

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

COMPLAINT No: CC006000000012065

Gul Assandas Jagasia

..... Complainant

Versus

M/s. D.S Kulkarni Developers Limited

MahaRERA Registration No. P52100005158

..... Respondent

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

The complainant appeared in person.

Adv. Jayashree Latkar appeared for the respondent

Order

(5th February, 2018)

1. The complainant is an allottee of a flat bearing No. B 102 admeasuring carpet area of 52.46 sq.mtrs, in building No. B in the building known as known as "DSK Anandghan " bearing MahaRERA registration No. P52100005158 at Pune.
2. This matter was heard today. The complainant has stated that he had booked a residential flat in respondent's project and paid 100% amount to the respondent. The respondent had also issued him an allotment letter dated 29th April 2017 and agreed to handover the possession of the flat by June 2017. But till date the respondent neither executed registered agreement for sale with him nor gave possession of the flat. Hence, the complainant has prayed for directions to the respondent for execution of agreement for sale with the complainant, for early date of possession and also interest for the delayed possession.
3. The respondent has admitted the fact that the complainant has paid substantial amount to him. However, she has stated that due to financial crunch she could

not execute the agreement for sale with the complainant till date. However, the respondent has filed notarized affidavit-cum-undertaking executed by Mrs. Hemanti Deepak Kulkarni, authorized signatory of the respondent on record of this Authority stating that she will execute the registered agreement for sale with the complainant by May 2018. In addition to this, the respondent has stated that the possession of the flat would be handed over to the complainant by May 2018. The complainant accepted the said undertaking.

4. In view of above, this Authority is of the view that since there is no agreement between the complainant and the respondent, section 18 of the Real Estate (Regulation and Development) Act, 2016 is not applicable to this case and therefore, the complainant can not seek interest for the delayed possession. However, since the respondent has given the undertaking to register the agreement and the complainant has also accepted the same, nothing survives in this complaint. Hence the complaint stands disposed of.



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