

PROCEEDINGS OF THE DAY		50
Day and Date	Friday and 21.10.2022	
Complaint No.	CR/2156/2021 Case titled as MAYANK MANU BHARDWAJ Vs ADVANCE INDIA PROJECTS LIMITED	
Complainant	MAYANK MANU BHARDWAJ	
Represented through	Shri Geetansh Nagpal Advocate	
Respondent	ADVANCE INDIA PROJECTS LIMITED	
Respondent Represented	Shri Rahul Thareja proxy counsel	
Last date of hearing	27.07.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 22.04.2021 and reply on behalf of respondent was filed on 03.08.2021. CRA on behalf of complainant was filed on 29.04.2022.

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

S. N.	Particulars	Details
1.	Name of the project	"AIPL Joy Central", Sector-65, Gurgaon
2.	Nature of project	Commercial colony
3.	RERA registered/not registered	Not registered
4.	DTPC License no.	249 of 2007 dated 02.11.2007
	Validity status	01.11.2024
	Licensed area	3.987 acres

	Name of licensee	M/s Wellworth Project Developers Pvt. Ltd.
5.	Application letter dated	12.01.2018 [As per page no. 90 of complaint]
6.	Unit no.	Retail shop no. 1031 on 1 st floor [As per page no. 90 of complaint]
7.	Revised unit no.	Retail shop FF-18 on 1 st floor [As per page no. 102 of complaint]
8.	Unit area admeasuring	207.23 sq. ft. [Super area] [As per page no. 90 of complaint]
9.	Revised unit area admeasuring	215.47 sq. ft. [Super area] [As per page no. 102 of complaint]
10.	Allotment letter	22.05.2018 [As per page no. 90 of complaint]
11.	Date of builder buyer agreement	Not executed
12.	Total sale consideration	Rs. 33,72,875.48/- [BSP] Rs. 35,33,685.96/- [TSC] [As per statement of accounts dated 02.12.2020 on page no. 87 of complaint]
13.	Amount paid by the complainant	Rs. 31,93,195.59/- (94.67%) [As per statement of accounts dated 02.12.2020 on page no. 87 of complaint]
14.	Possession clause	Clause j as per application form <i>The company shall subject to force majeure conditions proposes to handover possession of the unit on or before December 2022 notified by</i>

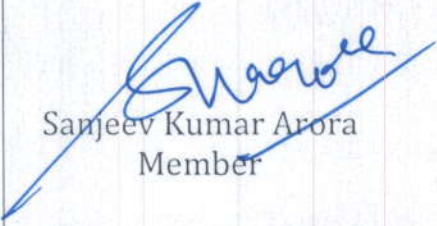
		<i>the promoter to the authority at the time of project under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules 2017 and regulation made thereunder for completion of the project or as may be further revised/approved by the authorities.</i>
15.	Due date of possession	December 2022 [Since no buyer's agreement has been executed inter-se parties and therefore, due date of handing over of possession is calculated as per clause j of application form]
16.	Demand letter & reminder	04.02.2020 & 20.02.2020 [As per account statement dated 02.12.2020 on page no. 58-59 of reply]
17.	Pre-termination letter dated	22.04.2020 [As per page no. 60 of reply]
18.	Payment received by the respondent	05.08.2020 [As per page no. 88 of complaint]
19.	Termination letter dated	10.07.2020 [As per page no. 61 of reply]
20.	Occupation certificate	24.12.2021 [As per website of DTCP]
21.	Offer of possession	Not offered

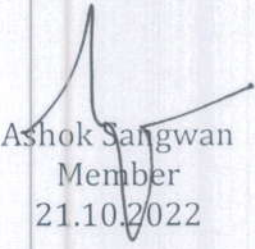
The counsel for the complainant states that they have become aware of the termination letter dated 10.07.2020 from the promoter now, on the other hand, they have been depositing instalments after the date of alleged cancellation i.e. on 05.08.2020. He further states that out of the total

consideration amount of Rs.35,33,685/- the complainant has paid an amount of Rs.31,47,642/-.

The proxy counsel for the respondent seeks a short adjournment as the main counsel is indisposed. Request is allowed. However, the respondent shall not create any third party rights w.r.t unit in question till the next date of hearing.

Matter to come up on **17.02.2023** for further proceedings.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member
21.10.2022