

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

**Complaint No. CC006000000022058**

Keshav Govind Karekar

..... Complainant

**Versus**

M/s. Pro Infra Developers LLP

.... Respondent

**Project Registration No. P52100012057**

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

Complainant alongwith his Adv. Avinash Pawar present

Respondent through his CA N. H. Milani present.

**ORDER**

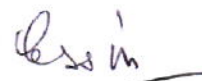
(16<sup>th</sup> May, 2019)

1. This complaint has been filed u/s 31 of Real Estate (Regulation & Development) Act, 2016 against the respondent seeking directions to register the agreement in respect of the flat No. A-906, on 9<sup>th</sup> floor of the building known as Vedant Phase-I, (formerly known as DSK Vedant), admeasuring 1950 sq. ft. built up area for a total sale price of Rs.1,16,80,000/- as per section 13 of the said Act. The complainant also prays for direction to handover the physical possession of the said premises as per the provisions of the Section 18 of the said Act. He also claims interest on the amount paid by him to the respondent.
2. In this complaint the respondent has placed on record two written submissions dated 26.11.2018 and 26.03.2019. Heard the parties present on 26.03.2019 and the case was closed for final order.
3. It is the case of the respondent that the earlier DSK Vedant project was taken over by them alongwith development rights and 16 other allottees of the earlier builder DSKDL, who had entered into agreements for sale with them have been duly accommodated in the

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new project. This transfer from DSKDL to the present respondent has been duly approved by MahaRERA and the present respondent is promoter and builder of the project duly recognised by MahaRERA. The respondent in his reply submitted that he had never dealt with or received any money from the complainant. Therefore, they are not liable to pay any interest to the complainant. The list of 16 other allottees with whom the agreements for sale in respect of the flats in the said project was executed by the DSKDL, has been mentioned on the page no.74 of the registered sale deed dated 17.01.2018 between DSKDL and the respondent. The respondent submitted that the complainant has no concern with the aforesaid flat and the transaction of the payment of Rs.63.50 lakhs would be at most of the loan advanced to the DSKDL by the complainant and the respondent is no way concerned with the said amount.

4. This authority perused the record in the file, it is clear that no agreement for sale has been executed by and between the parties in respect of the aforesaid flat 906 in Vedant Phase-I. Since, no deposit or advance has been taken by the respondent from the complainant, there is no question of granting any relief, u/s 13 of the said Act. Similarly, in absence of any agreement between the complainant and the respondent, the provisions of section 18 of the said Act also cannot be invoked to assist the complainant.
5. In view of the observation above, the complaint is dismissed.



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