



HARERA
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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		48
Day and Date	Thursday and 09.01.2025	
Complaint No.	CR/6669/2022 Case titled as Seema Sachdev VS ADTV COMMUNICATION PVT LTD	
Complainant	Seema Sachdev	
Represented through	Shri Jasmeet Singh proxy counsel	
Respondent	ADTV COMMUNICATION PVT LTD	
Respondent Represented through	None	
Last date of hearing	12.12.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been received on 06.10.2022 and the reply on behalf of respondent has not been received within the stipulated time period despite service of notice. Therefore, in view of orders dated 19.10.2023, the defence of the respondent stands struck off. Succinct facts of the case as per complaint and reply are as under:		
S. N.	Particulars	Details
1.	Name of the project	ALOHA
2.	Project location	Sector 57, Gurugram
3.	Nature of Project	Residential Complex
4.	Unit No.	301, 3 rd Floor, Tower-B4 [page no. 53 of the complaint]
5.	Unit area acc to BBA	2910 sq. ft. [page no. 55 of the complaint]
6.	Revised area of unit on basis of Annexure-12 of the complaint	3230 sq. ft [page 124 onwards of the complaint]
7.	Allotment Letter	09.10.2009 [page no. 50 of the complaint]
8.	Buyer Agreement	09.10.2009 [page no. 53 of the complaint]



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9.	Possession clause	10. Schedule For Possession of the said Premises <i>The possession of the said premises is likely to be delivered by the company to the Allottee within 36 months from the date of start of the construction of the tower in which the said flat is located or from the execution of this agreement whichever is later, subject to force majeure circumstances, & on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the Payment Plan applicable to the Allottee.</i> [page 59 of the complaint]
11.	Sale consideration	Rs. 1,04,95,850/- [page no. 55 of the complaint]
12.	Amount paid by the complainant	Rs. 1,21,67,193.42 /- [As per SoA at page no. 84 of the complaint]
13.	Occupation certificate	Not Obtained
14.	Offer of possession	Not Offered

As the matter is proceeded ex-parte, the counsel for the complainant states that receipts pertaining to total amount paid has been already placed on record. As the complainant has been charged for wrong/ forged super area of 260 sq. ft., the complainant wishes refund of the amount along with interest for wrong/ forged super area.

Arguments heard. Order reserved.

Matter to come up on **30.01.2025** for pronouncement of order.

V. I.
Vijay Kumar Goyal
Member
09.01.2025