



PROCEEDINGS OF THE DAY		31
Day and Date	Tuesday and 21.05.2024	
Complaint No.	CR/2454/2022 Case titled as Vishal Mathur and Divya Mathur VS PAREENA INFRASTRUCTURES PRIVATE LIMITED	
Complainant	Vishal Mathur and Divya Mathur	
Represented through	None	
Respondent	PAREENA INFRASTRUCTURES PRIVATE LIMITED	
Respondent Represented through	Shri Prashant Sheoran Advocate	
Last date of hearing		
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 06.06.2022 and the reply on behalf of the respondent was received on 19.10.2022.

The succinct facts of the case are as follows:

S. No.	Particulars	Details
1.	Name and location of the project	"Coban Residences", Sector-99A, Gurugram
2.	Nature of the project	Residential
3.	Project area	10.5875 acres
4.	DTCP license no.	10 of 2013 dated 12.03.2013 valid up to 11.03.2024
5.	Name of licensee	Monex Infrastructure Pvt. Ltd.
6.	RERA Registered or not registered	Registered and GGM/419/151/2020/335 dated 16.10.2020 valid up to 11.03.2024
7.	Unit no. and floor no.	1903 and 19 th floor and Tower-1 (As per page no. 21 of the complaint)



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

8.	Unit area admeasuring	2352 sq.ft. (Super area) (As per page no. 21 of the complaint)
9.	Date of execution of apartment buyer's agreement	13.12.2013 (As per page no. 19 of the complaint)
10.	Possession clause	3.1 <i>That the developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located within 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans and specifications seen and accepted by the Flat Allottee..... and</i> 5.1 <i>In case within a period as provided hereinabove, further extended by a period of 6(six) months if so required by the developer, the developer is unable to complete construction of the said flat as provided hereinabove (subject to force majeure conditions) to the flat allottee(s), who have made payments as required for in this agreement, then the flat allottee(s) shall be entitled to the payment of compensation for delay at the rate of Rs. 5/- per sq.ft. per month of the super area till the date of notice of possession as provided hereinabove in this agreement. The flat allottee(s) shall have no other claim against the developer in respect of the said flat and parking space under this agreement. (As per page no. 32 and 35 of the complaint)</i>
11.	Due date of possession	13.12.2017 (Note: Due date to be calculated 4 years from the date of execution of apartment buyer's agreement i.e., 13.12.2013.)
12.	Payment Plan	Construction linked payment plan (As per page no. 44 of the complaint)



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

13.	Basic sale price	Rs.1,14,55,416/- (As per schedule of payments on page no. 44 of the complaint)
14.	Total sale consideration	Rs.1,40,17,752/- (As per schedule of payments on page no. 44 of the complaint)
15.	Amount paid by the complainant	Rs.72,99,822/- (As per cancellation letter on page no. 55 of the complaint)
16.	Reminder/Demand Notices	14.03.2017, 05.01.2021, 13.07.2018 and 19.01.2021
17.	Pre-cancellation letter	10.06.2021 (As per page no.57 of the complaint)
18.	Cancellation letter	12.08.2021 (As per page no. 55 of the complaint)
19.	Occupation Certificate/ completion certificate	Not received
20.	Offer of possession	Not offered

The complainants have sought the relief of refund along with interest through the complaint but vide proceeding dated 21.12.2023, the proxy counsel for the complainant stated that the complainant- allottee is willing to take possession of the allotted unit after adjustment of delayed possession charges to be paid by the respondent

It was directed to complainants to file application for amendment of relief and the same was handed over to respondent during proceeding. The change of relief is not objected by the respondent.

In this case, the respondent has not yet obtained the occupation certificate and no offer of possession has been made till date, hence the complainant is entitled for DPC. The respondent is directed to pay delayed possession charges alongwith prescribed rate of interest i.e. 10.85% per annum from the due date of possession i.e. 13.12.2017 till offer of possession after obtaining occupation



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CA/2454/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

certificate plus 2 months whichever is earlier. Interest on equitable rate shall be charged on the outstanding amount.

Detailed order will follow. Matter stands disposed off.

Ashok Sangwan
Member

Arun Kumar
Chairman
21.05.2024

V.I. - 3
Vijay Kumar Goyal
Member