

PROCEEDINGS OF THE DAY

Day and Date	Tuesday and 05.03.2019
Complaint No.	1219/2018 case titled as Manju Tiwari Vs M/s Imperia Wishfield Private Limited
Complainant	Manju Tiwari
Represented through	Mr. Pradeep Tiwari, husband of the complainant with Shri Parikshit Kumar Advocate
Respondent	M/s Imperia Wishfield Private Limited
Respondent Represented through	Mr.Rohit Sharma, authorized representative with the J.K.Dang, Advocate
Last date of hearing	24.01.2019
Proceeding Recorded by	S L. Chanana & H R Mehta

Proceedings**Project is not registered with the authority.**

Since the project is not registered, as such, notice under section 59 of the Real Estate (Regulation & Development) Act, 2016, for violation of section 3(1) of the Act be issued to the respondent. Registration branch is directed to do the needful.

Mr. J K Dang, Advocate appearing on behalf of the respondent filed Power of Attorney alongwith copy of Resolution passed by the Board of Directors of the respondent company.

Arguments heard.

The case of the complainant is that he had booked a commercial unit in the project named "Elvedor" in Sector 37-C, Gurugram by paying 10% as booking amount. Later on, 15% more amount was deposited with the respondent on receipt of demand letter on 30.10.2012. Accordingly, a

provisional allotment letter dated 24.09.2013 was issued to the complainant. Further, as per demand letter the respondent unilaterally revised the apartment number 7_S04 on 7th floor in Tower Rubix in their commercial project, namely, 37th Avenue. After a span of 9 months from the last payment, the respondent has delivered a copy of BBA dated 12.10.2016 by changing the apartment of the complainant to 6- A05 in Tower Evita. Till today, the complainant has paid an amount of Rs.21,36,434/- against total sale consideration of Rs.43,49,504/-. According to terms and conditions of BBA- (Annexure III), complainant was liable to pay 10% of total sale consideration at the time booking and 40% of BSP at the time of execution of BBA and 50% at the time of taking over the possession but the complainant had paid an extra amount of 15% before signing of the BBA i.e. 12.10.2016 as the complainant has paid an amount 12,72,973/- before execution of BBA. As per clause 11(a), possession of the booked unit was to be delivered within a period of 60 months from the date of execution of BBA i.e. 12.10.2016 which comes out to 12.12.2021.

Considering all the facts and circumstances of the matter, the authority is of the considered view that respondent is liable to pay interest at the prescribed rate of 10.75% p.a. on the 15% extra amount retained by them before execution of BBA i.e. 12.10.2016.

Accordingly, the respondent is directed to pay interest at the rate of 10.75% p.a. on 15% amount retained by them before execution of BBA within a period of 90 days from the date of issuance of this order.

Since the complaint is premature, the same stands disposed of on above terms.

Subhash Chander Kush
(Member)

Dr. K.K. Khandelwal
(Chairman)
05.03.2019