



**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

<b>PROCEEDINGS OF THE DAY</b>		<b>50</b>
Day and Date	Wednesday and 10.04.2024	
Complaint No.	CR/208/2023 Case titled as Taruna Gilani and Sachin Gilani VS Shree Vardhman Infraheight Private Limited	
Complainant	Taruna Gilani and Sachin Gilani	
Represented through	Shri J.S. Tanwar and Naresh Pandit Advocates	
Respondent	Shree Vardhman Infraheight Private Limited	
Respondent Represented through	Ms. Ada Khursheed proxy counsel	
Last date of hearing	17.01.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

### **Proceedings**

The present complaint was filed on 25.01.2023 and reply on behalf of the respondent has been received on 27.10.2023.

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

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	"Shree Vardhman Victoria", Sector- 70, Gurugram
2.	Project area	10.9687 acres
3.	Nature of the project	Residential apartment
4.	DTCP license no. and validity status	103 of 2010 dated 30.11.2010 Valid up to 29.11.2020
5.	RERA Registered/ not registered	Registered vide no. 70 of 2017 dated 18.08.2017 valid upto 31.12.2020
6.	Builder buyer agreement	01.07.2013 (Page 19 of complaint)
7.	Unit no.	203, Tower B (As per BBA at page 22 of complaint)



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8.	Unit admeasuring	1950 sq. ft. (As per BBA at page 22 of complaint)
9.	Possession clause	<b>Clause 14(a)</b> <i>"The Construction of the Flat is likely to be completed within a period of forty (40) months of commencement of construction of the particular tower/block in which the Flat is located with a grace period of six(6) months, on receipt of sanction of the building plans/ revised plans and all other approvals subject to force majeure including any restrains/restrictions from any authorities , non-availability of building materials or dispute with construction agency/workforce and circumstances beyond the control of Company and subject to timely payments by the buyer(s) in the Said Complex. No claims by way of shall be against the Company in case of delay in handing over the possession on account of said reasons. For the of purposes of this agreement, the date of application for issuance of occupancy/completion/part occupancy/completion certificate of the Said Complex or the Flat shall be deemed to be the date of Completion....."</i> <b>(Emphasis supplied)</b> (BBA at page 29 of complaint)
10.	Due date of possession	To be ascertained
11.	Total sale price	Rs. 1,01,08,800/- (As alleged by complainant at page 11 of complaint) Rs. 1,20,06,750/-



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		(SOA dated 09.10.2020 at page 58 of complaint) Rs.1,48,31,805/- (SOA dated 09.10.2020 at page 60 of complaint)
12.	Amount paid by the complainant	Rs. 75,76,908/- (As alleged by complainant at page 11 of complaint) Rs.1,06,22,340/- (SOA dated 09.10.2020 at page 60 of complaint)
13.	Occupation certificate	13.07.2022 (Page 16 of reply)
14.	Offer of possession	03.08.2022 (Page 53 of complaint)

The counsel for the complainant is seeking refund of the deposited amount against allotment of residential unit in the project of the respondent on account of delay in handing over of possession and unreasonable demands accompanying the offer of possession dated 03.08.2022.

The counsel for the respondent states that unit of the complainant was cancelled vide letter dated 19.07.2019 and a cheque of Rs.51,28,516/- was also sent with the cancellation letter with the details of forfeiture.

However, it is noticed that the respondent has made an offer of possession to the complainant on 03.08.2022 which the counsel for the respondent states was due to technical error. Further, the counsel for the complainant states that no cancellation or refund cheque was received.

Part arguments heard.

Matter to come up on **24.07.2024** for further arguments.

Ashok Sangwan  
Member  
10.04.2024