

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

Complaint no. : 2396 of 2018
Date of decision : 27/9.2021

ANURAH KOHLI AND
PALLAVI KOHLI
R/O : 11 D, BG 2, Block,
Paschim Vihar,
New Delhi

Complainants

M/S SUPERTECH LIMITED
ADDRESS: 1114, 11th Floor,
Hemkunt Chamber, 89,
Nehru Place, New Delhi-110019

Respondent

APPEARANCE:

For Complainant:

For Respondent:

Sushil Yadav (Adv)

Bhawna Dhama (Adv)

ORDER

1. This is a complaint filed by Anurah Kohli and Pallavi Kohli (also called as buyers) 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 respondent/developer.

2. As per complainants, on 19.02.2014, they jointly booked a flat in respondent's project **Supertech Hues**, situated at sector-68, Gurugram and made payment of Rs 6,00,000 as booking amount. The respondent allotted a flat to the complainants bearing No. E0304-admeasuring 1180 sq. ft. for a total consideration of Rs 86,85,600 including BSP, PLC, EDC etc. A buyer's agreement was executed on 04.07.2014 in this regard.
3. As per Clause E. 25 of buyer's agreement, possession of said premises was to be delivered within 42 months i.e. upto August 2017, with grace period of 6 months. The respondent failed to complete the construction work and consequently to deliver same till date.
4. As per demands raised by the respondent, they (complainants) made timely payment of Rs 74,25,152 but to their utter dismay, possession of the apartment has not been offered as assured by the respondent. When they visited the site of construction, they noticed that there was no progress and no one was present at the site to address their queries.

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5. They requested respondent either to deliver the possession or refund their amount with interest @ 24 % p.a. but respondent refused to do so.
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 refund of entire amount of Rs 74,25,152, along with prescribed rate of 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	" Supertech Hues", Sector 68, Gurugram,
2.	Project area	13.743 acres
3.	Nature of the project	Residential Group Housing Colony
4.	DTCP license no. and validity status	106 & 107 of 2013 dated 26.12.2013
5.	Name of licensee	Sarv Realtors
6.	RERA Registered/ not registered	Registered
UNIT DETAILS		
1.	Unit no.	E0304 (Pg. No 15)
2.	Unit measuring	1180 sq. ft. (Page No.18)

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3.	Date of Booking	19.02.2014
4.	Date of Buyer's Agreement	04.07.2014
5.	Due Date of Delivery of Possession As per Clause No. E. 25 : The possession of said premises is proposed to be delivered within 42 months i.e by August 2017 with 6 months grace period (Page No. 22 of the compliant)	February 2018
6.	Delay in handing over of possession till date	3 years 8 month
PAYMENT DETAILS		
7.	Total sale consideration	Rs 86,85,600 /-
8.	Amount paid by the complainants	Rs 74,25,152 /-
9.	Payment Plan	Construction linked

8. The notice of complaint was duly served upon respondent on 15.01,2019. The respondent was granted time to file its reply by 01.04.2020, vide order dated 26.02.2020. A request for extension of time to file reply was made on behalf of respondent on 09.02.2021, the same was granted subject to payment of cost of Rs 10,000 to be deposited to the authority.
9. The respondent neither paid cost nor filed any reply. Despite filing a written reply to complaint, the respondent sought



waiver of cost by filing an application. No reasonable explanation has been given for waiver of cost and hence said application was dismissed.

10. In the absence of any reply by the respondent contradicting plea taken by the complainants, claim of latters is presumed to have been admitted. As per complainants, the respondent was bound by agreement to handover possession of unit in question at the most till February 2018 and project is nowhere near completion. The respondent has failed to deliver possession, without any explanation.
11. Complaint in hands is thus, allowed and respondent is directed to refund the amount received from the complainants i.e. Rs 74,25,152 to the latters, within 90 days from today, alongwith interest @ 9.30% p.a. from the date of each payment till its realisation. Same (respondent) is also burdened with cost of Rs.1,00,000/- to be paid to the complainants.

File be consigned to the Registry.

27.09.2021


(RAJENDER KUMAR)

Adjudicating Officer

Haryana Real Estate Regulatory Authority

Gurugram