

PROCEEDINGS OF THE DAY		30
Day and Date	Friday and 01.09.2023	
Complaint No.	CR/6240/2022 Case titled as Ved Prakash Salgotra and Anjali Salgotra Vs Imperia Wishfield Private Limited	
Complainant	Ved Prakash Salgotra and Anjali Salgotra	
Represented through	Shri Gulab Singh Jarodia Advocate	
Respondent	Imperia Wishfield Private Limited	
Respondent Represented	Mr. Nadeem Arman Advocate	
Last date of hearing	21.07.2023	
Proceeding Recorded by	Naresh Kumari	

Proceedings

The present complaint was filed on 29.09.2022 and reply on behalf of respondent was filed on 03.08.2023.

S. No.	Heads	Details
1.	Project name and location	"Elvedor" at sector 37C, Gurgaon, Haryana
2.	Project area	2 acres
3.	Nature of project	Commercial Project
4.	RERA registered/not registered	Not registered
5.	DTPC license no. & validity status	47 of 2012 dated 12.05.2012 Valid/renewed up to- 11.05.2016 Licensee- M/s Prime IT Solutions Pvt. Ltd.
6.	Date of execution of buyer agreement	17.08.2015 (page no. 21 of complaint)



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

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

New PWD Rest House, Civil Lines, Gurugram, Haryana

7.	Unit No.	E.097B5, Ground Floor, Tower Evita (page no. 27 of complaint)
8.	Unit area admeasuring	166 sq. ft. (page no. 27 of complaint)
9.	Possession clause	11(a) Schedule for possession of the said unit The company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the said building/said unit within a period of sixty(60) months from the date 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 company 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 price and other charges and dues/payments mentioned in this agreement or any failure on the part of the allottee to abide by all or any of the terms and conditions of this agreement.
10.	Due date of delivery of possession as per clause 11(a)	17.08.2020 (due date is calculated from the date of agreement i.e., 17.08.2015)
11.	Total consideration	Rs. 19,11,451/- (as per statement of account dated 12.06.2023 annexed on page no. 17 of reply)
12.	Total amount paid by the complainant	Rs. 7,67,305/- (as per statement of account dated 12.06.2023 annexed on page no. 17 of reply)
13.	Occupation certificate	Not obtained


14.	Date of offer of possession to the complainant	Not offered
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The counsel for the complainant is seeking refund as the due date of possession of unit was 17.08.2020 and the respondent has not yet even applied for occupation certification, hence, the refund should be allowed in this case.

The counsel for the respondent states that they have filed an application for impleadment of M/s Prime IT Solutions Pvt. Ltd. in this case as the licence is in the name of M/s Prime IT Solutions Pvt. Ltd and Imperia Wishfield Pvt. Ltd. is a collaborator/developer.

In such type of cases the authority has already taken a view to go ahead with M/s Imperia Wishfield Pvt. Ltd. only, hence, the refund is hereby allowed alongwith prescribed rate of interest i.e. 10.75% per annum from the date of each payment till its realization.

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


Sanjeev Kumar Arora
Member
01.09.2023