

PROCEEDINGS OF THE DAY		10 and 11
Day and Date	Thursday and 07.03.2024	
Complaint No.	CR/4081/2021 Case titled as Emaar MGF Land Ltd VS Dr. Anjana Gosain CR/6145/2022 Case titled as Anjana Gosain VS EMAAR MGF LAND LIMITED	
Complainant	Emaar MGF Land Ltd	
Represented through	Shri Harshit Batra, Advocate in CR No.4081/2021 on behalf of the complainant. None for the respondent	
Respondent	Dr. Anjana Gosain	
Respondent Represented through	None for the complainant in CR No.6145/2022 Shri Dhurv Rohtagi, Advocate for respondent.	
Last date of hearing	21.12.2023	
Proceeding Recorded by	H.R.Mehta	
Proceedings The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Imperial Garden" being developed by the same respondent/promoter i.e., Emaar MGF Land Ltd. The aforesaid complaints were counter filed by the parties against each other on account of violation of the buyer's agreement executed between the parties in respect of said unit. The facts of both the complaints filed by the complainants are similar. Out of the above-mentioned case, the particulars of lead case CR/4081/2021 Emaar		



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/4081/2022 CR/6145/22

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. बिघाम गृह, सिविल लाईन्स, गुरुग्राम, हरियाणा

MGF Land Ltd Vs Dr. Anjana Gosain. are being taken into consideration for determining the rights of the parties.

Sr. No.	Particulars	Details
1.	Name of the project	Imperial Garden, Sector 102, Gurugram, Haryana
2.	Total area of the project	12 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	107 of 2012 dated 10.10.2012
	Validity of license	09.10.2020
	Licensee	Kamdhenu Projects Pvt. Ltd.
	Area for which license was granted	12 acres
5.	Registered/not registered	Registered in two phases i. 208 of 2017 dated 15.09.2017 [Valid up to 31.12.2018 for 49637 sq. mtrs. and extension granted vide no.3/2019 dated 02.08.2019 which is extended up to 31.12.2019] ii. 14 of 2019 dated 28.03.2019(Phase II) [Valid up to 17.10.2018 for 4.57 acres]
6.	Occupation certificate granted on	17.10.2018 [annexure C4, page 29 of complaint]
7.	Unit no.	IG-09-0204, 2 nd floor, building no. 09 [annexure C6, page 49 of complaint]
8.	Area of the unit	2000 sq. ft
9.	Provisional allotment letter issued on	28.02.2013 [annexure C5, page 31 of complaint]
10.	Date of execution of buyer's agreement	07.06.2013 [annexure C6, page 46 of complaint]
11.	Possession clause	14. POSSESSION (a) Time of handing over the Possession 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>42 (Forty Two) 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 3 (three) months after the expiry of said period of 42 months, for applying and</u>

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 अर्हतगत गठित प्राधिकरण



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हरियाणा भू-संभदा विनियामक प्राधिकरण, गुरुग्राम
CR/4081/2021 & CR/6145/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. हा. विन्ध्याम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		<u>obtaining the completion certificate/ occupation certificate in respect of the Unit and/or the Project.</u> (Emphasis supplied) [annexure C6, page 64 of complaint]
12.	Date of start of construction as per the payment request letter dated 18.10.2013 at page 112 of complaint	11.11.2013
13.	Due date of possession	11.05.2017 [Note: Grace period is not included]
14.	Total consideration as per payment plan annexed with the buyer's agreement at page 80 of complaint	Rs. 1,47,91,387/-
15.	Total amount paid by the respondent-allottee as per calculation sheet (as on 13.09.2021) submitted by the complainant at page 205 of complaint	Rs.1,40,30,373/-
16.	Offer of possession	31.10.2018 [annexure C9, page 178 of complaint]
17.	Legal notice sent by the respondent seeking refund of the amount paid by the respondent allottee on	09.07.2019

The complainant/builder in compliant no. 4081/2021 has sought following reliefs:

- Direct the respondent-allottee to pay outstanding dues of Rs.30,53,947/- along with interest at the prescribed rate as per the rules and to take possession of the subject unit & execute the conveyance deed.

The complainant/allottee in compliant no. 6145/2022 has sought following reliefs:

- Direct the respondent to refund the total amount of Rs.1,49,34,904/- along with prescribed rate of interest as per the Act from the date of payment till date of actual realization.
- To pay litigation cost of Rs.2,00,000/-.



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CR/4081/2021 ECR/6145/22

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. हा. विन्यास गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

Arguments heard.

Delayed possession charges are allowed at the prescribed rate of interest i.e 10.85% per annum from the due date of possession 11.5.2017 till offer of possession i.e. 31.10.2018 after obtaining occupation certificate plus two months, which is earlier. Respondent shall issue revised account statement after adjustment of the delayed possession charges.

Matter stands disposed off. Detailed orders will follow.

V1-3
Vijay Kumar Goyal
Member
07.03.2024