



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा मू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY		40
Day and Date	Thursday and 04.07.2024	
Complaint No.	CR/5702/2023 Case titled as Anisha and Neeraj Kumar VS Shine Buildcon Private Limited	
Complainant	Anisha and Neeraj Kumar	
Represented through	Shri Ashish Budhiraja Advocate	
Respondent	Shine Buildcon Private Limited	
Respondent Represented	Shri Pankaj Chandola Advocate	
Last date of hearing	09.05.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 15.12.2023 and the reply on behalf of respondent was received on 30.04.2024.		
Succinct facts of the case as per complaint and reply are as under:		
Sr. No.	Particulars	Details
1.	Name of the project	"70 Grandwalk", Sector 70, Gurugram
2.	Project area	2.893 acres
3.	Nature of the project	Commercial Complex
4.	DTCP license no. and validity status	34 of 2012 dated 15.04.2012 valid upto 14.04.2020
5.	Name of licensee	Shine Buildcon
6.	RERA Registered/ not registered	28 of 2017 dated 28.07.2017 valid upto 30.06.2022
7.	Unit no.	B-122, 1 st floor (Page no.34 of complaint)
8.	Unit area admeasuring	179 sq. ft. (Super Area) (Page no.34 of complaint)

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9.	Allotment Letter	17.11.2014 (Page no. 27 of complaint)
10.	Date of execution of BBA	11.05.2015 (Page no. 32 of complaint)
11.	Building plan approval	03.05.2013 (submitted by respondent)
12.	Payment Plan	Possession linked plan (page 77 of complaint)
13.	Possession clause	Clause 13. POSSESSION AND HOLDING CHARGES "(ii) subject to Force Majeure, as defined herein and further subject to the Allottee having complied with all its obligations under the terms and conditions of this Agreement and not having defaulted under any provision(s) of this Agreement including but not limited to the timely payment of all dues and charges including the total sale Consideration, registration charges, stamp duty and other charges and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company proposes to offer the possession of the said Shop to the Allottee within a period of 42 months from the date of signing of this agreement or approval of the Building plans, whichever is later. The Allottee further agrees and understands that the Company shall additionally be entitled to a period of 6 (six month) ("Grace period"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company." (Page no. 80 of complaint)
14.	Due date of possession	11.05.2019 (Calculated to be 42 months from the date of execution of BBA being later including grace period of 6 months being unqualified and unconditional)
15.	Total Sale consideration	Rs.18,75,025 /- (As per BBA at page no. 77 of complaint)
14.	Amount paid by the complainants	Rs. 12,53,645/- (As per SOA page 108 of complaint)
15.	Occupation certificate	10.10.2023



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CR/5702/2023

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		(Page no. 31 of reply)
16.	Offer of possession	15.10.2023 (Page no. 106 of complaint)

The complainants have sought following relief(s):

1. Direct the respondent to handover the possession.
2. Direct the respondent to execute conveyance deed
3. Direct the respondent pay delay possession charges till actual physical possession.
4. Direct the respondent not to charge anything not a part of agreement.
5. Direct the respondent not to charge holding charges and maintenance charges till actual handover.
6. Direct the respondent not to charge EEC/EFC, charges and power backup charges.
7. Direct the respondent to pay litigation cost of Rs.1,00,000/-.

The counsel for the complainant requests for grant of DPC and wishes to continue in the project. However, at the time of offer of possession, the glass door charges and specification improvement charges are being demanded which are inclusive of price and not separately leviable. Further, he is not pressing the relief of EEC/EFC charges and for power back up charges.

The counsel for the respondent states that offer of possession has been made after obtaining OC and that the above charges of glass door and specification improvement are part of agreement as per clause 3 (iii) and clause 10 (1).

Arguments heard.

DPC @ 10.95% per annum is allowed from due date of possession i.e. 11.5.2019 till offer of possession i.e. 15.10.2023 plus two months or actual handing over of possession whichever is earlier. No charges shall be levied which are not part of BBA. The respondent to issue revised account statement within a period of 30 days after adjusting the DPC and no charges shall be levied which are not part of BBA. The possession shall be handed over in next 30 days after payment of outstanding amount, if any.

Detailed order will follow. Matter stands disposed off.

V.I -
Vijay Kumar Goyal
Member
04.07.2024