



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

Date of Hearing: 13.03.2019  
2<sup>nd</sup> Hearing

1. **Complaint No. 213/2019** Sunil Gupta & Kanta Gupta  
...Complainant

Versus

M/s Samar Estate Pvt. Ltd. ...Respondent

2. **Complaint No. 214/2019** Saurabh Bhatt & Rashmi Bhatt  
...Complainant

Versus

M/s Samar Estate Pvt. Ltd. ...Respondent

**Coram:**

1. Shri. Rajan Gupta ...Chairman
2. Shri. Anil Kumar Panwar ...Member

**Appearance:**

1. Sh. Vishal Madaan, counsel for complainant in comp no-213,214
2. Ms. Rupali S Verma, counsel for complainant in comp no-995/2018
3. Sh. Major Pinto Pandit, complainant in person in comp no-1051/2018
4. Sh. Tarun Gupta, counsel for respondent

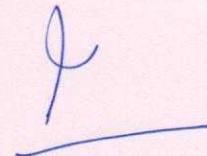


**Order:**

The above captioned complaints have similar facts against the same respondent therefore, they are taken up together for hearing taking facts of the complaint no-213/2019 as lead case.

2. In brief, the case of complainant is that he booked a flat on 01.02.2011 in the ongoing project "Ess Vee Apartment", Sector 20, Panchkula being developed by respondent. Complainant paid booking amount of Rs.7,25,000/- and flat buyer agreement was signed by both the parties 29.07.2011. Basic sale price of the flat was Rs.67,70,000/- out of which the complainant had paid Rs.24,17,500/- till 2011. Possession of the flat was to be delivered within 36 months i.e. by Feb 2014. Despite taking huge amount, no possession has been offered nor any construction work was done in the project. He alleges that the respondent has deliberately and wilfully taken his hard-earned money and not offering possession of the flat and wrongfully enjoying it for the last 8 years by giving him false promises and not offering possession of the flat. Therefore, the complainant prays for refund of the paid amount along with interest and compensation.

3. Whereas the respondent has submitted in his written statement that the complainants have no locus standi to file this complaint as they have not made payments on time. The complainant decided to book flat through Realpro Assets Limited and paid premium amount of Rs.7,25,000/- which





is over and above the basic sale price to the Realpro Assets Ltd. The respondent has admitted the payment of Rs.16,92,500/- but not the payment of Rs.7,25,000/-. Since the complainants stopped making payments, so the project got delayed. The casting of the final roof slab of the Tower E and construction up to internal plaster work of the said apartment had been done by 12.01.2015. The respondent has paid all EDC/IDC charges till 31.03.2018. The possession of the flat has not been delivered as the complainants/allottees have stopped making payments.

4. After hearing both the parties, the Authority is of the view that the complainants despite having made payment of Rs.24,17,500/- has not yet received possession of the apartment, which otherwise was required to be delivered by Feb 2014. There is delay of almost 4 years and the project is stuck and is at stand still. The Authority have made some observations in another complaint No.635/2018 titled "Maa Vaishnu stock and Securities Ltd Versus Vinod Bagai" the Authority, after studying the report of the local Commissioners:

The above report was discussed with the respondents in detail. It was observed that the respondent had promised to complete 5 towers by December,2018 but no work whatsoever has been done even till now. After registration of the project in October,2018 no construction work whatsoever has been carried out. The respondent repeatedly making false assurances and are not demonstrating any intention of fulfilling them. No concrete plan of action for representing initial money required to be commenced the construction work has not been arranged nor






monthly schedule for completion of the project presented to the Authority. The allottees are waiting for possession of their documents since 2011. They cannot be made to wait for it endlessly. In the absence of any positive subject on the part of the respondent, the Authority will have no other option to allow refund to the allottees. The Authority understands that since the project of the respondent is in serious financial difficulty, it may be difficult to execute the orders of the Authority and it would seriously jeopardise the future of complainants as well as hundreds of similarly placed allottees. But at the same time alternate avenues will have to be explored if the allottees form an association to take over the project. The Authority may take steps in that direction or alternatively let the project be auctioned in the execution proceedings for setting aside in the claims of the complainants.

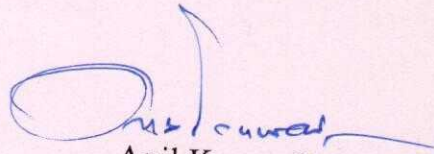
5. Against the total consideration for Rs.67 lacs the complainants have made payment of about Rs.24 lacs. Accordingly, nearly Rs.45 lacs more will have to be paid for getting possession of the apartment. The Authority cannot ask the complainants to pay such a large sum of money when the project is stuck and is badly delayed and it may take further indefinite amount of time to complete.

In these circumstances, it is a fit case to allow refund of the money paid by the complainants along with interest calculated at the rate prescribed in Rule 15 of the HRERA Rules 2017. The respondent shall refund the money within a period of 90 days, 50% in the first 45 days and the remaining 50% in next 45 days.

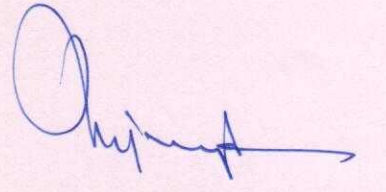




Disposed of. Files be consigned to record room after uploading of this order on the website of the Authority.



Anil Kumar Panwar  
Member



Rajan Gupta  
Chairman