



**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

PROCEEDINGS OF THE DAY		45
Day and Date	Monday and 25.07.2022	
Complaint No.	CR/1896/2021 Case titled as Sushila Malik and Salil Ahmed Vs M/s BPTP Limited and Countrywide Promoters Pvt. Ltd.	
Complainants	Sushila Malik and Salil Ahmed	
Represented through	Shri Raman Yadav proxy counsel for Shri Sukhbir Yadav Advocate	
Respondents	M/s BPTP Limited and Countrywide Promoters Pvt. Ltd.	
Respondent Represented through	Shri Pankaj Chandola Advocate	
Last date of hearing	27.05.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings</b>		
The present complaint has been filed on 15.04.2021 and the reply on behalf of respondent was received on 27.07.2021.		
Succinct facts of the case as per complaint and annexures are as under:		
S. No.	Heads	Description
1.	Name of the project	‘Amstoria’, Sector 102 & 102A, Gurugram, Haryana.



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		<p>Agreement and the Purchaser(s) not being in default under any part of this Agreement including but not limited to the timely payment of each and every installment of the total sale consideration including DC, Stamp duty and other charges and also subject to the Purchaser(s) having complied all formalities or documentation as prescribed by the Seller/Confirming Party, <b>the Seller/Confirming Party proposes to hand over the physical possession of the said unit to the Purchaser(s) within a period of 24 months from the date of sanctioning of the building plan or execution of Floor Buyers Agreement whichever is later ("Commitment Period").</b> The Purchaser(s) further agrees and understands that the Seller/Confirming Party shall additionally be entitled to a period of 180 days ("Grace Period") after the expiry of the said Commitment Period to allow for filing and pursuing the Occupancy Certificate etc from DTCP under the Act in respect of the entire colony</p>
13.	Due date of delivery of possession	<p><b>19.09.2014</b> <b>(Calculated from the date of sanction of building plan as it being later)</b></p>



- (i) **Direct the respondents to get possession of the fully developed/constructed floor/apartment with all amenities with prescribed amount of interest as per the agreement for delay in handing over of possession.**

After considering the above-mentioned facts, the authority has calculated the due date of possession according to clause 5.1 of the flat buyer's agreement i.e., 36 months (excluding a grace period of 180 days) from the date of sanctioning of building plan or execution of Floor buyer agreement, whichever is later, the due date comes out to be 19.04.2014 (as per building plan), a grace period of 180 days is not allowed for the above-mentioned reason.

The respondent has filed a copy of OC dated 24.09.2019 which shows that the respondent has received the OC for unit in question and the possession has been offered by the respondent to the complainant on 07.10.2019.

The respondents are directed to pay interest at the prescribed rate of 9.80% p.a. for every month of delay from the due date of possession i.e. 19.04.2014 till the date of offer of possession i.e. 07.10.2019 plus two months i.e. 07.12.2019 to the complainant(s) as per section 19(10) of the Act

- (ii) **To get an order in their favour by directing the respondent party to provide area calculation (Carpet area, loading & Super area)**

The authority holds that the respondent can demand for extra payment on account of *increase in the super area* as per buyer's agreement but subject to condition that before raising such demand, details and justifications have to be given to the allottee(s).

- (iii) **To get an order in their favour by restraining the respondent from charging cost escalation**

As per the report of the committee, the developers are allowed to charge *cost escalation* of the allotted units at Rs. 233.46 per square feet



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**(v) To get an order in their favour by directing the Respondents to provide the copy of the Completion Certificate/Occupation Certificate and BR-III of the unit**

As per section 11(4)(b) of Act of 2016, the respondent/builder is under an obligation to supply a copy of the above documents to the complainant. Even otherwise, it being a public document, the allottees can have access to the it from the website of DTCP, Haryana.

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

*Vijay*  
Vijay Kumar Goyal  
Member

*Dr. KK Khandelwal*  
Dr. KK Khandelwal  
Chairman  
25.07.2022