

PROCEEDINGS OF THE DAY		22
Day and Date	Tuesday and 13.12.2022	
Complaint No.	CR/250/2021 Case titled as ANIL KUMAR Vs IMPERIA STRUCTURES LIMITED	
Complainant	ANIL KUMAR	
Represented through	Shri Sunil Kumar Advocate	
Respondent	IMPERIA STRUCTURES LIMITED	
Respondent Represented	Shri Himanshu Singh Advocate (power of attorney filed today)	
Last date of hearing	16.09.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 27.01.2021. Reply on behalf of respondent has been received on 18.05.2022.

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

S. N.	Particulars	Details
1.	Name and location of the project	"The Esfera" Phase II at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
5.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others



HARERA
GURUGRAM

**HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

25/02/21

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
7.	Apartment no.	501, 5 th Floor, Block H (page no. 32 of complaint)
8.	Unit area admeasuring	1650 sq. ft. (page no. 32 of complaint)
9.	Date of booking	17.09.2011 (page no. 19 of complaint)
10.	Date of builder buyer agreement	21.02.2013 (page no. 30 of complaint)
11.	Date of cancellation letter	04.10.2013 (page no. 06 of reply)
12.	Possession clause	10.1. SCHEDULE FOR POSSESSION "The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any

		of the terms or conditions of this agreement." (emphasis supplied)
13.	Due date of possession	21.08.2016 [calculated as per possession clause]
14.	Total sale consideration	Rs. 69,66,500/- [as per the agreement on page no. 38 of complaint]
15.	Amount paid by the complainant	Rs. 21,14,263/- [as per receipts annexed on page no. 21-26 of complaint]
16.	Occupation certificate	Not received
17.	Offer of possession	Not offered

The counsel for the respondent states that the complaint is time barred and is beyond the period of limitation as the unit was cancelled on 04.10.2013 due to non payment of instalments by the complainant-allottee and a refund cheque of Rs.10,33,508/- in favour of allottee was also offered after deduction of 15% earnest money alongwith taxes paid and brokerage etc. The respondent is still offering the refund of above amount to the complainant before next date of hearing.

The counsel for the complainant is also open to mutual settlement and if the matter is amicably settled, shall withdraw the complaint.

Matter to come up on 12.04.2023 for further proceedings.


Sanjeev Kumar Arora
 Member


Vijay Kumar Goyal
 Member
 13.12.2022