

**HARYANA REAL ESTATE REGULATORY AUTHORITY,
PANCHKULA.**

Complaint. No. 481 /2018- Alka Angurala And Ajay Kumar Kaundal
.....Complainants

Versus

1. Gold Souk Infrastructure Private Limited
2. Investor Clinic Infratech Pvt Ltd.

.....Respondents

Date of Hearing: 28.02.2019 (5th hearing)

Coram: - Shri Rajan Gupta, Chairman.
Shri Anil Kumar Panwar, Member.
Shri Dilbag Singh Sihag, Member.

Appearance: - Shri Hemant Saini, Counsel for Complainants
Shri Saurabh, Counsel for Respondents

ORDER:

This complaint is being disposed of vide this order. This complaint has already been heard four times before. This is the fifth hearing. All previous orders shall be read as part of this final order.

2. The complainant's case is that they had booked an apartment on 04.11.2014 in the group housing project of the Respondent No. 1 (hereinafter referred to as Respondent), named "Gold Souk Golf Links" situated in sector 17, Sohna, Haryana.

3. That the complainants were allotted a flat bearing No. TB/0608, having a super area of 1350 Sq. Ft. on sixth floor, in Tower B, of the said

project on 06.11.2014. Further, a Builder Buyer's Agreement was executed between parties on 17.03.2015 for a total sale consideration of Rs. 63,11,500/-. Till date, the complainants have paid a total sum of Rs. 22,368,65/-. The complainants further stated that they received a cancelation of the said allotment vide an email dated 31.03.2018. The said email was intended to persuade the complainants to opt against a new flat in another project called 'Supertech Limited', Supertech House, 58 Noida against the amount already deposited by the complainants. Further, the respondent was duty bound to complete the project within a period of 54 months i.e. 17.09.19 including a grace period of six months from the date of execution of said agreement in accordance with clause 10.1. The complainants are under the apprehension that the respondent may have abandoned the project as he is pursuing the matter with complainants to opt for their alternate business plan.

Hence, aforesaid statements indicate that the respondent has failed to fulfill their obligation. Alternate offer of respondent in a different project is not acceptable to the complainants, rather the complainants opt for refund of the sum deposited along with interest.

4. The learned counsel for respondent through his reply and arguments before the Authority admitted that he could not proceed with the development of the project on account of delay in obtaining environment clearance of the project, illustrating a number of excuses including the



orders passed by EIA Authority and orders of the NGT, New Delhi. Respondent got the clearance after one year from the date of execution of the agreement and these circumstances were beyond the control of respondent. Further, the learned counsel for respondent stated that other allottees also refrained from making any further payments, and the respondent was left with no other remedy but to offer the allottee an alternative flat in a different project, in accordance with clause 10.14 of the agreement executed between parties. Further, the learned counsel for respondent stated that this complaint is premature as the deemed date of delivery is 17.09.2019.


5. Parties have been heard and record perused. It is quite clear that the respondent has failed to discharge his duties as enumerated in the agreement executed between the parties. The plea of the respondent that the delay is on account of conditions beyond the control of respondent can not be accepted since the respondent after obtaining the said environmental clearance has not shown any seriousness to discharge his share of responsibilities, rather, offering an alternate arrangement in a different project to the complainants, which in turn is not acceptable to the complainants.
6. Authority also observes that the complainants cannot be compelled to opt a unit in the alternate project, for the simple reason that the respondent does not wish to discharge his legal obligations as agreed upon. In such

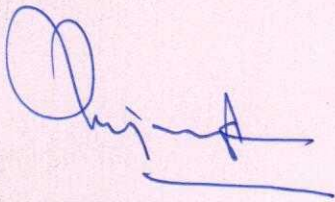
situation, the complainants' prayer for refund is accepted and this Authority finds it fit to order refund of the sum deposited by the complainants along with interest at the rate ^{as} prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. interest on the deposit shall be payable from the date of receipt @ SBI marginal cost of lending rate (MCLR)+ 2 %. Fifty percent of the total sum of money payable by the respondent shall be paid within 30 days from the date of uploading of this order and the remaining in next 30 days.

This order shall not be directed against respondent no. 2.

Disposed Of. Files be consigned to record room and order be uploaded on the Website.


D.S. Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman