

PROCEEDINGS OF THE DAY		17
Day and Date	Friday and 22.03.2024	
Complaint No.	CR/2631/2021 Case titled as Shailesh Kumar Agarwal VS Anand Divine Developers Private Limited	
Complainant	Shailesh Kumar Agarwal	
Represented through	Shri Yogesh Goyal Advocate	
Respondent	Anand Divine Developers Private Limited	
Respondent Represented	None	
Last date of hearing	02.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been received on 28.07.2021 and the reply on behalf of respondent has not been received till date. The instant matter was restored vide proceedings dated 07.07.2023. Further on 27.10.2023 respondent was given 3 weeks' time to file the reply but not filed yet therefore, defence struck off. On last date of hearing dated 02.02.2024 the complainant was directed to file the statement of account which should reflect the payment alleged by the complainant within 15 days but no such proof of payment is submitted till date. Succinct facts of the case as per complaint and reply are as under:		
S. N.	Particulars	Details
1.	Name of the project	ATS Triumph
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



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR/2631/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

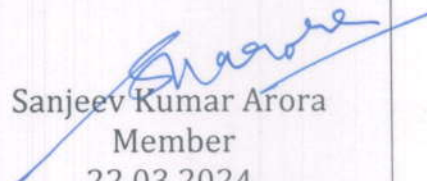
		10 of 2012 dated 03.02.2012 valid till 02.02.2020
5.	Name of the licensee	M/s Great Value HPL Infratech Private Limited M/s Kaanha Infrastructure private Limited
6.	HRERA registered/ not registered	Not registered Registration branch may take necessary action for non-registration as per the provisions of the Act
7.	Unit no.	1192 on 19 th floor, tower 01 (As per page no. 32 of the complaint)
8.	Super area admeasuring	2290 sq. ft. (As per page no. 32 of the complaint)
9.	Date of builder buyer agreement	22.07.2014 (page no. 29 of the complaint)
10.	Possession clause	18. Time of handing over possession <i>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 (Thirty- Six) months with a grace period of 6 (Six) months from the date of actual start of construction of a particular tower building in which the registration for allotment is made, such date hereinafter referred to as "stipulated date", subject always to timely payment of all charges including the basic sale price, stamp duty, registration fees 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 (taken from the date of</i>

		<i>completion of basement i.e. 24.12.2013 as date of start of construction is not held on record) 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.</i>
11.	Due date of possession	24.06.2017 [Grace period of 6 months allowed being unqualified]
12.	Total sale consideration as per BBA at page 52 of complaint	₹ 2,03,36,750/-
13.	Amount paid by the complainant	₹ 28,16,700/- (As per BBA at page no. 33 of complaint) Loan disbursed by the ICICI Bank ₹ 1,50,40,000/- (pg 56 of complaint)
14.	Amount paid as alleged by the complainant	₹ 1,95,05,564/- (pg. 9 of complaint)
15.	Offer of possession	10.02.2021 (page no. 132 of the complaint)

The counsel for the complainant is submitting statement of account as directed by the authority vide proceedings dated 02.02.2024 which is taken on record. Further stated that the amount given in SOA furnished today which is dated 05.02.2024 as per which the amount paid by the complainant comes out to Rs.1,87,52,798/- and the same should be treated as the final figure. Further stated that since the due date of possession i.e. 24.06.2017 (which stands agreed upon by the counsel for the complainant) has already expired and till date possession has not been offered. The offer of possession of the unit was given by the respondent on 10.02.2021 which was not enclosed with the copy of the occupation certificate received from the competent authority,

hence, that offer is not a valid offer of possession. Undoubtedly there is a delay in handing over the possession of unit, hence DPC is allowed at the prescribed rate of interest i.e. 10.85% per annum from the due date of possession till actual handing over of possession or till valid offer of possession + 2 months after obtaining OC whichever is earlier.

Detailed order will follow. Matter stands disposed off.


Sanjeev Kumar Arora
Member
22.03.2024