

PROCEEDINGS OF THE DAY
25

Day and Date	Wednesday and 04.09.2024
Complaint No.	CR/2845/2023 Case titled as Nitin Kataria and Preeti Rani VS Shree Vardhman Infraheights Private Limited
Complainant	Nitin Kataria and Preeti Rani
Represented through	Shri Kanish Bangia Advocate
Respondent	Shree Vardhman Infraheights Private Limited
Respondent Represented through	Shri Gaurav Rawat Advocate
Last date of hearing	29.05.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 28.06.2023 and reply on behalf of the respondent was received on 01.03.2024.

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

Sr. no.	Particulars	Details
1	Name and location of the project	"Shree Vardhman Victoria", Village Badshahpur, Sector-70, Gurugram
2	Project area	10.9687 acres
3	Nature of the project	Group Housing Colony (Residential Apartment)
4	DTCP license no. and validity status	103 of 2010 dated 30.11.2010 valid upto 29.11.2020
5	Name of the Licensee	Dial Soft Tech and two others
6	RERA registered/ not registered and validity status	Registered Registered vide no. 70 of 2017 dated 18.08.2017 valid upto 31.12.2020



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/2845/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

7	Allotment Letter	29.05.2013 (In favour of the original allottee) (Page no. 50 of complaint)
8	Unit no.	1801, Tower - C (BBA at page no. 54 of complaint)
9	Unit admeasuring	1350 sq. ft. (BBA at page no. 54 of complaint)
10	Date of buyer's agreement	05.08.2013 (Executed with the original allottee Mr. Ant Pal- Endorsed in favour of the complainant on 06.08.2015) (Page no. 51 of complaint)
11	Basic Sale Price	Rs. 71,15,040/- (BBA at page 55 of reply)
12	Total amount paid by the complainant	Rs.66,66,969.39/- (SOA dated 24.03.2023 at page 81 of complaint and SOA dated 23.02.2024 at page 53 of reply)
13	Date of commencement of construction	07.05.2014 (Page 79 of reply)
14	Possession clause	Clause 14(a) "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." (Emphasis supplied)
15	Due date of delivery of possession	07.03.2018 (Calculated from the date of commencement of construction) Note: Grace period is included as it is unqualified.
16	Occupation certificate	13.07.2022 (Page no. 16 of reply)

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17	Offer of possession	09.08.2022 (Page no. 23 of reply)
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The due date for handing over of possession in the project was 07.03.2018 in terms of agreement dated 05.08.2013. The offer of possession was made to the complainant on 09.08.2022. The fact is admitted by both the parties.

In view of the above, delayed possession charges are allowed along with interest at the prescribed rate i.e. 10.11% per annum from the due date of possession i.e. 07.03.2018 till the offer of possession i.e. 09.08.2022 plus 2 months. The respondent is directed to issue an updated statement of account after adjustment of DPC charges to the complainant who shall make the payment of balance amount, if any within a period of 30 days of the SOA. No amount other than that agreed in the BBA shall be charged.

Other reliefs shall be form a part of the main order.

Detailed order will follow. Matter stands disposed off.

Ashok Sangwan
Member
04.09.2024