

PROCEEDINGS OF THE DAY
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Day and Date	Wednesday and 09.08.2023
Complaint No.	CR/1461/2022 Case titled as Sushil Kumar Agarwal and Pomilla Agarwal Vs Imperia Structures Ltd.
Complainant	Sushil Kumar Agarwal and Pomilla Agarwal
Represented through	Shri Shubham Tyagi Advocate
Respondent	Imperia Structures Ltd.
Respondent Represented	Mr. Nadeem Arman Advocate
Last date of hearing	15.03.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 27.04.2022 and the reply on behalf of respondent has been received on 15.03.2023.

Succinct facts of the case as per complaint and annexures are as under:

S. N.	Particulars	Details
1.	Name and location of the project	"The Esfera" Phase II at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
5.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others

CR/176/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह सिविल लाईंस गुरुग्राम हरियाणा

6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
7.	Apartment no.	1704, 17 th Floor, Block D (page no. 28 of complaint)
8.	Unit area admeasuring	1435 sq. ft. (page no. 28 of complaint)
10.	Date of builder buyer agreement	12.09.2012 (Page no. 18 of complaint)
11.	Possession clause	<p>10.1. SCHEDULE FOR POSSESSION</p> <p>“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 apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 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 to abide by all or any of the terms or conditions of this agreement.”</p> <p>(emphasis supplied)</p>
12.	Due date of possession	12.03.2016 [calculated as per possession clause]

14.	Total sale consideration	Rs. 67,44,202/- [as per the statement of account on page no. 13 of reply]
15.	Amount paid by the complainant	Rs. 62,61,038/- [as per the statement of account on page no. 13 of reply]
16.	Offer for fit out	07.09.2021 (Page no. 88 of complaint)
17.	Occupation certificate	Not received
18.	Offer of possession	Not offered

The complainant is seeking refund on account of failure of the promoter to hand over possession of the apartment in terms of the BBA dated 12.09.2012.

The pleadings of the respondent are on record.

In view of the above, the case is reserved for orders on **11.10.2023**. Meanwhile, in case the respondent wishes to submit written arguments, it may do so within a period of 10 days with an advance copy to the counsel for the complainant.

Ashok Sangwan
Member
09.08.2023