

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

Complaint no. : 3072 of 2019

Date of decision : 20.09.2021

VIKAS SHARMA
R/O : Flat No. 1801, Tower-3,
Valley View Estate,
Gurugram-Faridabad Road,
Gurugram-122003.

Complainant

Versus

1.M/s RAMPRASTHA SARE
REALITY PRIVATE LIMITED,
THROUGH MANAGING DIRECTOR
MR. VINNET RELIA

Registered office : E-7/12, LGF,
Malviya Nagar, New Delhi-110017

2. M/s RAMPRASTHA SARE
REALITY PRIVATE LIMITED,
THROUGH MANAGING DIRECTOR
MR. VINNET RELIA

Site office : Plot No. 46, Udyog Vihar,
Phase-IV, Gurugram, Haryana-122015

Respondents

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20.9.21

For Complainant:

Complainant in person

For Respondents:

None

ORDER

1. This is a complaint filed by Vikas Sharma (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 12.06.2016, he booked a flat in respondent's project **Sare Homes, Sports Parc C**, situated at sector-92, Gurugram and made payment of 9,40,000 as booking amount. The respondent allotted a flat to the complainant bearing No. A1- 2002, admeasuring 1295 sq. ft. for a total consideration of Rs 90,46,640 including BSP, PLC, EDC etc. A buyer's agreement was executed on 04.07.2016 between them in this regard.
3. As per Clause 3.2 of buyer's agreement, the possession of the said premisses was to be delivered by the developer within 36 months from the date of booking and subject to timely payment by allottee, with grace period of 6 months. The

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respondent failed to complete the construction work and consequently failed to deliver the same till date.

4. As per demands raised by the respondent, he (complainant) made timely payment of Rs 18,80,000 but to his utter dismay, possession of the apartment has not been offered, as assured by the respondent. The complainant vide e-mails dated 18.07.2018, 10.08.2018, 14.08.2018 and letters dated 29.08.2018 and 13.02.2019, enquired about the status of construction, but to no avail.
5. As respondent did not give any information regarding completion of construction, he (complainant) made request for refund of the amount paid by him with interest. He served a legal notice dated 13.02.2019 upon respondent, on both the addresses. Till date, respondent has not replied to said notice.
6. Contending that the respondent has committed gross violation of the provisions of section 18(1) of the Act, and hence he (complainant) is forced to file present complaint, seeking refund of entire amount of Rs 18,80,000, along with 24 % interest, Rs 5,17,000 as interest as per agreement clause no. 2.8.1, Rs 5,00,000 towards mental torture and harassment and Rs 55,000 towards cost of litigation.
7. The particulars of the project, in tabular form are reproduced as under:

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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.	A1- 2002
2.	Unit measuring	1295 sq. ft.
3.	Date of Booking	12.06.2016
4.	Date of Buyer's Agreement	04.07.2016
5.	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..	12.12.2019

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20/9/21



6.	Delay in handing over of possession till date	1 year 09 months
PAYMENT DETAILS		
7.	Total sale consideration	Rs 90,46,640
8.	Amount paid by the complainant	Rs 18,80,000
9.	Payment Plan	Construction linked payment plan

10. The notice of complaint was served upon respondent by speed post and on its email address on 01.08.2019. The delivery reports have been placed in the file. Despite service of notice, the respondent did not file reply to the complaint. Vide order dated 17.05.2021, the respondent was ordered to be proceeded ex-parte.

11. In the absence of any reply by the respondent contradicting plea taken by the complainant, claim of latter is presumed to have been admitted by the respondent. As per complainant, the respondent was bound by agreement to handover possession of the unit at the most till 12.12.2019 and project is nowhere near completion and construction work has not started even after 36 months from the date of booking.

12. The respondent has thus failed to deliver possession, without any explanation. The complaint in hands is allowed. There is one respondent in this case, though the complainant has



HARERA
GURUGRAM

Complaint No. 3072 of 2019

mentioned about two respondents by giving different addresses of same person i.e. M/s Ramprastha Sare Reality Pvt Ltd. The respondent is directed to refund the amount paid by the complainant i.e. Rs 18,80,000 within 90 days from date of this order along with interest @ 9.30 % p.a. from the date of receipts till realisation of amount. The respondent is also burdened with cost of Rs 50,000/- to be paid to the complainant.

13. File be consigned to registry.

20.09.2021



Rub

(RAJENDER KUMAR)

Adjudicating Officer

Haryana Real Estate Regulatory Authority
Gurugram

Judgement uploaded on 14.10.2021.