



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

Day and Date	Tuesday and 02.07.2019
Complaint No.	1082/2019 Case titled as M3M India Private Limited & Anr vs Preeti Bhatia
Complainant	M3M India Private Limited And Anr
Represented through	Ms. Harleen Singh AR on behalf of complainant company with Ms. Shriya Takkar and Shri Arun Wighmal Advocate
Respondent	Preeti Bhatia
Respondent Represented through	Mr Govind Rai Vashisht, Advocate
Last date of hearing	First hearing
Proceeding Recorded by	Naresh Kumari & S.L. Chanana

Proceedings

Project is not registered with the authority.

Since the project is not registered, notice under section 59 of the Real Estate (Regulation & Development) Act, 2016, for violation of section 3(1) of the Act be issued to the respondent. Registration branch is directed to do the needful.

By virtue of this complaint, the complainant is seeking the indulgence of this authority to pass directions against the respondent/buyer to take possession of the apartment in question after completing all the requisite formalities and respondent also be directed to pay the balance amount alongwith delayed interest as per section 19 of the Real Estate(Regulation and Development) Act, 2016. In addition to this,



the complainant has also prayed for that respondent/buyer may also be directed to pay the holding charges as per the terms and conditions of the apartment agreement.

Brief facts of the matter are that respondent/buyer booked a flat/unit 925d(old apartment No. MGE TW-09/25 d), level 25, Tower 9 in "M3M Gold Estate-Fairway West, Sector -65, Gurugram and BBA to this effect was executed inter-se the parties on 01.11.20213 and by virtue of clause 16.1 of the BBA, the complainant/builder was duty bound to hand over the possession of the booked unit, complete in all respects, to the respondent/buyer within a period of 36 months from the date of commence of construction/laying of the first plain cement concrete/mud slab of the tower or the date of execution of agreement whichever is later plus 180 days grace period which comes out to 20.02.2015. Against total sale consideration of Rs.3,84,22605/-, respondent/buyer has so far paid an amount of Rs.3,52,52,850/-.

The complainant/developer offered the possession of the booked unit to the respondent vide letter dated 29.05.2017 but the respondent/buyer failed to pay the balance amount and to take over the possession of offered unit on the ground that complainant/developer has unilaterally increased the super area from 3454 sq ft to 3494 sq ft. without any intimation.

However, as per clause 3.9 of the apartment buyer's agreement dated 01.11.2013, the respondent/allottee has himself agreed that the super area of the apartment is subject to change till construction is completed and occupation certificate is received. As such, the



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
respondent/allottee is duty bound to pay for the commensurate increase in the total consideration. As per Haryana Real Estate(Regulation and Development) Rules, 2017, there cannot be a change of more than 5%(+/-) in the carpet area of the apartment but in the present matter, the increase in area is less than 5% and the complainant/developer is well within its right to charge for the increased area.

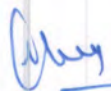
Both the parties are entitled to get prescribed rate of interest @ 10.65% p.a. in case of delay in handing over the possession of the unit on the part of the complainant/developer and in case of not making timely payments on the part of the respondent/allottee.

Considering all the pros and cons of the matter, authority is of the considered opinion that both the parties should sit together to sort out the matter amicably as per the provisions of section 19 (6) (7) (8) (10) and (11) of the RERA Act-2016.

In case, the parties failed to arrive at an amicable settlement, both the parties have the liberty to approach the authority to get the matter adjudicated.

Complaint stands disposed of in above terms. File be consigned to the Registry.


Samir Kumar
(Member)
02.07.2019


Subhash Chander Kush
(Member)