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**HARERA**  
**GURUGRAM**

HARYANA REAL ESTATE REGULATORY AUTHORITY  
GURUGRAM

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

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

**Complaint No. : 4926/2020  
Date of Decision : 15.09.2021**

**Mrs Tahmina Akhtar  
R/o 4, Kaiser Bungalow, IC Road,  
CH Area, Bistupur, Jamshedpur,  
Landmark besides KS Link Road**

**Complainant**

**V/s**

- 1. Revital Reality Pvt Ltd.  
1114, 11<sup>th</sup> Floor, Hemkunt Chamber,  
89, Nehru Place, New Delhi**
- 2. M/s Supertech Limited  
B-28-29, Supertech House Sector58,  
NOIDA**

**Respondents**

**Complaint under Section 31  
of the Real Estate(Regulation  
and Development) Act, 2016**

**Argued by:**

**For Complainant:  
For Respondents:**

**Shri Pradeep Khatana, Advocate  
Shri Brighu Dhami, Advocate for R-1**

**ORDER**

This is a complaint filed by Mrs Tahmina Akhtar under Section 31 of the Real Estate(Regulation and Development) Act, 2016 (hereinafter referred as Act of 2016) read with rule 29 of the Haryana Real Estate(Regulation and

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Development) Rules, 2017 (hereinafter referred as Rules of 2017) seeking refund of Rs.8,64,237/- deposited with the respondent-builder.

2. According to complainant, a project known by the name of 'BASERA SUPER MART/COMMERCIAL' situated in Sector 79-B, Gurugram was to be developed by the respondent-builder. After coming to know about said project, she booked a commercial unit, with the respondent on 28.05.2016, for a total sale consideration of Rs.33,27,970/-(basic sale price) plus taxes and paid an amount of Rs. 8,64,237/-. A provisional allotment letter dated 06.10.2017 containing terms and conditions of allotment was issued in her favour. It was assured by the respondents that after issuance of said allotment letter, there shall be no change, amendment or variation or modification in the area or sale price of said unit. Possession of booked unit was to be delivered to the complainant by April, 2019, with grace period of six months.

3. Brief facts of the case are reproduced in tabular form as under:

Project related details		
I.	Name of the project	"BASERA SUPER MART/COMMERCIAL" Sector 79-B, Gurugram
II.	Location of the project	-do-
III.	Nature of the project	Commercial
Unit related details		
IV.	Unit No. / Plot No.	0018
V.	Tower No. / Block No.	
VI.	Size of the unit (super area)	Measuring 346 sq. ft.
VII.	Size of the unit (carpet area)	-DO-
VIII.	Ratio of carpet area and super area	-DO-

IX	Category of the unit/ plot	Commercial
X	Date of booking(original)	28.05.2016
XI	Date of Allotment(original)	24.07.2017
XII	Date of execution of BBA (copy of BBA enclosed)	
XIII	Due date of possession as per BBA	April, 2019
XIV	Delay in handing over possession till date	More than two years
XV	Penalty to be paid by the respondent in case of delay of handing over possession as per the said BDA	

**Payment details**

XVI	Total sale consideration	Rs.33,27,970/-
XVII	Total amount paid by the complainant	Rs.8,64,237/-

4. When she approached the officers/officials of respondent, to know the status of project, no satisfactory reply was received from them. Till now, respondents have failed to complete the project and to offer possession of allotted unit. In this way, respondents<sup>^</sup> have violated the terms and conditions of provisional allotment letter and also promise made by them, while selling the unit in question.

5. The respondents did not deny rather admitted the fact that complainant booked a commercial unit in its project detailed above. It is denied that she made regular and timely payments against the allotted unit. It is averred that construction of the project was going on at fast speed but due to certain circumstances beyond the control of the respondent<sup>^</sup>, the pace of construction could not pick up. There were number of other factors<sup>^</sup> as such<sup>as</sup> shortage of labour, demonetisation and various restraint orders passed by the competent authorities, resulting in slow down of the construction activities and consequently delay in completion of the project. In addition to this, lockdown

imposed by the Government further hampered the pace of construction, as entire work force employed by the respondent was forced to return to their home towns.

6. Hon'ble Supreme Court in case of Gajendra Sharma Vs Union of & Ors, as well Credai MCHI & Anr Vs Union of India & Ors has taken cognizance of the devastating conditions of real estate sector in the country and has directed the Union of India to come up with a comprehensive sector specific policy, for the real estate sector. Moreover, the project is registered with the Harera, Gurugram. So, every effort is being made to complete the project and to hand over possession of the allotted unit, to the complainant.

7. I have heard learned counsels for both the parties and have gone through the documents placed on file.

8. Following are facts admitted by respondent that the complainant booked a commercial unit in the above mentioned project of the respondent-builder on 28.05.2016 for a total sale consideration of Rs.33,27,970/- (basic sale price) plus taxes and also paid a total sum of Rs.8,64,237/- till date. The delivery of booked unit was supposed to be offered to the complainant by April, 2019 with further grace period of six months.

9. It is contended by learned counsel for complainant that project is nowhere near completion and there is no likelihood that unit in question will be completed in near future. Counsel for respondent could not tell the tentative date, till when his client will be able to deliver possession.

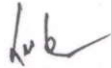
10. It is well settled that a buyer cannot be made to wait for his/her dream house indefinitely. Even counsel/representative for respondent is not in position to tell, as to <sup>it</sup> when project/unit in question will be completed.

11. In view of above discussion, it is proved that respondent failed to complete construction of project and unit in question to hand over possession as promised. The complaint in hands is thus allowed. The respondent-builder is directed to

refund amount received from complainant i.e. Rs.8,74,237/- to buyer i.e. complainant within 90 days from the date of this order alongwith interest @ 9.3% p.a. from the date of payment till realisation. The respondent is also burdened with cost of Rs.50,000/- towards cost of litigation etc to be paid to the complainant.

12. File be consigned to the Registry.

15.09.2021

  
(Rajendra Kumar)  
Adjudicating Officer,  
Haryana Real Estate Regulatory Authority  
Gurugram

Judgement uploaded on 08.10.2021.