BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Complaint No. CC006000000333991

Moneymagnum Nest Private Limited ... Complainant/s

Versus

Ravikumar Siddam ... Respondent/s

MahaRERA Project Registration No. P51800020608

Coram: **Shri. Mahesh Pathak, Hon'ble Member – I/MahaRERA.**

Ld. Adv. Bishwajeet Mukherjee appeared for the complainant.

None appeared for the respondent-allottee.

ORDER

(Tuesday, 18th November 2024)

(Through Video Conferencing)

1. The complainant-promoter above named has filed this online complaint before the MahaRERA on 30-07-2024 mainly seeking directions from MahaRERA to the respondent - promoter to pay the outstanding dues towards the booking OR to cancel the agreement for sale dated 31-03-2021 as prescribed under the provisions of sections 19(6) and 11(5) of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of a flat by the respondent allottee hearing flat no. C-911 in the complainant– promoter's registered project known as "Terraform Dwarka - Wing C" bearing MahaRERA registration no. **P51800020608** located at Krula, Mumbai Suburban.

2. This complaint was heard by the MahaRERA finally on 20-08-2024 as per the Standard Operating Procedure dated 12-06-2020 issued by the MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing. On the said date of hearing, the complainant appeared and made its submissions. However, despite notice, the respondent allottee remained absent. The MahaRERA heard the submissions of the complainant and also perused the available record.

3. After hearing the argument of the complainant, the following Roznama was recorded in this complaint-

On 20/08/2024:

"The complainant is present. The respondent is absent. However, the complainant - promoter has mentioned that the matter is amicably settled with the respondent - allottee and it would upload the consent terms within a period of 1 week i.e. by 27-08-2024. Accordingly, the matter is liable to be disposed of as per the said consent terms suitably after 27-08-2024, once the complainant uploads such consent terms."

4. However, in this case, it has been brought to the notice of MahaRERA that the complainant has uploaded the copy of consent terms dated 17-08-2024 duly signed by both the parties on record of MahaRERA on 10-09-2024. The respondent allottee, despite notice has neither appeared for the hearing held on 20-08-2024 nor has filed any reply objecting to this complaint as well as the said consent terms dated 17-08-2024. Hence, the said consent terms dated 17-08-2024 duly signed by both the parties are accepted and taken on record.

5. In view of the above, since both the parties have settled the matter and signed

the consent terms, nothing survives in this complaint.

6. Consequently, the present complaint stands disposed of as settled as per the said consent terms dated 17-08-2024.

(Mahesh Pathak)

Member – 1/MahaRERA