

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

Complaint no. : 1473 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:** 6<sup>th</sup>Floor, 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

**Bhawna Gupta**

**Address:** R/o: R-650, New Rajinder Nagar  
New Delhi-110060

**Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE.**

**Ms. Shriya Takkar**

**None Present**

Advocate for the complainants  
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	
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 2012 dated 12.04.2012 valid upto 11.04.2018
7.	Name of licensee	Cogent Realtors Pvt. Ltd.
8.	Unit no., Tower no.	MWTW-A03/1103, 11 <sup>th</sup> floor, tower A3
9.	Super area	2762 sq. ft.
10.	Date of execution of agreement	16.06.2014 (page no. 55 of the complaint)
11.	Payment plan	Construction linked payment plan
12.	Total sale consideration	<b>Rs.1,62,56,375 /-</b> (as per statement of accounts-cum-invoice, page no. 119 of the complaint)
13.	Total amount paid by the complainant	<b>Rs. 1,45,69,127 /-</b>

		(as per statement of accounts-cum-invoice, page no. 119 of the complaint)
14.	Due date of delivery of possession as per agreement  (as per Clause 16.1, 36months from the date of commencement of construction or from the date of execution of agreement whichever is later plus 6 months grace period)	16.12.2017  <b>Note:- due date of possession is calculated from the date execution of agreement</b>
15.	Date of offer of possession	10.11.2017  Annexure-F, page no. 117 of the complaint
16.	Status of project (ongoing/complete)	OC for tower A3 received on 24.07.2017
17.	Period of delay in handing over possession	No delay
18.	Specific relief sought	<ul style="list-style-type: none"> <li>• To direct the respondent to take the possession of the said apartment</li> <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 have been

provided by the complainants. An apartment buyer's agreement dated 16.06.2014 is available on record for the aforementioned apartment according to which the possession of the aforesaid unit was to be handed over on 16.12.2017 to the respondent. 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. Vide order dated 11.09.2019 respondent has already been proceeded ex-parte. Respondent had booked a flat with the complainants/promoter and deposited a sum of Rs. 1,45,69,127/- against a total sale consideration of Rs.1,62,52,375/- as per statement of accounts. As per clause 16.1 of the BBA dated 16.06.2014, 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 16.12.2017. The occupation certificate of the project was received by the complainants/promoter on 24.07.2017 and offer of possession letter was issued to the respondent/allottee on 10.11.2017, copies of both the documents are placed on record.

7. 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 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. 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.


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 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.

9. Complaint stands disposed of.

10. File be consigned to the registry.

  
Subhash Chander Kush  
(Member)  
Date 12.12.2019

  
Samir Kumar  
(Member)