

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

Complaint no.: 1367 of 2019
First date of hearing: 04.10.2019
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.Cogent Realtors Private Limited

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

Complainants

Versus

Sandeep Kumar Malik

Address: R/o: 441/389, Mohan Road,
Ballabgarh, Faridabad-121004

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

**Member
Member**

APPEARANCE:

Ms. Shriya Takkar

Advocate for the complainants

**None present on behalf of
respondent**

ORDER

1. The present complaint has been filed by the complainant/Promoter M3M India Private Limited and Cogent Realtors Private Limited against the allottee Sandeep Kumar Malik, 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	
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 12.02.2012 valid upto 11.04.2018
7.	Name of licensee	Cogent Realtors Pvt. Ltd.
8.	Unit no., Tower no.	MW TW-B11/0203, 2 nd floor,
9.	Carpet area	1366 sq. ft.
10.	Date of execution of agreement	30.06.2018 (page 34 of the complaint)
11.	Payment plan	Construction linked plan
12.	Total sale consideration	Rs. 92,50,029/-
13.	Total amount paid by the allottee/respondent	Rs. 12,50,000/-

14.	Due date of delivery of possession as per agreement	The allottee shall be entitled to the possession of the apartment after making the complete payment of the total sale consideration and other charges (as per clause 17.7, page 60 of the complaint)
15.	Period of delay in handing over possession	No delay
16.	Status of project (ongoing/complete)	OC for tower B11 received on 24.07.2017
18.	Date of offer of possession	27.09.2018 (annexure-E, page 91 of the complaint)
19.	Specific relief sought (in specific terms)	<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 Complainants. 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 be taken by 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 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/ promotor on 24.07.2017 and offer of possession letter was issued to the respondent on 27.09.2018. Thereby asking the respondent to clear all his dues on or before 03.03.2018, submitting the documents as per the offer letter for handing over the possession.
7. This Authority holds that the respondent was/ is 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 respondent and the plea if any taken by him in this regard is nothing but after thought. He is at the liberty to knock the doors of the superior court/Apex court.
8. The builder buyer agreement was executed inter-se the parties on 30.06.2018 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, admittedly the offer of possession letter in respect of the subject Apartment was issued by the complainants to the respondent on 27.09.2018. Therefore, there is no delay on the part of the complainant/promoter in making the offer of possession of the said Apartment.

9. Decision and Direction of the Authority: -


In view of the above discussion the Authority pass an order under section 34(f) of the Act and issuing the following directions: -

- (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),19(7) and 19(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.

10. Complaint stands disposed of.

11. File be consigned to the registry.


(Samir Kumar)
Member


(Subhash Chander Kush)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date:12.12.2019

JUDGEMENT UPLOADED ON 16.05.2020