

PROCEEDINGS OF THE DAY
23

Day and Date	Thursday and 24.04.2025
Complaint No.	CR/4960/2023 Case titled as Mohan K Hathiramani and Babita Hathiramani VS EMAAR MGF Land Developers Limited
Complainant	Mohan K Hathiramani and Babita Hathiramani
Represented through	Shri Harsh Jain Advocate
Respondent	EMAAR MGF Land Developers Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	20.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 26.10.2023 and registered as complaint no. 4960 of 2023 and the reply on behalf of respondent was filed dated 08.02.2024.

On previous date of hearing, the AR of the respondent offered to explore the possibility of amicable settlement with the complainant and handover the possession of the unit to the complainant. Also, both parties were directed to file written submissions within 15 days but none has filed the same.

On last date of hearing, the counsel for the respondent stated that settlement talks are still going on between the parties and sought adjournment to settle the matter amicably. But no settlement deed has been placed on record.

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

S. No.	Particulars	Details
1.	Name of the project	Palm Premier at Palm Hills, Sector 77, Gurugram, Haryana
2.	Area of the project	24.477 acres
3.	DTCP license no.	56 of 2009 dated 31.08.2009 valid up to 30.08.2024
4.	Name of licensee	Robin Software Pvt. Ltd. and another
5.	Unit no.	PH4-76-0701, 7 th floor and Block-76 (As per page no. 39 of the complaint)
6.	Unit area	1950 sq. ft. (Super Area) (As per page no. 39 of the complaint)
7.	Provisional allotment letter	10.01.2011



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/4960/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	dated	(As per page no. 33 of the reply)
8.	Date of execution of buyer's agreement with original allottee i.e., Tanuj Patro	22.06.2011 (As per page no. 37 of the complaint)
9.	Nomination letter	13.06.2012 (As per page no. 101 of the reply)
10.	Possession clause	11. POSSESSION (a) Time of handing over the Possession <i>Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Buyer's Agreement, and not being in default under any of the provisions of this Buyer's Agreement and compliance with all provisions, formalities, documentation etc. as prescribed by the Company, the Company proposes to hand over the possession of the Unit within 33 months from the date of start of construction, subject to timely compliance of the provision of the buyers agreement by the allottee. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of three months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.</i> (Emphasis supplied) (As per page no. 50 of the complaint)
11.	Date of start of construction	28.04.2011 (As per statement of account on page no. 128 of the reply)
12.	Due date of possession	28.04.2014 (Note: Due date to be calculated 33 months from the date of start of construction i.e., 28.04.2011 plus 3 months grace period)
13.	Total consideration	Rs.95,44,788/- (As per statement of account on page no. 128 of the reply)
14.	Total amount paid by the	Rs.99,94,945/-



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CR/1960/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	complainant	(As per statement of account on page no. 128 of the reply)
15.	Occupation certificate	24.12.2019 (As per page no. 118 of the reply)
16.	Offer of possession	02.01.2020 (As per page no. 121 of the reply)
17.	Reminder letters for taking Possession	11.06.2020, 19.08.2020 (As per page no. 126 & 127 of the reply)

The counsel for the complainants states that despite seeking adjournment for exploring amicable settlement, no efforts has been made by the respondent company to settle the matter and possession is also not yet handed over and hence requests for allowing DPC and direction for execution of conveyance deed.

The counsel for the respondent states that after obtaining OC, the offer of possession stands made on 02.01.2020 along with payment of outstanding amount of Rs.4,20,610/- and shall also stamp duty and registration charges to enable handing over of possession. However, despite issuance of multiple reminders, the complainants are not coming forward to take the possession. The respondent is willing to execute CD on payment of outstanding amount and stamp duty and registration charges. Further, a delay compensation of Rs.9,71,741/- has also been adjusted.

Arguments heard.

The respondent is directed to pay the interest to the complainants against the actual paid-up amount at the prescribed rate i.e., 11.10 % p.a. from the due date of possession i.e., 28.04.2014 till valid offer of possession i.e., 02.01.2020 after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

Other relief shall be the part of detailed order.

Detailed order will follow. Matter stands disposed off.

V.1 3
Vijay Kumar Goyal
Member
24.04.2025