

PROCEEDINGS OF THE DAY
25

Day and Date	Thursday and 22.05.2025
Complaint No.	CR/430/2024 Case titled as Jatin Mehta VS Pareena Infrastructure Private Limited
Complainant	Jatin Mehta
Represented through	Shri Sushil Yadav Advocate
Respondent	Pareena Infrastructure Private Limited
Respondent Represented	Shri Prashant Sheoran Advocate
Last date of hearing	27.02.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was received on 02.02.2024 and registered as complaint no. 430 of 2024 and reply was received on 07.05.2024.

On 15.02.2024, the Authority has directed the respondent not to create third party rights till N.D.O.H. 28.03.2024. Further on 28.03.2024, the stay was extended.

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

S. No.	Particulars	Details
1.	Name and location of the project	"Mi Casa", Sector-68, Gurugram
2.	Nature of the project	Residential
3.	Project area	12.25085 acres
4.	DTCP license no.	i. 111 of 2013 dated 27.12.2013 valid up to 12.08.2024 ii. 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 iii. 94 of 2014 dated 13.08.2014 valid up to 12.08.2024



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**HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CA/430/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

5.	Name of licensee	Pareena Infrastructure Pvt. Ltd. and others
6.	RERA Registered or not registered	Registered 99 of 2017 dated 28.08.2017 Valid up to 30.12.2022
	Extension of registration	12 of 2023 dated 19.06.2023 Valid up to 30.12.2023
7.	Unit no. and floor no.	103 and 15 th floor and Tower-4 (As per page no. 19 of the complaint)
8.	Unit area admeasuring	1483 sq. ft. (Super area) (As per page no. 19 of the complaint)
9.	Date of execution of apartment buyer's agreement	19.09.2015 (As per page no. 13 of the complaint)
10.	Possession clause	13. Completion of Project <i>That the developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located within 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans and specifications seen and accepted by the Flat Allottee(s) ...</i> [Emphasis supplied] (As per page no.26 of the complaint)
11.	Date of start of construction	24.04.2016 (As mentioned in demand letter at page 48 of complaint)
12.	Due date of possession	26.10.2020 (Note: Due date to be calculated 4 years from the date of start of construction i.e., 26.04.2016 plus grace period of 6 months) (Note: Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020)
13.	Payment Plan	Construction linked payment plan (As per page no. 44 of the complaint)

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 अर्तगत गठित प्राधिकरण



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

430/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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14.	Basic sale price	Rs.79,30,342/- (As per summary on dues on page no. 40 of the complaint)
15.	Total sale consideration	Rs.93,43,829/- (As per summary on dues on page no. 40 of the complaint)
16.	Amount paid by the complainant	Rs.58,22,622/- [73% of BSP] (As per cancellation letter on page no. 50 of the complaint)
17.	Application for grant of Occupation certificate (for tower-IV, V)	15.05.2023 (as per page no.16 of reply)
18.	Occupation Certificate/ completion certificate	03.06.2024 [For Tower IV, V, VII (EWS), Community Building & Convenient Shopping] (as per copy of OC submitted by respondent during proceedings dated 08.08.2024)
19.	Offer of possession	Not offered
20.	Demand letters	02.06.2017,07.10.2017,06.09.2018, 09.01.2019,18.07.2019 and 12.08.2019 (As per cancellation letter on page no. 50 of the complaint)
21.	Cancellation letter (due to non-payment)	10.01.2024 (As per page no. 50 of the complaint)

The complainant is seeking relief w.r.t setting aside of cancellation letter dated 10.01.2024, to restore the allotted unit and demanding possession of the unit along with delay possession charges of the unit.

The counsel for the complainant states that the complainant had opted construction linked payment plan and, in pursuance thereof, has already remitted an amount of Rs. 58,22,622/- i.e., 73.42% of basic sale consideration as of July, 2019. Further states that respondent raised the demands without completing the construction for requisite milestone. Moreover, the respondent arbitrary cancelled the allotted unit on 10.01.2024 immediately after a day of issuing demand letter dated 09.01.2024, thereby failing to provide the complainant with sufficient time to make the payment. Moreover,

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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CK/130/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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no pre-cancellation was issued prior to such cancellation to the complainant and the cancellation letter dated 10.01.2024, is arbitrary and unjustified.

Further submits that as per Module Agreement to sale, the respondent has to issue two subsequent demands, and a pre-cancellation providing a period of 30days for making payment of requisite demand, before issuing cancelation letter.

The counsel for the respondent states that the respondent via demand letter dated 08.02.2019 raised a demand of Rs.19lacs approx., which the complainant failed to discharge in a single installment and also defaulted in making timely payments. Further states that the complainant was given multiple opportunities to clear the outstanding dues; the details of payments delayed by the complainant is provided at page 7 of reply and the last payment was made by complainant in July, 2019. Further states that as per buyer's agreement dated 19.09.2015, there is no contractual obligation upon the respondent to issue pre-cancellation letter to the complainant-allottee. And the respondent issued cancellation letter dated 10.01.2024, due to the continued default in payment of outstanding dues, and in terms of the buyer's agreement executed between the parties.

Further states that the complainant has submitted incomplete copy of demand letter dated 09.01.2024 at page 48 of complaint. The complete copy of demand letter is at page 143-144 of reply, as per 2nd page of that demand, it is mentioned that the requisite payment of Rs.39,82,142/- is payable to respondent on or before 23.05.2022.

Arguments heard.

Order reserved.

Detailed order will follow. Matter stands disposed off.

V.1
Vijay Kumar Goyal
Member
22.05.2025