

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

Complaint no. : 117 of 2019  
First date of hearing : 09.09.2019  
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

**2.Manglam Multiplex Private Limited**

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

**Complainants**

Versus

**1.Mrs. Namrata Suri**

**Address:** R/o C-55, Sector 8, Noida-201301,  
Uttar Pradesh, India

**2.Mr. Bharat Suri**

**3.Mr. Arjun Suri**

**Address:** rr/o B5/139 Safdarjung Enclave,  
New Delhi-110029

**Respondents**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE.**

**Ms. Shriya Takkar**

Advocate for the complainant

**None Present**

Advocate for the respondents

**ORDER**

1. The present complaint has been filed by the complainants/promoter M3M India Private Limited and Manglam



Multiplex Private Limited against the allottees Mrs. Namrata Suri, Mr. Bharat Suri and Mr. Arjun Suri 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's 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 Golf Estate- Polo Suites, 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, 52 of 2009 dated 28.08.2009 and 35 of 2010 dated 06.05.2010 valid upto 05.05.2020
6.	Name of licensee	Munglam Multiplex Pvt. Ltd.
7.	Unit no., Tower no.	MGP PS-01/04A, level 04, Polo suits-01
8.	Carpet area	3980 sq. ft.
9.	Date of execution of agreement	27.02.2012 (page no. 58 of the complaint)



10.	Payment plan	Construction linked plan
11.	Total sale consideration	<b>Rs. 6,43,51,965/-</b> (As per statement of accounts-cum-invoice, annexure A11, page no. 155)
12.	Total amount paid by the complainant	<b>Rs. 2,06,01,550/-</b> (As per statement of accounts-cum-invoice, annexure A11, page no. 155)
13.	Due date of delivery of possession as per agreement (as per clause 16.1, 36 months from the date of commencement of construction or from the date of execution of agreement whichever is later plus 180 days grace period)	<b>23.09.2016</b> <b>Note:- due date of possession is calculated from the first plain cement concrete/rund slab of the tower (i.e. 23.03.2013) as alleged by the complainant in Claus 12 (ii) at page no. 8 of the complaint)</b>
14.	Date of offer of possession	18.09.2017 (page no. 152, annexure A10 of the complaint)
15.	Status of project (ongoing/complete)	OC for tower 01 received on 25.07.2017
16.	Period of delay in handing over possession	11 months 26 days
17.	Specific relief sought	<ul style="list-style-type: none"> <li>To direct the respondents to take the possession of the said apartment</li> </ul>



		<ul style="list-style-type: none"><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 has been provided by the complainants. An apartment buyer's agreement executed on 27.02.2012 between the parties, according to which the possession of the aforesaid unit was to be handed over on 23.09.2016 to the respondents. However, the respondents have failed to fulfil their obligation by not taking the possession within stipulated period despite several reminders. Hence, this complaint for issuing above mentioned directions to the respondents.

4. Despite service of notice to the respondents by speed post as well as by email the respondents 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. Vide order dated 09.09.2019 respondents have already been proceeded ex-parte. Respondents have booked a flat with the complainants/promoter and deposited a sum of Rs. 2,06,01,550/- against a total sale consideration of Rs.6,43,51,965/- as per statement of accounts. As per clause 16.1 of the BBA dated 27.02.2012, 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 23.09.2016. The occupation certificate of the project was received by the complainants/promoter on 25.07.2017 and offer of possession letter was issued to the respondents/allottees on 18.09.2017, 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 respondents/allottees are afterthought. However, they are at liberty to knock the doors of superior courts/apex court. They are 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. As such, the complainants/promoter are entitled for delayed possession charges w.e.f. 23.09.2016 to 18.09.2017 at the prescribed rate of interest i.e. 10.20% per annum. Respondents/allottees are directed to pay outstanding dues, if any, after adjustment of interest awarded for the delayed possession period. Interest on the due payment from the respondents 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. Therefore, the complainants/promoter is liable to pay the delayed possession charges (DPC) for the said period to the respondents 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 23.09.2016 to 18.09.2017 at the prescribed rate of interest of 10.20% per

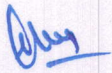


annum to the respondent and shall adjust the said amount towards the final amount to be paid by the respondent.

- 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/promoters which is same as is being granted to the complainants/promoter in case of delayed possession.


8. Complaint stands disposed of.

9. File be consigned to the registry.

  
**Subhash Chander Kush**  
**(Member)**

Date 12.12.2019

JUDGEMENT UPLOADED ON 14.03.2020

  
**Samir Kumar**  
**(Member)**