has been issued in favour of the complainant for flat No. 202. However, from the development agreement executed between the respondent No. 3 and respondent No. 1, it appears that the same was executed in the month of September, 2016 wherein flat No. 202 has shown as allotted to a third party. Hence, the MahaRERA cannot deny the said registered development agreement which was executed in the year 2016. The allotment letter seems to be improper. Therefore, the MahaRERA is not in a position to help the complainant at this stage, as the MahaRERA has no jurisdiction to decide the allotment letter is properly issued or otherwise.
6. In the light of these facts, the MahaRERA cannot consider the request of the complainant under section-13 of the RERA. However, the complainant is at liberty to adopt appropriate proceedings against the respondent No. 2 for issuance of improper allotment letter.
7. With these observations, the complaint stands dismissed.

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