



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

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

33

Day and Date	Thursday and 04.04.2024
Complaint No.	CR/2195/2023 Case titled as Sandeep Seth and Nikhil Soni VS Advance India Private Limited & Wellworth Projects Developers Pvt Ltd.
Complainant	Sandeep Seth and Nikhil Soni
Represented through	Shri Dhruv Lamba Advocate
Respondent	Advance India Private Limited & Wellworth Projects Developers Pvt Ltd.
Respondent Represented	Shri Harshit Batra Advocate for R1 None for R2
Last date of hearing	18.01.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was received on 29.05.2023 and the reply on behalf of respondent no. 1 was received on 29.11.2023. On the last date of hearing i.e., 18.01.2024, respondent no. 2 was directed to file a reply within 15 days i.e., by 08.02.2024 in the registry with a copy to complainant.

Today none appeared on behalf of respondent no. 2, nor has any written reply been filed till date. In view of the above, the defense of the respondent no. 2 stands struck off and proceeded as ex-parte.

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

S. No.	Particulars	Details
1.	Name of the project	AIPL Joy Central
2.	Project location	Sector 65, Badshahpur, Gurugram, Haryana
3.	Project type	Commercial Colony
4.	DTCP License	183 of 2017 dated 14.09.2017
5.	HRERA registration	Not registered



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CR/2195/2023

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

6.	Allotment letter dated	28.04.2017 (As per page no. 21 of the complaint)
7.	Date of unit buyer agreement	24.07.2017 (As per page no. 23 of the complaint)
8.	Unit no.	0067 on floor GF (As per page no. 30 of the complaint)
9.	Unit area admeasuring	73.11 sq. mtrs. (super area) (As per page no. 30 of the complaint)
10.	Possession clause	1.2 <i>The allottee agrees and understands that.... If however during the process of construction upon the process of construction upon expiry of 48 months or 54 months (including grace period), as the case maybe from 1 Sept 2017, there,</i> (As per page no 33 of the agreement)
11.	Environment Clearance Certificate	N/A
12.	Due date of possession	01.03.2022 (As per page no 33 of the agreement)
13.	Total sale consideration	Rs.11,018,000/- (plus Development charges) (As per page no. 33 of the complaint)
14.	Amount paid by the complainant	Rs.1,30,78,986/- (As per conveyance deed on page no. 23 of reply)
15.	Assured Return	32. <i>Where the Allottee has opted for Payment Plan as per Annexure-A attached herewith and accordingly, the company has agreed to pay Rs. 21,263/- per month by way of assured return to the Allottee from 28/04/2017 till date of issue of notice of Possession of the Unit. The return shall be inclusive of all taxes whatsoever payable or due on the return.</i>



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		(As per page no 44 of the complaint.)
16.	Assured return paid by respondent	Rs.45,73,288/- (As per page 107 of reply)
17.	Occupation certificate	24.12.2021 (Annexure R5)
18.	Offer of possession	24.03.2022 (As per page no. 59 of the complaint)

The counsel for the complainants states that offer of possession made by the respondent on 24.03.2022 is only a constructive possession and not a offer for physical hand over of possession which is required to be made as per clause 11 and 12 of the BBA. Further as per BBA car parking number was to be specified which is not specified in offer and hence respondent be directed to make physical offer of possession with car parking as per BBA and to pay the assured return till such offer.

The counsel for the respondent states that a valid offer of possession stands made on 24.03.2022 after obtaining OC and as per clause 33 to be read with clause 43 of the application form, the unit can be leased either singularly or combination.

Both the parties may file written submissions within 2 weeks with an advance copy to each other.

Matter to come up on 25.07.2024 for further proceedings.

V. I - 3
Vijay Kumar Goyal
Member
04.04.2024