

PROCEEDINGS OF THE DAY		30
Day and Date	Friday and 25.08.2023	
Complaint No.	CR/32/2022 Case titled as Gaurav Dua Vs BPTP Limited	
Complainant	Gaurav Dua	
Represented through	Shri Gaurav Rawat Advocate	
Respondent	BPTP Limited	
Respondent Represented	Shri Harshit Batra Advocate	
Last date of hearing	24.03.2023	
Proceeding Recorded by	Naresh Kumari	

Proceedings

The present complaint has been received on 03.02.2022 and the reply on behalf of respondent was received on 28.03.2022.

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

S.N.	Particulars	Details
1.	Name of the project	"Pedestial", Sector- 70A, Gurugram
2.	Nature of project	Residential
3.	RERA registered/not registered	Not Registered
4.	DTPC License no.	15 of 2011 dated 07.03.2011
	Validity status	04.04.2025
5.	Unit no.	B-94-TF [As per page no. 79 of reply]



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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

6.	Unit measuring	2878 sq. ft. [As per page no. 79 of reply]
7.	Allotment Letter	11.11.2013 (Page no. 68 of reply)
8.	Date of execution of Floor buyer's agreement	29.11.2013 (Page no. 74 of reply)
9.	Possession clause	5. Possession 5.1 The Seller/Confirming Party proposes to offer possession of the Unit to the Purchaser(s) within a Commitment Period. The Seller/Confirming Party shall be additionally entitled to a Grace Period of 180 days after the expiry of the said Commitment Period for making offer of possession to purchaser(s). 1.4 "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC). Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the

		Purchaser(s) within a period of 36 months from the date execution of Floor Buyer's Agreement.
10.	Due date of possession	29.11.2016 (Calculated from the execution of BBA)
11.	Total sale consideration	Rs. 1,73,89,461/- (Page 17 of complaint)
12.	Total amount paid by the complainant	Rs. 1,40,27,353/- as agreed by both the parties during the proceedings.
13.	Occupation certificate dated	Not obtained
14.	Offer of possession	Not on record

The counsel for the complainant states that the due date of possession was 29.11.2016 but no offer of possession has been made till date and further stated that pre-EMIs were to be paid by the respondent which they paid upto November 2021 as admitted by the respondent at page No.2 of the reply.

The counsel for the respondent states that undoubtedly there is a delay in possession, if the authority decides to allow DPC, the amount already paid as pre-EMI on behalf of the complainant to the bankers should be deducted out of the amount of DPC.

Arguments heard.

DPC charges are allowed. The respondent is directed to pay DPC from the due date till offer of possession plus two months at the prescribed rate of 10.75% per annum and the amount already paid as pre EMI will be deducted out of the total amount of delay possession charges. Further, the respondent is directed to hand over the possession of the unit after obtaining valid occupation certificate.



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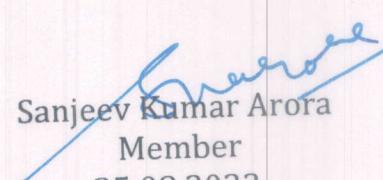
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Matter stands disposed off. Detailed order will follow. File be consigned to the registry.


Sanjeev Kumar Arora
Member
25.08.2023