



HARERA
GURUGRAM

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

PROCEEDINGS OF THE DAY		36
Day and Date	Wednesday and 15.12.2021	
Complaint no.	CR/3411/2021 Case titled as Harvinder Pal Singh V/s Emaar MGF Land Ltd.	
Complainant	Arvinder Pal Singh	
Represented through	Shri Jagdeep Kumar Advocate	
Respondent	Emaar MGF Land Ltd.	
Respondent represented through	Shri Dhruv Rohtagi Advocate	
Last date of hearing	19.10.2021	
Proceeding recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 01.09.2021 and the reply was received on 19.10.2021.

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

Sr. No.	Particulars	Details
1.	Name of the project	Gurgaon Greens, Sector 102, Gurugram, Haryana
2.	Unit no.	GGN-14-0901, 9 th floor, building no. 14 [annexure P2, page 52 of complaint]
3.	Provisional allotment letter dated	27.01.2013 [annexure P1, page 30 of complaint]
4.	Date of execution of buyer's agreement	16.05.2013 [annexure P2, page 49 of complaint]
5.	Possession clause	14. POSSESSION

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CA/341/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		(a) Time of handing over the Possession Subject to terms of this clause and barring force majeure conditions, subject to the Allottee having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Company, the Company proposes to hand over the possession of the Unit within <u>36 (Thirty Six) months from the date of start of construction,</u> subject to timely compliance of the provisions of the Agreement by the Allottee. The Allottee agrees and understands that the Company shall be entitled to a <u>grace period of 5 (five) months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.</u> (emphasis supplied) [annexure P2, page 65 of complaint]
6.	Date of start of construction as per statement of account dated 03.09.2021 at page 116 of reply	14.06.2013
7.	Due date of possession	14.06.2016 [Note: Grace period is not included]
8.	Total consideration as per statement of account dated 03.09.2021 at page 116 of reply	Rs. 95,65,405/-
9.	Total amount paid by the complainant as per statement of account dated 03.09.2021 at page 117 of reply	Rs.95,95,833/-
10.	Occupation certificate	05.12.2018

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR/3411/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		[annexure R7, page 119 of reply]
11.	Offer of possession	12.12.2018 [annexure R9, page 125 of reply]
12.	Unit handover letter dated	05.05.2019 [annexure R10, page 130 of reply]
13.	Conveyance deed executed on	09.05.2019 [annexure R11, page 131 of reply]
14.	Delay compensation already paid by the respondent in terms of the buyer's agreement as per statement of account dated 03.09.2021 at page 117 of reply	Rs.3,08,799/-

The complainant is seeking the following reliefs:

1. Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on the amount paid by the complainant as sale consideration of the said flat from the date of payment till the date of delivery of possession.

Considering the above-mentioned facts, the authority calculated due date of possession according to clause 14(a) of the agreement i.e., 36 months from the date of start of construction and disallows the grace period of 5 months as the promoter has not applied to the concerned authority for obtaining completion certificate/occupation certificate within the time limit prescribed by the promoter in the buyer's agreement. As per the settled law one cannot be allowed to take advantage of his own wrong. Therefore, the authority allows DPC w.e.f. 14.06.2016 till 12.02.2019 i.e. expiry of 2 months from the date of offer of possession (12.12.2018).

The amount of compensation already paid to the complainant by the respondent as delay compensation as per the buyer's agreement shall be adjusted towards delay possession charges payable by the promoter at the prescribed rate of interest (DPC) to be paid by the respondent as per the proviso to section 18(1) of the Act.



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

15/12/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

The matter stands disposed of. Detailed order will follow. File be consigned to registry.

V.I. -
Vijay Kumar Goyal
Member

Dr. KK Khandelwal
Chairman
15.12.2021