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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY		24
Day and Date	Thursday and 19.10.2023	
Complaint No.	CR/6880/2022 Case titled as Vinod Kumar Dureja V/S SS Group Private Limited	
Complainant	Vinod Kumar Dureja	
Represented through	Shri Subhash Grover, Advocate	
Respondent	SS Group Private Limited	
Respondent Represented through	Shri Rahul Bhardwaj, Advocate	
Last date of hearing	12.10.2023	
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



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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



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		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, page 141 of complaint)
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



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

The counsel for the respondent states that occupation certificate of the project has already been received on 9.5.2022 and the respondent is ready to handover the possession after the payment of outstanding amount is made by the complainant. Further offer of possession has already been made on 14.5.2022 and requests for allowing six months Covid-19 grace period as the delay happened due to Covid-19 and various other restrictions elaborated in the reply.

The counsel for the complainant states that the due date of possession according to clause 8.1 of the flat buyer's agreement is 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. Moreover the Covid-19 has occurred three years after the due date is over and the respondent cannot be benefited on his own wrong. The counsel for the complainant states that the unit is not finished and not fit for occupancy and hence requests to direct the respondent to ensure the same. The AR of the company and the counsel for the respondent assures to complete the finishing work on receipt of the payment of outstanding amount and shall be completed before handing over of the possession.

The respondent is directed to issue revised account statement after adjusting delayed possession charges at the prescribed rate from due date of offer of possession and if any amount remains to be paid by the complainant, the same shall be paid by the complainant.

Arguments heard.

Detailed orders will follow.

File be consigned to the registry.

V. I - 3
Vijay Kumar Goyal
Member
19.10.2023