



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

**Complaint no. 2710 of 2019  
Date of first hearing 16.10.2019  
Date of decision 04.02.2020**

**Shri Ravi Bajaj**

**Address:** - House no. 148, Urban Estate,  
Sector 7, Gurugram.

**Complainant**

**Versus**

**M/s International Land Developers P. Ltd.**

**Address:-** B-148, New Friends Colony,  
New Delhi.

**Respondent**

**CORAM:**

**Dr. K. K. Khandelwal**

**Chairman**

**Shri Samir Kumar**

**Member**

**APPEARANCE.**

**Shri Sukhbir Yadav**

**Advocate for the complainant**

**Shri Venkat Rao**

**Advocate for the respondent**

**ORDER**

1. The present complaint 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	Information
1.	Project name and location	Arete, Sector 33, Gurugram.
2.	Project area	11.6125 acres
3.	Nature of project	Residential group housing project
4.	RERA registered	Registered vide no. 44 of 2019 (Phase 1 for area 8.79 acres)
5.	RERA registration valid upto	02.07.2022
6.	License No. & validity status	44 of 2013 dated 04.06.2013 valid upto 03.06.2019
7.	Name of licensee	International Land Developers P. Ltd. and others
8.	Unit no., Tower no.	801, Tower C
9.	Carpet area	1325 sq. ft. (super area)





11.	Date of execution of apartment buyer agreement	24.05.2014 ( <b>Pg. 38 of the complaint</b> )
12.	Payment plan	Construction linked payment plan ( <b>Pg. 94 of the complaint</b> )
13.	Total sale consideration	Rs. 74,86,725/- ( <b>as per SOA, Pg. 108 of the complaint</b> )
14.	Total amount paid by the complainant	50, 48,353/- ( <b>as per SOA, Pg. 108 of the complaint</b> )
15.	Due date of delivery of possession as per agreement	<b>24.11.2018</b> ( <b>clause 10.1</b> 48 months from the date of execution of agreement + 6 months' grace period)
16.	Period of delay in handing over possession till date	One year, two months and 11 days
17.	Status of project (ongoing/complete)	Ongoing
19.	Date of offer of possession, if any	N/A
20.	Relief sought (in specific terms)	<ul style="list-style-type: none"> <li>• Direct the respondent to pay delayed possession charges at the prescribed rate of interest.</li> <li>• Direct the respondent that no further demand should be raised till possession.</li> <li>• Direct the respondent to refrain from giving effect to the unfair clauses incorporated in the flat buyer agreement.</li> </ul>

3. As per the apartment buyer agreement in question vide clause no. 10.1 the possession was to be handed over within a period of 48 months





from the date of execution of agreement plus grace period of six months which comes out to 24.11.2018.

The relevant clause of the apartment buyer's agreement reads as under:-

*".....the Developer shall endeavour to complete the construction of the Said Apartment within 48 (Forty Eight) months from the date of execution of this Agreement and further extension/grace period of 6(six months.)"*

4. Possession of the apartment has not been offered or given so far. Hence, this complaint for the following reliefs :-

- Direct the respondent to pay delayed possession charges at the prescribed rate of interest.
- Direct the respondent that no further demand should be raised till possession.
- Direct the respondent to refrain from giving effect to the unfair clauses incorporated in the flat buyer agreement.

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 following grounds: -

- a) That at the outset each and every averment, statement, allegation, contention of the complainant which is contrary and inconsistent





with the reply submitted by the respondent is hereby denied and no averment, statement, allegation, contention of the complainant shall deem to be admitted save those specifically admitted to be true and correct.

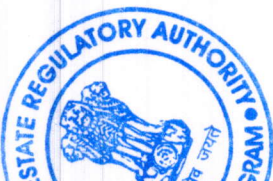
- b) That the complainant has intentionally concealed material facts and filed present complaint with the sole purpose of avoiding the agreed terms of the agreement. The present complaint is devoid of merit and thus liable to be dismissed.
- c) That the complainant has alleged some baseless allegations without stating as to how they are being aggrieved by the respondent. That the complainant be put to the strict proof of the same. It is humbly submitted that the complainant has not come this court with clean hands and has withheld crucial information and the said complaint is liable to be dismissed on this ground alone.
- d) That the present complaint is an abuse on the process of law and on this sole ground alone, the present complaint is liable to be dismissed.
- e) That the complainants have come before this Authority with ulterior motive. That the present complaint has been filed by the complainants just to harass the respondent and to gain the unjust enrichment.

- f) It is submitted that the respondent's project is a registered project under the Real Estate (Regulation and Development) Act, 2016 and have a RERA registration no. RC / REP / HRERA / GGM / 312 / 44 / 2019 / 06. It is submitted that as per the RERA registration, the respondent has to complete construction of the whole project by July 2024.
6. As per the reply of the respondent the unit has not been handed over to the allottee so far. However, the respondent has put the entire blame on the complainant-allottee by pleading that it is the complainant who has made violation of the terms of the buyer's agreement by not making timely scheduled payments of the sale consideration amount in time. respondent has also made a futile attempt to take recourse to force majeure clause.
7. 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 on the basis of these undisputed documents.
8. Arguments heard on length.
9. The Authority on the basis of 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.

10. 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.
11. On consideration of the circumstances, the evidence and other record and submissions made by both the complainant and respondent and based on the findings of the authority regarding contravention as per provisions of section 35(1) read with rule 28(2)(a), the Authority is satisfied that the respondent is in contravention of the provisions of the Act. Accordingly, it is the failure of the promoter to fulfil his obligations, responsibilities as per the apartment buyer's agreement dated to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) of the Act on the part of the respondent is established.
12. Hence, the Authority hereby pass the following order and issue directions under section 34(f) of the Act :-



- i. The complainant is entitled for delay possession charges at the prevalent prescribed rate of interest of 10.20% p.a. with effect from 24.11.2018 (due date of delivery of possession) till the offer of possession in terms of section 18 (1) of the Act read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
  - ii. The arrears of interest accrued so far from the due date of delivery of possession i.e. 24.11.2018 till the date of this order shall be paid to the complainants within a period of 90 days and thereafter monthly payment of interest till offer of possession shall be paid at the prescribed rate of interest i.e. 10.20% per annum on or before 10<sup>th</sup> of each subsequent English calendar month.
13. Complaint stands disposed of.
14. Case file be consigned to the registry.



**Dr. K.K. Khandelwal**  
**(Chairman)**

  
**Samir Kumar**  
**(Member)**

**Haryana Real Estate Regulatory Authority, Gurugram.**

Date - 04.02.2020.