



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा मू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.जी. विंगल मू. सिविल लाइन्स, गुरुग्राम, हरियाणा

<b>PROCEEDINGS OF THE DAY</b>		<b>7</b>
Day and Date	Thursday and 23.02.2023	
Complaint No.	CR/537/2021/5143/2019 Case titled as ANJANI KUMAR AVASTHI Vs WONDER CITY BUILDCON PVT.LTD	
Complainant	ANJANI KUMAR AVASTHI	
Represented through	Shri Deepak Kumar Khushalani Advocate	
Respondent	WONDER CITY BUILDCON PVT.LTD	
Respondent Represented	Shri Kapil Madan and Saurabh Gauba Advocates	
Last date of hearing	22.12.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings</b>		
The present complaint has been received on 19.11.2019 and the reply on behalf of respondent was received on 21.09.2021.		
The counsel for the complainant draws the attention of the authority towards the proceedings dated 31.5.2022 vide which the authority has disposed off the said complaint with the directions to the respondent to return the deposited amount alongwith interest @ 9.50% p.a. from the date of each payment till the actual date of refund within 90 days from the date of this order. Later on the respondent has filed an application on 1.6.2022 for clarification in the proceedings dated 31.5.2022 as the above order was passed without hearing either of the parties, this happened due to technical glitch/voice disturbance and requests for re-hearing. Accordingly the case was listed for rehearing on 1.7.2022 none has put appearance from the complainant. The counsel for the respondent had seek short adjournment for filing application for placing the matter before meditation. Accordingly the matter was referred to the meditation vide proceedings dated 9.8.22.		
The counsel for the complainant further states that the above application for mediation was made by the respondent only to re-open the case and to set		



aside the proceedings dated 31.05.2022.

However, the counsel for the respondent states that on the above date, both the counsels had not appeared and attendance had been marked due to technical glitch and non-audible proceedings at that time leading to error in the recording of the proceedings.

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

S. N.	Particulars	Details
1.	Name of the project	"Godrej- aria101", Sector 79, Gurgaon
2.	Nature of the project	Group Housing Project
3.	RERA Registered/ not registered	61 of 2017 from 17.08.2017 upto 28.02.2021
4.	DTCP	47 of 2013 dated 06.06.2013 UPTO 13.08.2024
5.	Name of licensee	Sterling Infrastructure Pvt. Ltd. And ors.
6.	Unit no.	GODARA 0301 3 <sup>rd</sup> floor tower A (Page no. 16 of the CRA)
7.	Carpet Area	1401 sq. ft. (Page no. 16 of the CRA)
8.	Letter of Allotment	09.07.2015 (Page no. 16 of the CRA)
	Date of execution of aba	04.08.2015 (Page 21 of complaint)s
9.	Possession clause	<b>4.2 Possession Time and Compensation</b>



The complainant has sent surrender letter on **10.08.2019**.

The counsel for the complainant states that as per clause 4.3 of the BBA, the developer was to make the final offer of possession within 48 months from the date of issuance of allotment letter alongwith grace period of 12 months which should be inclusive of the above period of 48 months. However, the counsel for the respondent clarifies that as per above clause 4.3 itself, the grace period of 12 months is allowed over and above this 48 months period and hence, due date of possession comes to 09.07.2020 while offer of interim possession was made on 30.08.2019 much before the due date and there is no delay. The cancellation of unit was made on non payment of outstanding amount as the allottee has already made a request for surrender of the unit on 10.08.2019.

The counsel for the respondent further states that as per clause 2.5 read with 2.10 of BBA, deduction of 20% of the basic sale price is provided as earnest money and hence, deduction of this amount should be allowed. However, the cancellation is post RERA and authority has already framed regulation allowing only 10% deduction as earnest money and hence, the promoter is directed to refund the outstanding amount after deduction of 10% as earnest money only and the interest shall be paid from the date of surrender of the unit i.e. 10.08.2019 at the prescribed rate of interest i.e. 10.70% per annum.

Arguments heard.

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

V.K. -   
Vijay Kumar Goyal  
Member  
23.02.2023