

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

PROCEEDINGS OF THE DAY
26

Day and Date	Friday and 16.05.2025
Complaint No.	CR/1719/2024 Case titled as Sham Sunder Bhatia and Vinay Kumar Bhatia VS Anand Divine Developers Private Limited
Complainant	Sham Sunder Bhatia and Vinay Kumar Bhatia
Represented through	Ms. Ada Khursheed Advocate
Respondent	Anand Divine Developers Private Limited
Respondent Represented	Ms. Shivani Dang Advocate
Last date of hearing	20.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 19.04.2024 and the reply on behalf of the respondent has been received on 17.01.2025.

The succinct facts of the case are as follows:

S. No.	Heads	Information
1.	Name and location of the project	"Triump", Sector 104, Village-Dhanwapur, Gurugram
2.	Nature of the project	Group housing colony
3.	Project area	14.093 acres
4.	DTCP License	63 of 2011 dated 16.07.2011 valid till 15.07.2019 10 of 2012 dated 03.02.2012 valid till 02.02.2020
	Name of the licensee	M/s Great Value HPL Infratech Private Limited



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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		M/s Kaanha Infrastructure private Limited
5.	HRERA registered/ not registered	Not registered
6.	Date of execution of buyer's agreement	05.12.2012 (As per page no. 25 of the complaint)
7.	Unit no.	4151 on 15 th floor, tower 4 (As per page no. 27 of the complaint)
8.	Super Area	2290 sq. ft. (As per page no. 27 of the complaint)
9.	Possession clause	18: Time of handing over possession Barring unforeseen circumstances and force majeure events as stipulated hereunder, the possession of the said apartment is proposed to be, offered by the company to the allottee within a period of 36 months with a grace period of 6 months from the date of actual start of the construction of a particular Tower Building in which the registration for allotment is made, such date shall hereinafter referred to as 'Stipulated date', subject always to timely payment of all amounts including basic sale price, EDC/IDC, IFMS, Stamp duty, Registration charges and other charges as stipulated herein or as may be demanded by the Company from time to time in this regard. The date of actual start of construction shall be the date on which the foundation of the particular Building in which the said Apartment is allotted shall be laid as per certification shall be final and binding on the Allottee.
10.	Due date of delivery of possession	05.06.2016 [Calculated from the date of agreement as date of construction is not available on records including grace period of 6 months as it is unqualified]



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CR/17/19/2024

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11.	Total consideration	Rs. 1,16,34,750/- (As per payment plan on page no. 45 of complaint)
12.	Total amount paid by the complainant	Rs. 1,16,34,750/- (As alleged by the complainant on page no. 4 of complaint)
13.	Occupation Certificate	28.05.2019 (page no.28 of reply)
14.	Offer of possession	30.05.2019 (page no. 31 of reply)
15.	Conveyance deed	25.02.2022 (As per page no. 47 of complaint)

The counsel for the complainant states that the complainants are seeking delayed possession charges as the respondent has failed to hand over the possession of the unit within time period committed by the respondent in the BBA executed inter se parties. The complainant has already paid the entire amount to the respondent.

The counsel for the respondent states that the respondent has obtained the OC on 28.05.2019 and thereafter, offered possession of the unit to the complainant on 30.05.2019. Conveyance deed has also been executed on 25.02.2022 wherein the complainant has agreed that he is not entitled to claim compensation/interest for delay in handing over possession and an indemnity has also been executed to this effect.

Arguments heard.

The respondent is directed to pay interest on the paid-up amount by the complainants at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 05.06.2016 till offer of possession plus two months after obtaining occupation certificate from the competent authority whichever is earlier.

Detailed order will follow. Matter stands disposed off.

Ashok Sangwan
Member
16.05.2025