

PROCEEDINGS OF THE DAY		34
Day and Date	Thursday and 08.05.2025	
Complaint No.	CR/3014/2024 Case titled as Romi Kumar Kohli VS Perfect Buildwell Private Limited	
Complainant	Romi Kumar Kohli	
Represented through	Shri Saurabh Sachdeva Advocate	
Respondent	Perfect Buildwell Private Limited	
Respondent Represented through	Ms. Sapna Yadav proxy counsel	
Last date of hearing	17.04.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been received on 22.07.2024 and registered as complaint no.3014 of 2024 and reply on behalf of respondent was received on 20.11.2024. The succinct facts of the case as per complaint and annexures are as follows:		
S.No.	Particulars	Details
1.	Name and location of the project	"Zara Aavaas", Sector 104, Gurugram
2.	Nature of the project	Affordable Group Housing Colony
3.	Project area	5.00 acres
4.	DTCP license no.	12 of 2014 dated 10.06.2014 valid up to 09.12.2019
5.	Name of licensee	M/s Perfect Buildwell Pvt. Ltd. and 1 other
6.	RERA Registered/ not registered	Registered vide no. 152 of 2017 dated 28.08.2017 valid up to 31.12.2019
7.	Unit no.	Apartment no.05, 14th floor, Tower-03 (As per page no.27 & 32 of the complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR/3014/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Unit area admeasuring	524 sq. ft. (carpet area) & 94 sq. ft. (balcony area) (As per page no.27 & 32 of the complaint)
9.	Allotment letter	19.10.2015 (As per page no.27 of the complaint)
10.	Date of execution of apartment buyer's agreement	30.04.2016 (As per page no. 30 of the complaint)
11.	Date of Environment Clearance	09.03.2015 (As per page no. 19 of the reply)
12.	Date of approval of building plan	08.12.2014 (Taken from similar complainant of the same project)
13.	Possession clause	3.1 <i>"Unless a longer period is permitted by the DGTCP or in the policy and subject to the force majeure circumstance as stated in clause 16 hereof, intervention of statutory authorities, receipt of occupation certificate and timely compliance by the apartment buyer(s) of all his/her/their obligations, formalities and documentation as prescribed by the developer from time to time and not being in default under any part of this agreement, including but not limited to timely payment of installments of the total cost and other charge as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the apartment buyer(s) within 4 (four) years from the date of approval of building plans or grant of environment clearance, whichever is later....."</i> (As per page no. 37 of the complaint)
14.	Due date of possession	09.03.2019 (Due date to be calculated from the date of environment clearance i.e., 09.03.2015, being later.)



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15.	Total sale consideration	Rs.21,43,000/- (As per BBA, page no. 34 of the complaint)
16.	Amount paid by the complainant	Rs.24,35,604/- (As per ledger account on page 59 of the complaint)
17.	Occupation Certificate/ completion certificate	04.12.2019 (As per page no. 30 of the reply)
18.	Offer of possession	25.01.2020
19.	Physical handover of possession	05.02.2020 (As per page no.58 of the complaint)

The counsel for the complainant states that the complainant has already paid more than sale consideration of the unit and conveyance deed is not yet executed and requesting for allowing DPC from the due date of possession till handing over of possession and execution of conveyance deed, as respondent is obligated for the same in terms of Section 17 of the Act, 2016.

The counsel for the respondent states that the due date of possession was 09.03.2019 to be calculated from the date of EC being later, i.e. 09.03.2015 but due to ban on construction for 511 days by the various department/ Authorities, the construction could not be completed and thereafter the occupation certificate was obtained on 04.12.2019 and offer the possession on 25.01.2020.

Arguments heard.

In view of the above, the respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e. 11.10% p.a. to the complainant from the due date of possession i.e. 09.03.2019 till offer of possession plus two months after obtaining occupation certificate or actual taken over of possession (i.e., 05.02.2020), whichever is earlier.

Other relief shall be part of detailed order.

Detailed order will follow. Matter stands disposed off.

V. I. 3
Vijay Kumar Goyal
Member
08.05.2025