



Complaint no 969,970,971,972,973/2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 969 OF 2019

Rupali Tripathi

.... COMPLAINANT(S)

VERSUS

KST Infrastructure Pvt Ltd.

.... RESPONDENT(S)

2. COMPLAINT NO. 970 OF 2019

Rajendra Piplonia

.... COMPLAINANT(S)

VERSUS

KST Infrastructure Pvt Ltd.

.... RESPONDENT(S)

3. COMPLAINT NO. 971 OF 2019

TM Tripathi

.... COMPLAINANT(S)

VERSUS

KST Infrastructure Pvt Ltd.

.... RESPONDENT(S)

4. COMPLAINT NO. 972 OF 2019

Laxmi Verma

.... COMPLAINANT(S)

VERSUS

KST Infrastructure Pvt Ltd.

.... RESPONDENT(S)

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5. COMPLAINT NO. 973 OF 2019

Navneet Butan

.... COMPLAINANT(S)

VERSUS

KST Infrastructure Pvt Ltd.

.... RESPONDENT(S)

**CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag**

**Chairman
Member
Member**

Date of Hearing: 14.11.2019

Hearing: 3rd

Present: Mr. Sameer S Tiwari, Counsel for Complainant.

None present for the Respondent.

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. All captioned complaints having identical facts and similar averments, therefore, complaint no. 969 of 2019 titled as Rupali Tripathi vs KST Infrastructure Pvt Ltd. & Anr. is taken up for adjudication of this bunch matter.
2. Complainant's case in brief is that Rupali Tripathi had booked a shop bearing no. MGF 149 with an area of approx. 250 sq. ft in KST Metropolitan shopping arcade to be developed by KST Infrastructure Ltd in collaboration with G.E Max Infrastructure ltd. in Sector 89, Kheri Road, Faridabad, Haryana. Total



sale consideration of the shop was Rs.11,25,000/- against which complainants had already paid an amount of Rs. 5,40,000/- till August 2014. Builder buyer agreement was executed on 26.05.2015 between complainants and respondent /promoter, however, agreement has not been registered till date by the developer-promoter. As per agreement, possession of said floor was to be delivered within a period of 36 months from the date of execution of building buyer agreement and accordingly deemed date of handing over of possession was 25.05.2018. His grievance is that respondent has failed to deliver him possession as per agreed terms of Clause 13 of the builder buyer agreement. So, complainant has prayed for refund along with interest and compensation against delay of delivery of possession.

3. Notice to the respondent was issued but could not be served for want of correct address. Authority thus decided to give effect of service of the notice through publication. Publication was made in newspaper "*Indian Express*" on 24.10.2019 mentioning that respondent-promoter is directed to appear on 14.11.2019 before the Haryana Real Estate Regulatory Authority, Panchkula in person or by a duly authorized person in order to defend him but respondent has neither appeared nor filed his reply. So, the Authority decided to proceed against him ex-parte.

4. In today's hearing, learned counsel for the complainant submits photographs showing that no construction activity has been commenced at the site meaning thereby that developer is not in a position to complete the project in



near future. So, Authority, has no hesitation to conclude that there is no likelihood of delivering possession of booked properties to the complainant in near future.

5. Hence, these complaints are allowed and respondent is directed to refund the amounts to the respective complainants along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. @ SBI highest marginal cost of lending rate (MCLR) +2% from the date of payment of amounts till today. In view of above formula, the total amount to be paid in all complaints given below in the table:

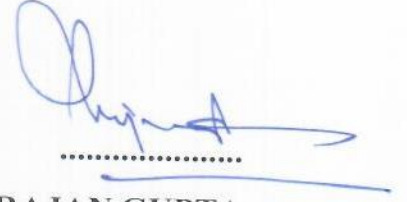
S. no.	Complaint no.	Principal Amount	Interest	Total
1	969 of 2019	Rs. 5,40,000 /-	Rs 6,10,091 /-	Rs 11,50,091 /-
2	970 of 2019 ¹	Rs. 7,00,000/-	Rs. 6,77,092/-	Rs.13,77,092/-
3	971 of 2019	Rs. 5,00,000	Rs. 5,52,933/-	Rs. 10,52,933/-
4	972 of 2019	Rs. 8,33,890	Rs. 7,05,013	Rs. 15,38,903
5	973 of 2019 ²	Rs. 7,73,908	Rs. 6,97,297	Rs. 14,71,205

¹ In his written complaint, the complainant has sought refund of Rs. 4,50,000/- whereas after perusing the record it is found that the amount paid is Rs. 5,00,000

² In his written complaint, the complainant has sought refund of Rs. 7,71,408/- whereas after perusing the record it is found that the amount paid is Rs. 7,73,908.

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Case is **disposed of** in above mentioned terms. File be consigned to the record room after uploading of the order on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]

