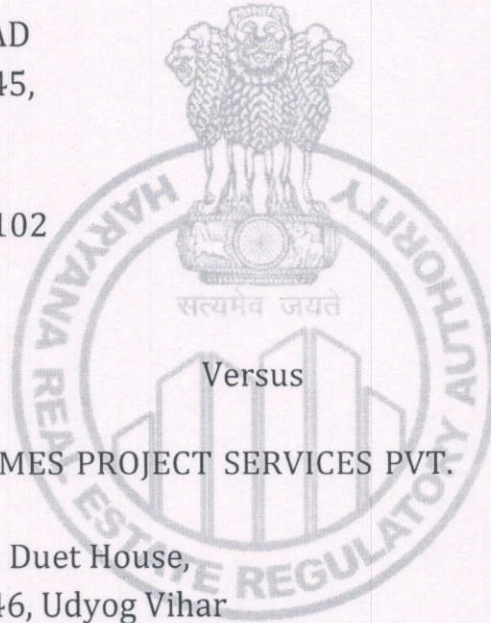


**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,
HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM**

Complaint no. : 1713 of 2019

Date of decision : 20.09.2021

JAGDISH PRASAD
R/O : H. No. 1545,
Marutni Kunj,
Bhondsi, Sohna
Gurugram-122102



Complainant

Versus

1. SARE HOMES PROJECT SERVICES PVT. LTD.

Address : Duet House,
Plot No. 46, Udyog Vihar
Phase-IV, Gurugram

2. M/s RAMPRASTHA SARE REALITY PRIVATE LIMITED,
Address : E-7/12, LGF,
Malviya Nagar, New Delhi-110017

3. VINEET RELIA, MD

Address : Duet House,
Plot No. 46, Udyog Vihar
Phase-IV, Gurugram

4. DAVID WALKER, MD

Address : Duet House,
Plot No. 46, Udyog Vihar
Phase-IV, Gurugram

Respondents

4. K.S. MAHESH,
DIRECTOR SALES AND AGENCY
Address : Duet House,
Plot No. 46, Udyog Vihar
Phase-IV, Gurugram
5. PANKAJ AGARWAL,
DIRCETOR, PLANNING
& CONSTRUCTION
Address : Duet House,
Plot No. 46, Udyog Vihar
Phase-IV, Gurugram

For Complainant: Rajendra Pathak (Adv)
For Respondents: None

ORDER

1. This is a complaint filed by Jagdish Prasad (also called as buyer) under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) against respondents/developers.
2. As per complainant, on 21.03.2016, he booked a flat in respondent's project **Sare Homes, Sports Parc C**, situated at sector-92, Gurugram and made payment of Rs 30,00,000 at time of booking to respondent no. 1. The respondent vide allotment letter dated 31.03.2016, allotted a flat to the



complainant, bearing unit No. A2-0202, admeasuring 1295 sq. ft. for a total consideration of Rs 92,42,890 including BSP, PLC, EDC etc. A buyer's agreement executed on 08.04.2016, between respondent no. 2 and complainant.

3. As per the Clause 3.2 of buyer's agreement, the possession of the said premisses was to be delivered by the developer to the allottee within 36 months from the date of booking and subject to timely payment by allottees, with grace period of 6 months. The respondents failed to complete the construction work and consequently failed to deliver the same till date.
4. The (complainant) has made timely payment of Rs 30,00,000 as per the construction linked payment plan and the receipts for the said payments have been issued by respondent no. 1 and respondent no. 2 respectively. The respondent has not started the construction work till date and possession of the apartment has not been offered as assured by the respondents.
5. Complainant had earlier filed a complaint no. 671/18 before Hon'ble authority on 30.07.2018, however the same was dismissed on 10.01.2019 being premature.
6. In this way, the respondent has committed gross violation of the provisions of section 18(1) of the Act, and hence complainant is forced to file present complaint, seeking

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refund of entire amount of Rs 30,00,000, along with 18 % interest.

7. The particulars of the project, in tabular form are reproduced as under:

S.No.	Heads	Information
PROJECT DETAILS		
1.	Project name and location	Sare Homes, Sports Parc C sector-92, Gurugram,
2.	Project area	17.212 acres
3.	Nature of the project	Residential Group Housing Colony
4.	DTCP license no. and validity status	42 of 2010 dated 07.06.2010
5.	RERA Registered/ not registered	Registered vide no. 175 of 2017 dated 30.08.2017
UNIT DETAILS		
1.	Unit no.	A2-0202
2.	Unit measuring	1295 sq. ft.
3.	Date of Booking	21.03.2016
4.	Date of Allotment	31.03.2016
5.	Date of Buyer's Agreement	08.04.2016
6.	Clause 3.2 of buyer's agreement: the possession of the said premises was to be delivered by the developer to the allottee	21.09.2019



	within 36 months from the date of booking and subject to timely payment by allottees, with grace period of 6 months..	
7.	Delay in handing over of possession till date	2 year
PAYMENT DETAILS		
8.	Total sale consideration	Rs 92,42,890
9.	Amount paid by the complainant	Rs 30,00,000
10.	Payment Plan	Construction linked payment plan

11. The notice of complaint was served upon respondents on their email address. Despite service of notice none appeared on behalf of respondents and vide order dated 17.02.2021, respondents were given another opportunity to file written reply. The respondents did not file any reply to the complaint, and there was no representation on behalf of respondents even on the date of arguments i.e 16.08.2021. Accordingly same were proceeded ex-parte and their defence was struck off.

12. In the absence of any reply by the respondents contradicting plea taken by the complainant, claim of latter is presumed to have been admitted by respondents. As per complainant, respondents no. 1 and 2 were responsible to develop the project/unit. Said respondents received payments from him

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(complainant) and were bound by agreement to handover possession of the unit at the most till 21.09.2019 and project is nowhere near completion. Construction work has not started even after 36 months from the date of booking. Said respondents have thus failed to deliver possession, without any explanation.

13. The complaint in hands is allowed and respondent no. 1 and 2 are directed to refund the amount paid by the complainant i.e Rs 30,00,000 within 90 days from date of this order along with interest @ 9.30 % p.a. Said respondents are also burdened with cost of litigation Rs 50,000/- to be paid to the complainant.

File be consigned to registry.

20.09.2021


(RAJENDER KUMAR)
Adjudicating Officer
Haryana Real Estate Regulatory Authority
Gurugram

Judgement uploaded on 25.09.2021.