

<b>PROCEEDINGS OF THE DAY</b>		33
Day and Date	Thursday and 08.09.2022	
Complaint no.	CR/2795/2021 Case titled as Rajan Gupta Vs Emaar India Ltd. (Formerly known as Emaar MGF Land Ltd.)	
Complainant	Rajan Gupta	
Complainant represented	Shri Garvit Gupta Advocate	
Respondent	Emaar India Ltd. (Formerly known as Emaar MGF Land Ltd.)	
Respondent represented through	Shri Harshit Batra Advocate	
Last date of hearing	18.05.2022	
Proceeding recorded by	Naresh Kumari and H.R. Mehta	

### Proceedings

The present complaint has been received on 30.07.2021 and the reply was received on 12.10.2021.

Succinct facts of the case as per complaint and reply are as under:

Sr. No.	Particulars	Details
1.	Name of the project	Palm Gardens, Sector 83, Gurugram, Haryana
2.	Total area of the project	21.90 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	108 of 2010 dated 18.12.2010
	Validity of license	17.12.2020
	Licensee	Logical Developers Pvt. Ltd. and 2 others

CA/219/22

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	Area for which license was granted	21.9 acres
5.	HRERA registered/ not registered	<b>Registered vide no.330 of 2017 dated 24.10.2017 (1,2,6,8 to 12 and other facilities and amenities)</b>
	HRERA registration valid up to	31.12.2018
	HRERA extension of registration vide	<b>02 of 2019 dated 02.08.2019</b>
	Extension valid up to	31.12.2019
6.	Occupation certificate	02.05.2019 [annexure R7, page 229 of reply]
7.	Provisional allotment letter issued in favour of the original allottee () dated	07.03.2011 [annexure R1, page 29 of reply]
8.	Unit no.	PGN-06-0904, 9 <sup>th</sup> floor, tower 06 [annexure P1, page 38 of complaint]
9.	Area of unit	1720 sq. ft.
10.	Date of execution of buyer's agreement executed between the original allottee and the respondent	07.04.2011 [annexure P1, page 36 of complaint]
11.	The complainant is a subsequent allottee	The complainant has been acknowledged as allottee by the respondent vide nomination letter dated 09.05.2012 [Page 86 of reply]
12.	Possession clause	<b>10. POSSESSION</b> <b>(a) Time of handing over the Possession</b> <i>Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Buyer's Agreement, and not being in default under</i>



23/09/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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		<p><i>any of the provisions of this Buyer's 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 <b>within 36 (Thirty Six) months from the date of start of construction</b>, subject to timely compliance of the provisions of the Buyer's Agreement by the Allottee. The Allottee(s) agrees and understands that the Company shall be entitled to a <b>grace period of 3 (three) months, for applying and obtaining the completion certificate/ occupation certificate in respect of the Unit and/or the Project.</b></i></p> <p>(emphasis supplied)</p>	
13.	Date of start of construction as per the statement of account dated 23.09.2021 at page 152 of reply	09.08.2012	
14.	Due date of possession	<b>09.08.2015</b> [Note: Grace period is not allowed]	
15.	Total consideration	As per the statement of account dated 23.09.2021 at page 152 of reply	As per payment plan annexed with the buyer's agreement
		Rs. 90,07,446/-	Rs.88,61,072/-
16.	Total amount paid by the complainant as per the statement of account dated 23.09.2021 at page 154 of reply	Rs. 90,07,447/-	
17.	Offer of possession	09.05.2019 [annexure P8, page 162 of complaint]	
18.	Unit handover letter dated	08.11.2019	



**HARERA**  
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**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम  
नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		[annexure R10A, page 247 of reply]
19.	Delay compensation already paid by the respondent in terms of the buyer's agreement as per statement of account dated 23.09.2021 at page 152 of reply	Rs.9,02,647/- + Rs.5,41,588/-

The complainant is seeking the following reliefs:

1. Direct the respondent to return the excess amount taken from the complainants, on account of difference between the actual area of the unit i.e., 1585 sq. ft. and area promised in the agreement i.e., 1720 sq. ft.
2. Direct the respondent to return the amount of PLC of Rs.6,02,000/- charged on account of 'Green View' unit.
3. Direct the respondent to return maintenance charges paid as that can be charged only from the date of handing over possession and not prior to that.
4. Direct the respondent to make the payment of interest on account of excess EDC for the period of July, 2016 to September 2016.
5. Waive the HVAT and other taxes paid by the complainant to the respondent.
6. Direct the respondent to make the payment of interest on amount received on account of early payment rebate.
7. Direct the respondent to charge interest on delayed payment on equitable rate as per the rules.

It was brought to the notice of the authority that the present complainant has approached Hon'ble NCDRC in CC/3591/2017 titled as **Rajan Gupta Vs. Emaar MGF Land Ltd.** seeking various relief. The said complaint was disposed of vide order dated 20.02.2020 in terms of settlement agreement forming part of the order.

The attention of the authority was drawn towards settlement agreement filed before the NCDRC, New Delhi on page 232 of the reply (Annexure R8) wherein it is categorically stated that the matter has been amicably settled between the parties and filed a copy of the Settlement Agreement dated

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016  
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण  
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16





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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/215/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana


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

25.09.2019 which is taken on record. The complaint is, therefore, disposed off in terms of Settlement Agreement which shall form part of the Order.

Keeping in view the above order of NCDRC, the present complaint stands disposed off. File be consigned to the registry.

  
Sanjeev Kumar  
Arora  
Member

  
Ashok Sangwan  
Member

  
Dr. KK Khandelwal  
Chairman  
08.09.2022