



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

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.जी. विभाग गृह, विजिल लाइन्स, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

16

Day and Date	Thursday and 18.05.2023
Complaint No.	CR/3383/2020 Case titled as Ashok Chopra Vs BPTP Limited
Complainant	Ashok Chopra
Represented through	Shri Vipin Nagar Advocate (POA filed today)
Respondent	BPTP Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	31.01.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 26.10.2020 and the reply was received on 05.01.2021.

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

Sr. No.	Particulars	Details
1.	Name of the project	'Astaire Garden', Sector 70-A, Gurugram, Haryana.
2.	Rera Registered/Not Registered	Registered 912 Of 2021
3.	Unit no.	E-56-SF (on page no. 58 of complaint)
4.	Unit admeasuring	1090 sq. ft. (on page no. 58 of complaint)



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R/3383/2020

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नया पी. डब्ल्यू. डी. विभाग गुरु, सिविल लाइन्स, गुरुग्राम, हरियाणा

5.	Date of execution of flat buyer's agreement	23.02.2012 (on page no. 48 of complaint)
6.	Building plan	03.05.2013
7.	Possession clause	Possession Clause (5.1): Subject to Force Majeure as defined in Clause 14 and further subject to the Purchaser(s) having complied with all its obligations under the terms and conditions of this 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 with all formalities or documentation as prescribed by the Seller/Confirming Party, the Seller/Confirming Party proposes to hand over the physical possession of the said unit to the Purchaser(s) within a period of 36 months from the date of sanctioning of the building plan or execution of Floor Buyers Agreement, whichever is later "Commitment Period") The Purchaser(s) further agrees and understands that the Seller/Confirming Party shall additionally be entitled to a period of 180 days ("Grace



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		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. (Emphasis supplied).
8.	Due date of delivery of possession	03.05.2016 (Calculated from the date of sanctioning of building plan as it being later)
9.	Total sale consideration	Rs 76,31,920/- (As per page no. 169 of reply)
10.	Total amount paid	Rs 54,19,209/- (As per page no. 169 of reply)
12.	Occupation certificate	16.09.2019 (As per page no. 166 of reply)
13.	Offer of possession	18.09.2019 (As per page no. 167 of reply)
14.	Conveyance deed	28.01.2020 (As per page no. 193 of reply)
15.	Grace period utilization	In the present case, the promoters are seeking a grace period of 180 days for filing and pursuing of occupancy certificate etc. from DTCP. As a matter of fact, from the perusal of occupation certificate dated 16.09.2019 it is implied that the promoters applied for occupation certificate later than 180 days from the due date of



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possession i.e., 03.05.2016. The clause clearly implies that the grace period is asked for filing and pursuing the occupation certificate, therefore as the promoters applied for the occupation certificate much later than the statutory period of 180 days, they do not fulfil the criteria for grant of the grace period. Therefore, the grace period is not allowed, and the due date of possession comes out to be 03.05.2016.

The counsel for the complainant has supplied a copy of written submissions to the counsel for the respondent during proceedings and is filing the same in the registry of the authority. The counsel for the respondent states that this case is post conveyance deed as the conveyance deed has already been executed on 28.12.2020 and this case be listed before the full bench for further proceedings.

The counsel for the respondent is directed to submit written submissions within 15 days in the registry with an advance copy to the complainant.

Matter to come up on **12.09.2023 before full bench** for further proceedings.

V.1-3
Vijay Kumar Goyal
Member
18.05.2023