

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

Complaint no. : 6585 of 2019

Date of decision : 18.10.2021

SHANE PRAKASH MASHI
R/O : B 24, Vaastu Apartment,
Plot -70, Sector-55, Gurugram,
Haryana-122011

Complainant

Versus

SARE GURUGRAM
(Formerly known as
Ramprastha Sare
Reality Pvt. Ltd.)
ADDRESS: E-7/12, LGF,
Malviya Nagar, New Delhi

Respondent

APPEARANCE:

For Complainant:

Complainant in person

For Respondent:

None (ex-parte)

ORDER

1. This is a complaint filed by Shane Parakash Masih (also called as buyer) under section 31 of The Real Estate



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(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 24.02.2015, he booked a flat in respondent's project **Crescent ParC (Petioles Towers in Green ParC-2)**, situated at sector-92, Gurugram and made payment of Rs 13,57,000 as booking amount. The respondent allotted a flat to him, bearing unit No. P04 - 1401 admeasuring 2040 sq. ft. for a total consideration of Rs 1,30,66,200 including BSP, PLC, EDC etc. A buyer's agreement was executed on 24.02.2015, in this regard.
3. As per Clause 3.3 of buyer's agreement, possession of said premisses was to be delivered within 36 months from the date of commencement of construction with grace period of 6 months. The construction commenced on 10.12.2012. The respondent failed to complete the construction work and consequently to deliver the unit, till date.
4. The complainant had availed the loan facility for the said unit from ICICI bank. As per demands raised by the respondent, he (complainant) made timely payment of Rs 1,18,56,900 but to his utter dismay, possession of the apartment has not been offered as assured by the respondent. There has been no progress at project site and construction work is on-hold. The project is far from completion in near future.

5. He (complainant) through his letters dated 17.03.2019 and 12.12.2019 requested the respondent to cancel the allotment of subject unit and sought refund of his money.
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 1,18,56,900, along with interest at the rate of 18 % p.a. with interest for every month of delay at prevailing HRAERA 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	" Crescent ParC, Green ParC-2 (Petioles Towers) Sector 92, Gurugram,
2.	Project area	48.818 acres
3.	Nature of the project	Residential Group Housing Colony
4.	DTCP license no. and validity status	44 of 2009 dated 14.08.2009 and 68 of 2011 dated 21.07.2011
5.	RERA Registered/ not registered	Registered vide registration No. 270 of 2017




UNIT DETAILS		
1.	Unit no.	P04 - 1401
2.	Unit measuring	2040 sq. ft.
3.	Date of Booking	24.02.2015
4.	Date of Buyer's Agreement	24.02.2015
5.	Due Date of Delivery of Possession As per Clause 3.3 of buyer's agreement, possession of said premises was to be delivered within 36 months from the date of commencement of construction with grace period of 6 months	10.06.2016 (Date of construction as per complaint - 10.12.2012)
6.	Delay in handing over of possession till date	5 years 04 month
PAYMENT DETAILS		
7.	Total sale consideration	Rs 1,30,66,200 /-
8.	Amount paid by complainant	1,18,56,900/-
9.	Payment Plan	Construction linked Subvention Payment Plan

[Handwritten Signature]
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8. The notice of complaint was duly served upon respondent as has been noted in order dated 17.02.2021. Despite due notice respondent failed to put in appearance or to file written reply. Accordingly, respondent was proceeded ex-parte vide order dated 17.02.2021.
9. In the absence of any reply on behalf of respondent, contradicting plea taken by the complainant, claim of latter is presumed to have been admitted. As per complainant, the respondent was bound by agreement to handover possession of unit in question till 10.06.2016 and project is nowhere near completion. The respondent has failed to deliver possession, without any explanation.
10. Complaint in hands is thus, allowed and respondent is directed to refund the amount received from the complainant i.e. 1,18,56,900/- to the latter, 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 litigation Rs.1,00,000/- to be paid to the complainant.

File be consigned to the Registry.

18.10.2021


(RAJENDER KUMAR)
Adjudicating Officer
Haryana Real Estate Regulatory Authority
Gurugram

Judgement uploaded on 28.10.2021.