

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

Complaint no. 1465/2019

Date of First hearing 12.12.2019

Date of decision 12.12.2019

1.M3M INDIA PRIVATE LIMITED

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

2.COAGENT REALTORS PRIVATE LIMITED

Address: LGF, F-22, Sushant Lok, Phase-1,
Gurugram-122002, Haryana

Complainants

Versus

M/s Multiplier Realtech Pvt. Ltd.

Address: - SCO 398P, Sector-29,
Near IFFCO Metro Station, Gurugram-122002

Respondents

CORAM:

Shri Samir Kumar

Member

Shri Subhash Chander Kush

Member

APPEARANCE.

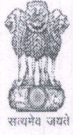
Ms. Shriya Takkar

Advocate for the complainants

Advocates for the respondents

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 Multiplier Realtech 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),(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, Guru gram
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 2012 Dated 12.04.2012 valid up to 11.04.2018
6.	Name of licensee	Cogent Realtors
7.	Unit no., Tower no.	MW TW-A03/1201, floor 12, Tower A3
8.	Carpet area	2762 sq. ft.
9.	Date of execution of agreement	16.05.2013 (page 53 of the complaint)
10.	Payment plan	Construction linked plan
11.	Total sale consideration	Rs. 1,59,35,630/- (as per statement of accounts, page 113 of the complaint)
12.	Total amount paid by the complainant	Rs. 1,45,68,224/- (as per statement of accounts, page 113 of the complaint)
13.	Due date of delivery	16.11.2016

	of possession as per agreement (clause 16.1 36 months from the date of commencement of construction or from the date of execution of agreement, whichever is later plus 6 months grace period)	(Due date of possession is calculated from the date of agreement)
14.	Period of delay in handing over possession	11 months 25 days
15.	Details of Occupation Certificate	24.07.2017 (Page 109 of the complaint)
16.	Date of offer of possession	10.11.2017 (Annexure-E, page 111 of the complaint)
17.	Specific relief sought	<ul style="list-style-type: none"> • To direct the respondent to take the possession of the said apartment • To direct the respondent to pay the balance consideration and delayed interest • To direct the respondent to pay holding charges • To direct the respondent 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 complainant. An apartment buyer's agreement executed between the parties is available on record for the afore-mentioned apartment according to which the possession of the aforesaid unit was to handed over on 16.11.2016. 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 directions to the respondent.
4. Respondent has not filed any reply to the complaint.
5. Arguments heard.
6. Facts are not in dispute. Documents are also not in dispute. After receiving the occupation certificate of the project by the complainants/ promoter on 24.07. 2017 offer of possession letter was issued to the respondents on 10.11.2017 thereby asking the respondents to clear all their dues on or before 10.12.2017, submitting the documents as per the offer of possession letter for handing over the possession. 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 after thought. However, respondent is at the liberty to knock the doors of the superior court/apex court. He is once again directed to make the requisite payment and to take over the possession as the provision of section 19 (6) (7) and (10) within a period of 30 days. As such, the respondent/allottee is entitled for delayed possession charges w.e.f. 16.11.2016 to 10.11.2017 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 complainant/promoter which is the same as is being granted to the complainants/promoter in case of delayed possession. Therefore, the complainants/promoter is liable to pay the delayed possession charges (DPC) for the said period to the respondent at the prescribed Rate of interest.

7. 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 respondents/allottees 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/promoter shall pay the delayed possession charges (DPC) with effect from 16.11.2016 to 10.11.2017 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 respondents/allottees shall be charged interest at the prescribed rate of interest that is at the rate 10.20% per annum by the complainants/promoter.


8. Complaint stands disposed of.

9. File be consigned to the registry.


(Samir Kumar)

Member

Haryana Real Estate Regulatory Authority, Gurugram


(Subhash Chander Kush)

Member

Date 12.12.2019

JUDGEMENT UPLOADED ON 14.03.2020