

PROCEEDINGS OF THE DAY		54
Day and Date	Thursday and 13.02.2025	
Complaint No.	CR/994/2024 Case titled as Piyush Jain VS Pareena Infrastructure Private Limited	
Complainant	Piyush Jain	
Represented through	Shri Praful Bhardwaj proxy counsel	
Respondent	Pareena Infrastructure Private Limited	
Respondent Represented through	Shri Prashant Sheoran Advocate	
Last date of hearing	23.01.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 19.03.2024 and registered as complaint No. 994 of 2024 and reply is received on 12.06.2024.

On last date of hearing (i.e., 26.09.2024), the respondent was restrained to create any third party right in the unit of the complainant, Further continued on 10.10.2024.

The succinct facts of the case as per complaint and annexures are as follows:

S. No.	Particulars	Details
1.	Name and location of the project	"Laxmi Apartments", Sector-99A, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	10.5875 acres
4.	DTCP license no.	10 of 2013 dated 12.03.2013 Valid up to 11.03.2024
5.	Name of licensee	Monex Infrastructure Pvt. Ltd.
6.	RERA Registered or not registered	Registered Vide no. GGM/419/151/2020/335 dated 16.10.2020



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR/994/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		Valid up to 11.03.2024
7.	Unit no. and floor no.	406 on 4 th floor and Tower-2 (As per page no. 17 of the complaint)
8.	Unit area admeasuring	453.541 sq. ft. (Carpet area) (As per page no.17 of the complaint)
9.	Provisional allotment letter	18.11.2015 (As per page no.12 of the complaint)
10.	Date of execution of apartment buyer's agreement	25.01.2016 (As per page no.16 of the complaint)
11.	Possession clause	8.1 EXPECTED TIME FOR HANDING OVER POSSESSION <i>Except where any delay is caused on account of reasons expressly provided for under this agreement and other situations beyond the reasonable control of the company and the subject to the company having obtained the occupation/completion certificate from the competent authority(ies), the company shall endeavour to complete the construction and handover the possession of the said apartment within a period of 4 years from the date of grant of environmental clearance or within 4 years from the date of grant of sanction of building plans for the project, whichever is later, subject to timely payment by the allottee of all the amounts payable under this agreement and performance by the allottee of all other obligations hereunder.</i> (As per page no. 28 of the complaint)
12.	Date of Environment Clearance	15.03.2016 (As per page no. 28 of the reply)
13.	Date of approval of building plan	26.03.2015 (as per para 5 at page 5 of reply)
14.	Due date of possession	15.03.2020 (Note: Due date to be calculated 4

		years from the date of environment clearance i.e., 15.03.2016, being later)
15.	Payment Plan	Time linked payment plan (As per schedule of payments on page no.39 of the complaint)
16.	Total sale consideration	Rs.18,64,163/- (As per page no.20 of the complaint)
17.	Amount paid by the complainant	Rs.23,97,441/- [Rs.18,97,441/- against the allotted unit and Rs.5,00,000/- against the amount borrowed by the complainant for treatment of his father] (As alleged by complainant at page 4 & 10A of the complaint)
18.	Occupation Certificate/ completion certificate	09.07.2021 (As per page no.25 of the reply)
19.	Offer of possession	16.07.2021 (As per page no.41 of the complaint)
20.	Reminder letters for payment with OFP	13.09.2021, 20.01.2022 & 02.05.2022 (As per page no. 213-2016 of reply)
21.	News Paper publication [one in hindi news papar i.e., Apna Sehar Delhi & second in English news paper i.e., The Times of India]	05.02.2024 (As per page no. 223-224 of reply)
22.	Cancellation Letter	20.02.2024 (As per page no.47 of the complaint)
23.	Reminder for collection of refundable cheques	02.04.2024 (As per page no. 220 of reply)

The complainant has sought following reliefs:

1. To pay DPC as per clause 8.1 of BBA.
2. To handover the possession and registration of CD.
3. Direct the respondent not to create third party interest.
4. Not to cancel the allotment, as already received total sale consideration.
5. Direct the respondent to provide proper legal justification for demand raised through OFP.
6. Award pendent lite interest as per rules from the date of payment of amount till its realization.



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CR/1994/2024

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7. Direct the respondent to complete the basis infrastructure and provide all basic amenities make it habitable before handing over of physical possession.

The counsel for the complainant states that after receipt of 100% of sale consideration as mentioned in buyer's agreement, the respondent-promoter has unilaterally and arbitrarily cancelled the subject unit and hence requested for setting aside the cancellation letter dated 20.02.2024 and direct the respondent to restore the allotment.

Further states that the due date for handing over of the possession as per BBA and Affordable Housing Policy, 2013 was 15.03.2020 and OC was obtained by the respondent only on 09.07.2021 and requests for delay possession charges as well as execution of registered conveyance deed.

The counsel for the respondent states that the occupation certificate was obtained on 09.07.2021 and after receipt of OC, on 16.07.2021 the complainant was offered possession of subject unit and also requested for payment of outstanding amount of Rs.1,95,000/-, which the complainant never paid. Further states that the complainant has only made a payment of Rs.18,97,441/- and the unit was cancelled on account of non-payment of outstanding dues of Rs.1,95,000/- as per demand letter issued by the respondent on 16.07.2021. Further states that the respondent issued several reminders for payment on 13.09.2021, 20.01.2022 and 02.05.2022, and thereafter the respondent has issued list of defaulters in two news-papers on 05.02.2024 and cancelled the unit on 20.02.2024.

Upon this the counsel for the complainant states that the respondent has claimed some additional charges in that demand payment on account of additional area charges, administrative charges, labour cess charges, meter connection charges, EEC, IFSD, advance electricity consumption deposit and advance maintenance charges, which were not legitimate.

Also, in November, 2015 the complainant has taken Rs.5,00,000/- from the respondent for treatment of father of complainant and separately entered into undertaking-cum-consent on 06.11.2015.

The counsel for the complainant states that the complainant has paid an amount of Rs.18,97,441/- against the allotted unit and an amount of Rs.5,00,000/- was taken for the treatment of his father was refunded to the respondent in multiple transaction.

Arguments heard.



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Order reserved.

Detail order will follow.

Vijay Kumar Goyal
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Member
13.02.2025