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HARYANA REAL ESTATE REGULATORY AUTHORITY
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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

41

Day and Date	Thursday and 03.04.2025
Complaint No.	CR/3199/2024 Case titled as Dinesh Lamba VS MVN Infrastructures Pvt Ltd
Complainant	Dinesh Lamba
Represented through	Shri Manish Janghu Advocate
Respondent	MVN Infrastructures Pvt Ltd
Respondent Represented	Shri Lokesh Dixit Advocate
Last date of hearing	06.02.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 11.07.2024 and registered as 3199 of 2024 and reply was received on 07.11.2024.

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

S. No.	Particulars	Details
1.	Name and location of the project	"MVN Athena Sohna", Village- Sohna, Sector-15, Sohna, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	6.50625 acres
4.	DTCP license no.	49 of 2014 dated 18.06.2014 valid up to 17.02.2026
5.	Name of licensee	M.V.N. Infrastructure Pvt. Ltd.
6.	RERA Registered/ not registered	284 of 2017 dated 10.10.2017 valid up to 09.10.2021
7.	Unit no.	A2-008, Ground floor & Tower-A 2 (As per page no. 20 of the complaint)
8.	Revised unit no.	503, 5 th floor & Tower-8 (As per page no. 40 of the complaint) (Note: Unit no. has been revised to



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		503, 5 th floor from A2-008, ground floor vide addendum to flat buyer's agreement)
9.	Unit area	343.9098 sq. ft.(Carpet Area) (As per page no. 20 of the complaint)
10.	Revised unit area	340.099 sq. ft. (Carpet area) and 102.968 (Balcony area) (As per page no. 40 of the complaint) (Note: Unit area has been revised to 340.099 sq. ft. from 343.9098 sq. ft. vide addendum to flat buyer's agreement)
11.	Date of approval of building plans	05.09.2014 (As per page no. 19 of the complaint)
12.	Date of Environment Clearance	05.01.2015 (As per page no. 4 of the reply)
13.	Allotment letter	06.02.2015 (As per page no. 17 of the complaint)
14.	Date of execution of flat buyer's agreement	19.02.2015 (As per page no. 5 of the reply)
15.	Addendum to flat buyer's agreement	16.03.2016 (As per page no. 39 of the complaint)
16.	Possession clause	3. Possession <i>3.1 Subject to force majeure circumstances, intervention of statutory Authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by company and not being in default under any part hereof and flat buyer's agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the company proposes to offer possession of the said flat to the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance,</i>



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		<i>(hereinafter referred to as the "commencement date"), whichever is later, subject to the allottee has executed the flat buyer's agreement.</i> (As per page no. 24 of the complaint)
17.	Due date of possession	05.01.2019 (Note: Due date to be calculated four years from the date of environment clearance i.e., 05.01.2015, being later)
18.	Payment plan	Construction linked payment plan
19.	Total sale consideration	Rs.13,45,365/- (including taxes) (As per SOA dated 06.11.2024 on page no. 73 of the reply)
20.	Amount paid by the complainant	Rs.6,52,889/- (As per SOA dated 06.11.2024 on page no. 73 of the reply)
21.	Email seeking the procedure for surrender of the unit and refund of the paid-up amount	27.05.2019 (As per page no. 42 of the complaint)
22.	Occupation Certificate	29.05.2019 (As per page no. 43 of the reply)
23.	Offer of possession	07.06.2019 (As per page no. 43 of the complaint)
24.	Demand letters	07.07.2016, 23.08.2016, 05.12.2016, 06.01.2017, 08.03.2017, 06.07.2017, 30.10.2017, 11.11.2017, 06.01.2018, 25.07.2018, 07.12.2018, 09.10.2019 & 29.04.2023 (As per page no. 50-63 of the reply)
25.	Reminder letter	07.10.2019 (As per page no. 66 of the reply)
26.	Final notice of demand cum termination	01.05.2023 (As per page no. 69 of the reply)
27.	Publication in various newspapers for payment of outstanding dues	02.05.2023 (As per page no. 72 of the reply)
28.	Cancellation of allotment	28.08.2023

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(As per page no. 46 of the complaint)

The counsel for the complainant states that the complainant ~~has~~ wrote an email to the respondent on 27.05.2019 (page no. 42 of the complaint) stating that he wants to surrender the unit and seeking refund of the paid-up amount but the respondent never replied to the same and in 2023 the respondent cancelled the unit of the complainant and issued a cancellation letter on 28.08.2023 but no refund has been made till date and hence, the complainant is seeking refund of the paid up amount with interest.

The counsel for the respondent states that in email dated 27.05.2019 the complainant has asked for the procedure to surrender the unit. The occupation certificate was received on 29.05.2019 and thereafter the respondent has issued offer of possession on 07.06.2019. The complainant has paid only 45% of the total sale consideration till date and on account of non-payment the respondent has cancelled the unit on 28.08.2023 after following the due procedure established by the Affordable Housing Policy, 2013. The counsel further states that the zero period i.e., 05.09.2014 to 16.05.2016 allowed by the DTCP may be considered while computing the due date of possession.

Arguments heard.

The respondent is directed to refund the entire paid-up amount as per clause 5 (iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with prescribed rate of interest i.e., @11.10% p.a. as prescribed under rule 15 of the Rules, 2017 from the date of each payment till the actual realization of the amount.

Detailed order will follow. Matter stands disposed off.


Vijay Kumar Goyal
Member
03.04.2025