

PROCEEDINGS OF THE DAY
55

Day and Date	Tuesday and 20.05.2025
Complaint No.	CR/4330/2023 Case titled as DR ARUNDHATI KAR AND DR TANGI RAJDEV PATRO VS Anant Raj Limited
Complainant	DR ARUNDHATI KAR AND DR TANGI RAJDEV PATRO
Represented through	Shri Rakesh Sharma Advocate
Respondent	Anant Raj Limited
Respondent Represented	Ms. Shivani Dang Advocate
Last date of hearing	06.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings-cum-order

The present complaint was received on 27.09.2023 and the reply was received on 04.01.2024.

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

S. No.	Particulars	Details
1.	Name of the project	"Anant Raj Estate", Sector-63A, Gurgaon
2.	Nature of project	Residential plotted colony
3.	RERA registered/not registered	Registered vide registration no. 142 of 2017 dated 28.08.2017
4.	DTPC License no.	119 of 2011 dated 28.12.2011
	Validity status	71 of 2014 dated 29.07.2014
	Licensed area	27.12.2019 28.07.2024
		100.262 acres 7.8625 acres



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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/4330/23

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विभाग गृह, सिविल लाईन, गुरुग्राम, हरियाणा

	Name of licensee	M/s Rose Realty Pvt. Ltd. & others	M/s Glaze Properties Ltd & others
5.	Provisional allotment letter	01.07.2015 [As per page no. 13 of complaint]	
6.	Independent floor no.	297, in pocket -B [As per page no. 26 of reply]	
7.	Unit area admeasuring	252 sq. Yds. [As per page no. 26 of reply]	
8.	Date of buyer agreement	24.09.2015 [As per page no. 25 of reply]	
9.	Possession clause	<p>Clause 5.2 Completion and handing over the Estate Bungalow: 5.2.1 The Developer shall endeavor to complete the construction of the Estate Bungalow as per Specifications and in compliance with the terms and conditions of this Buyer Agreement, subject to provisions of clause (Building Plans and Modifications) and compliance of the Buyer of the terms of this Agreement and Payment Pion and after Completion, upon payment of the entire Sale Considerations, Taxes and Other Charges, shall handover possession of the Estate Bungalow ("Hand Over") within a period of 36 (thirty six) months from the date of execution of this Buyer Agreement, with a further grace period of 4(four) months ("Tentative Handover Date"), in the manner as provided in clause, irrespective of date of said Application Form or the date of issue of the Allotment Letters. Provided however, that such Tentative Handover Date shall be subject to such extension as may be necessary in case of delays caused on account of any Force Majeure Event. (Page 23 of complaint)</p>	

CA/4330/2023

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10	Due date of possession	24.01.2019 (Calculated from date of agreement i.e., 24.09.2015) (Grace period of 4 months is allowed being unconditional)
11	Sale Consideration	3,32,40,540/- (Page 90 of reply)
12	Amount paid by the complainants	Rs.89,86,683/- [As mention in the cancellation letter dated 11.01.2022 at page 95 of reply]
13	Home loan taken by the complainant from ICICI Bank	19.06.2015 of Rs. 2,50,00,000/-
14	Notice/Demand letters dated	17.12.2018, 08.01.2019, 08.05.2019, 19.06.2019, 25.03.2021, 05.08.2021, 18.08.2021, 02.09.2021, 11.11.2021 (Page 88-94 of reply)
15	Occupation certificate	Not annexed
16	Offer of possession	Not offered
17	Notice/Demand letters dated	17.12.2018, 08.01.2019, 08.05.2019, 19.06.2019, 25.03.2021, 05.08.2021, 18.08.2021, 02.09.2021, 11.11.2021 (Page 88-94 of reply)
18	Cancellation letter dated	11.01.2022 (Page 95 of reply)
19	Letter issued by ICICI declaring the loan account of the complainant as NPA	20.01.2023 (As alleged by the respondent in its reply at page 10)
20	Summons issued against the complainant by DRT-II, Chandigarh	11.12.2023 (Page 100-102 of reply)
21	Permission to mortgage sent by respondent to ICICI bank	25.09.2015 vide which respondent agreed to pay back the amount received by the bank.



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(Page 103 of reply)

The complainant is seeking the following relief(s):

1. Direct the respondent to handover the actual physical possession of the villa in question and also to execute the conveyance deed in favor of the complainant.
2. Direct the respondent to pay delayed possession charges @12% to the complainants from July 2018 till the time of actual handover the possession.
3. To declare the cancellation issued by the respondent of the unit as null and void.
4. To restraining the respondent to further re-allot/sell of the said unit the final decision of the said complaint.

The counsel for the complainant contented that the complainant was ready to pay the dues after adjusting the DPC. However, the respondent contended that the last payment was made in the year 2015 by the complainant. Also, the complainant has already been declared as NPA since 20.01.2023 and SARFAESI proceedings have already been initiated against them. The matter is also pending against them in DRT-II, Chandigarh and summons have also been issued against them

In view of the above, the present complaint is dismissed as the matter is subjudice in DRT-II, Chandigarh. File be consigned to the registry.

Ashok Sangwan
Member

Arun Kumar
Chairman
20.05.2025

Vijay Kumar Goyal
Member