



New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

27

Day and Date	Thursday and 21.12.2023
Complaint No.	CR/2502/2022 Case titled as Rohit Khanna and Jaya Khanna VS Prompt Engineering Private Limited
Complainant	Rohit Khanna and Jaya Khanna
Represented through	Shri S.S. Hooda Advocate
Respondent	Prompt Engineering Private Limited
Respondent Represented	Ms Shriya Takkar, Advocate
Last date of hearing	12.10.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 06.06.2022 and registered as complaint No. 2502 of 2022 and reply was received on 02.11.2022.

The succinct facts of the case are as follows:

S.no.	Particulars	Details
1.	Name of the project	"M3M Corner Walk", Sector 74, Gurugram, Haryana
2.	Nature of the project	Commercial Project
3.	Unit no.	R4-LG 010 on Lower ground in block 4 (As per annexure A4 on page 28 of complaint)
4.	Unit admeasuring area	850.75 sq. ft. of super area (As per annexure A4 on page 28 of complaint)
5.	Allotment letter	04.09.2019 (As per annexure A4 on page 28 of complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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6.	Date of builder buyer agreement	24.04.2019 (As per page no. 66 of complaint)
7.	Possession clause	<i>Schedule for possession of the Unit: The promoter agrees and understands that timely delivery of possession of the unit along with the car parking space(s), if any, to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.</i>
8.	Pre cancellation notice	21.04.2021 (As per annexure R-14 on page no. 144 of reply)
9.	Cancellation notice	25.05.2021 (As per annexure R-15 on page no. 145 of reply)
10.	Payment plan	Time linked payment plan (As per page no. 33 of complaint)
12.	Total sale consideration	Rs. 1,19,71,144/- (As per annexure A on page no. 33 of complaint)
13.	Total amount paid by the complainant	Rs. 28,75,671/- (As alleged by the complainant)
14.	Percentage of amount paid	24.02%
15.	Occupation certificate	31.08.2021 (As per annexure R-4 on page no. 86 of reply)
16.	Offer of possession	Not offered being cancelled



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The complainants are seeking entire paid up amount along with prescribed rate of interest.

The counsel for the respondent filed an application stating that the complainants came forward to the respondent and requested for handover of an alternative unit no. R2-LG 015 instead of the allotted unit no. R4-LG 010 along with a copy of statement of account in which it is shown that an amount of Rs.1,72,477/- has been paid to the complainants on 21.11.2023 on account of delay in handing over of possession and the complainants are not entitled for any refund now.

Further, counsel for the complainant states that the tripartite agreement executed between the parties and the financial institution has disbursed the loan amount to the respondent and the complainants have paid 80% of the sale consideration.

The counsel for the respondent denied the same and no such record with regard to paid amount is in the paper book.

Arguments heard.

Matter stands disposed off. Detailed orders will follow.

V.I-
Vijay Kumar Goyal
Member
21.12.2023