

PROCEEDINGS OF THE DAY
37

Day and Date	Thursday and 22.08.2024
Complaint No.	CR/2602/2023 Case titled as Savita and Rajesh Kumar Verma VS Sepset Properties Private Limited
Complainant	Savita and Rajesh Kumar Verma
Represented through	Shri Siddharth Karnawat Advocate
Respondent	Sepset Properties Private Limited
Respondent Represented	Shri Dushyant Tewatia proxy counsel
Last date of hearing	25.04.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 07.06.2023 and reply was received on 11.03.2024.

Succinct facts of the case are as under:

S.No.	Particulars	Details
1.	Name of the project	"Paras Dews", Sector- 106, Gurugram
2.	Nature of project	Group Housing Colony
3.	RERA registered/not registered	Registered 118 of 2017 dated 28.08.2017
4.	DTPC License no.	61 of 2012 dated 13.06.2012
	Validity status	12.06.2020
	Name of licensee	Sepset Properties
	Licensed area	13.76 acre
5.	Unit no.	12, floor-05, tower-E (page 51 of complaint)
6.	Unit admeasuring	1385 sq. ft. (super area) (page 51 of complaint)



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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 लाईन्स, गुरुग्राम, हरियाणा

7.	Allotment letter in favor of original allottee i.e. Leela Bansal	10.01.2013 (page 37 of complaint)
8.	Endorsement in favor of complainants	22.02.2013 (page 38 of complaint)
9.	Date of execution of buyer's agreement	10.05.2013 (page 48 of complaint)
10.	Tripartite Agreement b/w complainant and HDFC	05.06.2013 Page 78 of complaint)
11.	Possession clause	3. Possession 3.1 Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller and any restraints restrictions from any courts/ authorities and subject to the Purchaser(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 having complied with all provisions, formalities, documentation, etc. as prescribed by the Seller, whether under this Agreement or otherwise, from time to time, 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 The 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. The Seller shall give Notice of Offer of Possession in writing to the Purchaser(s) with regard to the handing over of possession, where after, within 30 (thirty) days, the Purchaser(s) shall clear his outstanding dues and complete documentary formalities and take physical possession of the Apartment. In case, the Purchaser(s) raises any issue with respect to any demand, the same would not entitle the Purchaser(s) for an extension of the time for taking over possession of the Apartment In the event the Purchaser(s) fails to make all payments



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		<i>and accept and take the possession of the Apartment within 30 (thirty) days of the Notice of Offer of Possession, the Purchaser(s) shall be deemed to be custodian of the Apartment from such due date indicated in the Notice of Offer of Possession and the Apartment shall be held by the Seller solely at the risks and costs of the Purchaser(s), including but not limited to applicability of the appropriate Holding Charges as defined in Clause 3,3 below and interest. The obligation of the Seller to offer possession to the Purchaser under this Clause shall be subject to Force Majeure.</i>
12.	Environment clearance	06.09.2013 (taken from CR/931/2023)
13.	Due date of possession	06.09.2017 (Calculated from the date of environment clearance i.e. 06.09.2013) (Grace period is allowed being unqualified)
14.	Total sale consideration	Rs.95,57,900/- (as per payment plan page no.77 of complaint)
15.	Total amount paid by the complainant	Rs.73,60,611/- (as per SOA dated 28.04.2023 page 99 of complaint)
16.	Occupation certificate dated	26.04.2023 (page 21 of reply)
17.	Offer of possession	28.04.2023 (page 97 of complaint)

The complainants have sought following relief(s):

1. Direct the respondent to pay delay possession charges.
2. Direct the respondent to waive complete amount of interest levied for delay in making payments.
3. Direct the respondent to pay litigation cost.
4. Direct the respondent to pay compensation for mental agony.

The complainants have sought interim relief(s):

1. Direct the respondent not to cancel the allotment and not levy holding



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Despite assurance the cost of Rs.10,000/- imposed by the authority is not paid by the respondent and again requests for short adjournment is made by the proxy counsel.

The counsel for the complainant alongwith the complainant in person requests for grant of delayed possession charges as there was an inordinate delay in offering the possession which was to be handed over by 06.09.2017 but offered only on 28.04.2023 and that too with unreasonable demands. The demands were raised without achieving the milestone.

Both the counsels for the parties are directed to file brief written submissions within 15 days with an advance copy to each other.

Matter to come up on 10.10.2024 for final arguments/orders.

V.I - S
Vijay Kumar Goyal
Member
22.08.2024