



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		21
Day and Date	Wednesday and 05.07.2023	
Complaint No.	CR/1511/2022 Case titled as Vijay Bhushan Bhardwaj Vs IREO PRIVATE LIMITED	
Complainant	Vijay Bhushan Bhardwaj	
Represented through	Shri Garv Malhotra Advocate	
Respondent	IREO PRIVATE LIMITED	
Respondent Represented through	Shri M.K. Dang Advocate	
Last date of hearing	05.04.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 19.04.2022 and the reply on behalf of respondent was received on 30.11.2022

S. N.	Particulars	Details
1.	Name of the project	"Ireo City Central", Sector 59, Gurgaon
2.	Project area	3.9375 acres
3.	Nature of the project	Commercial Colony
4.	DTCP license no. and validity status	56 of 2010 dated 31.07.2010 valid upto 30.07.2020
5.	Name of licensee	SU Estates Pvt. Ltd.
6.	RERA Registered/ not registered	107 of 2017 dated 24.08.2017
7.	RERA registration valid up to	30.06.2020
8.	Allotment Letter	05.12.2016



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/15/12022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		beyond the reasonable control of the Company.
13.	Due date of possession	28.02.2021 (Calculated as 48 months from date of execution of agreement)
14.	Total sale consideration	Rs.1,76,50,132/- (as per SOA on page no. 122 of complaint) (as per payment plan on page No.73 of complaint)
15.	Amount paid by the complainants	Rs. 69,84,776/- (as per SOA on page no. 118 of complaint)
16.	Occupation certificate /Completion certificate	Not obtained
17.	Offer of Possession	Not offered

The counsel for the respondent has submitted an application for waiver of cost imposed on the last date due to non-appearance. He states that he was unable to appear due to an exigency. He states that he is ready to argue the matter today. Allowed.

The counsel for the complainant wishes to file written argument cum rejoinder copy of which has been supplied to the counsel for the respondent during proceedings.

The counsel for the complainant states that the complainant is seeking refund of amount deposited initially against the project called Ireo Corridor in the year 2013. Thereafter, the booking was transferred to Ireo City Central in the year 2017 vide a tripartite agreement dated 15.02.2017. A BBA was signed on 28.02.2017 for allotment of unit No.ICC- MSA R011-15, in sector-59, at a total cost of Rs.1,76,50,132/- and the complainant has deposited Rs.69,84,776/- against the same. Till date, no OC has been received and the due date for handing over possession as per the BBA was 28.02.2021.

The counsel for the respondent states that initially the complainant had booked unit in Ireo Corridor and had committed default in making payment and requested to cancel their earlier unit and upon their request, a tripartite agreement was signed according to which new unit was allotted and the due



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

date for handing over of possession was 48 months + 180 days as per clause 13 of the tripartite agreement and the period would get extended automatically on account of force majeure. The project could not handed over due to force majeure. The due date comes to 28.08.2022 and the present complaint was filed pre-mature on 01.04.2022 and no ground is made out for seeking refund. The construction is in full swing. OC has not been applied as yet.

The counsel for the complainant states that the period of 180 days (grace period) was beyond the commitment period on account of unforeseen circumstances. Therefore, no further force majeure concession can be given.

Arguments heard.

Order reserved.

Meanwhile, parties are at liberty to file written arguments within a period of 2 weeks with an advance copy to each other.

Matter to come up on **02.08.2023** for pronouncement of order.

Ashok Sangwan
Member
05.07.2023