

PROCEEDINGS OF THE DAY

Day and Date	Friday and 02.08.2024
Complaint No.	CR/6528/2022 Case titled as Deepak Bajaj VS Ninaiya Estates Limited
Complainant	Deepak Bajaj
Represented through	Shri Nipun Rao Advocate
Respondent	Ninaiya Estates Limited
Respondent Represented	None
Last date of hearing	5.7.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 27.09.2022 and the reply on behalf of respondent has not received. Vide proceeding dated 03.05.2024 the authority struck of the defense of the respondent.

The complainant/ allottee has filed a lost article report on 09.12.2021 for allotment, BBA, application form and All receipts.

S. N.	Particulars	Details
1.	Name and location of the project	"Prism Portico office space, Sector 89, Pataudi Road, Gurugram, Haryana
2.	RERA Registered/ not registered	Not Registered
3.	Payment receipt	31.12.2014 (page no. 12 of complaint)
4.	Buyer's agreement	08.01.2015 (page no. 39 of complaint)
5.	Agreement (Duplicate)	18.12.2021 (page no. 18 of complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण गुरुग्राम

CA/6528/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

6.	MOU	05.01.2015 (Page no. 42 of complaint)
7.	MOU (Duplicate)	18.12.2021 (Page no. 41 of complaint)
8.	Unit no.	Retail shop, FD-12, 1 st floor (page no. 20 of complaint)
9.	Unit area admeasuring	650 sq. ft. (page no. 20 of complaint)
10.	Possession Clause	5.Completion and Possession 5.1 That the Company shall complete the construction of the said Unit within 24 months from the date of execution of Agreement and/or from the start of construction whichever is later and offer of possession will be sent to the Allottee subject to the condition that all the amounts due and payable by the Allottee by the stipulated date as stated in Annexure-II attached with this agreement including sale price, maintenance charges, security deposit, stamp duty and other charges etc. have been paid to the Company.
11.	Assured return clause	1. The Buyer has paid to the Developer an amount of Rs. 26,00,000/-on which the developer shall give an investment assured return of Rs. 60,667/- per month w.e.f. 26.12.2014 in arrears till the date of possession of the Said Unit is handed over to the Buyer.
12.	Date of start of construction	Not mentioned



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13.	Due date of possession	08.01.2017 (calculated as per possession clause)
14.	Total sale consideration	Rs. 31,20,000/- (as per MOU at page 43 of complaint)
15.	Amount paid by the complainant	Rs. 28,26,460/- (as per receipts of payment at page 12 of complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

The complainant is seeking assured return due and payable by it to the complainant, handover possession of the unit along with prescribed interest per annum from the promised date of delivery of the unit till actual handing over of the said unit.

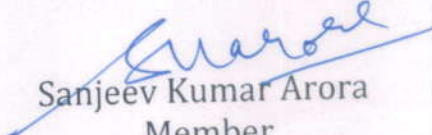
Case has been called out but no one has appeared on behalf of the respondent today.

The defence of the respondent has already been struck off vide order dated 03.05.2024. In the interest of justice, the respondent is hereby directed to file written submissions within one week.

Pleadings are on record.

Order reserved.

Matter to come up on 16.08.2024 for pronouncement of order.


Sanjeev Kumar Arora
Member
02.08.2024