

PROCEEDINGS OF THE DAY		45
Day and Date	Wednesday and 26.03.2025	
Complaint No.	CR/1067/2024 Case titled as Vineet Gupta and Ritu Agarwal Gupta VS Shine Buildcon Private Limited	
Complainant	Vineet Gupta and Ritu Agarwal Gupta	
Represented through	Shri Khush Kakra Advocate	
Respondent	Shine Buildcon Private Limited	
Respondent Represented	Shri Nishant Jain Advocate	
Last date of hearing	15.01.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed by the complainant on 18.03.2024 and reply on behalf of the respondent was received on 17.07.2024.

Succinct facts of the case are as under:

Sr. No.	Particulars	Details
1.	Name of the project	"70 Grandwalk", Sector 70, Gurugram
2.	Project area	2.893 acres
3.	Nature of the project	Commercial Complex
4.	DTCP license no. and validity status	34 of 2012 dated 15.04.2012 valid upto 14.04.2020
5.	Name of licensee	Shine Buildcon
6.	RERA Registered/ not registered	28 of 2017 dated 28.07.2017 valid upto 30.06.2022
7.	Allotment Letter	24.04.2015 (Page no. 29 of complaint)
8.	Date of execution of BBA	29.07.2015 (Page no. 32 of complaint)
9.	Unit no.	B-210, 2 nd Floor (Service Apartment)



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/106-7/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		371 Sq. Ft. (Super Area) (BBA at page no. 34 of complaint)
10.	Possession clause	Clause 13. POSSESSION AND HOLDING CHARGES <i>(ii) Subject to Force Majeure, as defined herein and further subject to faithful discharge of obligations by the Allottee under the terms and conditions of this Agreement and not having defaulted under any provision(s) of this Agreement including but not to the timely payment of all dues and charges including the total Sale Consideration, registration charges, stamp duty and other charges and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company proposes to offer the possession of the said Shop to the Allottee within a period of 42 months from the date of signing of this agreement or approval of the Building plans, whichever is later ("Commitment Period"). The Allottee further agrees and understands that the Company shall additionally be entitled to a period of 6 (Six month) ("Grace Period"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.</i> [Emphasis supplied] (As per BBA at page no. 54 of complaint)
11.	Due date of possession	29.07.2019 (Calculated to be 42 months from date of execution of buyer's agreement plus an unqualified grace period of 6 months)
12.	Total Sale Consideration	Rs. 47,97,516/- (As per BBA at page no. 35 of complaint)
13.	Amount paid by the complainants	Rs. 17,04,297/- (Statement of accounts dated 23.04.2024 at page 34 of reply)
14.	Occupation Certificate	10.10.2023 (Page 27 of reply)
15.	Offer of Possession	15.10.2023 (Page 30 of reply)
The complainant submitted that respondent raised a demand of Rs.16,21,196.56/- from the complainants and also raised certain		



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

frivolous charges which were never part of the agreement executed between the parties.

The complainants have sought the following relief(s):

1. Direct the respondent to **pay delay possession charges** on the amount paid by the complainants at the prescribed rates from the due date of possession i.e., 01.03.2020 till 15.10.2023 i.e., the date when the actual physical possession is handed over by the respondent to the complainants.
2. Direct the respondent to waive off and/or to not levy interest and/or penalty on the due amount payable by the complainants to the respondent promoter.
3. Direct the respondent not to charge any amount which is not part of the buyer's agreement dated 29.07.2015 entered between the complainants and the respondent.

The counsel for the respondent states that the complainant has paid only an amount of Rs.21,95,606/- against a total sale consideration of Rs.38,16,802/-. Further, the delay in handing over of possession was due to Covid-19.

Heard.

Order reserved.

Matter to come up on 14.05.2025 for pronouncement of order. Meanwhile, parties may file written submissions within 15 days with an advance copy to each other. The respondent is also directed to file updated statement of account after adjusting the DPC due to be paid to the complainant.

Ashok Sangwan
Member
26.03.2025