



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 | | 53 |
|-------------------------------|---|-----------|
| Day and Date | Tuesday and 08.08.2023 | |
| Complaint No. | CR/7235/2022 Case titled as Gurjender Pal Singh Birk Vs Imperia Wishfield Private Limited | |
| Complainant | Gurjender Pal Singh Birk | |
| Represented through | Shri Satyawan Kudalwal Advocate | |
| Respondent | Imperia Wishfield Private Limited | |
| Respondent Represented | Shri Roopam Sharma proxy counsel | |
| Last date of hearing | 18.04.2023 | |
| Proceeding Recorded by | Naresh Kumari and HR Mehta | |

Proceedings

The present complaint was filed on 06.12.2022 and reply on behalf of respondent was filed on 13.04.2023.

| S. N. | Particulars | Details |
|--------------|----------------------------------|---|
| 1. | Name and location of the project | "Elvedor" at Sector 37 C, Gurugram |
| 2. | Nature of the project | Commercial Project |
| 3. | Project area | 2 acres |
| 4. | DTCP license no. | 47 of 2012 dated 12.05.2012 valid upto 11.05.2016 |
| 5. | Name of licensee | M/s Prime IT Solutions Pvt. Ltd. |
| 6. | RERA Registered/ not registered | Not registered |
| 7. | Unit no. | I_031, Ground Floor, Tower IBIS |



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CR 123/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

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|-----|------------------------------------|--|
| | | (page no. 22 of complaint) |
| 8. | Unit area admeasuring (super area) | 379 sq. ft. (page no. 22 of complaint) |
| 9. | Date of booking | 24.09.2012 (as per payment receipt on page no. 18 of complaint) |
| 10. | Date of allotment letter | 06.05.2013 (page no. 22 of complaint) |
| 11. | Date of builder buyer agreement | Not executed |
| 12. | Possession clause | Not provided |
| 13. | Due date of possession | Cannot be ascertained |
| 14. | Total sale consideration | Rs. 37,25,901/- (as per the statement of account on page no. 16 of reply) |
| 15. | Amount paid by the complainant | Rs. 8,04,875/- [as per the statement of account on page no. 16 of reply] |
| 16. | Occupation certificate | Not obtained |
| 17. | Offer of possession | Not obtained |

On the last date of hearing, the respondent had filed an application for impleadment of M/s Prime IT Solutions Pvt. Ltd. on the grounds that the present respondent company has been created as a joint venture between the respondent and M/s Prime IT Solutions Pvt. Ltd. for the purpose of this project. A compromise decree was passed on 12.01.2016 in the Gurugram Civil Court between the two entities. The matter was fixed for today for filing of reply by the counsel for the complainant w.r.t impleadment application.



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हरियाणा भू-संपदा विनियमक प्राधिकरण, गुरुग्राम
CR 6395/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

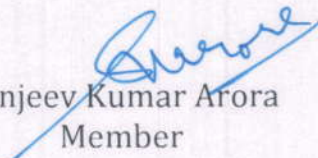
The counsel for the complainant contests the impleadment application on the grounds that the allotment as well as payment in the present matter was made to and by M/s Imperia Wishfield Pvt. Ltd. and the complainant was not privy to the compromise agreement between M/s Prime IT Solutions Pvt. Ltd and M/s Imperia Wishfield Pvt. Ltd. He further states that the matter has been settled in a number of cases where orders (In CR No.6395/2022 to 6399/2022) have been announced by this authority declining the impleadment of M/s Prime IT Solutions Pvt. Ltd.


Arguments for impleadment of M/s Prime IT Solutions Pvt. Ltd. heard. The application is declined since the BBA was signed between the complainant and the respondent and the complete amount of consideration was paid by the complainant to the respondent who is M/s Imperia Wishfield Pvt. Ltd. Further, the complainant was not privy to the compromise agreement between the respondent and M/s Prime IT Solutions Pvt. Ltd. The respondent cannot shy away from its responsibility w.r.t the obligation towards the complainant.

Arguments on the main case heard.

Refund is allowed alongwith prescribed rate of interest i.e. 10.75% per annum from the date of each deposits till its realization.

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


Sanjeev Kumar Arora
Member


Ashrok Sangwan
Member
08.08.2023