

PROCEEDINGS OF THE DAY		32
Day and Date	Tuesday and 06.08.2024	
Complaint No.	CR/4837/2021 Case titled as Vikas Kumar and Shakuntala Khatri VS Imperia Structure Limited	
Complainant	Vikas Kumar and Shakuntala Khatri	
Represented through	Shri Sunil Kumar Advocate	
Respondent	Imperia Structure Limited	
Respondent Represented	Shri Geetansh Nagpal Advocate	
Last date of hearing	30.04.2024/02.07.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint was filed on 13.12.2021 and reply on behalf of the respondent was received on 01.08.2022. Succinct facts of the case as per complaint and annexures are as under:		
S. N.	Particulars	Details
1.	Name and location of the project	“Mindspace” at sector 62, Golf Course Road, Gurgaon, Haryana
2.	Nature of the project	IT Park Colony
3.	Project area	8.35625 acres
4.	DTCP license no.	86 of 2010 dated 23.10.2010 valid upto 22.10.2020
5.	Name of licensee	Baakir Real Estate Pvt. Ltd. and others
6.	RERA Registered/ not registered	240 of 2017 dated 25.09.2017 valid upto 31.12.2020



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हरियाणा भू-संपदा विनियमक प्राधिकरण, गुरुग्राम

CR/4837/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

7.	Unit no.	Virtual Space, Tower A, 6 th Floor (page no. 23 of complaint)
8.	Unit area admeasuring	500 sq. ft. (page no. 20 of complaint)
9.	Date of agreement	07.09.2016 (page no. 18 of complaint)
10	Handing over of possession clause	<i>That the Allottee shall be handed over possession of the Unit from the Company only after the Allottee has fully discharged all his obligations and entire Total Price (including interest due, if any, thereon) against the Unit has been paid and ail other applicable charges/dues/taxes of the Allottee have been paid and Conveyance Deed has been executed and registered in his favour. The Company shall hand over possession of the Unit to the Allottee provided the Aliottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard.....</i>
		<i>46. Subject to the aforesaid and subject to the Allottee not being in default under any part of this Agreement including but not limited to the timely payment of the Total Price and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company endeavours to hand over the possession of the Unit to the Allottee within a period of 48 (forty eight) months, with a further grace period of 6 (six) months, from the date of commencement of construction of the Project, which shall mean the date of commencement of the excavation work at the Project Land and this date shall be duly communicated to the Allottee</i>

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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CA/4837/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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11.	Clause of assured return	34. <i>The Company will pay to the Allottee Rs 29000/- per month as committed return for upto three years from the date of notice of possession of the Unit or till the same is put on lease, whichever is earlier. After the Unit is put on lease. Then payment of the aforesaid committed return will come to an end and the Allottee will start receiving lease rental in respect of the Unit as described hereinafter.</i>
12.	Due date of possession	NA
13.	Total sale consideration	Rs. 27,89,975/- (as per page no. 5 of reply)
14.	Amount paid by the complainant	Rs. 22,25,000/- (As alleged by the complainant) Rs 24,27,709/- (as per page 5 of reply)
15.	Offer of possession for fit out	15.07.2019 (page no. 14 of reply)
16.	Occupation certificate	02.06.2020 (page no. 16 of reply)
17	Assured Return paid	Rs. 29,000/- per month from 2016 to till 2019

The complainant is seeking delayed possession charges, assured return and possession of the unit.

The counsel for the respondent states that the assured return as per agreed terms has been paid or adjusted in the due amount and offer of possession has also been made and OC dated 02.06.2020 is also obtained. The respondent offers for inspection of the unit and hand over of possession and the



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complainant allottee shall visit tomorrow i.e. 07.08.2024 at 11.00 AM for inspection and execution of conveyance deed.

Matter to come up on 22.10.2024 for further proceedings.

Ashok Sangwan
Member

V-1-3
Vijay Kumar Goyal
Member

Arun Kumar
Chairman
06.08.2024