

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

complaint no. 2060/2019

Date of First hearing 13.11.2019

Date of decision 09.01.2020

1. **Shri Anurag Sharma**
 2. **Seema Sharma**
- Rr/o:** H.NO.2/501 SAGAVI CGHS GH-85,
Sector-55, Gurugram-122011
Haryana

Complainants

Versus

1. **M3M INDIA PRIVATE LIMITED**
 2. **Rajan Kapoor**
 3. **Roop Kumar Bansal**
 4. **Vivek Ranjan**
 5. **Pankaj Bansal**
 6. **Vijay Kumar Aggarwal**
- Address:** all rr/o: 6th floor, M3M Tee Point,
Sector 65, Manesar Urban Complex,
Gurugram-122101, Haryana

Respondents

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE.

Shri Arun Thapa
Ms. Shriya Takkar &
Ms. Syashu Pesswani

Advocate for the Complainants

Advocates for the respondent

ORDER

1. The present complaint has been filed by the complainants against the respondent promoter 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.
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	Details
1.	Project name and location	"M3M URBANA", Sector 67, Urban Estate, Gurugram
2.	Project area	8.225 acres
3.	Nature of project	Commercial Complex
4.	RERA registered/ not registered	Registered
5.	RERA registration valid up to	35 of 2019 valid up to 31.12.2021
6.	DTCP License No. & validity status	100 of 2010 dated 26.11.2010, 101 of 2010 dated 26.11.2010, 11 of 2011 dated 28.01.2011 and 36 of 2013 dated 31.05.2013

7.	Name of licensee	Cogent Realtors Pvt. Ltd.
8.	Unit no., Tower no.	SB/Food Court/2L/04/010, 2 nd floor, Block-4
9.	Super area of the Unit	691.21 sq. ft. (super area revised from 646.9 sq. ft. to 691.21 sq. ft. as per the notice of possession dated 29.05.2017)
10.	Date of execution of buyers agreement	01.07.2015 (pg.49)
11.	Payment plan	Construction linked payment plan
12.	Total sale consideration	Rs. 75,27,104/- (as per statement of accounts cum invoice)
13.	Total amount paid by the complainants	Rs. 65,50,646/- (as per the statement of accounts)
14.	Due date of delivery of possession as per agreement (Clause 15.1: 12 months from the date of execution of this Agreement+ grace period of 180 days	01.01.2017

15.	Status of project	OC received on 23.02.2017
16.	Date of offer of possession	29.05.2017
17.	Specific relief sought (in specific terms)	To hand over the possession of the food kiosk with AC covered dinning hall and exclusive car parking.

3. The details provided above have been checked on the basis of the record available in the case file which have been provided by the complainants.
4. Before filing the complaint before the Authority the complainants sent the copies of the complaint and the documents to the respondent through speed post as well as on its given E-mail address. Service reports have been filed on the record. On receipt of the complaint the Authority also issued notice to the respondent through speed post and also on given e-mail address. Notice has been served upon the respondent both ways. Respondent has, however, filed an application for the dismissal of the complaint which has been rejected by the Authority.

5. Arguments heard.
6. As per clause 15 (1) of the Builder Buyer Agreement dated 01.07.2015 the possession of the booked unit was to be delivered within a period of 12 months plus 6 months' grace period from the date of execution of the agreement which comes out to be 01.01.2017.
7. Counsel for the respondents have stated at the bar that they have received occupation certificate on 23.02.2017 and have offered possession to the complainants on 29.05.2017.
8. As such the complainants are entitled for delayed possession charges at prescribed rate of interest@ 10.20 % p.a. w.e.f. 01.01.2017 till offer of possession i.e. 29.05.2017 as per provisions of section 18(1) of the Real Estate (Regulation and Development) Act,2016 read with rule 15 of the rules.
9. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order and

thereafter monthly payment of interest till offer of possession.

10. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The respondents shall not charge anything from the complainants which is not part of BBA.

11. Interest on the due payments from the complainants shall be charged at the prescribed rate of interest@ 10.20% by the promoter which is the same as is being granted to the complainants in case of delayed possession charges.

12. Complaint stands disposed of.

13. File be consigned to the registry.


(Samir Kumar)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Date 09.01.2020

Judgment uploaded on 24.02.2020


(Subhash Chander Kush)

Member