

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

Complaint no. : 1417 of 2021

Date of decision : 27.09.2021

BHUPINDER SINGH
R/O : C-1/5, Eldeco Estate,
Sector-4, Panipat,
Haryana-132103

Complainant

Versus

M/S BLACKBERRY REALCON PVT. LTD.
ADDRESS: 11th Floor, Paras Twin Towers
(tower b), Sector-54, Golf Course,
Road, Gurugram-122002

Respondent

APPEARANCE:

For Complainant:

Sh. Naveen Kohar (Adv)

For Respondent:

None (Ex-parte)

ORDER

1. This is a complaint filed by Bhupinder Singh (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 respondent/developer.

2. As per complainant, on 05.08.2013, he booked a studio apartment in respondent's project **Paras Square**, situated at sector-63 A, Gurugram and made payment of Rs 5,00,000 as booking amount. The respondent vide allotment letter dated 05.08.2013 allotted a unit to the complainant bearing No. ST/0303, admeasuring 870 sq. ft. for a total consideration of Rs 80,66,480 including BSP, PLC, EDC etc.
3. The respondent assured him (complainant) that the possession of the unit will be delivered within 30 months from the date of allotment i.e. by 05.02.2016. He (complainant) on various occasions requested respondent to execute buyer's agreement but no agreement is executed till now. When he visited the site of project, he found that no construction work has been started. Delivery of possession of unit cannot be expected in near future. As per the payment plan opted by him (complainant), he made timely payment of Rs 32,95,000.
4. The respondent did not give any information regarding completion of construction and to the utter dismay of complainant, on 14.03.2017, respondent cancelled the allotment of unit, without any reason and forfeited the entire amount of Rs 32,95,000. Upon such unilateral cancellation

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and forfeiture of entire amount, the complainant sent a legal notice dated 11.10.2019 to respondent and requested it (respondent) to refund amount of Rs 32,95,000 paid by him with interest @18 % p.a. from the date of payment, till realisation, and compensation. Till date, the respondent has not replied to said notice.

5. Contending that the respondent has committed gross violation of the provisions of section 18(1) of the Act, by inordinately delaying the delivery of the possession, the booking of the unit was made in the year 2013 and even in 2021, the project is nowhere near completion, the complainant has sought refund of entire amount as mentioned above.
6. The particulars of the project, in tabular form are reproduced as under:

S.No.	Heads	Information
PROJECT DETAILS		
1.	Project name and location	"Paras Square", Sector 63 A, Gurugram,
2.	Project area	2.20 acres
3.	Nature of the project	Commercial Complex
4.	DTCP license no. and validity status	23 of 2013 dated 17.05.2013
5.	Name of licensee	Yule Propbuilt Pvt. Ltd.
6.	RERA Registered/ not registered	Registered

d/v/b



UNIT DETAILS		
1.	Unit no.	ST/0303
2.	Unit measuring	870 sq. ft.
3.	Date of Booking	05.08.2013
4.	Date of Allotment	05.08.2013
5.	Date of Buyer's Agreement	Not executed
PAYMENT DETAILS		
6.	Total sale consideration	Rs 80,66,480
7.	Amount paid by the complainant	Rs 32,95,000
8.	Payment Plan	Construction linked

7. The notice of complaint was duly served upon respondent but despite service none appeared on behalf of respondent and accordingly vide order dated 05.04.2021, same was ordered to be proceeded ex-parte
8. In the absence of any reply by the respondent contradicting plea taken by the complainant, claim of latter is presumed to have been admitted. Although no builder buyer's agreement (BBA) was executed between the parties, as per complainant, the respondent had agreed to handover possession of the unit till 05.02.2016, but project/unit in question is ready to be delivered till today.

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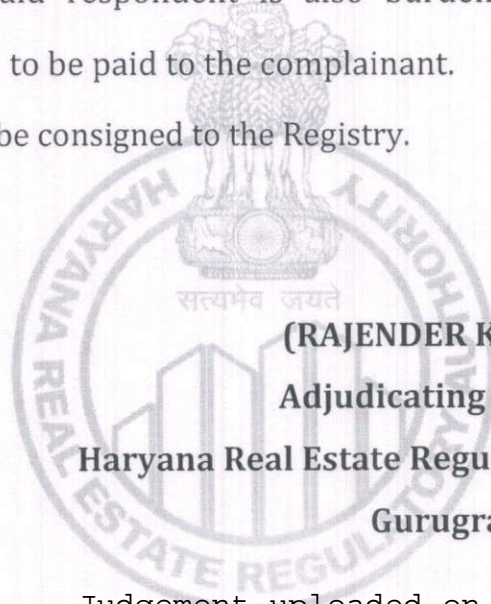
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9. There is no reply from the respondent as when the delivery of possession will be given to complainant. The complaint in hands is, thus, allowed. Respondent is directed to refund the amounts received from complainant till now i.e. Rs 32,95,000 /- within 90 days from today , along with interest @ 9.3% p.a. from the dates of receipts of payment till realization of amounts. Said respondent is also burdened with cost of Rs.50,000/- to be paid to the complainant.

File be consigned to the Registry.

27.09.2021



(RAJENDER KUMAR)

Adjudicating Officer

Haryana Real Estate Regulatory Authority
Gurugram

Judgement uploaded on 08.10.2021.

HARERA
GURUGRAM