

PROCEEDINGS OF THE DAY		53 to 62
Day and Date	Tuesday and 20.08.2024	
Complaint No.	CR/2292/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2287/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2289/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2288/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2290/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2291/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2285/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2286/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2284/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited CR/2283/2023 Case titled as Neeraj Chaudhary and Monia Chaudhary VS BPTP Limited	

Complainant	Neeraj Chaudhary and Monia Chaudhary
Represented through	Shri Sanjeev Sharma Advocate
Respondent	BPTP Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	07.05.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 25.05.2023 and the reply on behalf of respondent was received on 06.02.2024.

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

S. N.	Particulars	Details
1.	Name of the project	"Astaire Garden"
2.	Project location	Sector 70A, Gurugram
3.	Project type	Residential Group Housing Colony
4.	Allotment letter	03.03.2015 [As per page no. 18 of complaint]
5.	Unit No.	C-100-FF [As per page no. 18 of complaint]
6.	Unit Area	1730 sq. ft. [As per page no. 18 of complaint]
7.	Date of agreement for sale	Not executed
8.	Tripartite Agreement	10.03.2015 (as per page no. 21 of complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. हा. विभाग गृह, सिविल लाइन्स, गुरुग्राम, हरियाणा

	Bajaj Finance Ltd has agreed to grant a loan of Rs. 90,00,000/- to the borrowers.	
9.	Possession clause	N/A
10.	Due date of possession	March 2017 (Vide email dated 16.06.2015 and 20.07.2015 assured the complainant that the possession of the unit in question would be handed over by march 2017)
11.	Total cost consideration	Rs. 1,38,46,573/- (Page no. 143 of reply)
12.	Amount paid	Rs. 1,07,75,005/- [Page no. 143 of reply]
13.	Occupation certificate	14.02.2018 [As per page no. 135 of reply]
14.	Offer of possession	09.12.2019 (as per page no. 141 of reply)
15.	Payment plan	At the time of booking- Rs. 1 Lac (BSP) Within 15 days of booking- Complete 90% On offer of possession- complete 10%

The complainant has sought following relief:

- 1. Possession of the unit**
- 2. DPC till actual handing over of possession**

S. No.	Floor No.	Loan amount disbursed in the account no. of the builder
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An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण



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1	C-100-FF	Rs. 89,47,190/-
2	C-100-SF	Rs. 89,47,190/-
3	C-101-FF	Rs. 89,47,190/-
4	C-101-SF	Rs. 89,47,190/-
5	C-102-FF	Rs. 89,47,190/-
6	C-102-SF	Rs. 89,47,190/-
7	C-103-FF	Rs. 89,47,190/-
8	C-103-SF	Rs. 89,47,190/-
9	C-58-GF	Rs. 93,30,620/-
10	C-58-FF	Rs. 76,13,783/-

It is observed that third party rights have been created. Proceedings are going on in the DRT in original application no. 112 of 2020 in which the complainant is also party where ARC has filed case for recovery.

Further Bajaj Finance transferred 3 loan accounts and its security interest to an asset reconstruction company known as Phoenix ARC Pvt. Ltd. vide an assignment agreement dated 03.12.2018. The borrower and security interests being transferred were as mentioned in schedule 1 of the said assignment agreement, which is reiterated hereunder:

- Neeraj Chaudhary and Monika Chaudhary
- Samson Wilkinson
- Ram Meher

Out of 3 loan accounts and security interests having being transferred, one of them is of the complainants. As on 03.12.2018, Phoenix ARC Pvt. Ltd. is considered as the lender of the loan account of the complainant and the tripartite agreement dated 10.03.2015 stood enforced amongst the complainants, Phoenix ARC Pvt. Ltd. and the respondents.

The respondent and lender fully and finally settled the matter against the unit and executed a settlement deed dated 29.03.2023. In accordance with

the settlement deed, phoenix issued a NOC for the creation of third party rights.

Arguments heard.

Order reserved.

The cost imposed upon the respondent by the authority not paid. The respondent is directed to pay the previous cost before the next date of hearing. The counsel for the respondent is directed to file status of the amount in the shape of affidavit within a period of 15 days.

Matter to come up on 12.11.2024 for pronouncement of order.

Ashok Sangwan
Member

V. I. - 3
Vijay Kumar Goyal
Member


Arun Kumar
Chairman
20.08.2024