



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

33

Day and Date	Tuesday and 28.01.2025
Complaint No.	CR/5329/2022 Case titled as Naveeta Sehgal VS Emaar MGF Land Ltd
Complainant	Naveeta Sehgal
Represented through	Shri Jagdeep Kumar Advocate
Respondent	Emaar MGF Land Ltd
Respondent Represented	Shri Ishaan Dang Advocate
Last date of hearing	22.10.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 09.08.2022 and the reply was received on 27.10.2022.

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

S. No.	Particulars	Details
1.	Name of the project	Gurgaon Greens, Sector 102, Gurugram, Haryana
2.	Project area	13.531 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	75 of 2012 dated 31.07.2012
	Valid till	30.07.2020
	Name of licensee	Kamdhenu Projects Pvt. Ltd. and another C/o Emaar MGF Land Ltd.
5.	HRERA registered/ not registered	Registered vide no. 36(a) of 2017 dated 05.12.2017 for 95829.92 sq. mtrs.
	HRERA registration valid up to	31.12.2018
	HRERA extension of registration vide	01 of 2019 dated 02.08.2019.



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	Extension valid up to	31.12.2019
6.	Unit no.	GGN-26-0301, 3 rd floor, tower no. 26. [annexure P2, page 38 of complaint]
7.	Unit measuring (super area)	1650 sq. ft.
8.	Provisional allotment letter dated	25.01.2013 [annexure P1, page 22 of complaint]
9.	Date of execution of buyer's agreement	08.04.2013 [annexure P2, page 35 of complaint]
10.	Possession clause	14. POSSESSION (a) Time of handing over the Possession <i>Subject to terms of this clause and barring force majeure conditions, subject to the Allottee having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this 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 <u>36 (Thirty Six) months from the date of start of construction</u>, subject to timely compliance of the provisions of the Agreement by the Allottee. The Allottee agrees and understands that the Company shall be entitled to a <u>grace period of 5 (five) months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.</u></i> (Emphasis supplied) [annexure P2, page 51 of complaint]
11.	Date of start of construction as per statement of account	25.06.2013



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

	dated 19.07.2022 at page 88 of complaint	
12.	Due date of possession	25.11.2016 (Note:- 5 months grace period being allowed)
13.	Total consideration as per statement of account dated 19.07.2022 at page 88 of complain	Rs.1,04,60,360/-
14.	Total amount paid by the complainant as per statement of account dated 19.07.2022 at page 89 of complaint	Rs.1,04,84,738/-
15.	Occupation certificate	16.07.2019 [annexure R7, page 134 of reply]
16.	Offer of possession	19.07.2019 [annexure R9, page 138 of reply]
17.	Unit handover letter dated	11.11.2019 [annexure R10, page 145 of reply]
18.	Conveyance deed executed on	13.01.2020 [annexure R11, page 150 of reply]
19.	Delay compensation already paid by the respondent in terms of the buyer's agreement as per statement of account dated 19.07.2022 at page 89 of complaint	Rs.4,25,564/-

The complainant is seeking delayed possession charges, to return Rs.1,12,576/- unreasonably charged by the respondent by increasing sale price after execution of buyer's agreement between the respondent and the complainant, return Rs.4,95,000/- for reducing the size of central greens from 8 acres to 1.22 acres, return Rs.3,30,000/- on the ground of flat not facing joggers park and for reducing the size of jogger's park for creating open parking and Direct the respondent to return entire amount paid as GST tax by the complainant w.e.f. 01.07.2017 till 24.07.2019 and to remove the lien marked over FD of ₹ 2,23,669/- in favor of the respondent on the ground



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of future payment of HVAT for the period of 01.04.2014 to 30.06.2017 and also direct the respondent to assist the process of removing lien from the complainant's bank by providing NOC for the same.

The counsel for the complainant submitted that the respondent did not provide the joggers track even after taking huge PLC charges in the name of joggers' track. The complete view of jogger's park is restricted by the staircase of tower 26 and the respondent has also reduced the size of jogger's park by creating an extra open parking space in the project.

On the other hand, the respondent submitted that the project has been constructed strictly in accordance with the sanctioned plans. Furthermore, structural changes, if any, in the project have been carried out strictly in accordance with the provisions of law. The quantum of PLC is matter of record. Moreover, preferential location of the unit is not exclusive to the ocular aspect thereof.

As per clause 1.2(e)(i) of the buyer's agreement, the following provisions have been made regarding PLC:

1. "1.2(e) Preferential Location Charges

- (i) *The proportionate amount of the preferential location charges ('PLC') for certain units in the Project which inter alia would be charged for Central Greens for Rs.4,95,000/-, Joggers Park Facing for Rs.3,30,000/-, Third Floor for Rs.82,500/- and if the Allottee opts for any such Unit, the PLC for the same shall be included in the Total Consideration payable by the Allottee as set out in clause 1.2(a)(i) above for the said Unit.*
- (ii) *The Allottee understands that if due to change in layout plan, the location of any Unit, whether preferentially located or otherwise is changed to any other preferential location, where the PLC are higher than the rate as mentioned hereinabove, then in such a case the Allottee shall be liable to pay the PLC as per the revised PLC decided by the Company within thirty (30) days of any such communication received by the Allottee in this regard. However, if due to the change in the layout plan the Unit ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest and/or compensation and/or damages and/or costs of any nature whatsoever and such refund shall be adjusted in the following installment for the Unit."*

Further, with regard to PLC charges, LC Mr. Sumit Nain and Neeraj were appointed to visit the site and submit a fact-finding report on the issue of complainant's unit being preferentially located.



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However as per the report of LC was received on 11.01.2024 jt is stated that :-

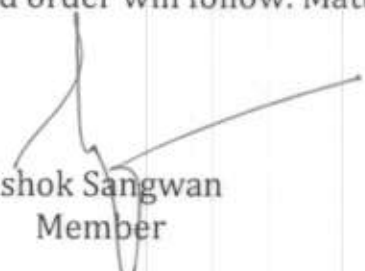
- A. *The Central Green view in the project is not visible from the complainant unit as the same is obstructed by the community building and washrooms constructed on the podium for swimming pool. Therefore, the complainant unit is not preferentially located for central green facing for which PLC has been charged by the promoter.*
- B. *The Jogger Park is partially visible form the complainant unit. Therefore, the complainant unit is preferentially located for jogger park facing for which PLC has been charged by the promoter.*

Counsel for the respondent further states that the conveyance deed in the present matter, already executed on 13.01.2020.

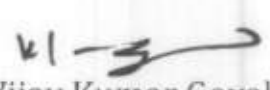
Arguments heard.

In view of the above, delayed possession charges are allowed to the complainant @ prescribed rate of interest i.e. 11.10% per annum from the due date of possession i.e. from 25.11.2016 to 19.07.2019 plus two months or actual handing over of possession whichever is earlier. Direction on other reliefs shall be part of the main order.

Detailed order will follow. Matter stands disposed off.


Ashok Sangwan
Member


Arun Kumar
Chairman
28.01.2025


Vijay Kumar Goyal
Member