

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

COMPLAINT No: CC005000000011594

M/s. Sonic Wares Pvt Ltd Complainant

Versus

M/s. D.S. Kulkarni Developers Pvt Ltd Respondent

MahaRERA Registration No. P52100005158

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

Adv. Pooja Gaikwad h/f Adv. Sanjay Chaturvedi appeared for the complainant.

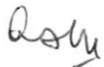
None appeared for the respondent.

ORDER

(30th August, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to execute registered agreement for sale with the complainant and also to pay interest for the delayed possession from 1st June, 2017 till the actual date of possession in respect of booking of a flat bearing No. G-1006, on 10th floor, in Wing 'G' of the building known as "DSK Anandghan", bearing MahaRERA registration No. P52100005158 at Pune.
2. The complainant has argued that they had booked the said flat for a total consideration amount of Rs. 50,84,000/-. Out of which, they have paid an amount of Rs. 50 Lakhs till date. The respondent has issued allotment letter wherein he agreed to handover possession of the said flat to the complainant by June, 2017. However, till date the respondent has neither executed registered agreement for sale with the complainant nor handed over possession of the flat to the complainant. Hence, the present complaint has been filed by the complainant seeking relief under section 13 and 18 of the RERA Act, 2016.

3. This matter was heard on 13-06-2018, 29-06-2018, 31-07-2018 and same was finally heard today. Though the notice for hearing was duly served upon the respondents, they did not bother to appear before this Authority for hearing. It shows that the respondents are not willing to contest this matter. Hence, this Authority has no other alternative but to proceed with exparte against the respondents.
4. In this case, admittedly the complainant has paid around 97% amount towards the cost of the said flat to the respondent. However, till date the respondent has not executed registered agreement for sale with the complainant. The respondent has therefore violated the provisions of section 13 of the RERA Act, 2016. The complainant is therefore entitled to get relief under section 13 of the RERA Act, 2016.
5. Further, there is no agreement for sale entered into between both the parties and hence there is no agreed date of possession. Even in the allotment letter issued by the respondent no date of possession is mentioned to handover the possession of the said flat to the complainant. Hence, in the absence of the same, the complainant is not entitled to seek relief under section 18 of the RERA Act, 2016 and the Rules made there under.
6. In view of these facts, the MahaRERA directs the respondent to execute the registered agreement for sale with the complainant as per the provisions of the section 13 of the RERA Act, 2016.
7. With these directions, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member-1, MahaRERA