



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/1526/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

7.	Date of builder buyer agreement	18.08.2017 (page 55 of complaint)
8.	Possession clause	16.1 "The company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the unit within a period of Fifty Four (54) months from the date of commencement of construction which shall mean laying of first plain cement concrete/mud-mat slab of the block/building in which the unit is located or the date of execution of this agreement, whichever is later (Commitment Period) . (page 89 of complaint)
9.	Due date of possession	18.08.2022 (Calculated from the date of execution of agreement due to non-availability of any document w.r.t to commencement of construction + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020)
10.	Total sale consideration	Rs.1,12,36,123.50/- (page 115 of the complaint)
11.	Amount paid by the complainant	Rs. 1,34,46,998/- (as per payment receipts at page 126-139 of complaint)
12.	Occupation certificate	24.02.2021 (Page 106 of the reply)
13.	Notice of offer of possession	25.02.2021 [page 140 of complaint]



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The counsel for the complainant states that the complainant is mainly seeking the relief of delayed possession charges and waiver of holding charges as well as maintenance charges levied from the date of offer of possession till valid offer of possession by the respondent.

The counsel for the respondent states that no commitments were made by the respondent w.r.t leasing out the unit of the complainant. Further, the respondent is willing to hand over the physical possession of the unit and the complainant is free to lease out the unit. So far as DPC is concerned, the due date for offer of possession was 18.08.2022 in terms of Clause 16.1 of the BBA which was executed on 18.08.2017 (including grace period of 180 days). The offer of possession was made on 25.02.2021 after receipt of OC on 24.02.2021, therefore, there is no delay in offering the possession of the unit. With regard to the specifications, attention is invited to Clause 29 of the BBA, as per which internal works are required to be done by the allottee themselves.

The counsel for the complainant refers to Annexure-D of the Specifications wherein various aspects of the civil works in the food court have been defined. The same have not been provided till date.

Arguments heard.

Order reserved.

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

Matter to come up on 23.04.2025 for pronouncement of order.

Ashok Sangwan
Member
19.02.2025