



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. विभाग गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

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Day and Date	Thursday and 18.05.2023
Complaint No.	CR/2466/2022 Case titled as Inder Nath And Rajkumari Vs Agerante Reality Private Limited
Complainant	Inder Nath And Rajkumari
Represented through	Shri Manish Chauhan Advocate
Respondent	Agerante Reality Private Limited
Respondent Represented	Shri Tarun Vishwas Advocate
Last date of hearing	10.01.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 03.06.2022. The reply on behalf of the respondent has been filed on 11.01.2023.

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
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.	Minor-H/A/1001

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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		[pg. 22 of complaint]
6.	Unit area admeasuring	1300 sq. ft. [pg. 22 of complaint]
7.	Allotment letter	10.02.2014 [pg. 22 of complaint]
8.	Date of builder buyer agreement	25.11.2013 [pg. 24 of complaint]
9.	Total sale consideration	₹ 65,00,000/- [pg. 26 of complaint]
10.	Amount paid by the complainant	₹ 26,89,505/- as also admitted by the counsel for the respondent during proceedings and in para No.4 of the reply at page 8
11.	Possession clause	Clause 19(a) <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 start of construction, 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 part thereof.</i> (Emphasis supplied) [pg. 40 of complaint]
12.	Due date of possession	25.05.2016 [Due date calculated from date of agreement i.e., 25.11.2013]



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13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

the counsel for the respondent states that affidavit attached with the complaint is signed by the advocate and not by the complainant. The counsel for the complainant requests for a short adjournment for filing affidavit on behalf of complainant in the registry of the authority after supplying a copy to the respondent which earlier was not got signed as the complainant is a 80 years old senior citizen and is residing at Meerut. Liberty is allowed.

Matter to come up on **14.09.2023** for further proceedings.

V.1 - 3
Vijay Kumar Goyal
Member
18.05.2023