



**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

**PROCEEDINGS OF THE DAY**

**34**

Day and Date	Thursday and 04.04.2024
Complaint No.	CR/2511/2023 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 Street
2.	Project location	Sector 66, Village Maidawas & Badshahpur, Gurugram, Haryana
3.	Project type	Commercial Colony



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CR/2511/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

4.	DTCP License	07 of 2008 dated 21.01.2008 and 152 of 20098 dated 30.07.2008
5.	HRERA registration	Not registered
6.	Allotment letter dated	06.05.2016 (As per page no. 26 of the complaint)
7.	Date of apartment buyer agreement	08.06.2016 (As per page no. 28 of the complaint)
8.	Unit no.	116 on floor GF (As per page no. 36 of the complaint)
9.	Unit area admeasuring	147.90 sq. mtrs. (super area) (As per page no. 36 of the complaint)
10.	Possession clause	<b>1.2</b> <i>The allottee agrees and understands that... If however during the process of construction upon the process of construction upon expiry of 42 months or 48 months (including grace period), as the case may be from 1 January 2016, there.</i>
11.	Environment Clearance Certificate	11.07.2012
12.	Due date of possession	01.07.2019 (As per page no 37 of the agreement)
13.	Total sale consideration	Rs.19,353,565/- (As per page no. 65 of the complaint)
14.	Amount paid by the complainant	Rs. 2,03,28,063/- (As per page no. 117 of complaint)
15.	Assured return	<b>32.</b>



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		<i>Where the Allottee has opted for Payment Plan as per Annexure-A attached herewith and accordingly, the company has agreed to pay Rs. 48,572/- per month by way of assured return to the Allottee from 08/05/2016 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> <i>(As per page no. 46 of the complaint)</i>
16.	Occupation certificate	28.09.2020
17.	Offer of possession	03.10.2020

The counsel for the complainants states that offer of possession made by the respondent on 03.10.2020 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 3.10.2020 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.

*Vijay Kumar Goyal*  
Vijay Kumar Goyal  
Member  
04.04.2024