



# Real Estate Regulatory Authority

Government of Himachal Pradesh

## Complaint Application

Application No.

**CTA0220230005**

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### Complaint Details

Complaint Subject	<b>interest for delay in possession and direction to deliver flat as specified in agreement</b>	
Facts of the complaint	Facts of the Case:  Most respectfully showeth:  1. That the present complaint is with respect to two flats that the complainant has purchased in the respondent company's project Omaxe Parkwood-I situated at Baddi, Distt. Solan (H.P) (Registration no. RERAHPSOP9170007).  2. The details of the Flats is as following:	
	FLAT 1	PWD/JACARANDA-C/509 <ul style="list-style-type: none"><li>• DATE OF AGREEMENT: 16 September 2019.(ANNEXURE 1)<ul style="list-style-type: none"><li>• DESCRIPTION: 779/439 square feet on 5TH floor.</li><li>• SALE PRICE: 15,52,195  only/- i.e. (Fifteen Lakh Fifty Two Thousand One Hundred Ninety Five) excluding GST. (Payment schedule- Schedule C-1 and C-2)</li><li>• Allotment Letter (ANNEXURE 2)</li></ul></li></ul>
		<ul style="list-style-type: none"><li>• PAYMENT PAID: 14,46,153/- (Fourteen Lakh Forty Six Thousand One Hundred and Fifty Three Rupees) (ANNEXURE 3)</li><li>•</li></ul>
	FLAT 2	PWD/JACARANDA-C/413 <ul style="list-style-type: none"><li>• DATE OF ORIGINAL AGREEMENT: 16TH AUGUST 2019.</li><li>• DATE OF TRANSFER TO COMPLAINANT FROM ORIGINAL OWNER: 17 OCTOBER 2020. (ANNEXURE 4)</li><li>• DESCRIPTION: 779/439 square feet on 4th floor.</li><li>• SALE PRICE: 10,75,957  only/- i.e. (Ten Lakh Seventy Five Thousand Nine Hundred Fifty Seven Only) excluding GST.</li></ul>
		(Payment schedule- Schedule C-1 and C-2) <ul style="list-style-type: none"><li>• Allotment (ANNEXURE 5)</li><li>• PAYMENT 9,90,000/- (Nine Ninety Thousand Rupees) (ANNEXURE 6)</li></ul>

Letter:

PAID: Lakh

3. That the complainant and respondent entered into an agreement for Flats of above description in Omaxe Parkwood-I situated at Baddi, Distt. Solan (H.P) (Registration no. RERAHPSOP9170007)(hereinafter referred to as The Units).

4. That the complainant more than 95% of the demand payment lump sum for both units as per schedule and is ready and willing to pay rest of the amount. Statement of the same is provided. (Annexure 2 and 5)

5. That the respondent was to hand over possession of the units to 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").

6. That it has been almost 2.5 years at the time of filing this complaint there is update as to when the possession will be transferred.

7. That the complainant and respondent corresponded telephonically and through email kool.mohit.goyal@gmail.com and customerrelations\_chandigarh@omaxe.com respectively.

8. That the complainant would also like to bring in the notice that even after two years of agreement there was little to no progress on the project. Even at present the project remains in unfinished state. It seems like the respondent grabbed the money of complainant without being sure of the future of the project.

9. That the complainant kept patience but all vain when there was no update as to delivery of possession and to add to the shock, respondents on 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 from paying any interest. (Annexure 7)

10. That the time is essence of an agreement. The complainant has completely fulfilled his end of agreement by making timely payments, whereas respondent has failed to fulfill his duties and

causing undue harassment and misleading complainant by making vain promises and denying compensation without any justifiable reason.

11. That the complainant does not intend to withdraw from the project and hence comes under proviso of clause 9.2. (ii) Of agreement "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"

12. That the there has been inordinate delay in finishing the project and delivery of possession on part of respondent and then denying any interest for the violation has put the complainant in a hard position, financially and mentally.

13. That recently the complainant visited the project and found out that there is leakage in various parts of the flat and the tiling in various parts of flat is uneven and not done in proper manner, the finished product is not up to the mark as promised in the agreement.

14. That such actions of respondent act as a breach of duty and entitle complainant for the interest for delay in possession under

Section 18 (1) of Real Estate (Regulation and Development) Act,

2016.

15. 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.

Dated:

Submitted by

Through counsel REET A

Advocate Nalagarh.

Complainant

Verification

I, MADHU BALA W/O GOPAL KRISHAN, the complainant do hereby verify that the contents of para 1 to 15 are true and correct to my personal knowledge and belief and that I have not suppressed any material fact.

DATE:

PLACE: COMPLAINANT

Reliefs Sought

**1) interest for delay in possession 2) delivery of possession 3) flat to be in proper condition as promised in agreement 4) cost for complaint any other relief that deems fit to this hon'ble authority in light of justice, equity and good conscience**

## Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	MADHU BALA Father : <b>Sh. GOPAL KRISHAN</b> Type : <b>Allottee</b>	9417708517 madhubaggarwal@gmail.com	#10 street no. 5A, near magnum opus coaching centre, namdev nagar, Bathinda, Punjab, 151001	#10 street no. 5A, near magnum opus coaching centre, namdev nagar, Bathinda, Punjab, 151001

## Respondent Details

	Personal Info	Contact Details	Address
1.	OMAXE LIMITED Type : <b>Project</b> Category : <b>Individual</b> RERA Reg No : <b>RERAHPSOP09170007</b>	1141896680 customerrelation_chandigarh@omaxe.com	sgop 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 Madhubala	 
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### Other Documents as annexed along with the complaint

 No Records to Display

## Declaration

### Jurisdiction of the Authority

I **MADHU BALA** 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 **MADHU BALA** 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 **MADHU BALA**, D/O **Sh. GOPAL KRISHAN** do hereby verify that the given details are true to my personal knowledge and belief and that 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. : **HPR030220230003**

Transaction Date : **03/02/2023 07:52 PM**

Bank Details : **SBIN~303403744143**