



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		23
Day and Date	Wednesday and 10.07.2024	
Complaint No.	CR/4535/2023 Case titled as Spaze Towers Private Limited VS Archna Kumari	
Complainant	Spaze Towers Private Limited	
Represented through	Shri Harshit Batra Advocate	
Respondent	Archna Kumari	
Respondent Represented	Shri Varun Kumar-husband of the respondent allottee in person	
Last date of hearing	27.03.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint was filed on 25.09.2023 and the reply on behalf of respondent was received on 08.01.2024.		
Sr. No.	Particulars	Details
1.	Name of the project	"Spaze Tristaar", Sector 92, Gurugram, Haryana.
2.	Project area	2.718 acres
3.	Nature of the project	Commercial
4.	DTCP license no. and validity status	72 of 2013 dated 27.07.2013 valid upto 26.07.2017
5.	Name of licensee	Spaze Towers Pvt Ltd
6.	RERA Registered/not registered	Registered 247 of 2017 dated 26.09.2017 valid upto 30.06.2020 Application dated 28.12.2020 filed for extension of registration



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7.	Allotment Letter	22.08.2014 (Page 34 of complaint)
8.	BBA	25.09.2017 (Page 36 of complaint)
9.	Unit no.	0053, Ground Floor (Page 46 of complaint)
10.	Unit Area	Super Area- 305 sq. ft. (Page 46 of complaint)
11.	Possession clause	Clause 11(a) <i>"The Developer based on its present plans and estimates and subject to all just exceptions endeavours to complete construction of the Said Building/Said Unit in terms of the approvals (including the renewal/extended period described therein) and in accordance with the terms of this Agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of the Developer or Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Consideration or any part thereof and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement. In case there is any delay on the part of the Allottee(s) in making of payments to the Developer then notwithstanding rights available to the Developer elsewhere in this Agreement, the period for implementation of the project shall also be extended by a span of time equivalent to each delay on the part of the Allottee(s) in remitting payment(s) to the Developer."</i>
12.	Due date of possession	To be ascertained As per the complainant- 30.12.2020 since the validity of registration certificate was upto 30.06.2020 which was extended upto 30.12.2020 Or



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		25.09.2020 Calculated to be 3 years from date of BBA in terms of Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018
13.	Total sale consideration	Rs. 46,95,173/- (SOA at page 98 of complaint)
14.	Total amount paid by the complainant	Rs. 38,18,909/- (SOA at page 98 of complaint)
15.	Application for grant of occupation certificate	13.10.2020
16.	Occupation certificate	03.05.2021 (Page 112 of complaint)
17.	Offer of possession	05.05.2021 (Page 115 of complaint)

The complainant is seeking following relief :-

1. To direct the respondent to pay the outstanding dues of Rs. 11,82,417/- (calculated till 31.08.2023) and direct that the payment of interest shall keep on accruing till the actual payment of the outstanding amount.
2. To direct the respondent to take the possession of the unit and get the conveyance deed registered, after paying the outstanding dues.
3. To direct the allottee to pay maintenance charges from date of offer of possession.

The husband representing the respondent-allottee states that the complainant-promoter arbitrarily amended the layout plan of the project on 13.11.2018 in contravention of Section 14 of the Act, 2016 and shifted the unit of the allottee from 2nd position from the front to 5th position and further added more units into the project. Therefore, the respondent allottee asked for refund on 04.05.2019 (page 12 of the reply). No response was received on this communication. He states that the allottee does not wish to remain in the project and seeks refund of the complete amount with interest at the prescribed rate.



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The counsel for the complainant-promoter states that the respondent allottee had objected to the increase area and electrification charges only. So far as change in the building plan is concerned, there is no change in the location of the unit of the respondent allottee. So far as compliance of Section 14 of the Act is concerned the counsel for the complainant promoter states that objections were invited from the allottees on 16.11.2018 in compliance with the procedure of DTCP.

Arguments heard.

Order reserved.

Meanwhile both the parties may file written submissions within 15 days with an advance copy to each other.

Matter to come up on **21.08.2024** for pronouncement of order.

Ashok Sangwan
Member
10.07.2024