



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 लाईन्स, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

128

Day and Date	Tuesday and 22.10.2024
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	06.08.2024
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.

On the last date of hearing dated 06.08.2024, the counsel for the respondent states that the assured return as per greed terms has been paid o 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 handover of possession and the complainant allottee shall visit tomorrow i.e., 07.08.2024 at 11.00 AM for inspection and execution of conveyance deed.

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



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नया पी. डब्ल्यू. हा. विद्याम गुरु. विमान लाईन, गुरुग्राम, हरियाणा

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
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</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

नया पी. डब्ल्यू. सी. विभाग गृह, सिविल लाइन्स, गुरुग्राम, हरियाणा

		<i>(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>
11.	Clause of assured return	<i>34. 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 has sought following relief:

- 1. Possession of unit as well as assured return due.**
- 2. Delay possession charge.**
- 3. Litigation Cost**



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CR/4837/2021

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नया पी.डब्ल्यू.डी. विश्राम मठ, निविदा नॉर्दन, गुरुग्राम, हरियाणा

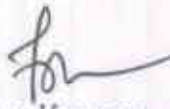
The matter could not be amicably settled. Both the counsels may file brief written submissions within 3 weeks after supplying a copy to each other.

Arguments heard.

Order reserved.

Matter to come up on **14.01.2025** for pronouncement of order.

Ashok Sangwan
Member


Arun Kumar
Chairman
22.10.2024

V.1 - 3
Vijay Kumar Goyal
Member