



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		59
Day and Date	Wednesday and 10.04.2024	
Complaint No.	CR/2069/2023 Case titled as Vinit Goyal VS Spaze Towers Private Limited	
Complainant	Vinit Goyal	
Represented through	Shri Gaurav Rawat Advocate	
Respondent	Spaze Towers Private Limited	
Respondent Represented through	Ms. Arpita proxy counsel	
Last date of hearing	07.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 05.05.2023 and reply on behalf of the respondent has been received on 07.02.2024.

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

Sr. No.	Particulars	Details
1.	Name of the project	PRIVY The Address, Sector 93, Gurugram, Haryana.
2.	Nature of the project	Residential Group Housing Complex
3.	RERA Registered/not registered	Not Registered
4.	DTCP License no.	07 of 2011 dated 15.01.2011 valid upto 14.01.2021
5.	Name of licensee	M/s Spaze Towers Pvt. Ltd.
6.	Application Form	17.11.2010



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		(Page no. 24 of reply)
7.	Allotment letter (Construction linked payment plan)	15.02.2011 (Page no. 16 of complaint and page no. 33 of reply)
8.	BBA	20.09.2011 (Page no. 22 of complaint and page no. 36 of reply)
9.	Original Allottee	Mr. Kapil Kumar
10.	Subsequent Allottee	Endorsed in favour of the complainant dated 30.05.2012 (Page no. 77 of reply)
11.	Unit no.	I-013, Tower I, 1 st Floor (Page no. 50 of complaint and page no. 38 of reply)
12.	Unit Area	1297 sq. ft. Super Area (Initially) Increased to 1386 sq. ft. (Page no. 25 of complaint and page no. 39 of reply)
13.	Possession clause	"28. Possession <i>(a) Subject to the terms of this clause and subject to FLAT ALLOTTEE(S) 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 further subject to compliance with all provisions, formalities registration of sale deed documentation payment of all amount due payable to the DEVELOPER by the FLAT ALLOTTEE(S) under this agreement as prescribed by the DEVELOPER, the DEVELOPER proposes to handover the possession of the FLAT within a period of 42 months from the date of signing of this agreement."</i> (Page no. 35 of complaint and page no. 49 of reply)



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14.	Due date of possession	20.03.2015 (Calculated to be 42 months from the date of signing of the agreement i.e., from 20.09.2011)
15.	Total sale consideration	Rs. 43,27,717/- (As alleged by the complainant at page no. 6 and 26 of complaint) Rs. 48,44,128/- (As per SOA dated 05.06.2021 at page no. 156 of reply)
16.	Total amount paid by the complainant	Rs. 43,83,203/- (As alleged by the complainant at page no. 14 of complaint) Rs. 46,85,125/- (As per SOA dated 05.06.2021 at page no. 156 of reply)
17.	Occupation certificate	20.07.2018 (Page no. 78 of reply)
18.	Offer of possession	26.04.2019 (As alleged by complainant and annexed at page no. 85 of complaint) 21.07.2018 (As alleged by respondent and annexed at page no. 80 of reply)
19.	Compensation for delay in possession paid by respondent to complainant	Rs. 2,79,247/- (Page no. 86 of complaint)

The complainant has sought the following relief(s):

1. Restrain the respondent from cancelling the unit and from creating third



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party rights.

2. Direct the respondent to pay delay possession charges to the complainant at the prevailing rate of interest on the amount paid by the complainant till the date of actual handing over of possession of the unit.
3. Direct the respondent not to charge for increase in area.
4. Direct the respondent to give possession of the unit to the complainant as per the PLC paid by the complainant, i.e., 2BHK PLC along with corner facing as well as park facing on first floor, at the earliest with all amenities and services.
5. Direct the respondent not to charge labour cess, external electrification charges, security deposit for electrical water and sewer as well as façade repair charges and club development charges.
6. Direct the respondent to waive the interest of Rs. 46,162/- unilaterally charged by the respondent.
7. Direct the respondent to get the conveyance deed executed.
8. Direct the respondent to refrain from charging any VAT from the complainant as the same is illegal and arbitrary and whatever VAT the complainant has been forced to pay, may be refunded.

The counsel for the respondent states that an updated statement of account shall be submitted within a period of 2 weeks after adjustment of DPC. The amounts pertaining to rest of the reliefs shall be adjusted in the SOA in terms of CR No. 279/2018.

Matter to come up on **03.07.2024** for further proceedings.

Ashok Sangwan
Member
10.04.2024