



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

NEW TWD Rest House, CIVIL Lines, Gurugram, Haryana

PROCEEDINGS OF THE DAY		19
Day and Date	Wednesday and 29.11.2023	
Complaint No.	CR/3748/2021 Case titled as GURPREET SINGH KALSI VS AGRANTE DEVELOPERS PRIVATE LIMITED	
Complainant	GURPREET SINGH KALSI	
Represented through	Shri Kuljeet Singh Advocate	
Respondent	AGRANTE DEVELOPERS PRIVATE LIMITED	
Respondent Represented through	Ms. Nishtha Jain proxy counsel for R1 Shri Gaurav Dua Adv. for R5	
Last date of hearing	26.09.2023	
Proceeding Recorded by	Naresh Kumari	
Proceedings The present complaint has been received on 08.10.2021 and registered as complaint no. 3748 of 2021. The reply on behalf of respondent was received on 19.05.2022. Succinct facts of the case as per complaint and reply are as under:-		
Sr. No.	Particulars	Details
1.	Name of the project	"Beethoven's 8", Sector-107, Gurugram, Haryana.
2.	Nature of project	Group Housing
3.	Area of project	18.0625 acres
4.	DTCP License no.	Licence no. 23 of 2012
5.	RERA 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 अर्तगत गठित प्राधिकरण



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CR/3148/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

6.	Unit no.	Harmony-I K/E/1803 (As on page 36 of complaint)
7.	Unit area	2261 sq. (As on page 36 of complaint)
8.	Allotment letter	18.03.2016 (As on page 32 of complaint)
9.	Date of execution of buyer's agreement	18.03.2016 (As on page 34 of complaint)
10.	Possession clause	Clause 18(a) 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 endeavour 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) 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. (As on page 50 of complaint)
11.	Due date of possession	18.09.2019 (Calculated 42 months from date of allotment)
12.	Total sales consideration	Rs.1,68,93,513/- (As on page 33 of complaint)
13.	Amount paid by the complainant	Rs.68,66,795/-

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CR/3748/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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		(As per ledger account on page 86 of complaint)
14.	Quadra-partite Agreement	18.03.2016
15.	Loan sanction letter	25.03.2016 (As per page 72 of complaint)
16.	Offer of possession	Not offered
17.	Occupation certificate	Not received

The counsel for the complainant requests for allowing refund of the amount deposited in view of the failure of the respondent to complete the unit and make offer of possession after obtaining occupation certificate despite the due date having lapsed in September 2019 and allottee cannot be expected to wait endlessly for handing over of possession of unit for which consideration amount has already been paid. The allottee is to bear the interest burden and is paying EMI since 2019 and prior to that pre-EMI interest has been paid by the respondent, the details of which shall be filed by the respondent within 2 weeks in the authority after supplying a copy to the counsel for the complainant.

The counsel for the respondent No.5 states that loan has been raised on the above unit and if refund is allowed, the same may be subject to the condition of clearing outstanding loan amount. The counsel for respondent No.5 is directed to file statement of account indicating the pre-EMIs paid by the respondent and outstanding loan amount already paid.

Part arguments heard.

Matter to come up on **24.01.2024** for final arguments and orders.

Vijay Kumar Goyal
Member
29.11.2023