



**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

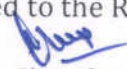
**PROCEEDINGS OF THE DAY**


Day and Date	Tuesday and 5.6.2018
Complaint No.	96/2018 case titled as Braham Pal Singh versus M/s Raheja Developers Ltd.
Complainant	Braham Pal Singh
Represented through	Complainant in person
Respondent	M/s Raheja Developers Ltd.
Respondent Represented through	Shri Mintu Kumar legal representative on behalf of the respondent.

**Proceedings**

Written arguments as well as details regarding Project in pursuance of the directions issued by the Authority vide order dated 30.5.2018 have been filed by the legal representative appearing on behalf of the respondent. The said legal representative could not explain about the details of the Project. The complainant submitted that the respondent is knowingly adopting delaying tactics and requested to refund his deposited amount alongwith interest. The request is allowed. The legal representative appearing on behalf of the respondent is directed to refund the amount alongwith interest w.e.f. 31.7.2017 at the rate of marginal cost of lending of State Bank of Indian which is currently prevailing plus 2% per annum within a month. The complainant shall have a liberty to file a separate complaint if the respondent did not comply with the order of the Authority within the stipulated period. The order is pronounced. File be consigned to the Registry.

  
Sanvir Kumar  
(Member)

  
Subhash Chander Kush  
(Member)

  
Dr. K.K. Khandelwal  
(Chairman)  
5.6.2018

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

**Complaint No.** : 96 of 2018  
**Date of Institution** : 21.03.2018  
**Date of Decision** : 05.06.2018

Mr. Braham Pal Singh, R/o House No. D-35,  
Shivalik Nagar, Bhel, Ranipur, Haridwar-  
249403 **...Complainant**

Versus

M/s Raheja Developers Ltd., Office space 406,  
4th Floor, Rectangle one, D-4, District Centre  
Saket, New Delhi-110017 **...Respondent**

**CORAM:**

Dr. K.K. Khandelwal  
Shri Samir Kumar  
Shri Subhash Chander Kush

**Chairman**  
**Member**  
**Member**

**APPEARANCE:**

Shri Braham Pal Singh **Complainant in person**  
Shri Mintu Kumar **Advocate for the respondent**  
*Deputy Manager(Legal)*

**Order**

1. A complaint dated 21.03.2018 was filed under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant (Mr. Brahm Pal Singh) against the promoter (M/s Raheja Developers Ltd.) on account of violation of clause 17 of the allotment letter dated



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10-07-2015 in respect of apartment described as below for not refunding the amount paid by the complainant with respect to the surrendered and cancelled apartment.

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

1.	Name and location of the project	Krishna Affordable Housing Scheme 2014, Sector -14, Gurugram
2.	Flat/Apartment/Plot No./Unit No.	2005, Tower-D2
3.	Total amount paid by the complainant	Rs. 9,72,435/-
4.	HRERA Registration Number	21 of 2017

3. As per the details provided above, the complainant, namely, Mr. Braham Pal Singh has raised his contention that he had been allotted the said 1-bedroom flat vide allotment letter dated 10.07.2015. The Complainant made payment of Rs. 9,27,435/- upto 20-07-2016. Thereafter, the Complainant surrendered his allotment for cancellation on 24-07-2017 and requested for refund of the amount paid by him as per clause 17 of the allotment letter. Further, the Respondent accepted the cancellation request of the complainant vide their letter dated 27-07-2017 and agreed to process the cancellation of the said flat after deduction of Rs. 25000/- and Rs. 19,921 /-

**Clause 17 of the agreement is as follows:**



*"In case present application of the applicant is successful in the said draw of lots, he shall be required to deposit additional 20% amount of the total cost of the flat to the company at the time of allotment of flat the balance 75 % shall be payable by the applicant in six equated monthly instalment spread over three year period with no interest falling due before the due date for payment . any default in payment by the applicant shall invite interest @15% p.a. if the application fails to deposit the instalments within the time period as prescribed in the allotment letter issued by the company, a reminder may be issued to him for depositing the due instalment which a period of 15 days from the date of publication of such notice failing which his allotment will be cancelled by the company. In such cases an amount of Rs 25,000 shall also be deducted by the company and the balance amount shall be refunded to the applicant. Such flat may be considered by the committee for offer to those applicants falling in the waiting list."*

4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. On 19.04.2018, the representative of the respondent company, Mr. Mintu Kumar appeared and requested to grant time for filling reply. The case came up for hearing on 19.04.18, 03.05.18, 17.05.18, 30.05.18 and 05.06.18. The reply has been filed on behalf of the respondent which has been perused and found to be vague and evasive as it has been contended that the parties are bound by the terms and conditions of the allotment letter.



5. During hearings, oral arguments have been advanced by both the parties in order to prove their contentions. The counsel for the complainant submitted that the respondent is knowingly adopting delaying tactics with the intention to mislead the hon'ble authority.
6. The complainant makes a submission before the Authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.

***"34 (f) Function of Authority -***

*To ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder."*

The complainant requested that necessary directions be issued to the promoter to comply with the provisions and fulfil obligation under section 37 of the Act which is reproduced below:

***"37. Powers of Authority to issue directions***


*The Authority may, for the purpose of discharging its functions under the provisions of this Act or rules or regulations made thereunder, issue such directions from time to time, to the promoters or allottees or real estate agents, as the case may be, as it may consider necessary and such directions shall be binding on all concerned."*



7. The prayer of the complainant is considered and allowed by the authority and the respondent is directed to refund the amount deposited by the complainant Rs. 9,72,435 along with prescribed interest of 10.45% p.a. w.e.f. 31.07.2017 within a month.
8. The authority has complete jurisdiction to decide the complaint in regard to non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the Adjudicating Officer.
9. The order is pronounced.
10. Case file be consigned to the registry.

  
(Samir Kumar)  
Member

  
(Subhash Chander Kush)  
Member

  
(Dr. K.K. Khandelwal)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

