PROCEEDINGS OF THE DAY	50
Day and Date	Tueasday and 25.04.2023
Complaint No.	CR/557/2022 Case titled as Veena Shamra Vs Revital Reality Private Limited
Complainant	Veena Shamra
Represented through	Ms. Twinkle Sachdeva proxy counsel
Respondent	Revital Reality Private Limited
Respondent Represented	Shri Bhrigu Dhami Advocate
Last date of hearing	22.11.2022
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was received on 14.02.2022 and the reply on behalf of respondent was received on 26.04.2022.

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

S.N.	Particulars	Details
1.	Name of the project	"Supertech Basera" sector- 79&79B, Gurugram
2.	Project area	12.10 area
3.	Nature of project	Affordable Group Housing Project
4.	RERA registered/not registered	Registered vide no. 108 of 2017 dated 24.08.2017
5.	RERA registration valid upto	31.01.2020
6.	RERA extension no.	14 of 2020 dated 22.06.2020
7.	RERA extension valid upto	31.01.2021

8.	Date of approval of building plans	19.12.2014 [as per information obtained by the planning branch]
9.	Date of grant of environment clearance	22.01.2016 [as per information obtained by the planning branch]
10.	Unit no.	1106, 11th floor, tower/block- 3, (Page no. 25 of the complaint)
11.	Unit measuring	495 sq. ft. (Carpet area) 97 sq. ft. (Balcony area) (Page no. 25 of the complaint)
12.	Allotment letter	29.12.2015 (Page no. 22 of the complaint)
13.	Date of execution of flat buyer's agreement	22.03.2016 (Page no. 24 of the complaint)
14.	Possession clause	**3.1 Possession** *Subject to force majeure circumstances, intervention of Statutory Authorities, receipt of occupation certificate and Allottee/Buyer having timely complied with all its obligations, formalities, or documentation, as prescribed by the Developer and not being in default under any part hereof and Flat Buyer's Agreement, including but not limited to the timely payment of installments of the other charges as per payment plan, Stamp Duty and registration charges, the Developers Proposes to offer possession of the said Flat to the Allottee/Buyer within a period of* ***4 (four) years from the date of approval of building plans or grant of environment clearance****, (hereinafter*

		*referred to as the **"Commencement Date"**) , whichever is later. The Developer also agrees to compensate the Allottee/Buyer @ Rs.5.00/- (Five rupees only) per sq. ft. of the area of the flat per month for any delay in handing over possession of the Flat beyond the given promised **period plus the grace period of 6 months and upto offer letter of possession or actual physical possession whichever is earlier**.* (Page no. 28 of the complaint).
15.	Grace period	**Not allowed**
16.	Due date of possession	22.01.2020 [Note: - the due date of possession can be calculated by the 4 years from the date of environment clearance i.e., 22.01.2016]
17.	Total sale consideration	Rs.20,28,500/- (As per payment plan page no. 26 of the complaint)
18.	Total amount paid by the complainant	Rs.19,52,760/- (As per receipt information page no. 20 &21, and 40 to 45 of the complaint)
19.	Occupation certificate	Not obtained
20.	Delay in handing over possession till the date of order i.e., 25.04.2023	3 years 3 months and 3 days

The complainant has sought following relief:

1. **To pass an order for delayed penalty due to delay in handing over of the possession @ 18% per annum, from the due date of possession till the date of actual possession of the unit is not handed over to the complainant, in favour of the complainant and against the respondent.**

Considering the above-mentioned facts, the due date of possession is calculated as per clause 3.1 of the flat buyer's agreement i.e., 4 years from the date of approval of

building plans (19.12.2014) or grant of environment clearance, (22.01.2016) (hereinafter referred to as the **"Commencement Date"**), whichever is later which comes out to be 22.01.2020.

The counsel for the respondent requests for allowing 6 months grace period as per clause 3.1 of the BBA which proposes to compensate the allottee at the rate of Rs.5/- per sq. ft. per month for possession of the flat delayed beyond 6 months. However, the above extension of 6 months beyond the due date is not provided under the Affordable Group Housing Policy approved by the State Government. The counsel for the respondent further requests that relaxation of 6 months of Covid period may be granted.

The authority observes that there is no provision in relation to grace period in Affordable Group Housing Policy, 2013. As such in absence of any provision related to grace period, the said grace period of six months as sought by the respondent promoter is disallowed in the present case.

Accordingly, the complainant is entitled for delayed possession charges as per the proviso of section 18(1) of the Real Estate (Regulation and Development) Act, 2016 at the prescribed rate of interest i.e., 10.70% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 22.01.2020 till actual handing over of possession or valid offer of possession after obtaining occupation certificate, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

Complaint stand disposed of. Detailed order will follow. File consigned to the registry.

Sanjeev Kumar Arora
Member

Vijay Kumar Goyal
Member
25.04.2023