

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

**Complaint no. : 3837 of 2019**  
**First date of hearing: 11.12.2019**  
**Date of decision : 11.12.2019**

Sh. Ashwani Kumar Gupta  
R/o: - 437-A, Sector-2, Panchkula.

**Complainant**

*Versus*

M/s Reliable Realtech Pvt. Ltd.  
**Address:** 301, 3<sup>rd</sup> floor, C-Block, NDM-2, Netaji  
Subhash Place, Pitampura, New Delhi-110034  
**Corporate Office:-** BN-57(E), 3<sup>rd</sup> floor,  
Shalimar Bagh, Delhi-110088.

**Respondent**

**CORAM**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

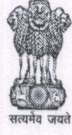
**APPEARANCE:**

Shri Pardeep Panghal Advocate for the complainant  
Shri Surender Sheoran Advocate for the respondent

**ORDER**

1. The present complaint dated 26.08.2019 has been filed by the complainant/allottee in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all



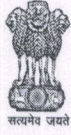


obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter-se them.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form: -

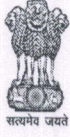
S. No.	Heads	
1.	Name and location of the project	"Antriksh Heights" Sector 84, Gurugram
2.	Nature of real estate project	Residential Complex
3.	RERA registered/ not registered	<b>Unregistered</b>
5.	Project Area	23.10 Acres
6.	DTCP License	123 of 2008 dated 14.06.2008 valid up to 13.06.2018
8.	Apartment/unit no.	1702, 17 <sup>th</sup> floor, Tower-AE
9.	Apartment measuring	1725 sq. ft.
10.	Date of execution of agreement to sell	15.06.2012
12.	Payment plan	Construction Linked Plan
13.	Total sale consideration	₹ 50,39,915/- (as per annexure P-8 and ₹ 620809/- as per final demand- cum- offer of





		possession letter dated 04.06.2016)
14.	Amount paid by the allottee	₹ 45,74,000/- (as stated by the complainant)
15.	Due date of delivery of possession as per clause 11- within 3 years from the date start of construction	15.06.2015 <b>Note: date of commencement of construction is not given by either of the parties. Thus the due date of handing over the possession is calculated from the date of execution of the subject agreement</b>
16.	Date of Occupation certificate	14.10.2016
17.	Date of offer of possession	15.10.2016 (as per final demand letter on pg. 17 of the reply to the complaint)





18.	Specific relief sought (in specific terms)	To direct the respondent to pay delayed possession interest at prescribed rate of interest per annum for delayed period in handing over the possession.
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3. As per clause 11 of the agreement to sell the possession was to be handed over within 3 years from the date of start of construction. However the date of commencement of construction has not been given by either of the parties. Thus the due date of handing over the possession is calculated from the date of execution of the agreement to sell which comes out to be 15.06.2015. Clause 11 of the agreement to sell is reproduced below:

**"11. Completion of the Project**

*The owner shall construct the apartment as early as possible and within 3 years, from the start of construction work unless due to unavoidable circumstances...."*

4. The respondent has utterly failed in fulfilling their obligation of delivery of the unit as per the agreement to sell and failed to offer of possession in the terms of section 18 of the Act read with rules. Hence, this complaint for the relief detailed above.
5. On the date of hearing the Authority explained to the respondent/promoter about the contravention as alleged to





have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

The respondent contests the complaint on the grounds detailed in the reply which according to it were beyond its control. It is further pleaded that the complainant has also failed to make the timely payment of the balanced amount.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents.
7. The Authority based on information and explanation and other submissions made and the documents filed by both the parties is of considered view that there is no need of further hearing in the complaint.

Arguments Heard:

8. The Act is to protect the rights of the stakeholders i.e. the promoter, allottee and the real estate agent as provided under the Act and to balance their interest as per its provisions. The Authority is empowered to not only monitor the projects but also to ensure their timely compliance and in case where the projects are held up or stopped to take steps so that these are completed in time and interests of allottees are protected.
9. It has been brought on record that occupation certificate w.r.t. the allotted unit has been issued by the competent authority on 14.10.2016 and offer of possession letter too has been issued to the complainant on 15.10.2016 that is prior to coming into force of RERA and as such, the matter does not




come within the purview of RERA Act. However, for the purpose of enforcement of natural justice, the complainant is directed to take over the possession of the unit within a period of one month after payment of balance dues.

Arguments heard.

The complainant has raised certain issues w.r.t. late delivery of possession. However, since the case is prior to coming into force of RERA, as such, it does not come within the purview of RERA. Maintenance charges will be charged after actual delivery of possession.

- i. Complaint stands disposed of.
- ii. File be consigned to registry.

  
**Samir Kumar**  
(Member)

  
**Subhash Chander Kush**  
(Member)

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 11.12.2019

Judgement uploaded on 09.01.2020