

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

Complaint no. : 1142 of 2019
First date of hearing : 12.12.2019
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: 6th 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

1.Jaswant Kaur

(through her legal heir- Parmjit Singh)

2.Parmjit Singh

**Both rr/o – WZ-619, Shiv Nagar Extn. Jail Road,
New Delhi-110058.**

Respondents

CORAM:

Shri Samir Kumar

Shri Subhash Chander Kush

Member

Member

APPEARANCE.

Ms. Shriya Takkar

Advocate for the complainant

Sh. Manoj Yadav and Ms. Mehr Kaur

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 allottees Jaswant Kaur through her legal heir Parmjit Singh 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.

- The particulars of the project, the details of sale consideration, the amount paid by the respondent's till the 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
6.	Name of licensee	Cogent Realtors Pvt. Ltd.
7.	Unit no., Tower no.	MW TW-B04/1201, 12 th floor, tower B-4
8.	Carpet area	1943 sq. ft.
9.	Date of allotment letter	25.01.2013 (date of allotment letter, since no agreement has been executed between the parties)

10.	Payment plan	Construction linked plan
11.	Total sale consideration	Rs. 1,19,52,260/- (as per statement of accounts-cum-invoice, page no. 59 of the complaint)
12.	Total amount paid by the allottees/respondents	Rs. 1,10,95,790/- (As per statement of accounts-cum-invoice at page no. 59 of the complaint)
15.	Due date of delivery of possession as per agreement 36months from the date of commencement of construction or from the date of execution of agreement whichever is later, plus 6 months grace period,	25.07.2016 (as per clause 46 of the allotment letter at page. 43 of the complaint)
16.	Date of offer of possession	28.04.2017 (annexure-D, page 57 of the complaint)
17.	Status of project	OC for tower B4 received on 20.04.2017 (page 55 of the complaint)
19.	Period of delay in handing over possession till offer of possession	9 months 3 days
20.	Specific relief sought	<ul style="list-style-type: none"> To direct the respondents to take the possession of the said apartment,

		<ul style="list-style-type: none">• To direct the respondents to pay the balance consideration and delayed interest,• To direct the respondents to pay holding charges,• To direct the respondents to pay outstanding maintenance dues of the maintenance agency,
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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 has not been executed between the parties, but the allotment letter dated 25.01.2013 is available on record for the aforementioned apartment according to which the possession of the aforesaid unit was to be taken by the respondents/allottees after paying the balance consideration. 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. Respondents have not filed any reply to the complaint though the respondents have been represented through Sh. Manoj Yadav and Ms. Mehar Kaur, Advocates.
5. Arguments heard.
6. Facts are not in dispute. Documents are also not in dispute. It stands established that the averments made in the complaint have been admitted to be correct by the respondents. After receiving the occupation certificate of the project by the complainants/ promoter on 20.04.2017 offer of possession letter was issued to the respondents on 28.04.2017 (Annexure- D at pg. no. 57 of the complaint) thereby asking the respondents to clear all their dues on or before 27.05.2017, submitting the documents as per the offer of possession letter for handing over the possession.
7. The respondents/allottees further have filed a consumer complaint no. CC/958/2018 before the Hon'ble National Consumer Dispute Redressal Commission (NCDRC) instead of taking the possession of the unit.

This Authority holds that the respondents were/ are under an obligation of making timely payment with interest at the prescribed rate as provided under Rule 15 of the Rules and

to take possession of the subject apartment without further delay. After the receipt of the offer of possession letter, no plea is now open to the respondents and the plea, if any, taken by them in this regard is nothing but an afterthought. The respondents are at the liberty to knock the doors of the superior court/apex court.

The possession of the subject apartment was to be handed over to the respondents within 36 months plus 6 months grace period from the date of commencement of construction or execution of the agreement (whichever is later), which comes out to be 25.07.2016. However, admittedly the offer of possession letter in respect of the subject apartment was issued by the complainants to the respondents on 28.04.2017. Therefore, the complainants/promoter are liable to pay the delayed possession charges (DPC) for the said period to the respondents at the prescribed Rate of interest.

8. Decision and Directions of the Authority

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 complaints/promoter shall pay the delayed possession charges (DPC) with effect from 25.07.2016 to 28.04.2017 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 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

9. Complaint stands disposed of.

10. File be consigned to the registry.

Samir Kumar
(Member)

Date 12.12.2019

JUDGEMENT UPLOADED ON 16.05.2020

Subhash Chander Kush
(Member)