

PROCEEDINGS OF THE DAY		60
Day and Date	Wednesday and 22.05.2024	
Complaint No.	CR/1422/2022 Case titled as Ajay Dogra VS ILD Millennium Private Limited	
Complainant	Ajay Dogra	
Represented through	Shri Sashi Bhushan Parshad Advocate	
Respondent	ILD Millennium Private Limited	
Respondent Represented	Shri Rishabh Gupta Advocate	
Last date of hearing	28.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint has been filed on 08.04.2022 and the defence of the respondent was struck off vide order dated 15.11.2023.		
Succinct facts of the case as per complaint and annexures are as under:		
S. No.	Heads	Information
1.	Name and location of the project	ILD Spire Greens, Sector 37 C, Gurgaon, Haryana
2.	Nature of the project	Residential group housing project
3.	Project area	15.4829 acres
4.	DTCP license no.	13 of 2008 dated 31.01.2008
5.	Name of license holder	M/s Jubilant Malls Pvt. Ltd. and 3 others
6.	RERA Registered/ not registered	Registered For 64621.108 sq mtrs for towers 2,6 and 7 vide no. 60 of 2017 issued on 17.08.2017 up to 16.08.2018
7.	Apartment no.	1503, 14 th floor, Tower 6 (page no. 41 of complaint)



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New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Unit measuring	1875 sq. ft. (page no. 41 of complaint)
9.	Date of builder buyer agreement	18.02.2014 (page no. 40 of complaint)
10.	Possession clause	10.1 POSSESSION "The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said Building/said unit within three years from the date of execution of this agreement, with grace period of six month, unless there shall delay or there shall be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and Clause 41 or due to failure of Allottee(s) to pay in time the price of the said Unit along with other charges and dues in accordance with the schedule of payments given in Annexure-C or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by all or any of the terms or conditions of this Agreement. (emphasis supplied) (page 51 of complaint)
11.	Total sale consideration	Rs. 85,64,375/- (as per SOA dated 03.05.2017 on page no. 87 of complaint)
12.	Amount paid by the complainant	Rs. 74,23,844/- (as per SOA dated 03.05.2017 on page no. 87 of complaint)
13.	Due date of possession	18.08.2017



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		[calculated as per possession clause] (grace period is allowed being unqualified)
14.	Occupation certificate	Not obtained
15.	Offer of possession	02.08.2021 (page 93 of complaint)

The counsel for the complainant states that the complainant is seeking DPC and possession of the unit allotted to him. Despite having made a payment of Rs. 74,23,844/- against a total consideration of Rs. 85,64,375/-, the respondent has not handed over the unit to the complainant.

The counsel for the respondent states that there are outstanding dues against the complainant and despite 4 reminders he has not come forward to take possession of the unit.

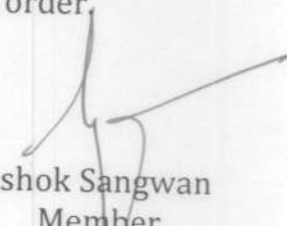
The counsel for the complainant states that unreasonable demands are being made by the respondent alongwith offer of possession without giving any explanation.

Arguments heard.

Order reserved.

Both the counsels for the parties may file brief written submissions within a period of 15 days with an advance copy to each other.

Matter to come up on **07.08.2024** for pronouncement of order.


Ashok Sangwan
Member
22.05.2024