



**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

<b>PROCEEDINGS OF THE DAY</b>		<b>33</b>
Day and Date	Thursday and 16.11.2023	
Complaint No.	CR/5040/2022 Case titled as Arun Kumar Singh and Tripti Singh VS Emaar MGF Land Ltd	
Complainant	Arun Kumar Singh and Tripti Singh	
Represented through	Complainants in person	
Respondent	Emaar MGF Land Ltd	
Respondent Represented through	Shri Ishaan Dang, Advocate	
Last date of hearing	9.11.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

### **Proceedings**

The present complaint has been received on 01.08.2022 and the reply was received on 27.10.2022.

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

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	Palm Terrace Select, Sector 66, Gurugram, Haryana
2.	Total area of the project	37.708 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	1. 93 of 2008 dated 12.05.2008. Valid/renewed up to 11.05.2020. 2. 50 of 2010 dated 24.06.2010. Valid/renewed up to 23.06.2020.
	Licensee	1. Arjun Dev and another C/o Emaar MGF Land Ltd.



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR No. 5040/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		2. Brijbasi Projects Pvt. Ltd. C/o Emaar MGF Land Ltd.
5.	HRERA registered/ not registered	<b>Registered vide no.19 of 2018 dated 01.02.2018</b>
	HRERA registration valid up to	30.04.2018
	HRERA extension of registration vide	<b>03 of 2019 dated 08.10.2018</b>
	Extension valid up to	30.04.2019
6.	Occupation certificate granted on	08.03.2019 [pg. 138 of reply]
7.	Unit no.	PTS-10-0002, 0 floor, building no. 10. [page 64 of complaint]
8.	Area of the unit	2410 sq. ft.
9.	Provisional allotment letter issued on	20.07.2010 [page 64 of complaint]
10.	Date of execution of buyer's agreement with original allottee	06.10.2010 [page 69 of complaint]
11.	Nomination letter in favor of complainants	30.04.2017 [pg. 136 of reply]
12.	Date of agreement to sell executed between original allottee and complainants	13.11.2016 [pg. 119 of complaint]
13.	Possession clause	<b>14. POSSESSION</b> <b>(a) Time of handing over the possession</b> <i>Subject to terms of this clause and subject to allottee(s) having complied with all the terms and conditions of this buyer's agreement, and not being in default under any of the provisions of this buyer's 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</i>



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

CR No 5040/2022  
हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		<i>within 36 (thirty six) months from the date of start of construction, subject to timely compliance of the provisions of the buyer's agreement by the allottee. The allottee(s) agrees and understands that the company shall be entitled to a grace period of 3 (three) months, for applying and obtaining the completion certificate/ occupation certificate in respect of the unit and/or the project.</i>	
		(Emphasis supplied)	
		[pg. 87 of complaint]	
14.	Date of start of construction as per SOA dated 26.07.2021	31.07.2012 [pg. 218 of complaint]	
15.	Due date of possession	31.07.2015 [Note: Grace period is not included]	
16.	Total consideration	As per statement of account dated 26.07.2021, at page 218 of complaint	As per payment plan annexed with the buyer's agreement
		Rs.2,28,94,295/-	Rs.2,25,42,588/-
17.	Total amount paid by the allottees as per statement of account dated 26.07.2021, at page 219 of complaint	Rs.2,30,04,604/-	
18.	Offer of possession	11.03.2019 [pg. 148 of complaint]	

The complainants present in person and are seeking delayed possession charges and stated that the respondent has charged heavy PLC amount for front side lawn and green area and backside dedicated lawn which are now completely exposed to general public by constructing a ramp right in front of the unit in dispute and a staircase in the back side which opens right in between the lawn of the complainants and a wall <sup>has</sup> been constructed in front of my unit which has become the most disadvantage location.



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR No. 5040/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

The counsel for the respondent draws attention of the authority towards clause 14 (a) of the BBA pertaining to handing over of the possession which has different time period for different towers which falls to the category of ground floor plus 4 floors and the towers which falls under category of ground plus 13 floor. The unit of the complainant is situated in a tower having 13 floors and hence the time of 36 months from the date of commencement of construction is to be counted. The construction has commenced w.e.f. 31.07.2012 (page 110) of the reply and hence due date comes to 31.07.2015 plus three months of grace period which may also be granted. Further an indemnity bond was signed on 10.04.2017 and thereafter unit was transferred in favour of the allottee on 30.04.2017. Further while making offer of possession on 11.03.2019, after obtaining OC, an amount of Rs.7,11,313/- was adjusted towards the delay compensation as also acknowledged by the complainant (page 143 of the reply). Further, as per annexure R-3, the details of PLC are given and the provision of stair case has been made due to changes in the Haryana Building Code requiring the provisions of 2<sup>nd</sup> stair case.

Further states that PLC has been charged as per BBA as per clause 1.2(d) page 58 of the reply and at page 128 of the reply.

Detailed arguments heard.

Both the counsels of the parties may file written submissions within one week after supplying a copy to each other.

Detailed orders will follow.

V.1 - 3  
Vijay Kumar Goyal  
Member  
16.11.2023