



**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		13
Day and Date	Thursday and 25.01.2024	
Complaint No.	CR/3723/2021 Case titled as Anuj Bansal VS Classic Infra Solution Private Limited	
Complainant	Anuj Bansal	
Represented through	Shri Amit Singh Chahar proxy counsel	
Respondent	Classic Infra Solution Private Limited	
Respondent Represented	Shri Yugvantar Singh Chauhan Advocate	
Last date of hearing	16.11.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings</b> <i>Cum Order</i>		
The present complaint has been received on 10.09.2021 and the reply on behalf of the respondent was received on 09.11.2021.		
Succinct facts of the case as submitted in the complaint and reply are as under:		
S. N.	Particulars	Details
1.	Name of the project	"Paras Irene" Sector 70 A , Gurugram, Haryana
2.	Nature of the project	Residential Complex
3.	DTCP license no. and validity status	16 of 2009 dated 01.06.2009 valid upto 28.05.2024
4.	Name of licensee	M/s Vibhor Home Developers Pvt. Ltd and 6 ors.
5.	RERA Registered/ not registered	Un - registered



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CR/5723/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

6.	Unit no.	004, 2 <sup>nd</sup> floor, tower- N-05, (Page no. 17 of the complaint)
7.	Super area	1420 sq. ft. (Page no. 17 of the complaint)
8.	Environment clearance	04.09.2013 (Page 114 of reply)
9.	Date of flat buyer's agreement	22.07.2013 (As per page no. 18 of the complaint)
10.	Possession clause	<p><b>As per Clause 3.1 of the said agreement:</b></p> <p>Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and having complied with all provisions, formalities, documentation, etc. as prescribed by the Seller, whether under this Agreement or otherwise, from time to time, the Seller proposes to offer to hand over the possession of the Apartment to the Purchaser(s) <b>within a period of 42 (Forty Two) months with an additional grace period of 6 (six Months from the date of execution of this Agreement or date of obtaining all licenses or approvals for commencement of construction,</b></p>



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		<b>whichever is later</b> , subject to Force Majeure. The Purchaser(s) agrees and understands that the Seller shall be entitled to a grace period of 90 (ninety) business days, after the expiry of grace period, for offer to hand over the possession of the Apartment to the Purchaser. (Emphasis applied)
11.	Due date of possession	04.09.2017 (Calculated from the date of Environment clearance being later + 6 months grace period being unqualified)
12.	Total sale consideration	Rs.1,05,96,500/- (As per payment plan at page no. 45 of the complaint)
13	Amount paid by the complainant	Rs.18,36,000/- (As per statement of account at page 124-125 of the reply)
14.	Occupation certificate	23.06.2017 (Annexure R-3-page 67 of reply)
15.	Demand Letter	19.12.2012, 15.01.2013, 07.08.2013, 05.09.2013, 20.09.2013, 07.11.2013, 18.11.2013, 28.10.2013, 11.11.2013, 19.12.2013, 21.12.2013, 31.01.2014, 08.03.2014, 10.03.2014, 03.04.2014, 17.04.2014, 24.07.2014, 05.11.2014, 04.12.2014, 03.02.2015, 12.03.2015, 31.03.2015, 30.04.2015, 16.04.2015, 04.05.2015, 06.06.2015, 18.08.2015, 31.08.2015, 08.09.2015, 10.10.2015, 21.11.2015, 19.01.2016, 08.04.2016, 20.05.2016, 10.06.2016.



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		(Page 30 -64, of reply)
16.	Cancellation Letter	05.01.2017 (Annexure R-2 page 66 of reply)
17	Offer of possession	Not Offered

The unit of the complainant stands cancelled on 05.01.2017 after issuance of 30 reminders from 19.12.2012 till 10.06.2016 and unit is completed and OC obtained on 23.06.2017. The complaint is filed for seeking hand over of possession alongwith interest is not maintainable as barred by limitation and also no ground for setting aside the cancellation has been requested in the complaint.

Matter stands disposed off being not maintainable as barred by limitation. File be consigned to the registry.

V.1-3  
Vijay Kumar Goyal  
Member  
25.01.2024