



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

**Complaint no. : 3946 of 2019**  
**First date of hearing : 08.11.2019**  
**Date of decision : 08.01.2020**

1. Mr. Robin Goel
2. Mrs. Neha Goyal  
Both r/o Flat No. 1306,  
Avadh, Neelkanth Kingdom,  
Vidya Vihar(West), Mumbai-400086

**Complainants**

**Versus**

M/s Supertech Limited.  
Regd. office: 1114, 11<sup>th</sup> floor,  
Hemkunt Chambers, 89, Nehru  
Place, New Delhi- 110019

**Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE:**

Sh. Adhish Srivastava Advocate for the complainants  
Sh. Rishabh Gupta Advocate for the respondent  
Ms. Pushpa Dabas A.R of the respondent company

**ORDER**

1. The present complaint dated 13.09.2019 has been filed by the complainants/allottees 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Heads	Information
1.	Project name and location	"Hill Town" Sector- 02, Sohna Road Gurugram.
2.	Project area	100.36875 acres
3.	Nature of the project	Residential plotted colony
4.	DTCP license no. and validity status	124 of 2014 dated 23.08.2014 valid till 22.08.2019
5.	Name of licensee	M/s Dolphin Build well Private Limited and others
6.	RERA Registered/ not registered	<b>Registered vide no. 97 of 2017 Dated 24.08.2017</b>
7.	RERA registration valid up to	30.06.2021
8.	Unit no.	R045T700404, 4 <sup>th</sup> floor, Tower T7 [Page 23 of complaint]
9.	Unit measuring	1200 sq. ft.
10.	Date of execution of buyer's agreement	N.A
11.	Allotment Letter	07.04.2015 [ page 39 of complaint]





12.	Payment plan	Subvention payment plan [Page 40 of complaint]
13.	Total consideration as per payment plan	Rs.67,90,000/- [Page 40 of complaint]
14.	Total amount paid by the complainants as per customer statement (annexure P-5 of complaint)	Rs.63,16,259/- [Page 56 of complaint]
15.	Loan amount under the tripartite Agreement dated 18.04.2015 (builder subvention facilities)	Rs. 55,99,850/- [Page 25 of complaint]
16.	Due date of delivery of possession as per clause I (25) of the allotment letter: by December 2018 + 6 months grace period.	30.06.2019 [Page 46 of complaint]
17.	Delay in handing over possession till date	6 months and 8 days [Note: Possession not handed over so far]
18.	Status of the project	Ongoing
19.	Specific relief sought	To direct the respondent to remit the total amount paid by complaint towards Pre EMIs since the month of November 2018 to till date along with prescribed rate of interest; To direct the respondent to pay Pre EMI before 30 <sup>th</sup> of every month with the subvention scheme against the loan taken by the complainant; To direct the respondent to pay delayed possession charges with the prescribed rate of interest;





3. As per clause I (25) of the allotment letter, the possession was to be handed over by December 2018 plus further grace period of 6 months. Clause I (25) of the Allotment Letter is reproduced herein below:

**"I. (25) POSSESSION OF ALLOTTED FLOOR/APARTMENT**

*The possession of the allotted floor/Apartment shall be given by **DEC 2018** with an extended grace period of **6(Six)** months. The developer also agrees to compensate the Allottee(s) @ **Rs. 5.00/- (Five rupees only)** per (Sq. ft.) of area of the Floor/Apartment per month for any delay in handing over possession of the Floor/Apartment beyond the given promised period plus the grace period of **6(Six)** months and up to the Offer Letter of possession or actual physical possession whichever is earlier."*

4. The respondent has utterly failed in fulfilling their obligation to deliver of the unit as per the allotment letter and failed to offer possession in terms of section 11(4) (a) and 18 of the Act read with Rules. Hence, this complaint for the inter alia reliefs, detailed herein 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.

6. The respondent submitted that there was no intentional delay in the construction on the part of the respondent and delay was due to the reasons detailed in the reply which were beyond its control.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint is being decided on the basis of these undisputed documents and submission made by the parties during hearing.
8. The Authority on the basis of information, other submissions made and the documents filed by the complainants are of considered view that there is no need of further hearing in the complaint.

Arguments heard

9. The Authority observed that the Act is to protect the rights of the stake-holders i.e. the promoter, allottee and the real estate agent as provided under the Act and also 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.

10. That by virtue of clause I (25) of allotment letter executed between the parties on 07.04.2015, possession of the booked unit was to be delivered within stipulated time i.e. by 31.12.2018 plus grace period of 6 months to cover any unforeseen circumstances. Therefore, the due date of handing over possession comes out to be 30.06.2019. Accordingly, it is the failure of the respondent/promoter to fulfil his obligations, responsibilities as per the allotment letter dated 07.04.2015 to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4) (a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delayed possession charges at the prescribed rate of interest i.e. @ 10.20% p.a. w.e.f. 01.07.2019 till actual offer of possession of the booked unit as per the provision of section 18(1) of the Act read with rules 15 of the Rules.

11. Hence, the Authority hereby pass the following order and issue directions under section 34(f) of the Act:

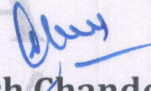
(i) The respondent is directed to pay interest at the prescribed rate of 10.20% p.a. for every month of delay w.e.f. 01.07.2019 till the offer of possession;





- (ii) The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period;
- (iii) The respondent is directed to pay interest accrued so far from 01.07.2019 to the complainant within 90 days from the date of this order and subsequent interest to be paid by the 10<sup>th</sup> of each succeeding month;
- (iv) Interest on due payment from the complainant shall be charged at the prescribed rate of interest @10.20% by the promoter which is the same as is being granted to the complainant in case of delayed possession charges;
- (v) The respondent shall not charge anything from the complainant which is not part of the Buyer Developer Agreement.
- (vi) Complaint stands disposed of.
- (vii) File be consigned to registry.

  
**(Samir Kumar)**  
Member

  
**(Subhash Chander Kush)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.01.2020

Judgement Uploaded on 28.01.2020