



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY

11

Day and Date	Tuesday and 26.09.2023
Complaint No.	CR/3383/2020 Case titled as Ashok Chopra Vs BPTP Limited
Complainant	Ashok Chopra
Represented through	Shri Vipin Naggar Advocate
Respondent	BPTP Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	12.09.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 26.10.2020 and the reply was received on 05.01.202.

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

Sr. No.	Particulars	Details
1.	Name of the project	'Astaire Garden', Sector 70-A, Gurugram, Haryana.
2.	Rera Registered/Not Registered	Registered 912 Of 2021
3.	Unit no.	E-56-SF (on page no. 58 of complaint)
4.	Unit admeasuring	1090 sq. ft. (on page no. 58 of complaint)
5.	Date of execution of flat buyer's	23.02.2012



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CR/3383/20

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	agreement	(on page no. 48 of complaint)
6.	Building plan	03.05.2013
7.	Possession clause	Possession Clause (5.1): Subject to Force Majeure as defined in Clause 14 and further subject to the Purchaser(s) having complied with all its obligations under the terms and conditions of this Agreement and the Purchaser(s) not being in default under any part of this Agreement including but not limited to the timely payment of each 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 prescribed by the 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 36 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 Commitment Period to allow for filing and pursuing the Occupancy Certificate etc from DTCP under the Act in respect of the entire colony. (Emphasis supplied).
8.	Due date of delivery of possession	03.05.2016 (Calculated from the date of sanctioning of building plan as it being later)
9.	Total sale consideration	Rs 76,31,920/- (As per page no. 169 of reply)
10.	Total amount paid	Rs 54,19,209/- (As per page no. 169 of reply)
12.	Occupation certificate	16.09.2019 (As per page no. 166 of reply)
13.	Offer of possession	18.09.2019 (As per page no. 167 of reply)
14	Conveyance deed	28.01.2020 (As per page no. 193 of reply)
15.	Grace period utilization	11. In the present case, the promoters are seeking a grace period of 180 days for filing and pursuing of occupancy certificate etc. from DTCP. As a matter of fact, from the perusal of occupation certificate dated 16.09.2019 it is implied that the promoters applied for occupation certificate later



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CA/3383/2020

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		than 180 days from the due date of possession i.e., 03.05.2016. The clause clearly implies that the grace period is asked for filing and pursuing the occupation certificate, therefore as the promoters applied for the occupation certificate much later than the statutory period of 180 days, they do not fulfil the criteria for grant of the grace period. Therefore, the grace period is not allowed, and the due date of possession comes out to be 03.05.2016.
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The counsel for the complainant states that offer of possession was made on 18.09.2019 and thereafter allottee was asked to execute Conveyance Deed which has been executed on 20.01.2020 and physical possession was handed over only after execution of CD i.e. on 18.02.2020 and hence, seeking delayed possession charges from the due date of possession i.e. May 2016 till handing over of possession i.e. 18.02.2020. The respondent has demanded GST of Rs.3,03,048/- and is seeking relief in terms of High Powered Committee to look into the issue of applicability of GST in case of delayed projects.

The counsel for the respondent states that a settlement agreement duly accepted by the allottee at page 186 of the reply clearly stipulate that the DPC claim in terms of applicable laws including RERA has been settled and further an amount of Rs.7,46,850/- towards DPC has been credited in the account statement. The counsel for the respondent states that Hon'ble Supreme Court of India in Civil appeal No. 2567 of 2017 titled as M.R.Vinoda Versus M.S. Susheelamma (D) By LRS. And others and Civil Appeal No.2790 of 2012



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CN/3383/2023

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titled as Bhushan Power and Steel Limited Versus Mr.S.L.Seal, Addl. Secretary (Steel and Mines), Govt. of Odisha and others has held that contents of the letter are to be seen and not the subject as the subject in above settlement is "discount letter".

The complainant allottee clarifies that the above amount was adjusted on account of early payment as the remaining total amount was sought on the same day and not on account of DPC.

Arguments heard.

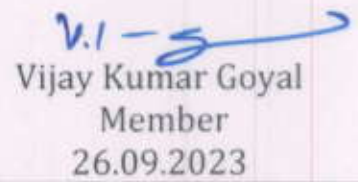
Both the counsel are directed to submit written submissions within a period of 15 days with an advance copy to each other.

Order reserved.

Matter to come up on 19.12.2023 for final arguments and orders.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
26.09.2023