

PROCEEDINGS OF THE DAY
7

Day and Date	Thursday and 03.04.2025
Complaint No.	CR/7111/2022 Case titled as Atul Joshi and Sapna Joshi VS EMAAR India Limited
Complainant	Atul Joshi and Sapna Joshi
Represented through	Shri Gaurav Rawat Advocate
Respondent	EMAAR India Limited
Respondent Represented	Shri Dhruv Rohatgi Advocate
Last date of hearing	06.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 30.11.2022 and registered as complaint no. 7111 of 2022 and the respondent has filed reply to the present complaint on 27.04.2023.

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

S. No.	Particulars	Details
1.	Name of the project	"Garden 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.	RERA registered	Not registered
5.	Unit no.	S7-202, Tower-S7 and 2 nd floor (As per page no. 38 of the complaint)
6.	Revised unit no.	PGT-07 202, Tower-S7 and 2 nd floor (As per page no. 76 of the complaint) (Unit no. has been changed to PGT-07 202 from S7-202)



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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

7.	Unit area	2920 sq. ft. (Super Area) (As per page no. 38 of the complaint)
8.	Revised unit area	2971.01 sq. ft. (Super Area) (As on page no. 76 of the complaint) (Note: Super Area was increased to 2971.01 sq. ft. from 2920 sq. ft.)
9.	Date of execution of buyer's agreement	02.08.2010 (As per page no. 36 of the complaint)
10.	Possession clause	13. POSSESSION (a) Time of handing over the Possession <i>Subject to terms of this clause and the Allottee(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 upon complying with all provisions, formalities, documentation etc., as prescribed by the Developer, the Developer shall make all efforts to handover possession of the unit (which falls within ground plus four floors tower/building) within a period of thirty(30) months but not later than thirty three (33) months from the date of signing of this agreement, subject to certain limitations as may be provided in this agreement and timely compliance of the provisions of this agreement by the allottee(s). The allottee(s) agrees and understands that the developer shall be entitled to a grace period of three (3) months, for applying and obtaining the occupation certificate in respect of the unit and/or the project.</i> (Emphasis supplied) (As on page no. 52 of the complaint)
11.	Due date of possession	02.05.2013



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		(Note: Due date to be calculated 30 months from the date of execution of buyer's agreement 02.08.2010 plus grace period of 3 months)
12.	Total sale consideration	Rs.1,60,05,064/- (As per schedule of payments on page no. 71 of the complaint)
13.	Amount paid by the complainants	Rs.1,80,28,806/- (As per SOA on page no. 82 of the complaint)
14.	Intimation for offer of possession	09.07.2015 (As per page no. 76 of the complaint)
15.	Indemnity cum undertaking	16.07.2015 (As per page no. 125 of the reply)
16.	Unit handover letter	27.01.2016 (As per page no. 85 of the complaint)
17.	Conveyance deed	15.02.2016 (As per page no. 91 of the complaint)
18.	Occupation certificate	10.01.2018 (As per page no. 117 of the reply)

The counsel for the complainant states that the claim of DPC is a statutory entitlement in terms of Section 18 of the Act and is irrespective of execution of CD. However, the counsel for the respondent states that complaint is not maintainable as CD has already been executed on 15.02.2016 which is much prior to the commencement of the Act of 2016.

Arguments heard.

The complaint is barred by limitation as the offer of possession was made way back on 09.07.2015 and possession handed over on 27.01.2016. The CD also stands executed on 15.02.2016 and the complaint has been filed in November 2022 much beyond the period of limitation and hence is not maintainable before the authority.

Detailed order will follow. Matter stands disposed off.

Vijay Kumar Goyal
Member
03.04.2025