

PROCEEDINGS OF THE DAY		48
Day and Date	Wednesday and 21.05.2025	
Complaint No.	CR/1510/2024 Case titled as Karamvir Singh VS Eminence Township India Private Limited	
Complainant	Karamvir Singh	
Represented through	Shri Nikhil Malik Advocate	
Respondent	Eminence Township India Private Limited	
Respondent Represented	Ms. Ritakshi Advocate	
Last date of hearing	26.03.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been filed on **16.04.2024** and registered as complaint no. **1510** of **2024**. Reply on behalf of the respondent has been received on **17.07.2024**.

Succinct facts as per the complaint and the reply are as follows:

Sr. No.	Particulars	Details
1.	Name of the project	"Eminence Kimberly Suites", Sector-112, Gurugram, Haryana.
2.	Area of project	2.875 acres
	Nature of project	Serviced Apartment
3.	DTCP License no.	Licence no. 35 of 2012
4.	RERA registered	Registered Registration no. 74 of 2017



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हरियाणा भू-संपदा विनियामक प्राधिकरण गुरुग्राम

CR/1510/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		Dated- 21.08.2017
5.	Unit no.	B-0603, Floor-6 th (As on page no. 23 of complaint)
6.	Unit area	795 sq.ft. [Super-Area] (As on page no. 23 of complaint)
7.	Allotment letter	21.05.2013 (As on page no. 19 of complaint)
7.	Date of execution of buyer's agreement	02.12.2013 (As on page no. 21 of complaint)
8.	Possession clause	<u>Schedule for possession of the said Unit</u> 27. The Company based on its present plans and estimates and subject to all exceptions shall endeavor to complete the construction of the said Project within 36 (Thirty Six) months (plus 6 months grace period) from the date of start of the ground floor slab of the particular tower in which the booking is made, subject to timely payment by the Allottee(s) of sale price and other charges due and payable according to the Payment Plan applicable to him/her/them and/or as demanded by the Company and subject to Force Majeure circumstances including but not limited to clause 27 and 28. The possession of the Said Unit(S) shall, however, be offered only after grant of completion/occupation certificate from the Competent Authority. [Emphasis supplied]
9.	Due date of possession	Cannot be ascertained



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21/5/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		[Note: Date of start of ground floor slab of the tower to be asked]
10.	Total sales consideration	Rs.55,92,740/- (As per payment plan on page no. 47 of complaint)
11.	Amount paid by the complainants	Rs.38,89,760/- (As on page no. 134 of reply)
12.	Occupation certificate	11.07.2019
13.	Offer of possession	24.07.2019 (As on page no. 133 of reply)

The complainant has sought following relief(s):-

1. Possession.
2. D.P.C

On the last date of hearing, the proxy counsel of the respondent placed on record certain additional documents whereby submitted the possession letter (undated), Letter of acceptance of possession (Undated) (executed).

Arguments heard.

Order reserved.

Parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on **23.07.2025** for pronouncement of order.

Ashok Sangwan
Member
21.05.2025