

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया प.स्ट. घर, सिविल लाइन्स, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

7

Day and Date	Thursay and 21.03.2024
Complaint No.	CR/1870/2022 Case titled as Ajay Jain VS BPTP Limited
Complainant	Ajay Jain
Represented through	Shri M.K. Dang Advocate
Respondent	BPTP Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	18.01.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 26.04.2022 and the reply was received on 30.09.2022.

Succinct facts of the case as per complaint and reply are as under

Sr. No.	Particulars	Details
1.	Name of the project	'Amstoria', Sector 102 & 102A, Gurugram, Haryana.
2.	Nature of the project	Residential
3.	Project area	Cannot be ascertained
4.	DTCP license no. and validity status	58 of 2010 issued on 03.08.10 and valid upto 02.08.2025
5.	Name of the license holder	Shivanand Real Estate Pvt. Ltd.
6.	RERA registration number	Not registered
7.	Date of allotment letter in favour of original allottee	06.04.2011 (Page no. 69 of reply)
8.	Date of booking application from in favour of original allottee	18.11.2010 (Page no. 30 of reply)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR 18/10/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह सिविल लाईन गुरुग्राम हरियाणा

8.	Date of endorsement letter	01.08.2014 (Page no. 71 of reply)
9.	Date of acknowledge of ownership transfer letter in favour of complainant	22.09.2014 (Page no. 51 of complaint)
10.	Date of execution of flat buyer's agreement	Not executed
11.	Unit no.	A-160-GF (As per page no. 29 of complaint)
12.	Unit area admeasuring	1999 sq. ft.
13.	Total consideration	Rs.75,53,308/- (As alleged by the complainant at page no. 27 of the complaint)
14.	Total amount paid by the complainant	Rs.32,00,447/- (as alleged by the complainant at page no. 27 of the complaint)
15.	Possession clause as per booking application form	19. Subject to Force Majeure conditions, as defined herein in Clause 46 and further subject to the Applicant(s) having complied with all his obligations under the terms and conditions stated herein as well as in the Floor/Villa Buyers Agreement and the Applicant(s) not being in default under any part of this agreement including but not limited to the timely payment of each and every instalment of the total sale consideration including DC, Stamp Duty and other Charges and also subject to the Applicants) having compels within all formalities and documentations as prescribed by the Company, <i>the Company proposes to handover the physical possession of the Floor/ Villa to the Applicant(s) within a period of Thirty (30) months from the date of sanction of the building plans or execution of the Floor/Villa/Villa Buyer's Agreements, whichever is later("Commitment Period").</i> The Applicant(s) further agrees and understands that the Company shall additionally be entitled

		to a period of One Eighty (180) days ("Grace Period") after the expiry of the said Commitment Period to allow for obtaining the Occupancy Certificate etc. from DTCP under the Act in respect of Project "Amstoria".
16.	Due date of delivery of possession	
17.	Offer of possession	Not offered
	Demand cum reminder letters	11.05.2018, 04.07.2018, 09.07.2018 21.08.2018, 06.10.2018, 19.11.2018
18.	Termination/ cancellation intimation	13.08.2021 (page no. 85 of reply)

The counsel for the complainant states that the nomination in respect of complainant was accepted by the respondent vide letter dated 25.09.2014 (Annexure C6) alongwith acknowledgement of amount of Rs.32,00,448/- towards the unit but no BBA is executed as the complainant is subsequent allottee and the BBA sent has different terms and conditions as well as increase rate. The complainant made a request on 24.06.2021 sent by M/s Taneja Vidyut Control Pvt. Ltd. for adjustment of settlement amount of Rs.27,26,065/- (attached with the application made on 19.10.2023) but the amount is not adjusted and unit is cancelled unilaterally while the unit was required to be handed over way back in the year 2015 and hence request for restoration of the unit and directions for handing over of possession and DPC.

The counsel for the respondent states that the amount requested by M/s Taneja Vidyut Control Pvt. Ltd was not adjusted against the above unit of the complainant as there was no such contractual obligation on the part of the respondent. Although no BBA was executed but clause 14 (A) (ii) at page 59 of the reply provides for termination and forfeiture of the earnest money and interest in the event of non payment of the dues. The amount paid by the complainant has been forfeited in terms of the above clause.



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Arguments heard.

Both the parties may file written submissions within a period of 2 weeks with an advance copy to each other.

Order reserved.

Matter to come up on **23.05.2024** for pronouncement of order.

V.K. Goyal
Vijay Kumar Goyal
Member
21.03.2024