

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

COMPLAINT NO: CC005000000011129

Karan Jethamal Jain ... Complainant.

**Versus**

D.S. Kulkarni  
( DSK Anandghan) ... Respondents.

MahaRERA Regn: P52100005158

**Coram:** Shri B.D. Kapadnis,  
Hon'ble Member & Adjudicating Officer.

**Appearance:**  
Complainants: In person.  
Respondents: Ex-parte.

**Final Order.**  
10<sup>th</sup> April 2018.

Mrs. Renuka Jain booked flat no. D-904 and Mr. Karan Jain booked flat nos. C-903, C-904, F-1105 & F-1106 in the respondents registered project "Anandghan" situated at Kirkatwadi, Taluka Haveli, District Pune. Though they have paid more than 10% of the total consideration of the flats, respondents have not executed agreements for sales of their flats in their favour. Hence the complainants want direction regarding the execution and registration of the agreements for sale, in their names of the flats booked by them. According to them, the prospectus of the project shows that the respondents agreed to deliver the possession of their flats in June 2017 but they have not delivered the same on the promised date.



Therefore, they seek interest on their investment till they get the possession.

2. The notice has been served upon the respondents issued on 21.03.2018 to appear before me today. However, the respondents have not appeared. Hence, the matter proceeds exparte against them.

3. Following points arise for determination and I record findings thereon are as under:

Points	Findings
1. Whether the respondents have failed to execute the agreements for sale and register them in buyers favour, even after receiving more than 10% of total consideration of the booked flats?	Yes
2. Whether the complainant is entitled to get the direction for execution and registration of the agreements for sale?	Affirmative.
3. Whether the respondents made the false statement in their prospectus that they shall complete the project by June 2017?	Affirmative.
4. Whether the complainant and his wife are entitled to interest on their investment from July 2017 u/s 12 of RERA?	Affirmative.

#### REASONS

4. Since the respondents have not appeared to contest the claim of the complainant, it is deemed that they have accepted the complainant's claim.

5. The complainant has produced allotment letters dated 29.04.2017 showing that more than 10% of the total cost of the flats booked by him and his wife has been paid to the respondents on 29.04.2017 itself. Section 13 of RERA provides, a promoter cannot accept more than 10% of the cost of the apartment without first entering into a written agreement for sale. Therefore, the respondents were liable to execute the agreements for sale in favour of the complainant and his wife in respect of the flats booked by

them. The respondents have contravened Section 13 of the Act. Hence, it is necessary to direct them to execute the agreements for sale in favour of the complainant and his wife at complainant's cost within the period of one and half months.

6. The complainant has produced the copy of the brochure of the respondents' project showing that the respondents made statement therein that the project would be completed by June 2017. Admittedly, the project is incomplete and the possession of the flats has not been given to the complainant and his wife. Therefore, those facts attract Section 12 of RERA. The complainants and his wife want to continue in the project and therefore, it is necessary to compensate them by directing the respondents to pay the interest at the rate of 10.05% on their investment from the date of default that is from 01.07.2017 till the possession of the flats is handed over. The complainant is entitled to get Rs. 10,000/- towards the cost of the complaint. Hence, the order.

#### **ORDER**

1. The respondents shall execute the agreement for sale of flat no. D-904 in the name of Ms. Renuka Jain and the agreements for sale of flat nos. C-903, C-904, F-1105 & F-1106 of their project 'Anandghan' at village Kirkatwadi, Taluka Haveli, District Pune in complainant's name within the period of one and half months and register them at complainant's cost.

2. The respondents shall pay Ms. Renuka Jain the simple interest at the rate of 10.05 % per annum on her investment Rs. 24,02,000/- in respect of flat no. D-904.

3. The respondents shall pay the simple interest at the rate of 10.05 % per annum to Mr. Karan Jain on Rs. 24,02,000/- for flat no. C-904, on Rs. 23,02,000/- for flat no. F-1106, on Rs. 19,92,000/- for flat no. 1105 and Rs. 24,02,000/- for flat no. C-903 of their project.

4. The respondents shall pay the interest to the complainants from 01.07.2017 till handing over the possession of the flats.

5. The respondents shall pay Rs. 10,000/- towards the cost of the complaint.

Mumbai.

Date:10.04.2018.

  
10.4.18

( B.D. KAPADNIS)  
Member & Adjudicating Officer,  
MahaRERA, Mumbai.