

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

Complaint no. : 1333/2019
First date of hearing: 09.07.2019
Date of decision : 12.12.2019

1. M3M India Private Limited

Address: SB/C/5L/Office/008, M3M Urbana,
Gurugram-122102, Haryana

Also, at: 6th floor, M3M Tee Point, Sector-65,
Gurugram Manesar Urban Complex,
Gurugram-122102.

2. Cogent Realtors Private Limited

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

Complainants

Versus

Sudhir Sangal

Address: R/o.: 2A, Ram Kishore Road, Civil Lines,
New Delhi-110054

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Ms Shriya Takkar
None present

Advocate for complainants
Advocate for 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 Sudhir Sangal,

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),(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	Details
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 up to 11.04.2018
6)	Name of licensee	Cogent Realtors Pvt. Ltd.
7)	Unit no., Tower no.	MW TW-B01/1501, 15 th floor, Tower-B1
8)	Super area	1943 sq. ft.
9)	Date of execution of agreement	18.05.2014

10)	Payment plan	Construction linked plan
11)	Total consideration sale	Rs. 1,22,97,345/- (As per statement of accounts-cum-invoice, Page no.113 of the complaint)
12)	Total amount paid by the complainants	Rs. 1,03,77,968/- (As per statement of accounts-cum-invoice cum invoice at pg. no.113)
13)	Due date of delivery of possession as per agreement (36 months from the date of commencement of construction or from the date of execution of agreement + 6 months grace period)	18.11.2017 (the due date is calculated from the date of execution of agreement since no document to substantiate the start of construction is attached.)
14)	Period of delay in handing over possession till date	No Delay
15)	Status of project (ongoing/complete)	Received on 20.04.2017 for tower B01 along with other towers of the project.
16)	Date of offer of possession	28.04.2017
17)	Reliefs sought (in specific terms)	<ul style="list-style-type: none"> • To be directed to take the possession of the said apartment • To pay the balance consideration and delayed interest • To pay holding charges as per the terms of the agreement • To pay outstanding maintenance dues of the maintenance agency

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 has been executed between the parties on 18.05.2014 and the allotment letter dated 28.04.2017 is available on record for the afore-mentioned apartment according to which the possession of the aforesaid unit was to be taken by the respondent/allottee after paying the balance consideration. However, the respondent has failed to fulfil its contractual obligation by not taking the possession within stipulated period despite several reminders. Hence, this complaint for issuing directions to the respondent.
4. Respondent has not filed the reply to the complaint despite service of notice.
5. Arguments heard.
6. Facts are not in dispute. Documents are also not in dispute. It stands established that the arguments made in the complaint have been admitted to be correct by the respondent after receiving of the occupation certificate of the project by the complainants/ promoters on 20.04.2017 and offer of possession letter was issued to the respondent on 28.04.2017. Thereby asking the respondent to clear all his dues on or before 27.05.2017 submitting the documents as per the offer letter for handing over the possession. It is pertinent to mention that the

respondent has failed to pay the outstanding dues to Axis Bank and in view of the same the bank has also filed an original application bearing number 416/2018 before the Debts Recovery Tribunal, Delhi. Here we say that the jurisdiction of this Authority, does not get ousted by the mere fact that the Complaint for payment of the outstanding dues to the Axis Bank was filed by the Bank before the Debts Recovery Tribunal, Delhi.

7. This authority holds that the respondent was/ is under an obligation of making timely payment with interest at the prescribed rate as provided under Rule 15 of the Rules and to take possession of the subject apartment without further delay.
8. That after the receipt of the offer of possession letter, no plea is now opened to the respondent and the plea if any taken by him in this regard is nothing but an after thought. The respondent is at the liberty to knock the doors of the superior court/apex court.
9. The possession of the subject apartment was to be handed over to the respondent within 36 months plus 6 months grace period from the date of commencement of construction or the date of execution of agreement, whichever is later, which comes out to be 18.11.2017 as calculated from the date of execution of agreement. However, admittedly the offer of possession letter in respect of the subject apartment was issued by the

complainants to the respondent on 28.04.2017. Therefore, there is no delay on the part of the complainants/promoter in making the offer of possession of the said apartment.

10. In view of the above discussion the Authority pass an Order under section 34(f) of the Act and issuing the following directions: -

- a) The respondent/allottee shall make the requisite payments and take the possession of the subject Apartment within a period of 30 days.
- b) The respondent/allottee shall be charged interest at the prescribed rate of interest that is at the rate 10.20% per annum.

11. Complaint stands disposed of.

12. File be consigned to the registry.


(Samir Kumar)

Member


(Subhash Chander Kush)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Date 12.12.2019

JUDGEMENT UPLOADED ON 14.03.2020