

PROCEEDINGS OF THE DAY		17
Day and Date	Tuesday and 24.09.2024	
Complaint No.	MA NO. 313/2024 IN CR/1127/2022 Case titled as Divya Bhardwaj VS Emaar MGF Land Limited	
Complainant	Divya Bhardwaj	
Represented through	Shri Sanjeev Sharma Advocate	
Respondent	Emaar MGF Land Limited	
Respondent Represented	Shri Dhruv Rohatgi Advocate	
Last date of hearing	Application u/s 39 of the Act/20.08.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings-cum-orders

The complainant has filed the present application on 21.05.2024 stating that the authority has through an oversight have missed ordering the **delivery/possession** and of the unit to the complainant **in the order dated 08.09.2022** resulting in the respondent not giving the possession of the unit to the complainant(s). The complainants have filed the present application seeking the following directions:

1. Direct the respondent to handover the possession to the complainant.

The authority observes that the above-mentioned matter was heard and disposed of vide order dated 08.09.2022, wherein the Authority had passed the following directions:

- i. *No case for delayed possession charges is made out and also the promoter has not demanded Rs.12,58,743/- as per clause 1 of the amended agreement i.e., [that the delayed payment charges of Rs.12,58,743/- would not be demanded by the company].*
- ii. *The complainant/allottee is directed to pay outstanding dues, if any, after adjustment of interest for the delayed installment.*
- iii. *The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 100/o by the respondent/promoter which is the same rate of interest which the promoter shall*



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

MA/2013/2024/CR/1127/2022
हरियाणा मू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. सी. विन्धम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

iv. The respondent/promoter shall not levy/recover any charges from the complainants/allottee which is not part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants/allottees at any point of time even after being part of the buyer's agreement as per law settled by hon'ble Supreme Court in civil appeal nos. 3864-3889 /2020 decided on 14.12.2020


The counsel for the complainant states that the complainants are willing to take possession of the allotted unit.

The counsel for the respondent states that the holding charges have been inadvertently mentioned in the demand notice and shall not be insisted for handing over of possession and the complainant may approach any time for handing over of possession and dues, if any.

Therefore, it is hereby clarified that besides payment of delayed possession interest in terms of the above order, the respondent is required to hand over the physical possession of the subject unit after obtaining of occupation certificate/CC/part CC from the competent authority as per obligations under section 11(4) (b) read with section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the possession within 2 months as per Section 19 (10) of the Act, 2016.

This order be read with and in continuation of order dated 08.09.2022 passed by the authority.

Application stands disposed off. File be consigned to the registry.


Ashok Sangwan
Member


Arun Kumar
Chairman
24.09.2024


Vijay Kumar Goyal
Member