

PROCEEDINGS OF THE DAY		41
Day and Date	Wednesday and 19.02.2025	
Complaint No.	CR/1508/2024 Case titled as Dinesh Chander Bahl VS Blackberry Realcon Private Limited	
Complainant	Dinesh Chander Bahl	
Represented through	Shri Hemant Phogat Advocate	
Respondent	Blackberry Realcon Private Limited	
Respondent Represented	None	
Last date of hearing	18.12.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been filed on **23.04.2024** and registered as complaint bearing no. **1508** of **2024**. Reply on behalf of the respondent has been received on **25.09.2024**.

Succinct facts as per the complaint and the reply are as follows:

S.No.	Particulars	Details
1.	Name of project	"Paras Square"
2.	Nature of project	Retail Shop
3.	Location of project	Sector-63-A, Village Behrampur, Gurugram.
4.	RERA Registered	Registered Vide registration no. 13 of 2018 Dated- 06.09.2018
5.	DTCP Licence	No.-23 of 2013
6.	Allotment letter	12.06.2014



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

			(As on page no. 12 of reply)
7.	Builder Agreement	Buyer	02.12.2014 (As on page no. 16 of complaint)
8.	Amended Agreement	Buyer'	12.03.2019 (As on page no. 55 of complaint)
9.	Shop no.		39, Floor-Ground, Type-Retail (As on page no. 19 of complaint)
10.	Shop Area		430 sq.ft. [Super-Area] (As on page no. 19 of complaint)
11.	Possession Clause		Clause 7. DATE OF COMPLETION (a) Time of handing over the Possession (i) The date of completion of the Project shall be Thirty Six (36) months from the start of construction hereof. Subject to force majeure or/and any other reason beyond the control of Developer, subject to all Allottee(s) having strictly complied with all the terms and conditions of this Buyer's Agreement and being in default under any provisions of the same and all amounts due and payable by the Allottee(s) under this Buyer's Agreement having been paid in time to the Developer. The Developer immediately upon the receipt of OC/CC, shall give notice to the Allottee(s), in writing, to take possession of the Unit for his/its fit-outs and occupation and use ("Notice of Possession"), on furnishing certain documents by the Allottee(s) (ii) The Allottee(s) agrees and understands that the Developer shall be entitled to a grace period of one hundred and Eighty (180) days over and above the period more particularly specified here-in-above in sub-clause(a) (i) of clause 7, for completion of the Project. [Emphasis supplied] (As on page no. 25 of complaint)
12.	Due date of possession		17.11.2016 [Calculated 36 months from date of start of construction-17.05.2013 + 180 days]



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नया पी.डब्ल्यू.डी. विभाग गृह, सिविल लाइंस, गुरुग्राम, हरियाणा

13.	Total consideration	Sale	Rs.22,25,960/- (As on page no. 56 of complaint)
14.	Amount paid		Rs.23,78,327/- (As on page no. 57 of complaint)
15.	Occupation certificate		23.07.2018
16.	Offer of possession		28.07.2018 (As on page no. 41 of reply)
17.	Possession letter		22.12.2022 (As on page no. 58 of complaint)
18.	Conveyance deed		23.12.2022 (As on page no. 61 of complaint)

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

The complainant is seeking delayed possession charges under section 18 (1) of the Act, 2016 on account of failure of respondent to hand over the unit in terms of BBA dated 02.12.2014.

The case was filed 10 months ago and there is no justification in delaying the matter any further. Pleadings are on record.

Parties may file written submissions within a period of 15 days with an advance copy to each other.

Matter to come up on 12.03.2025 for pronouncement of order.

Ashok Sangwan
Member
19.02.2025