



Real Estate Regulatory Authority
Government of Himachal Pradesh
Complaint Application

Application No.
CTA0220230003

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Complaint Details

Complaint Subject	interest for delay in possession and direction to deliver flat as specified in agreement
Facts of the complaint	<p>Most respectfully showeth:</p> <ol style="list-style-type: none"> 1. That the complainant and respondent entered into an agreement for sale executed upon date 13th September of 2019 (Annexure 1) for flat numbered PWD/JACARANDA-C/510, having super/carpet area 779/439 square feet on the 5th floor in the group housing project known as Omaxe Parkwood-I situated at Baddi, Distt. Solan (H.P) (Registration no. RERAHPSOP9170007)(hereinafter referred to as The Unit) and an allotment letter have been provided for the same. (Annexure 2) 2. That the total sale consideration decided for the unit was Rupees 15,52,195 only/- i.e. (Fifteen Lakh Fifty-Two Thousand One Hundred Ninety-Five) excluding GST, which was to be paid according to the schedule agreed upon signified in Schedule C-1 and C-2 of the Sale agreement. 3. That the complainant has paid more than 95% of the demand payment lump sum i.e. 14, 46, 153/- (Fourteen Lakh Forty-Six Thousand One Hundred and Fifty-Three Rupees) as per the schedule and is ready and willing to pay the rest of the amount. A statement of the same is provided. (Annexure 3) 4. That the respondent was to hand over possession of the unit to the complainant on or before 20/10/2020, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). 5. That it has been almost 2.5 years at the time of filing this complaint there is no update as to when the possession will be transferred. 6. That the complainant and respondent corresponded telephonically and through email kool.mohit.goyal@gmail.com and customerrelations_chandigarh@omaxe.com respectively. 7. That the complainant would also like to bring to the notice that even after two years of the agreement there was little to no progress on the project. Even at present the project remains in an unfinished state. It seems like the respondent grabbed the money of the complainant without being sure of the future of the project. 8. That the complainant kept patience but all vain when there was no update as to the delivery of possession and to add to the shock, respondents in an email dated December 24, 2021, claimed that since commitment charges of 7500 rupees per month are paid by them, thereby the interest for delay in possession is not applicable. Hence, denying any liability for paying any interest. 9. That time is the essence of an agreement. The complainant has completely fulfilled his end of the agreement by making timely payments, whereas the respondent has failed to fulfil his duties and causing undue harassment and misleading the complainant by making vain promises and denying compensation without any justifiable reason. 10. That the complainant does not intend to withdraw from the project and hence comes under proviso of clause 9.2. (ii) Of agreement <u>"provided that where an Allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of the delay till the handing over the possession of the Unit, which shall be paid by the promoter to the allottee within Forty days of it becoming due"</u> 11. That there has been an inordinate delay in finishing the project and delivery of possession on part of the respondent and then denying any interest for the violation has put the complainant in a hard position, financially and mentally. 12. That recently the complainant visited the project and found out that the tiling in various parts of the flat is uneven and not done in a proper manner, and the finished product is not up to the mark as promised in the agreement. 13. That such actions of the respondent act as a breach of duty and entitle the complainant to the interest for delay in possession under Section 18 (1) of Real Estate (Regulation and Development) Act, 2016. 14. That it would only be appropriate that complainant gets the rightfully reimbursed by way of interest for such violations and put in possession of the unit as soon as possible.
Reliefs Sought	1) Interest for delay in possession 2) delivery of possession with date 3) delivery of flat as per standards of the agreement 4) cost of complaint any other relief that this authority may deem fit in light of justice equity and good conscience

Complainant Details


	Personal Info	Contact Details	Address	Notice Address
1.	MOHIT GOYAL Father : Sh. PREM CHAND Type : Allottee	9017791089 kool.mohit.goyal@gmail.com	#145, Sector 20 part 1, HUDA, Sirsa, Haryana, 125055	#145, Sector 20 part 1, HUDA, Sirsa, Haryana, 125055

Respondent Details

	Personal Info	Contact Details	Address	
1.	OMAXE LIMITED Type : Project Category : Individual RERA Reg No : RERAHPSOP09170007	1141896680 customerrelations_chandigarh@omaxe.com	shop no. 19B First Floor, omaxe celebration mall, SOHNA ROAD, Gurgaon, Haryana, 122001	

Documents

Documents relied upon by the complainant and referred to in the complaint

1.	COMPLETE COMPLAINT MOHIT GOYAL	 
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Other Documents as annexed along with the complaint



No Records to Display

Declaration

Jurisdiction of the Authority

☒ I **MOHIT GOYAL** declare that the subject matter of the claim falls within the jurisdiction of the authority.

Complaint not pending with any other Court

Whether this Complaint is pending with any other court, etc.? : **No**

☒ I **MOHIT GOYAL** declare that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

Declaration and Verification

☒ I **MOHIT GOYAL**, S/O **Sh. PREM CHAND** do hereby verify that the given details are true to my personal knowlege and belief and the i have not suppressed any material fact(s).

Place : **BADDI**

Date : **03/02/2023**

Registration Fee

Fee Amount

₹ 500

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR030220230001**

Transaction Date : **03/02/2023 07:43 PM**

Bank Details : **SBIN~303403743278**