

PROCEEDINGS OF THE DAY		31
Day and Date	Wednesday and 07.02.2024	
Complaint No.	CR/2593/2023 Case titled as Shailesh Patel and Jyoti Rohra VS Sepset Properties Private Limited	
Complainant	Shailesh Patel and Jyoti Rohra	
Represented through	Shri Sukhbir Yadav Advocate	
Respondent	Sepset Properties Private Limited	
Respondent Represented	Shri Himanshu Singh Advocate	
Last date of hearing	08.11.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was received on 08.06.2023 and reply was filed by the respondent on 21.12.2023.

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

S. N.	Particulars	Details
1.	Name of the project	Paras Dew's
2.	Project area	13.762 Acres
3.	Nature of the project	Residential Apartment
4.	DTCP license no. and validity status	61 OF 2012 dated 13.06.2012
5.	Name of licensee	Sepset properties
6.	RERA Registered/ not registered	
7.	Unit no.	4, 2 nd Floor, Tower F

New PWD Rest House, Civil Lines, Gurugram, Haryana

गंगा पी.एम.डी. विश्राम गेट सिविल लाईंस गुरुग्राम हरियाणा

		(Page no. 52 of complaint)
8.	Unit area admeasuring (super area)	1385 Sq. Ft. (Page no. 52 of complaint)
9.	Flat Buyer's Agreement	25.04.2013 (Page no. 49 of complaint)
10.	Due date of possession	25.04.2017 (Including grace period)
11.	Possession clause	Clause 3.1 of FBA <i>...the Seller proposes to hand over the possession of the Apartment to the Purchaser(s) within a period of 42 (Forty-Two) months with an additional grace period of 6 (six) Months from the date of execution of this Agreement or date of obtaining all licenses or approvals for commencement of construction, whichever is later, subject to Force Majeure. The Purchaser(s) agrees and understands that the Seller shall be entitled to a grace period of 90 (ninety) business days, after the expiry of grace period, for offer to hand over the possession of the Apartment to the Purchaser. Any application for the occupation certificate in respect of the Project shall be filed in the due course.</i>
12.	Home loan from bank worth Rs. 55,00,000/- on the mortgage of this unit.	23.07.2013 (Page no. 85 of complaint)

13.	Total sale consideration	Rs. 83,10,00/- (BSP) at page 82 of the complaint.
13.	Amount paid by the complainants	Rs. 90,60,716/- (Page no. 107 of complaint)
14.	Occupation certificate /Completion certificate	26.04.2023 (Page no. 99 of complaint)
15.	Offer of Possession	28.04.2023 (Page no. 102 of complaint)

The counsel for the complainants states that the complainants are seeking DPC, possession, execution of CD and quashing of illegal demands accompanying the offer of possession. The due date of possession was 25.04.2017 including grace period of 6 months and the offer of possession was made on 28.04.2023 which was accompanied with illegal demands like one time additional charges, labour cess, two years AMC etc. alongwith interest at delayed payment. The complainants requested the respondent to adjust the DPC and give possession. However, the respondent has not done so. The counsel for the complainants relies upon orders dated 12.10.2022 of the Hon'ble Appellate Authority in Appeal No.595/2019 case titled as *Emaar MGF Land Ltd. versus Rajanwalia and another.*

The counsel for the respondent states that dues are pending against the complainants and they have failed to clear the dues as per demand which have been raised as per BBA.

Arguments heard.

Order reserved.

Matter to come up on **03.04.2024** for pronouncement of order.

Ashok Sangwan
Member
07.02.2024