

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

Complaint no. : 1076 of 2019
First date of hearing 02.07.2019
Date of decision 12.12.2019

1.M3M India Private Limited

Address: SB/C/5L/Office/008, M3M Urbana,
Sector-67, Gurugram-122102, Haryana

2.Manglam Multiplex Private Limited

Address: LGF, F-22, Sushant Shopping Arcade,
Sushant Lok, Phase-1, Gurugram-122102,
Haryana

Complainants

Versus

1. Rex Global Limited

Address: R/o: GT Road, Adj. Prestige Honda,
Dhandri Kalan, Ludhiana, Punjab-141010

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE.

Ms. Shriya Takkar

Advocate for the complainants

Sh. Ganesh Kamath

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 Bhawna Gupta 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	Details
1.	Project name and location	M3M Golf Estate-Fairway West, Sector-65, Gurugram
2.	Project area	63 acres
3.	Nature of project	Group Housing Colony
4.	RERA registered/ not registered	Not Registered
5.	License No. & validity status	234 of 2007 dated 16.10.2007 valid till 15.10.2017 52 of 2009 dated 28.08.2009 valid till 27.08.2017 and 35 of 2010 dated 06.05.2010 valid till 05.05.2020
6.	Name of licensee	Manglam Multiplex Pvt. Ltd. and others
7.	Unit no., Tower no.	MGE TW-20/27 b, Level 27, Tower-20



8.	Super area	2953 sq. ft. (unit area revised from 2985 sq. ft. to 2953 sq. ft. as per offer of possession dated 31.05.2017)
9.	Date of execution of agreement	03.05.2013 (pg. 84 of the complaint)
10.	Payment plan	Construction linked plan
11.	Total sale consideration	Rs. 4,55,66,999/- (as per statement of accounts, page 146 of the complaint)
12.	Total amount paid by the complainant	Rs. 4,04,11,318/- (as per statement of accounts, page 146 of the complaint)
13.	Due date of delivery of possession as per agreement (36months from the date of commencement of construction i.e. laying of the first plain cement concrete/mud mat slab of the tower or from the date of execution of agreement, whichever is later + 6 month's grace period)	03.11.2016 (the due date of possession is calculated from the date of agreement)
14.	Period of delay in handing over possession	6 months 18 days
15.	Details of Occupation Certificate	OC granted by the competent authority: on 12.04.2017

16	Date of offer of possession	31.05.2017
17	Specific relief sought by the promoter	<ul style="list-style-type: none">• To direct the allottee to take the possession of the said apartment• To direct the allottee to pay the balance consideration and delayed interest• To direct the allottee to pay holding charges• To direct the allottee 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 dated 03.05.2013 is available on record for the aforementioned apartment according to which the possession of the aforesaid unit was to be delivered by 03.11.2016. 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 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 its 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.

Respondent had booked a flat with the complainants/promoter and deposited a sum of Rs. 4,04,11,318/- against a total sale consideration of Rs.4,55,66,999/- as per statement of accounts. As per clause 16.1 of the BBA dated 03.05.2013, 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 BBA plus 6 months grace period which comes out to be 03.11.2016. The occupation certificate of the project was received by the complainants/promoters on 12.04.2017 and offer of possession letter was issued to the respondent/allottee on 31.05.2017, copies of both the documents are placed on record. However, as per section 19(6), (7) and (10) of the 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/is an after thought. However, he is 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) of the Act, within a period of 30 days.

7. 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/promoter which is the same as is being granted to the complainants/promoter 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 directions: -
 - 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 complaints/promoter shall pay the delayed possession charges (DPC) with effect from 03.11.2016(due date of possession) to 31.05.2017 (offer of possession) at the prescribed rate of interest of 10.20% per annum to the respondents and shall adjust the said amount towards the final amount to be paid by the respondents.
- 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.


(Samir Kumar)
Member


(Subhash Chander Kush)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date 12.12.2019

JUDGEMENT UPLOADED ON 14.03.2020