



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

23

PROCEEDINGS OF THE DAY

Day and Date	Thursday and 10.08.2023
Complaint No.	CR/6148/2023 Case titled as Dr. Sonali Mishra Vs BPTP Limited
Complainant	Dr. Sonali Mishra
Represented through	Complainant in person with Shri Jeemon Raju K Advocate
Respondent	BPTP Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	31.03.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 30.09.2022 and the reply was received on 23.05.2023.

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

Sr. No.	Particulars	Details
1.	Name of the project	'Park Terra', Sector 37-D, Gurugram, Haryana.
2.	Unit no.	T24-1203, Floor No. 12, T-24 (on page no. 42 of complaint)
3.	Unit admeasuring	1691 sq. ft. (on page no. 42 of complaint)
4.	Date of building plan	21.09.2012 (vide project details received from planning branch of the authority)



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

5.	Date of execution of flat buyer's agreement	24.01.2013 (As per page no. 34 of complaint)
6.	Possession clause	<p>“Clause 5.1- The Seller/Confirming Party proposes to offer possession of the unit to the Purchaser(s) within the Commitment period. The Seller/Confirming Party shall be additionally entitled to a Grace period of 180 days after the expiry of the said Commitment Period for making offer of possession of the said unit.</p> <p>Clause 1.6 “FBA” “Commitment Period” shall mean, subject to Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC), stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s)</p>



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

		within a period of 42 months from the date of sanction of the building plan or execution of Flat Buyers Agreement, whichever is later.” (Emphasis supplied)
7.	Due date of delivery of possession	24.07.2016 (Calculated the date of the execution of buyer agreement, being later)
8.	Total sale consideration	Rs. 1,34,67,795/- (On page no. 166 of reply)
9.	Total amount paid by the complainant	Rs. 1,09,45,445/- (On page no. 166 of reply)
10.	Occupation certificate	09.12.2021 (As per page no. 160 of reply)
11.	Offer of possession	11.12.2021 (As per page no. 164 of reply)
12.	Grace period utilization	In the present case, the promoters are seeking a grace period of 180 days after the expiry of the said committed period for making offer of possession of the said unit. The respondents are claiming this grace period of 180 days for making offer of possession of the said unit. There is no material evidence on record that the respondents-promoters had completed the said project within this span of 42 months and had started the process of



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

issuing offer of possession after obtaining the occupation certificate. As a matter of fact, the promoters have not offered the possession within the time limit prescribed by the promoters in the flat buyer's agreement nor has the promoters offered the possession till date. Therefore, the grace period is not allowed.

The complainant is seeking the following relief:

- 1. Direct the respondents to handover the possession of the unit and pay delay possession charges along with prescribed rate of interest.**
- 2. Execute the conveyance deed in favour of the complainant**

DPC is allowed. The respondent is directed to pay interest to the complainant against the paid-up amount of Rs.1,09,45,445/- at the prescribed rate of 10.75% p.a. for every month of delay from the due date of possession i.e., 24.07.2016 till offer of possession plus two months i.e., 11.02.2022 as per proviso to section 18(1) of the Act read with rule 15 of the rules .

Detailed order will follow. Matter stands disposed off. File be consigned to the registry.

V.1-3
Vijay Kumar Goyal

Member

10.08.2023