



<b>PROCEEDINGS OF THE DAY</b>		<b>13</b>
Day and Date	Thursday and 06.03.2025	
Complaint No.	CR/6030/2022 Case titled as Ganesh Kumar Dwivedi VS EMAAR India Limited	
Complainant	Ganesh Kumar Dwivedi	
Represented through	Shri Gaurav Rawat Advocate	
Respondent	EMAAR India Limited	
Respondent Represented	Shri Ishaan Dang Advocate	
Last date of hearing	21.11.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

### Proceedings

The present complaint was filed on 06.09.2022 and registered as complaint no. 6030 of 2022 and the respondent has filed reply to the present complaint on 29.11.2022.

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

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	"Premier Terraces at Palm Drive", Sector 66, Gurugram, Haryana
2.	Nature of project	Group housing colony
3.	DTCP License no.	i. 228 of 2007 dated 27.09.2007 valid up to 26.09.2019 ii. 93 of 2008 dated 12.05.2008 valid up to 11.05.2020
4.	Unit no.	H-705, Tower-H, 7 <sup>th</sup> floor (As per page no. 52 of the complaint)
5.	Unit area	1950 sq. ft. (Super Area) (As per page no. 52 of the complaint)
6.	Revised unit area	1996.17 sq. ft. (Super Area) (As on page no. 137 of the reply) ( <b>Note:</b> Super Area was increased to 1996.17 sq. ft. from 1950 sq. ft.)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

*CR/6030/2022*

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

7.	Allotment letter	11.02.2008 (As per page no. 40 of the complaint)
8.	Date of execution of buyer's agreement	05.03.2008 (As per page no. 49 of the complaint)
9.	Date of tripartite agreement	28.12.2017 (As per page no. 167 of the reply)
10.	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 the Apartment 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 Apartment/Villa/Penthouse by December 2010. The Apartment Allottee agrees and understands that the Company shall be entitled to a grace period of ninety (90) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.</i> (Emphasis supplied) (As on page no. 66 of the complaint)
11.	Due date of possession	March 2011 (As mentioned in buyer's agreement plus grace period of 90 days)
12.	Total sales consideration	Rs.1,02,91,890/- (As per schedule of payments on page no. 81 of the complaint)
13.	Amount paid by the complainant	Rs.1,15,81,610/- (As per SOA on page no. 58 of the reply)
14.	Occupation certificate	25.01.2018 (As per page no. 44 of the reply)
15.	Offer of possession	08.03.2018 (As per page no. 95 of the complaint)
16.	Indemnity cum undertaking	05.05.2018 (As per page no. 133 of the reply)



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CR/6039/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

17.	Unit handover letter	23.06.2018 (As per page no. 137 of the reply)
18.	Conveyance deed	06.09.2018 (As per page no. 111 of the complaint)


The counsel for the complainant states that the complainant is seeking delayed possession charges as the due date for handing over of possession was March, 2011, however the offer of possession was made on 08.03.2018 and the complainant has approached the Authority on 06.09.2022 which is within time to claim his rights and hence, requests to allow DPC from the due date of possession till offer of possession plus two months.

The counsel for the respondent states that the present complaint is a post-CD matter as the conveyance deed was executed way back on 14.12.2017 and also barred by limitation as the unit was handed over in 2017 and the complainant has filed the present complaint in 2022. He further states that even if the zero period allowed by the Hon'ble Supreme Court of India, then also it is barred by limitation and requests for dismissal on the same ground.

After computing the zero period from 15.03.2020 to 28.02.2022 allowed by the Hon'ble Supreme Court in MA No. 21 of 2022 of suo-moto writ petition Civil No. 3 of 2020 dated 10.01.2022, the complaint is within limitation. In view of the same, DPC is allowed from due date of possession i.e., March, 2011 till offer of possession (08.03.2018) plus two months i.e., 08.05.2018 being earlier.

Arguments heard.

Detail order will follow. Matter stands disposed off.

  
Vijay Kumar Goyal  
Member  
06.03.2025