

PROCEEDINGS OF THE DAY		48
Day and Date	Thursday and 12.10.2023	
Complaint No.	CR/6880/2022 Case titled as Vinod Kumar Dureja Vs SS Group Private Limited	
Complainant	Vinod Kumar Dureja	
Represented through		
Respondent	SS Group Private Limited	
Respondent Represented through		
Last date of hearing		
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint has been filed on 31.10.2022 and the reply was received on 28.02.2023		
Succinct facts of the case as per complaint and reply are as under:		
Sr. No.	Particulars	Details
1	Name of the project	'The Leaf', Sector -84-85, Gurugram
2	Nature of the project	Group Housing Complex
3	DTCP License No.	81 of 2011 dated 16.09.2011 Valid upto 15.09.2024
4	RERA Registered/ Not Registered	RERA registered 35 of 2021 dated 14.07.2021



5	Unit no.	24D, 24 th Floor, T-3 (BBA on page no. 139 of complaint)
6	Unit admeasuring	1575 sq. ft. (BBA on page no. 139 of complaint)
7	Date of execution of builder buyer agreement	14.09.2013 (On page no. 137 of complaint)
8	Possession clause	8. Possession 8.1: Time of handing over the possession 8.1 (a) subject to terms of this clause and subject to the flat buyer(s) 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 complied with all provisions, formalities, documentation etc. as prescribed by the developer, the developer proposes to handover the possession of the flat within a period of thirty six months from the date of signing of this agreement. However, this period will automatically stand extended for the time taken in getting the building plans sanctioned. The flat buyer(s) agrees and understands that the developer shall be entitled to a grace period of 90 days, after the expiry of thirty-six months or such

		extended period, for applying and obtaining occupation certificate in respect of the Group Housing Complex. (Emphasis supplied).
9	Due date of delivery of possession	14.09.2016 (Calculated from the date of signing of buyer agreement)
10	Total sale consideration	Rs. 86,24,250/- (As per BBA)
11	Total amount paid by the complainant	Rs. 76,97,981/- (As alleged by the complainant)
12	Occupation Certificate	09.05.2022 (As per page no. 79 of reply)
13	Offer of possession	14.05.2022 (As per page no. 83 of the reply)
14	Grace period utilization	As per the clause for possession, the developer shall be entitled to a grace period of 90 days, after the expiry of thirty-six month (36) months or such extended period for applying and obtaining the occupation certificate in respect of the Group Housing Complex. The promoter has not applied for occupation certificate within the time limit prescribed In the builder buyer agreement. As per the settled law one cannot be allowed to take advantage 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. विन्ध्याम गृह, सिविल लाईन्स, गुरुग्राम, हरियाणा

his own wrong. Therefore, the
grace period is not allowed

1. Direct the respondent to pay delay possession charges along with prescribed rate of interest.

After considering the above-mentioned facts, the authority has calculated the due date of possession according to clause 8.1 of the flat buyer's agreement i.e., 36 months (excluding a grace period of 180 days) from the date of signing of this agreement which comes out to be 14.09.2016, a grace period of 90 days is not allowed for the above-mentioned reason.

The counsel for the complainant is seeking delayed possession charges from the due date of possession till the offer of possession i.e., 14.05.2022.

The counsel for the respondent has submitted that the occupation certificate was obtained on 09.05.2022 and the possession was offered on 14.05.2022.

Matter to come up on 19.10.2023 for further proceedings.


Vijay Kumar Goyal
Member
12.10.2023