



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

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Day and Date	Thursday and 22.05.2025
Complaint No.	CR/476/2024 Case titled as Biplabjit Ghosh VS YB Builders Private Limited
Complainant	Biplabjit Ghosh
Represented through	Shri Hemant Phogat Advocate
Respondent	YB Builders Private Limited
Respondent Represented	Shri Sushil Yadav Advocate
Last date of hearing	06.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 20.02.2024 and reply on behalf of respondent no. 1 & 2 was received on 10.04.2024.

S.No.	Particulars	Details
1.	Name of the project	Nimai Palace, Sector 114, Gurugram
2.	Nature of project	Commercial
3.	RERA registered/not registered	Not registered
4.	DTPC License no.	126 of 2012 dated 20.12.2012
5.	Unit no.	406, 4 th floor (page 18 of complaint)
6.	Unit admeasuring	375 + 48 sq. ft. approx. (page 18 of complaint)
7.	Building plan approval	18.06.2013 (taken from CR/113/2024 disposed on 15.05.2025)
8.	Date of execution of buyer's agreement	09.02.2015 (page 17 of complaint)
9.	Possession clause	26. <i>The Developer shall offer possession of the unit any time within a period of 36 months from the</i>



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CR/478/2024

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		<i>date of, sanction of building plans or date of execution of buyer's agreement whichever is later, subject to force-majeure circumstances such as act of God, fire earthquake, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy labour equipment facilities material or supplies, failure of transportation, strike, lock outs, action of labour union, any dispute with any contractor / construction agency appointed by the Developer, change of law, or any notice, order, rule or notification issued by any Courts/Tribunals and/or Authorities, delay in the grant of part / full completion (occupancy) certificate by the Government and/or any other public or competent authority or intervention of Statutory Authorities, or any other reason(s) beyond the control of the Developer. The Allottee(s) shall not be entitled to any compensation on the grounds of delay in offering possession due to reasons beyond the control of the Developer.</i> (page 24 of complaint)
10.	Due date of possession	09.02.2018 (calculated from the date of execution of buyer's agreement being later)
11.	Total sale consideration	Rs.26,86,777/- (page 18 of complaint)
12.	Total amount paid by the complainant	Rs.29,21,582/- (as per SOA page 32 of complaint and page 30 of reply)
13.	Occupation certificate	10.02.2023 (submitted by respondent during proceedings dated 06.03.2025)
14.	Offer of possession	01.04.2023 as confirmed by both the parties and copy placed on the record.

The complainant has sought following relief(s):

1. Direct the respondent to pay Delay possession charges.
2. Direct the respondent to pay litigation cost of Rs.50,000/-

The counsel for the complainant submits that the builder buyer agreement was executed between the parties for the subject unit on 09.02.2015 and the



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due date of possession as per the agreement was 09.02.2018. However, the possession for the subject unit was offered on 01.04.2023 after a prolonged delay. Hence, the complainant gets entitled for delay period interest.

Further, the counsel for the complainant clarifies that M/s YB builder is the land owner as well as licensee of the project while the agreement has been executed with M/s Nimai Developers Pvt. Ltd. and is seeking relief from both the respondent as they are jointly and severally liable. The counsel for the respondent clarifies that both are the sister concerns.

Arguments heard.

The respondents/promoters jointly and severally are directed to pay interest at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 09.02.2018 till valid offer of possession i.e. 01.04.2023 plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

Detailed order will follow. Matter stands disposed off.


Vijay Kumar Goyal
Member
22.05.2025