



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

PROCEEDINGS OF THE DAY		50
Day and Date	Tuesday and 21.03.2023	
Complaint No.	CR/2246/2022 Case titled as Savita Gupta Vs BPTP LIMITED	
Complainant	Savita Gupta	
Represented through	Shri Dalip Kumar proxy counsel	
Respondent	BPTP LIMITED	
Respondent Represented	Shri Harshit Batra Advocate	
Last date of hearing	11.11.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 27.05.2022 and the reply on behalf of respondent was received on 11.11.2022.

Succinct facts of the case as per complaint and annexures are as under:

S. No.	Heads	Description
1.	Name of the project	'Amstoria', Sector 102 & 102A, Gurugram, Haryana.
2.	Nature of the project	Residential
3.	Project area	108.068 acre
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.



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CA/2246/2022

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6.	RERA registration number	Not registered
7.	Date of execution of floor buyer's agreement	27.06.2012 (On page no. 18 of complaint)
8.	Unit no.	A-131-FF (On page no. 24 of complaint)
9.	Unit area admeasuring	1999 sq. ft. (On page no. 24 of complaint)
10.	(Basic sale price)	Rs. 1,07,93,001/- (As per BBA)
11.	Total amount paid by the complainant	Rs. 90,17,711/- (As alleged by the complainant, on page no. 7)
12.	Possession Clause	5.1 Subject to Force Majeure, as defined in Clause 14 and further subject to the Purchaser(s) having pled with all its obligations under the terms and conditions of this Agreement and the Purchaser(s) being in default under any part of this Agreement including but not limited to the timely payment of such and every installment of the total sale consideration including DC, Stamp duty and other charges and also subject to the Purchaser(s) having complied with all formalities or documentation as orbred by the



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		Seller/Confirming Party, the Seller/Confirming Party proposes to hand over the Physical possession of the said unit to the Purchaser(s) within a period of 24 months from the date of sanctioning of the building plan or execution of floor buyers agreement, whichever is later Commitment Period"). The Purchaser(s) further agrees and understands that the Seller/Confirming Party shall additionally be entitled to a period of 180 days ("Grace Period") after the expiry of the said Comment Period to allow for filing and pursuing the Occupancy Certificate etc. from DTCP under the Act in respect of the entire colony.
13.	Due date of delivery of possession	27.06.2014 (Calculated from the date execution of BBA)
14	Occupation Certificate	OC neither applied nor obtained as confirmed by the counsel of the respondent during proceedings.
15	Offer of possession	Not offered

The complainant has sought following relief:

1. Direct the respondents to refund the entire amount along with prescribed rate of interest.



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The counsel for the respondent states at bar that the unit cannot be offered for possession and neither constructed as there is a dispute with the land collaborator and hence, offers refund of the amount deposited.

Keeping in view the fact that the allottee complainant wishes to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016.

The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit.


The authority hereby directs the promoter to return the amount received by him i.e., **Rs.90,17,711/-** with interest at the rate of 10.70% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.


2. Compensation of Rs. 10,00,000/- to the complainants towards mental torture and harassment.

3. Litigation Cost to the tune of Rs. 1,00,000/-

The above said reliefs 2-3 comes under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

The matter stands disposed off. Detailed order will follow. File be consigned to the registry.


Sanjeev Kumar Arora
Member


Vijay Kumar Goyal
Member
21.03.2023