

PROCEEDINGS OF THE DAY
20

Day and Date	Thursday and 16.01.2025
Complaint No.	CR/2919/2023 Case titled as Heminder Gill VS Solutrean Buildings Technologies Private Limited and Others
Complainant	Heminder Gill
Represented through	Shri Rahul Malik, Advocate (filed power of attorney)
Respondent	Solutrean Buildings Technologies Private Limited and Others
Respondent Represented	Shri Rishi Gujral, Advocate
Last date of hearing	07.11.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 13.07.2023 and the reply was received on 19.04.2022 and rejoinder on behalf of complainant was received on 31.01.2024.

Succinct facts of the case are as under:

S.No.	Particulars	Details
1.	Name of the project	"Caladium" village Pawala Khusropur, Sector 109, Gurugram
2.	Project area	15.881 acres
3.	RERA registered/not registered	Not Registered
4.	DTPC License no.	13 of 2011 dated 04.02.2011
	Validity status	03.02.2017
	Name of licensee	Chintels
5.	Unit no.	B-161, 16 th floor (page 38 of complaint)
6.	Unit admeasuring	2430 sq. ft. (super area) (page 38 of complaint)
7.	Date of execution of buyer's agreement	22.04.2013 (page 34 of complaint)

8.	Possession clause	<i>11. Time of handing over of possession</i> Barring unforeseen circumstances and Force Majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be delivered by the Company to the Allottee within 36 months (three years) with a grace period of six months (hereinafter referred to as "the Stipulated Date") from the date of actual start of the construction of a particular Tower Building in which the registration for allotment is made, subject always to timely payment of all charges including the Basic Sale Price, Stamp Duty, Registration Fees and Other Charges as stipulated herein or as may be demanded by the Company from time to time in this regard. The date of actual start of construction shall be the date on which the foundation of the particular Building in which the said Apartment is allotted shall be laid as per certification by the Company's Architect/Engineer-in-charge of the Complex and the said certification shall be final and binding on the Allottee.
9.	Commencement of construction of subject tower	To be ascertained
10.	Due date of possession	To ascertain
11.	Basic sale price	Rs.72,90,000/- (as per BBA page 40 of complaint)
12.	Total amount paid by the complainant	Rs.80,19,150/- (as alleged by complainant's page 25 of complaint) Rs.80,16,520/- (as per SOA dated 22.08.2022 page 92 of complaint)
13.	Reminder Letter	21.05.2019, 24.06.2019 (page 38 -42 of reply)
14.	Death certificate of original allottee	09.06.2017 (page 101 of complaint)
15.	Surviving certificate letter	08.08.2017 (page 102 of complaint)
16.	Occupation certificate	08.11.2017 for block 7 to 10 (page 33 of reply)
17.	Offer of possession	06.12.2017 (page 34 of reply)
18.	Final Notice for payment	24.06.2019 (page 40 of reply)
19.	Cancellation Letter issued in the name of original	24.08.2020 (page 43 of reply)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. सी. विधान भू, सिविल लाईंस, गुरुग्राम, हरियाणा

	allottee i.e Kanwarpal Singh Gill	
20.	Cancellation Letter issued in the name of legal heirs of original allottee	25.08.2022 (page 59 of complaint)

The new counsel for the complainant has appeared and filed power of attorney. The counsel for the complainant requests for setting aside the cancellation letter and to allow delayed possession charges and handing over of the possession as the complainant has already paid the due consideration but possession is not handed over till date. Further, submitted that the complainant being the legal heir of the deceased allottee has approached many a times to the respondent to substitute their names as the allottees. However, the respondent never substituted their name. Moreover, the respondent has already received more than the sale consideration of the subject unit and if the delay possession interest is calculated on account of delay in handing over of the possession, nothings lefts payable on behalf of the allottees towards the subject unit.

The counsel for the respondent states that several reminders were sent to the complainant to make the outstanding dues and offer of possession for the subject unit was made way back on 06.12.2017. An amount of Rs.17 Lakhs were raised along with offer of possession inclusive of the sale consideration towards increase in area of the subject unit. However, the complainant never came forward to make the outstanding dues and to take possession. Therefore, the unit was cancelled and the respondent is ready to refund the deposited amount after deducting 10% earnest money. Also, the counsel for respondent submits that a third-party right has been already created against the subject unit.

However, the counsel for the complainant states that the complainant is not willing to take refund and requests for setting aside the cancellation of the unit along with delay period interest.

Arguments heard.



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Both the parties may file brief written submissions within a period of 15 days after supplying a copy to each other. The respondent shall also clarify the date of start of the construction and due date of possession.

Matter to come up on **20.3.2025** for pronouncement of orders.


Vijay Kumar Goyal
Member
16.01.2025