

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

COMPLAINT NO: CC006000000089792

Vipul O Jain ... Complainant.

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**Versus**

K D Lite Developers Pvt. Ltd. ... Respondents.

MahaRERA Regn: P51800004525.

**Coram:** Shri B.D. Kapadnis,  
Hon'ble Member II,

**Appearance:**

Complainant: Law Square

Respondents: Adv. Ms. Alvina castelino.

**FINAL ORDER**

**09th October 2019.**

The complainant contends that he booked flat nos. 303 & 403 in A wing of respondents registered project Ruparel Orion situated at Chembur (West) Mumbai. The agreed price of each flat is Rs. 37,50,000/- and the respondents have passed the receipts showing that they have received the entire consideration of the flats. The receipts are appended to the allotment letters. However, the respondents have not executed the agreement for sale of the flats even after receiving the full consideration. Hence he prays to direct the respondents to execute the agreement for sale under section 13 of RERA.

2. The complainant further contends that the Respondents have mentioned in allotment letters that the possession of the flats would be handed over after obtaining OC/Part OC within the period of 36 months from the allotment letters dated 17.02.2013. However, they have not



handed over the possession of the flats on the agreed date. Hence, he claims interest on his investment for every month of delay till getting the possession of the flats under section 18 of RERA.

3. Adv. Ms. Alvina Castelino appears for the respondents to submit that the respondents are ready to hand over the possession of flats by December 2019. The written reply has not been filed by the respondents.

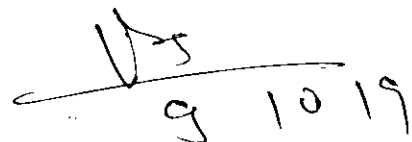
4. As per section 13 of RERA the promoter is bound to execute and register the agreement for sale if more than 10% of total consideration is paid. In these cases, the respondents have received 100% consideration and hence they are duty bound to execute the agreement for sale of the flats in complainant's favor in consonance with the terms and conditions incorporated in the allotment letters and the draft agreement provided under RERA. Hence, the respondents are directed to execute and register the agreement for sale of the above numbered flats in complainant's favor in consonance with the terms and conditions incorporated in the allotment letters and the draft agreement provided under RERA within next 30 days. The complainant shall bear the cost of registration and shall pay the stamp duty.

5. Respondents have mentioned that the possession of the flats would be handed over after obtaining OC/Part OC within the period of 36 months from the allotment letters dated 17.02.2013. Thus, they were liable to handover the possession of the flats on or before 16.02.2016. However, they have not handed over the possession of the flats on the agreed date. Hence, they are liable to pay simple interest on complainant's investment of Rs.37,50,000/- plus Rs.37,50,000/- from 16.02.2016 for every month of delay till getting the possession of the flats under section 18 of RERA.

6. The respondent shall pay the complainant Rs. 10,000/- towards the cost of each complaint.

Mumbai.

Date: 09.10.2019



B.D. Kapadnis,  
Member II, MahaRERA, Mumbai.