

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

Complaint no. : 1682 of 2019
First date of hearing : 11.09.2019
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;
Also, at: 6thFloor, 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

1.Shakuntala Devi

Address: R/o: SG-4, Kabir Colony Varanasi,
Hindu Vishwa Vidyalaya, Varanasi,
Uttar Pradesh-221005

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE.

Ms. Shriya Takkar

Advocate for the complainants

None Present

Advocates 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 Shakuntala Devi 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
6.	License No. & validity status	33 of 2012 dated 12.04.2012 valid upto 11.04.2018
7.	Name of licensee	Cogent Realtors Pvt. Ltd.
8.	Unit no., Tower no.	MWTW-B01/0202, 2 nd floor, tower B1
9.	Carpet area	1366 sq. ft.
11.	Date of execution of agreement	02.12.2017 (page no. 49 of the complaint)
12.	Payment plan	Construction linked payment plan
13.	Total sale consideration	Rs.93,22,981/- (as per statement of accounts-cum-invoice, page no. 80 of the complaint)

14.	Total amount paid by the complainant	Rs. 10,00,000/- (as per statement of accounts-cum-invoice, page no. 80 of the complaint)
15.	Due date of delivery of possession as per agreement	Immediately after paying total sale consideration
16.	Date of offer of possession	05.11.2018 (annexure-E, Page 79 of the complaint)
17.	Status of project (ongoing/complete)	OC for tower B1 received on 20.04.2017
19.	Period of delay in handing over possession	No delay
20.	Specific relief sought	<ul style="list-style-type: none"> • To direct the respondent to take the possession of the said apartment • To pay the balance consideration and delayed interest • To pay holding charges • 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 02.12.2017 is available on record for the aforementioned apartment according to which the possessor of the aforesaid unit was to be handed over to 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 above mentioned directions to the respondent.

4. Respondent has not filed the reply to the complaint.
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/promoter on 20.04.2017 and offer of possession letter was issued to the respondent on 05.11.2018, thereby asking the respondent to clear all his dues on or before 24.04.2018, submitting the documents as per the offer letter for handing over the possession. Respondent had booked a flat with the complainants/promoter and deposited a sum of Rs. 10,00,000/- against a total sale consideration of Rs. 93,22,981/- as per statement of accounts.
7. The builder buyer agreement was executed inter-se the parties on 02.12.2017 and as per clause 17.7 of the BBA, the allottee shall be entitled to the possession of the apartment after making the

complete payment of the total sale consideration and other charges, interest, taxes, etc. and all other sums as payable under the agreement. 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, 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) within a period of 30 days.

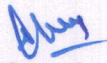
8. In view of the above discussion the authority pass an order under section 34(f) of the Act, and issue the following direction:-


- 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 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

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

9. Complaint stands disposed of.

10. File be consigned to the registry.


Subhash Chander Kush
(Member)


Samir Kumar
(Member)

Date 12.12.2019

JUDGEMENT UPLOADED ON 14.03.2020