



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		35
Day and Date	Thursday and 18.01.2024	
Complaint No.	CR/194/2023 Case titled as Harinder Kapoor VS JMD Limited	
Complainant	Harinder Kapoor	
Represented through	Shri Garv Malhotra Advocate	
Respondent	JMD Limited	
Respondent Represented	Shri Venkat Rao and Shri Gunjan Kumar, Advocates	
Last date of hearing	19.10.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 20.01.2023 and the reply on behalf of respondent has been received on 12.10.2023.

Vide order dated 11.07.2023, the authority was directed to respondent to file a reply along with costs of Rs.2,500/- within two weeks. The complainant has paid the cost of Rs.2,500/- through DD dated 12.10.2023, vide no. 147212 and the same has been handed over to the counsel of the complainant during hearing.

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

S. N.	Particulars	Details
1.	Name and location of the project	JMD Suburbio-1 Sector 67, Sohna Road, Gurugram
2.	Nature of the project	Commercial complex
3.	Project area	4.237 acres
4.	DTCP license no.	291 of 2007 dated 31.12.2007 valid upto 31.12.2019
5.	Name of licensee	Ananddham Realtors Pvt. Lt.
6.	RERA Registered/ not	30 of 2022, Dated Data 25.04.2022



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	registered	valid upto 30.12. 2024
7.	Shop no.	CW-136, First Floor (Pg. no 17 of complaint)
8.	Unit area admeasuring	333.9 sq. ft. (Pg. no 17 of complaint)
9.	Date of builder buyer agreement	14. 12. 2010 (Pg. no 16 of Complaint)
10.	Possession clause	15. 15. THAT The possession of the said premises is proposed to be delivered by the Company to the Unit Allottee(s) within 3 Years from the date of sanctioned of revised building plan or further extended period of 6 months after the expiry of 36 months as agreed above except force majeure circumstances.
11.	Due date of possession	14.06.2014 (Note: calculated from the date of BBA i.e., 14.12.2010 in the absence of date of revised building plan)
12.	Total sale consideration	Rs.28,24,484/- [Page no. 41 of complaint]
13.	Amount paid by the complainant	Rs.15,39,224/- [Page no. 41 of complaint]
14.	Occupation certificate	18.10.2018 (Pg. no. 55 of Reply)
15.	Offer of possession	03.12.2018 (Pg. no. 57 of Reply)
16.	Demand Letter	09.01.2019, 05.02.2019, 12.03.2019, 15.04.2019, 20.05.2019, 22.06.2019, 29.07.2019, 27.08.2019, 27.09.2019, 30.10.2019, 06.12.2019, 11.01.2020, 21.02.2020, 18.05.2020, 18.08.2020, 22.09.2020, 16.10.2020, 25.11.2020, 24.12.2020, 18.03.2021, 27.05.2021, 05.06.2021, 21.09.2021, 22.10.2021, 22.11.2021, 29.12.2021, 09.02.2022 and 28.03.2022.



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17.	Cancellation Notice	03.12.2022 (Pg. 126 of Reply)
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The counsel for the complainant states that as per BBA sent by the respondent and duly signed by the complainant allottee, the possession was required to be handed over within 3 years from the date of execution of agreement with 6 months grace period and the said agreement was executed on 14.12.2010. But when the BBA was returned to the complainant, the possession clause No.15 was super impose with a new clause of handing over possession within 3 years from the date of sanction of revised building plans and a police complaint is pending and the complainant is seeking refund of the entire amount with interest as the amount has been refunded to the complainant after deduction of 15% of the total consideration money prior to cancellation letter dated 03.12.2018. The counsel for complainant states that payment of outstanding amount was not made due to non-adjustment of interest on account of delay in construction on 21.05.2018.

The counsel for the respondent states that the booking of the unit was made on 04.12.2010 and the last payment was made only in the year 2013. The respondent issued 55 reminders for payment of outstanding amount but the same is not yet paid. Further the OC was obtained on 18.10.2018 and unit offered on 03.12.2018 but the complainant vide email dated 19.10.2022 (annexure R8) requested for refund of the amount after obtaining of OC and the amount has been refunded vide UTR dated 03.12.2022 (page 129 of the reply) with details of refundable amount at page 129. The deduction of 15% earnest money has been made as per provisions of the BBA executed prior to enactment of RERA.

Argument heard.

Written submissions may be filed by both the parties within 10 days with an advance copy to each other. The respondent shall file revised building plan approved by the DTCP.

Matter to come up on 29.02.2024 for pronouncement of order.

V. I.
Vijay Kumar Goyal
Member
18.01.2024