

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

Complaint no. : 1433 of 2019  
First date of hearing : 12.12.2019  
Date of decision : 12.12.2019

**1.M3M India Private Limited**

**Address:** Unit No. SB/C/5L/Office/008,  
M3M Urbana,Sector-67, Gurugram-122102;  
**Also, at:** 6<sup>th</sup>Floor, M3M Tee Point,  
Sector-65, Gurugram

**2.Cogent Realtors Private Limited**

**Address:**LGF,F-22, Sushant Shopping Arcade,  
Sushant Lok, Phase-1,  
Gurugram-122002.

**Complainants**

Versus

**M/s Adequate Realtech Pvt. Ltd.**

**Address:** R/O: C-50, Ground Floor  
Mahindra Enclave, Delhi- 110033

**Respondent**

**CORAM:**

Shri Samir Kumar

**Member**

Shri Subhash Chander Kush

**Member**

**APPEARANCE.**

**Ms. Shriya Takkar**

Advocate for the complainants

**None Present**

Advocate for the respondent

**ORDER**

1. The present complaint has been filed by the complainants/promoter M3M India Private Limited and Cogent Realtors Private Limited against the allottee M/s

Adequate Rea.tech Pvt. Ltd. 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 19(6) (7) and (10) of the Act.

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

S.No.	Heads	
1.	Project name and location	M3M Woodshire, Dwarka Expressway Sector 107, Gurugram
2.	Project area	18.88125 acres
3.	Nature of project	Group Housing Colony
4.	RERA registered/ not registered	Not Registered
5.	License No. & validity status	33 of 12 dated 12.04.2012 valid upto 11.04.2018
7.	Name of licensee	Cogent Realtors Pvt. Ltd.
8.	Unit no., Tower no.	MWTW-A01/1502,15 <sup>th</sup> floor, tower A1
9.	Super area	2361 sq. ft.
11.	Date of execution of agreement	18.06.2013 (page no. 53 of the apartment buyer's agreement)
12.	Payment plan	Construction linked payment plan
13.	Total sale consideration	<b>Rs.1,49,14,685 /-</b> (as per statement of accounts-cum-invoice, page no. 122 of the complaint)

14.	Total amount paid by the complainant	<b>Rs. 1,21,87,080/-</b> (as per statement of accounts-cum-invoice, page no. 122 of the complaint)
15.	Due date of delivery of possession Clause 16.1- 36months from the date of commencement of construction or from the date of execution of agreement whichever is later and 180 days grace period,	06.05.2017 Note:- the due date of possession is calculated from date of first mud slab i.e. 06.11.2013 on page 7 of the complaint
16.	Date of offer of possession	10.11.2017 (Annexure- E, page no. 120-121 of the complaint)
17.	Status of project	OC for tower A1 received on 24.07.2017
19.	Period of delay in handing over possession till date	10 months, 23 days
20.	Specific relief sought (in specific terms)	<ul style="list-style-type: none"> <li>• To direct the respondent to take the possession of the said apartment</li> <li>• To pay the balance consideration and delayed interest</li> <li>• To pay holding charges</li> <li>• To pay outstanding maintenance dues of the maintenance agency</li> </ul>

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. An apartment buyer's

agreement dated 18.06.2013 is available on record for the aforementioned apartment according to which the possession of the aforesaid unit was to be handed over on 18.12.2016 to the respondent. However, the respondent has failed to fulfil his/her contractual obligation by not taking the possession within stipulated period despite several reminders. Hence, this complaint for issuing above mentioned directions to the respondent.

4. Despite service of notice to the respondent by speed post as well as by email the respondent has failed to file his/her reply to the complaint. Hence the authority left no other option proceeded ex-parte proceeding against the respondent.

5. Arguments heard.

6. Facts are not in dispute. Documents are also not in dispute. Vide order dated 09.07.2019 respondent has already been proceeded ex-parte. Respondent had booked a flat with the complainants/promoters and deposited a sum of Rs. 1,21,87,080/- against a total sale consideration of Rs.1,49,14,685/- as per statement of account. As per clause 16.1 of the BBA dated 18.06.2013, the possession was to be handed over within a period of 36 months from the date of

commencement of construction or from the date of execution of EBA, whichever is later and 180 days grace period which comes out to be 18.12.2016. The occupation certificate of the project was received by the complainants/promoters on 24.07.2017 and offer of possession letter was issued to the respondent/allottee on 11.11.2017, copies of both the documents are placed on record. However, as per section 19(6) (7) and (10) of the RERA Act, the respondent is under obligation w.r.t. making of timely payment with interest at the prescribed rate and to take over possession respectively. In the instant case, when the occupation certificate as well as offer of possession have already been made, all the pleas now being taken by the respondent/allottee are afterthought. However, the respondent/allottee at liberty to knock the doors of superior courts/apex court. He is once again directed to make the requisite payment and to take over the possession as the provisions of Section 19 (6) (7) and (10) within a period of 30 days.

7. As such, the complainants/promoters are entitled for delayed possession charges w.e.f. 18.12.2016 (due date of delivery of possession) to 11.11.2017 (offer of possession) at the prescribed rate of interest i.e. 10.20.% per annum.

Respondent/allottee is directed to pay outstanding dues, if any, after adjustment of interest awarded for the delayed possession period. Interest on the due payment from the respondent shall be charged at the prescribed rate of interest i.e. 10.20% p.a. by the complainants/promoters which is the same as is being granted to the complainant/allottee in case of delayed possession.

8. In view of the above discussion the authority pass an order under section 34(f) of the Act, and issue the following direction:-


a) The respondent/allottee shall make the requisite payments and take the possession of the subject apartment as per the provisions of Section 19(6), (7) and (10) of the Act, within a period of 30 days.

b) The complainants/promoters shall pay the delayed possession charges (DPC) with effect from 08.11.2016 to 28.04.2017 at the prescribed rate of interest of 10.20% per annum to the respondent and shall adjust the said amount towards the final amount to be paid by the respondent.

c) The respondent/allottee shall be charged interest at the prescribed rate of interest that is at the rate 10.20% per annum by the complainants/promoters.


9. Complaint stands disposed of.

10. File be consigned to the registry.



Subhash Chander Kush  
(Member)

Date 12.12.2019



Samir Kumar  
(Member)