



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह. सिविल लाईंस. गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY		26 & 69
Day and Date	Thursday and 08.09.2022	
Complaint No.	CR/1127/2022 Case titled as Divya Bhardwaj Vs Emaar MGF Land Limited	
Complainant	Divya Bhardwaj	
Represented through	Shri Sanjeev Sharma Advocate	
Respondent	Emaar MGF Land Limited	
Respondent Represented	Shri Dhruv Rohatgi Advocate	
Last date of hearing	31.05.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint and complaint at serial No.69 of cause list - bearing No.4338/2021 titled as Emaar India Ltd. Versus Divya Bhardwaj are taken up together.		
The present complaint has been received on 21.03.2022 and the reply was received on 03.06.2022.		
Succinct facts of the case as per complaint and reply are as under:		
Sr. No.	Particulars	Details
1.	Name of the project	Imperial Garden, Sector 102, Gurugram, Haryana
2.	Total area of the project	12 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	107 of 2012 dated 10.10.2012
	Validity of license	09.10.2020

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016 Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



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	Licensee	Kamdhenu Projects Pvt. Ltd.
	Area for which license was granted	12 acres
5.	Registered/not registered	Registered in two phases i. 208 of 2017 dated 15.09.2017 [Valid up to 31.12.2018 for 49637 sq. mtrs and extension granted vide no.3/2019 dated 02.08.2019 which is extended up to 31.12.2019] ii. 14 of 2019 dated 28.03.2019(Phase II) [Valid up to 17.10.2018 for 4.57 acres]
6.	Occupation certificate	17.10.2019 [annexure R10, page 164-167 of reply]
7.	Provisional allotment letter dated	26.02.2013 [annexure R2, page 41-51 of reply]
8.	Unit no.	IG-01-1402, 14 th floor, building no. 01
9.	Area of the unit (super area)	2000 sq. ft.
10.	Date of execution of buyer's agreement	01.07.2013 [annexure R3, page 52-107 of reply]
11.	Possession clause	14. POSSESSION (a) Time of handing over the Possession <i>Subject to terms of this clause and barring force majeure conditions, subject to the Allottee having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Company, the Company proposes to hand over the possession of the Unit within 42 (Forty Two) months</i>

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भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम, 21/11/2022

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नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		<u>from the date of start of construction.</u> subject to timely compliance of the provisions of the Agreement by the Allottee. The Allottee agrees and understands that the Company shall be entitled to a grace period of 3 (three) months after the expiry of said period of 42 months, for applying and obtaining the completion certificate/ occupation certificate in respect of the Unit and/or the Project. (Emphasis supplied) [annexure R4, page 64 of reply]	
12.	Date of start of construction as per statement of account dated 25.10.2018 at page 84 of complaint	11.11.2013	
13.	Due date of possession	11.05.2017 [Note: Grace period is not included]	
14.	Total consideration	As per statement of account dated 25.10.2018 at page 84 of complaint	As per payment plan annexed with the buyer's agreement
		Rs. 1,55,42,390/-	Rs.1,51,46,976/-
15.	Total amount paid by the complainants as per statement of account dated 25.10.2018 at page 84 of complaint	Rs.1,46,89,220/-	
16.	Offer of possession	25.10.2018 [annexure R11, page 168-175 of reply]	
17.	Request letter for name substitution by the complainant	02.11.2019 [page 192-195]	

As per the amended agreement, the dues, if any, be calculated and communicated to the complainant and the complainant shall take the possession on clearance of the dues without further delay.

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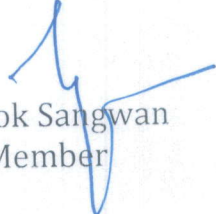
The complainant is seeking the following reliefs:

- 1. Direct the respondent to pay interest at prescribed rate for the delayed period of handing over possession.**

The attention of the authority was drawn towards amended agreement at page 155 of the reply, wherein it is categorically mentioned in clause 3 (amending clause 14 (a) of the original agreement) that the company proposes to hand over the possession of the unit within 42 months from the execution of this agreement etc. The amended agreement was executed on 07.05.2016 as per page 157 of the reply, the offer of possession was made on 25.10.2018. No case for delayed possession charges is made out but while supplying statement of account, it should be ensured by the promoter that delayed payment charges of Rs.1258743/- as mentioned in the agreement in clause 1 have actually due on that date on the foundation of which the amended agreement was executed and same have not been demanded as per clause 1 of the amended agreement.

Matter stands disposed off. Detailed order will follow. File be consigned to registry.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Dr. KK Khandelwal
Chairman
08.09.2022