

**BEFORE THE HARYANA REAL ESTATE REGULATORY**

**AUTHORITY, GURUGRAM**

Complaint no. : 603 of 2018  
First date of hearing: 25.9.2018  
Date of decision : 10.1.2019

Mr. Gaurav Gupta and Mrs. Neha Gupta  
R/o: 2578, Hudson Line, Kingsway Camp,  
New Delhi-110009

**..Complainant**

Versus

M/s Umang Realtech Pvt. Ltd.  
Office: D-64, 2<sup>nd</sup> floor, Defence Colony,  
New Delhi

**...Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE:**

Shri Sushil Yadav Advocate for the complainant  
None for the respondent Advocate for the respondent



**HARERA**  
**GURUGRAM**  
**ORDER**

1. A complaint dated 24.7.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) rules, 2017 by the complainants Mr. Gaurav



Gupta and Mrs. Neha Gupta against the promoter, M/s Umang Realtech Pvt. Ltd. in respect of apartment/unit described below in the project "Monsoon Breeze-II", on account of violation of the section 11(4)(a) of the Act *ibid*.

2. The complaint was filed on 24.7.2018. Notices w. r. t. hearing of the case were issued to the respondent on 16.8.2018, 14.9.2018, 16.10.2018 for making his appearance. However despite due and proper service of notices, the respondent did not come before the authority despite giving him due opportunities as stated above. From the conduct of the respondent it appears that he does not want to pursue the matter before the authority by way of making his personal appearance adducing and producing any material particulars in the matter. As such the authority has no option but to declare the proceedings *ex-parte* and decide the matter on merits by taking into account legal/factual propositions as raised by the complainant in his complaint

3. Since, the flat buyers agreement has been executed on 16.10.2014 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal





proceedings cannot initiated retrospectively, hence, the authority has decided to treat the present complaint as an application for non-compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016

4. The particulars of the complaint are as under: -

- **Nature of the project:** Residential
- **DTCP license no:** 23 of 2012

1.	Name and location of the project	"Monsoon Breeze II", Sector 78, Gurugram, Haryana
2.	Registered/Unregistered	<b>Not registered</b>
3.	Payment plan	Time linked plan
4.	Date of flat buyers agreement	16.10.2014
5.	Unit no.	0-403, 4 <sup>th</sup> floor, tower-0
6.	Area of unit	1550 sq. ft'
7.	Total consideration	Rs.1,04,62,500/-
8.	Total amount paid by the complainant	Rs.48,35,456/- <b>36,57,197/-</b>
9.	Due date of possession As per clause 6.1 within 42 months from the date of approval of building plans or signing of this agreement + 180 days grace period	16.10.2018
10.	Delay in offering possession	2 months 25 days



*Corrected vide order dated 13/06/19.*



		(approx.)
11.	Penalty as per clause 6.7	Rs.5 per sq. ft' of super area

5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Despite service of notice the respondent neither appeared nor file their reply to the complaint therefore their right to file reply has been struck off and case is being proceeded ex-parte against the respondent.

#### **FACTS OF THE CASE**

6. That the respondent gave advertisement in various leading Newspapers about their forthcoming project named 'Monsoon Breeze 78 II', Sector 78, Gurgaon promising various advantages, like world class amenities and timely completion/execution of the project etc. Relying on the promise and undertakings given by the respondent in the aforementioned advertisements Mr. Gaurav Gupta and Mrs. Neha Gupta, booked an apartment/flat admeasuring 1550 sq. ft. in aforesaid project of the respondent for total sale





consideration is Rs.10462500/- which includes BSP, car parking, IFMS, Club Membership, PLC etc.

7. The complainants made payment of Rs. ~~3657197/-~~ <sup>36,57,197/-</sup> to the respondent vide different cheques on different dates, the details of which are as Annexed.

8. That as per Flat Buyers Agreement the respondent had allotted a Unit/Flat bearing No O-403 on 04<sup>th</sup> Floor in Tower- O having super area of 1550 sq. ft. to the complainants. That as per para No.6.1 of the Builder Buyer Agreement, the respondent had agreed to deliver the possession of the flat within 42 months from the date of signing of the Flat Buyers Agreement dated 16.10.2014 with an extended period of 180 days.

9. That complainants regularly visited the site but was surprised to see that construction work is not in progress and no one was present at the site to address the queries of the complainants. It appears that respondent has played fraud upon the complainants. The only intention of the respondent was to take payments for the Project without completing the



*Corrected vide  
order dated 13/06/19.*



work. The respondent mala-fide and dishonest motives and intention cheated and defrauded the complainants. That despite receiving the payment as demands raised by the respondent for the said Flat and despite repeated requests and reminders over phone calls and personal visits of the complainants, the respondent has failed to deliver the possession of the allotted Flat to the complainants within stipulated period.

10. That it could be seen that the construction of the project in which the complainants flat was booked with a promise by the respondent to deliver the flat by 16.4.2018 but was not completed within time for the reasons best known to the respondent; which clearly shows that ulterior motive of the respondent was to extract money from the innocent people fraudulently.

11. The complainants visited the site but are shocked to see that no construction was going on then the complainants contacted the respondents about the project but the respondent did not give any satisfactory answer and on dated 31.8.2017 the respondents sent a letter that





complainants have been shifted to Unit No E-1802, Winter Hills, Sector 77, Gurugram from Unit No O-403, Monsoon Breeze-II, Sector 78, Gurugram. That the respondent shifted the unit of complainants unilaterally to some other project in another sector without any consent/permission or intimation and the same has not been accepted by the complainants.

12. That due to this omission on the part of the respondent the complainants has been suffering from disruption on his living arrangement, mental torture, agony and also continues to incur severe financial losses. This could be avoided if the respondent had given possession of the Flat on time. That as per clause 6.7 of the flat buyer agreement dated 16.10.2014 it was agreed by the respondent that in case of any delay, the respondent shall pay to the complainants a compensation @ Rs.5/- per sq.ft. per month of the super area of the apartment/flat. It is however, pertinent to mention here that a clause of compensation at such of nominal rate of Rs.5/- per sq. ft per month for the period of delay is unjust and the respondent has exploited the complainants by not providing the possession of the flat even after a delay from the agreed





possession plan. The respondent cannot escape the liability merely by mentioning a compensation clause in the agreement. It could be seen here that the respondent has incorporated the clause in one sided buyers agreement and offered to pay a sum of Rs.5/- per sq.ft for every month of delay. If we calculate the amount in terms of financial charges it comes to approximately @ 2% per annum rate of interest whereas the respondent charges 15% per annum interest on delayed payment.

13. That on the ground of parity and equity the respondent also be subjected to pay the same rate of interest hence the respondent is liable to pay interest on the amount paid by the complainants @15%per annum to be compounded from the promise date of possession till the flat is actually delivered to the complainants.

14. That the complainants has requested the respondent several times on making telephonic calls and also personally visiting the office of the respondent either to deliver possession of the flat in question or to refund the amount along with interest @ 15% per annum on the amount deposited by the





complainants but respondent has flatly refused to do so. Thus, the respondent in a pre-planned manner defrauded the complainants with his hard earned huge amount and wrongfully gain himself and caused wrongful loss to the complainants.

**5. ISSUES RAISED BY THE COMPLAINANT**

- I. Whether the respondent has delayed in handing over possession to the complainant?
- II. Whether the respondent has re allocated the unit of the complainant in another project in another sector without the consent of the complainant?
- III. Whether the interest demanded by the respondent i.e. 15% is unjustified?

**6. RELIEF SOUGHT**

In view of the above, complainants seeks the following relief:

- I. Direct the respondents to refund the amount of Rs.36,57,197 /- along with interest @ 15% per annum on compounded rate from the date of booking of the flat in question ;



- II. Any other relief which this hon'ble authority deems fit and proper may also be granted in favour the complainants.

### DETERMINATION OF ISSUES

7. With respect to the **first issue**, the authority came across clause 6.1 of buyer's agreement. The clause regarding the possession of the said unit is reproduced below:

*"the developer shall endeavour to give possession within 42 months from the date of approval of building plans or signing of this agreement + 180 days grace period"*

As per clause 6.1 of the builder buyer agreement dated 16.10.2014 for unit no. O-403, 4th floor, tower-O, Monsoon Breeze-II, Sector-78, Gurugram, possession was to be delivered within 42 months from the date of signing of agreement or from the date of approval of building plans + 6 months grace period which comes out to be 16.10.2018. Complainant has already paid Rs. ~~48,35,456/-~~ <sup>36,57,197/-</sup> to the respondent against a total sale consideration of Rs.104,62,500/-. However, the respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no



*Corrected vide  
order dated 13/06/19.*

option but to direct the respondent to refund the amount paid by the complainant along with prescribed rate of interest i.e. 10.75% per annum.

8. With respect to the **second issue**, the complainant has attached a letter from the respondent dated 31.8.2017 on page no.66 as per which the complainant has been allotted another unit in the project "Winter Hills 77" without complainant's consent.

With respect to the **third issue**, the interest charged by respondent @15% is exorbitant the agreement is drafted one-sided. The terms of the agreement have been drafted mischievously by the respondent and are completely one sided as also held in para 181 of *Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and ors. (W.P 2737 of 2017)*, wherein the Bombay HC bench held that:

*"...Agreements entered into with individual purchasers were invariably one sided, standard-format agreements prepared by the builders/developers and which were overwhelmingly in their favour with unjust clauses on delayed delivery, time for conveyance to the society, obligations to obtain occupation/completion certificate etc. Individual purchasers had no scope or power to negotiate and had to accept these one-sided agreements."*



### FINDINGS OF THE AUTHORITY

9. The application filed by the respondent for rejection of complaint raising preliminary objection regarding jurisdiction of the authority stands dismissed. The authority has complete jurisdiction to decide the complaint in regard to non-compliance of obligations by the promoter as held in *Simmi Sikka V/s M/s EMAAR MGF Land Ltd.* leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
10. In the present complaint, the complainants are seeking refund of the entire money paid till date i.e. ~~69,41,859/-~~ <sup>36,57,197/-</sup> along with 18% interest. The respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no option but to direct the respondent to refund the amount paid by the complainant along with prescribed rate of interest i.e. 10.75% per annum.



Corrected vide order  
dated 13/06/19.

**Decision and directions of the authority**

11. The authority exercising its power under section 37 of the Real Estate (Regulation and Development) Act, 2016 hereby issues the following directions:-

- i. Complaint was filed on 24.7.2018. Notices w.r.t. reply to the complaint were issued to the respondent on 16.8.2018, 14.9.2018 and 16.10.2018. Besides this, a penalty of Rs.5,000/- and Rs.10,000/- was also imposed on 14.9.2018 and on 16.10.2018 for non-filing of reply even after service of notice.
- ii. A final notice dated 31.12.2018 by way of email was sent to both the parties to appear before the authority on 10.1.2019.
- iii. As per clause 6.1 of the Builder Buyer Agreement dated 16.10.2014 for unit No. O-403, 4th floor, tower-O, Monsoon Breeze-II, Sector-78, Gurugram, possession was to be delivered within 42 months from the date of signing of agreement or from the



date of approval of building plans + 6 months grace period which comes out to be 16.10.2018. Complainant has already paid Rs. ~~48,35,456/-~~ <sup>36,57,197/-</sup> to the respondent against a total sale consideration of Rs.104,62,500/-. However, the respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no option but to direct the respondent to refund the amount paid by the complainant alongwith prescribed rate of interest i.e. 10.75% per annum within a period of 90 days from the date of this order.

12. Complaint is disposed of accordingly.

13. Detailed order will follow. File be consigned to the registry.



  
**(Samir Kumar)**  
Member

  
**(Subhash Chander Kush)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 10.1.2018

*Corrected vide order  
dated 13/06/19.*

**PROCEEDINGS OF THE DAY**

Day and Date	Thursday and 10.01.2019
Complaint No.	603/2018 Case titled as Mr. Gaurav Gupta & Anr V/S M/S Umang Realtech Pvt Ltd.
Complainant	Mr. Gaurav Gupta & Anr
Represented through	Complainant in person with Shri Sushil Yadav, Adv.
Respondent	M/S Umang Realtech Pvt Ltd.
Respondent Represented through	Shri Arpit Dwivedi, Advocate for the respondent.
Last date of hearing	20.9.2018
Proceeding Recorded by	Naresh Kumari & S.L.Chanana

**Proceedings**

**Project is registered with the authority.**

Arguments heard.

Complaint was filed on 24.7.2018. Notices w.r.t. reply to the complaint were issued to the respondent on 16.8.2018, 14.9.2018 and 16.10.2018. Besides this, a penalty of Rs.5,000/- and Rs.10,000/- was also imposed on 14.9.2018 and on 16.10.2018 for non-filing of reply even after service of notice.

A final notice dated 31.12.2018 by way of email was sent to both the parties to appear before the authority on 10.1.2019.

The brief facts of the matter are as under :-

As per clause 6.1 of the Builder Buyer Agreement dated 16.10.2014 for unit No. 0-403, 4<sup>th</sup> floor, tower-0, Monsoon Breeze-II, Sector-78, Gurugram, possession was to be delivered within 42 months from the date of signing of agreement or from the date of approval of building plans + 6 months grace period which comes out to be 16.10.2018. Complainant has already paid Rs. 48,35,456/- to the respondent against a total sale consideration of Rs.104,62,500/-. However, the respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no option but to direct the respondent to refund the amount paid by the complainant alongwith prescribed rate of interest i.e. 10.75% per annum within a period of 90 days from the date of this order.

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Samir Kumar  
(Member)  
10.1.2019

Subhash Chander Kush  
(Member)



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**..Complainant**

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Office: D-64, 2<sup>nd</sup> floor, Defence Colony,  
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**...Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE:**

Shri Sushil Yadav Advocate for the complainant  
None for the respondent Advocate for the respondent



**ORDER**

1. A complaint dated 24.7.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) rules, 2017 by the complainants Mr. Gaurav

Gupta and Mrs. Neha Gupta against the promoter, M/s Umang Realtech Pvt. Ltd. in respect of apartment/unit described below in the project “Monsoon Breeze-II”, on account of violation of the section 11(4)(a) of the Act *ibid*.

2. The complaint was filed on 24.7.2018. Notices w. r. t. hearing of the case were issued to the respondent on 16.8.2018, 14.9.2018, 16.10.2018 for making his appearance. However despite due and proper service of notices, the respondent did not come before the authority despite giving him due opportunities as stated above. From the conduct of the respondent it appears that he does not want to pursue the matter before the authority by way of making his personal appearance adducing and producing any material particulars in the matter. As such the authority has no option but to declare the proceedings *ex-parte* and decide the matter on merits by taking into account legal/factual propositions as raised by the complainant in his complaint



3. Since, the flat buyers agreement has been executed on 16.10.2014 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal

proceedings cannot initiated retrospectively, hence, the authority has decided to treat the present complaint as an application for non-compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016

4. The particulars of the complaint are as under: -

- **Nature of the project:** Residential
- **DTCP license no:** 23 of 2012

1.	Name and location of the project	"Monsoon Breeze II", Sector 78, Gurugram, Haryana
2.	Registered/Unregistered	<b>Not registered</b>
3.	Payment plan	Time linked plan
4.	Date of flat buyers agreement	16.10.2014
5.	Unit no.	0-403, 4 <sup>th</sup> floor, tower-0
6.	Area of unit	1550 sq. ft'
7.	Total consideration	Rs.1,04,62,500/-
8.	Total amount paid by the complainant	Rs.48,35,456/-
9.	Due date of possession As per clause 6.1 within 42 months from the date of approval of building plans or signing of this agreement + 180 days grace period	16.10.2018
10.	Delay in offering possession	2 months 25 days



		(approx.)
11.	Penalty as per clause 6.7	Rs.5 per sq. ft' of super area

5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Despite service of notice the respondent neither appeared nor file their reply to the complaint therefore their right to file reply has been struck off and case is being proceeded ex-parte against the respondent.

#### FACTS OF THE CASE

6. That the respondent gave advertisement in various leading Newspapers about their forthcoming project named 'Monsoon Breeze 78 II', Sector 78, Gurgaon promising various advantages, like world class amenities and timely completion/execution of the project etc. Relying on the promise and undertakings given by the respondent in the aforementioned advertisements Mr. Gaurav Gupta and Mrs. Neha Gupta, booked an apartment/flat admeasuring 1550 sq. ft. in aforesaid project of the respondent for total sale



consideration is Rs.10462500/- which includes BSP, car parking, IFMS, Club Membership, PLC etc.

7. The complainants made payment of Rs. 3657197/- to the respondent vide different cheques on different dates, the details of which are as Annexed.
8. That as per Flat Buyers Agreement the respondent had allotted a Unit/Flat bearing No O-403 on 04<sup>th</sup> Floor in Tower- O having super area of 1550 sq. ft. to the complainants. That as per para No.6.1 of the Builder Buyer Agreement, the respondent had agreed to deliver the possession of the flat within 42 months from the date of signing of the Flat Buyers Agreement dated 16.10.2014 with an extended period of 180 days.
9. That complainants regularly visited the site but was surprised to see that construction work is not in progress and no one was present at the site to address the queries of the complainants. It appears that respondent has played fraud upon the complainants. The only intention of the respondent was to take payments for the Project without completing the



work. The respondent mala-fide and dishonest motives and intention cheated and defrauded the complainants. That despite receiving the payment as demands raised by the respondent for the said Flat and despite repeated requests and reminders over phone calls and personal visits of the complainants, the respondent has failed to deliver the possession of the allotted Flat to the complainants within stipulated period.

10. That it could be seen that the construction of the project in which the complainants flat was booked with a promise by the respondent to deliver the flat by 16.4.2018 but was not completed within time for the reasons best known to the respondent; which clearly shows that ulterior motive of the respondent was to extract money from the innocent people fraudulently.

11. The complainants visited the site but are shocked to see that no construction was going on then the complainants contacted the respondents about the project but the respondent did not give any satisfactory answer and on dated 31.8.2017 the respondents sent a letter that



complainants have been shifted to Unit No E-1802, Winter Hills, Sector 77, Gurugram from Unit No O-403, Monsoon Breeze-II, Sector 78, Gurugram. That the respondent shifted the unit of complainants unilaterally to some other project in another sector without any consent/permission or intimation and the same has not been accepted by the complainants.

12. That due to this omission on the part of the respondent the complainants has been suffering from disruption on his living arrangement, mental torture, agony and also continues to incur severe financial losses. This could be avoided if the respondent had given possession of the Flat on time. That as per clause 6.7 of the flat buyer agreement dated 16.10.2014 it was agreed by the respondent that in case of any delay, the respondent shall pay to the complainants a compensation @ Rs.5/- per sq.ft. per month of the super area of the apartment/flat. It is however, pertinent to mention here that a clause of compensation at such of nominal rate of Rs.5/- per sq. ft per month for the period of delay is unjust and the respondent has exploited the complainants by not providing the possession of the flat even after a delay from the agreed



possession plan. The respondent cannot escape the liability merely by mentioning a compensation clause in the agreement. It could be seen here that the respondent has incorporated the clause in one sided buyers agreement and offered to pay a sum of Rs.5/- per sq.ft for every month of delay. If we calculate the amount in terms of financial charges it comes to approximately @ 2% per annum rate of interest whereas the respondent charges 15% per annum interest on delayed payment.

13. That on the ground of parity and equity the respondent also be subjected to pay the same rate of interest hence the respondent is liable to pay interest on the amount paid by the complainants @15%per annum to be compounded from the promise date of possession till the flat is actually delivered to the complainants.

14. That the complainants has requested the respondent several times on making telephonic calls and also personally visiting the office of the respondent either to deliver possession of the flat in question or to refund the amount along with interest @ 15% per annum on the amount deposited by the





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- I. Whether the respondent has delayed in handing over possession to the complainant?
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#### 6. RELIEF SOUGHT

In view of the above, complainants seeks the following relief:

- I. Direct the respondents to refund the amount of Rs.36,57,197 /- along with interest @ 15% per annum on compounded rate from the date of booking of the flat in question ;



- II. Any other relief which this hon'ble authority deems fit and proper may also be granted in favour the complainants.

### DETERMINATION OF ISSUES

7. With respect to the **first issue**, the authority came across clause 6.1 of buyer's agreement. The clause regarding the possession of the said unit is reproduced below:

*"the developer shall endeavour to give possession within 42 months from the date of approval of building plans or signing of this agreement + 180 days grace period"*

As per clause 6.1 of the builder buyer agreement dated 16.10.2014 for unit no. O-403, 4th floor, tower-O, Monsoon Breeze-II, Sector-78, Gurugram, possession was to be delivered within 42 months from the date of signing of agreement or from the date of approval of building plans + 6 months grace period which comes out to be 16.10.2018. Complainant has already paid Rs. 48,35,456/- to the respondent against a total sale consideration of Rs.104,62,500/-. However, the respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no



option but to direct the respondent to refund the amount paid by the complainant along with prescribed rate of interest i.e. 10.75% per annum.

8. With respect to the **second issue**, the complainant has attached a letter from the respondent dated 31.8.2017 on page no.66 as per which the complainant has been allotted another unit in the project “Winter Hills 77” without complainant’s consent.

With respect to the **third issue**, the interest charged by respondent @15% is exorbitant the agreement is drafted one-sided. The terms of the agreement have been drafted mischievously by the respondent and are completely one sided as also held in para 181 of *Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and ors. (W.P 2737 of 2017)*, wherein the Bombay HC bench held that:

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### FINDINGS OF THE AUTHORITY

9. The application filed by the respondent for rejection of complaint raising preliminary objection regarding jurisdiction of the authority stands dismissed. The authority has complete jurisdiction to decide the complaint in regard to non-compliance of obligations by the promoter as held in ***Simmi Sikka V/s M/s EMAAR MGF Land Ltd.*** leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
10. In the present complaint, the complainants are seeking refund of the entire money paid till date i.e. 69,41,859/- along with 18% interest. The respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no option but to direct the respondent to refund the amount paid by the complainant along with prescribed rate of interest i.e. 10.75% per annum.



### **Decision and directions of the authority**

11. The authority exercising its power under section 37 of the Real Estate (Regulation and Development) Act, 2016 hereby issues the following directions:-

- i. Complaint was filed on 24.7.2018. Notices w.r.t. reply to the complaint were issued to the respondent on 16.8.2018, 14.9.2018 and 16.10.2018. Besides this, a penalty of Rs.5,000/- and Rs.10,000/- was also imposed on 14.9.2018 and on 16.10.2018 for non-filing of reply even after service of notice.
- ii. A final notice dated 31.12.2018 by way of email was sent to both the parties to appear before the authority on 10.1.2019.
- iii. As per clause 6.1 of the Builder Buyer Agreement dated 16.10.2014 for unit No. O-403, 4th floor, tower-O, Monsoon Breeze-II, Sector-78, Gurugram, possession was to be delivered within 42 months from the date of signing of agreement or from the



date of approval of building plans + 6 months grace period which comes out to be 16.10.2018. Complainant has already paid Rs. 48,35,456/- to the respondent against a total sale consideration of Rs.104,62,500/-. However, the respondent has miserably failed to deliver the unit in time and there are no chances to deliver the unit in near future. As such, authority has no option but to direct the respondent to refund the amount paid by the complainant alongwith prescribed rate of interest i.e. 10.75% per annum within a period of 90 days from the date of this order.

12. Complaint is disposed of accordingly.

13. Detailed order will follow. File be consigned to the registry.



**(Samir Kumar)**  
Member

**(Subhash Chander Kush)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 10.1.2018

Judgement uploaded on 29.01.2019