



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

PROCEEDINGS OF THE DAY

**13-
14**

Day and Date	Tuesday and 10.10.2023
Complaint No.	CR/3188/2021 Case titled as Padampur Niraman Private Limited Vs Emaar MGF Land Limited
Complainant	Padampur Niraman Private Limited
Represented through	Shri Ravinder Singh Advocate
Respondent	Emaar MGF Land Limited
Respondent Represented	Shri J.K. Dang, Advocate
Last date of hearing	8.8.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 13.08.2021 and the reply was received on 05.10.2021.

The respondent has filed an affidavit on 08.08.2023 stating that no amount has ever been paid by the complainant in respect of the plot allotted and the offer of possession of the subject plot had not been withdrawn.

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

Sr. No.	Particulars	Details
1.	Name of the project	Emarld Villa (Plots)
2.	Unit no.	EVP-A-T-173 ,
9.	Allotment letter	16.11.2012 [page 16 of complaint]
10.	Date of buyer's agreement	27.11.2012 [page 21 of complaint]
11.	Possession clause	8. POSSESSION



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CR/3188/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	Subject to force majeure conditions and reasons beyond the control of the Company, the Company shall make every endeavor to deliver possession of the Plot to the Allottee(s) within a period of 24 (twenty four months from the date of execution of this Buyer's Agreement. In the event that the possession of the Plot is likely to be delayed for reason of any force majeure event or any other reason beyond the control of the Company including government action, strike or due to civil commotion or by reason of war or enemy action or earthquake or any act of God or if non delivery is as a result of any act, notice, order, rule or notification of the Government and any other public or Competent Authority or any court order, judgement for any reason beyond the control of the Company, then in any of the aforesaid events, the Company shall upon notice claiming force majeure to the Allottee(s) be entitled to such extension of time till the force majeure event persists or the reason beyond the control of the Company exists. In the event that the Company fails to deliver possession of the Plot without existence of any force majeure event or reason beyond the control of the Company within 27 (twenty seven) months from the date of execution of this Agreement, the
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An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
21/3/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		Company shall be liable to pay to the Allottee(s), a penalty of the sum of Rs. 50/- (Rupees Fifty only) per sq. yd. per month for such period of delay beyond 27 months from the date of execution of this Agreement. The Allottee(s) understands and agrees that the penalty mentioned above shall be payable only if the Allottee(s) has not defaulted and / or breached the terms of this Agreement or defaulted in payments as per the payment plan or in other words has complied with all the terms and conditions of this Agreement. (Emphasis supplied) [page 31 of complaint]
14.	Due date of possession	27.11.2014
15.	Total consideration	Rs. 24,11,744/- (Page 176 of reply)
16.	Total amount paid	Rs.1/- (as claimed by the complainant on the basis of BBA) Rs. 0 /- (Page 176 of reply)
17.	Occupation certificate	08.01.2018 [page 103 of reply]
18.	Offer of possession	19.07.2016 [page 138 of reply]

Vide proceedings dated 4.7.2023 following issues had emerged for adjudication :-

- i) Whether amount of Rs.1/- has been paid by the complainant/



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CR/3188/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

- ii) Whether the respondent has offered possession of the subject plot to the complainant vide letter dated 19.7.2016 /
- iii) If such offer of possession was inadvertently made by the respondent, whether the respondent has withdrawn the same, till date.

In compliance of the above directions, the counsel for the respondent has submitted an affidavit on 8.8.2023 as under :-

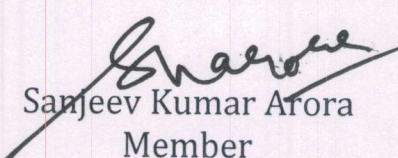
- i) No amount has ever been paid by the complainant in respect of plots.
- ii) Possession of the subject plot was offered to the complainant inadvertently on 19.7.2016. However, the said offer of possession has since been rendered inconsequential and infructuous and stood superseded upon the execution of the MoU dated 21.8.2017 hence the complainant has no right or interest in the subject plot.
- iii) The offer of possession of the plot had not been withdrawn. However, as stated above, in pursuance of MoU dated 21.8.2017, without prejudice to the position that the offer of possession was made inadvertently and that it has been rendered inconsequential, the said offer of possession is hereby withdrawn.

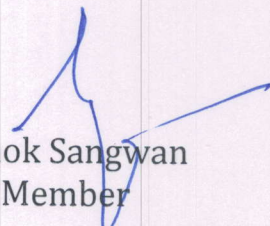
Counsel for the complainant has also filed the information w.r.t. issue no.1 and states that as per BBA dated 27.11.2012, a sum of Rs. 1/- out of the total sale price has been paid by the allottee with the application as booking amount, at the time of registration for allotment of the plot. Further states that the account statement filed by the respondent alongwith its reply at page 176 as Annexure R/9 wherein it is categorically admitted that an amount of Rs. 1/- has been paid and is received by the respondent.

Arguments heard.

Order reserved.

Detailed order will follow. Matter stands disposed off. File be consigned to the registry.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
10.10.2023