



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

<b>PROCEEDINGS OF THE DAY</b>		<b>26</b>
Day and Date	Tuesday and 09.05.2023	
Complaint No.	CR/167/2021 Case titled as CARBYNE INFRASTRUCTURE PRIVATE LIMITED Vs AGRANTE DEVELOPERS PRIVATE LIMITED	
Complainant	CARBYNE INFRASTRUCTURE PRIVATE LIMITED	
Represented through	S/Shri Venket Rao and Pankaj Chandola Advocates	
Respondent	1. AGRANTE REALTY LTD. 2. AGRANTE DEVELOPERS PVT. LTD. 3. RK ASSOCIATES 4. RMS ESTATES PVT. LTD. 5. NARENDER KUMAR GUPTA 6. YUVRAJ SINGH	
Respondent Represented	Shri Sanjeev Sharma Advocate	
Last date of hearing	15.12.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings</b>		
The present complaint has been received on 15.01.2021. The reply on behalf of the respondent has been filed on 15.09.2022.		
Succinct facts of the case are as under:		
S. N.	Particulars	Details
1.	Name of the project	"Beethoven's 8", Sector- 107, Gurgaon
2.	Nature of project	Group housing complex
3.	RERA registered/not registered	Not Registered

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण



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4.	DTPC License no.	23 of 2012 dated 23.03.2012
	Validity status	Not available on record
	Name of licensee	Narendra Kumar Gupta & others
	Licensed area	18.0625 acres
5.	Unit no. as per receipts	Symphony/J/D/902 [pg. 60 of complaint]
6.	Unit area admeasuring	2585 sq. ft. [pg. 60 of complaint]
7.	Allotment letter	17.10.2014 [pg. 60 of complaint]
8.	Date of builder buyer agreement	NOT PROVIDED
9.	Total sale consideration	CANNOT BE ASCERTAINED
10.	Amount paid by the complainant as per sum of receipts	₹ 44,19,122/-
11.	Possession clause	<b>Clause 19(a)</b> <i>Subject to other terms of this Agreement/Agreement, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Vendee(s), the Company shall endeavor to complete the construction of the Said Apartment within 42 (Forty-two) months from the date of Allotment, which is not the same as date of this Agreement. The Company will offer possession of the Said Apartment to the Vendee(s) as and when the Company receives the occupation certificate from the competent authority(ies). Any delay by the Vendee(s) in taking possession of the Said Apartment from the date of offer of possession, would attract holding charges @Rs. 05 (Five) per sq. ft. per month for any delay of full one month or any</i>

		<i>part thereof.</i> <i>(Emphasis supplied)</i> <i>[taken from another complaint of same project]</i>
12.	Due date of possession	17.04.2018 [Due date calculated from date of allotment i.e., 17.10.2014]
13.	Delay in handing over possession till the date of filing of this complaint i.e., 15.01.2021	2 years 8 months 29 days
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

The counsel for the complainant states that the unit was allotted to the complainant on 17.10.2014 and the due date for offer of possession w.r.t allotment letter was 17.04.2018. The complainant has paid an amount of Rs.44,19,122/- against a total sale consideration of Rs.1,29,25,000/-. The OC of the project has not been received till date and the complainant is seeking refund of the amount deposited with interest at the prescribed rate.

The counsel for the respondent states that the respondent has cancelled the unit of the complainant. However, he is unable to produce any document to substantiate his claim and cannot even give a date on which the cancellation occurred.

Arguments heard.

Full refund is allowed at the prescribed rate of interest i.e. 10.70% per annum from the date of deposit till its realization.

Detailed order will follow. Matter stands disposed off. File be consigned to the registry.

Ashok Sangwan  
Member

V.1 - 3  
Vijay Kumar Goyal  
Member  
09.05.2023