

PROCEEDINGS OF THE DAY		50
Day and Date	Wednesday and 22.05.2024	
Complaint No.	CR/3848/2023 Case titled as Sentec India Company Private Limited VS Raheja Developers Limited	
Complainant	Sentec India Company Private Limited	
Represented through	Shri Nilotpal Shyam Advocate	
Respondent	Raheja Developers Limited	
Respondent Represented	Shri Garvit Gupta Advocate	
Last date of hearing	28.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 28.08.2023 and reply on behalf of respondent was received on 28.02.2024.		
Succinct facts of the case as per complaint and annexures are as under:		
S. N.	Particulars	Details
1.	Name of the project	"Raheja's Revanta", Sector 78, Gurugram, Haryana
2.	Project area	18.7213 acres
3.	Nature of the project	Residential group housing colony
4.	DTCP license no. and validity status	49 of 2011 dated 01.06.2011 valid up to 31.05.2021
5.	Name of licensee	Sh. Ram Chander, Ram Sawroop and 4 Others
6.	RERA Registered/ not registered	Registered vide no. 32 of 2017 dated 04.08.2017
7.	RERA registration valid up to	04.02.2023 5 Years from the date of revised Environment Clearance
8.	Unit no.	A-225, 22 nd floor, Tower/block- A



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CA 3848/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		(Page no. 37 of the complaint)
9.	Unit area admeasuring	3442.57 sq. ft. (super area) (Page no. 37 of the complaint)
10.	Allotment letter	Not provided
11.	Date of execution of agreement to sell	17.01.2017 (Page no. 35 of the complaint)
12.	Possession clause	4.2 Possession Time and Compensation <i>That the Seller shall sincerely endeavor to give possession of the Unit to the purchaser within thirty-six (36) months in respect of 'TAPAS' Independent Floors and forty eight (48) months in respect of 'SURYA TOWER' from the date of the execution of the Agreement to sell and after providing of necessary infrastructure specially road sewer & water in the sector by the Government, but subject to force majeure conditions or any Government/ Regulatory authority's action, inaction or omission and reasons beyond the control of the Seller. However, the seller shall be entitled for compensation free grace period of six (6) months in case the construction is not completed within the time period mentioned above. The seller on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Unit to the Purchaser for this occupation and use and subject to the Purchaser having complied with all the terms and conditions of this application form & Agreement To sell. In the event of his failure to take over and /or occupy and use the unit provisionally and/or finally allotted within 30 days from the date of intimation in writing by the seller, then the same shall lie at his/her risk and cost and the Purchaser shall be liable to compensation @ Rs.7/- per sq. ft. of the super area per month as holding charges for the entire period of such delay..... "</i>

CA 3048/2023

13.	Grace period	Allowed As per clause 4.2 of the agreement to sell, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 48 months plus 6 months of grace period. It is a matter of fact that the respondent has not completed the project in which the allotted unit is situated and has not obtained the occupation certificate by January 2021. As per agreement to sell, the construction of the project is to be completed by January 2021 which is not completed till date. Accordingly, in the present case the grace period of 6 months is allowed.
14.	Due date of possession	17.07.2021 (Note: - 48 months from date of agreement + 6 months grace period)
15.	Total sale consideration as per customer ledger at page no. 73 of complaint	Rs.2,72,21,200/-
16.	Amount paid by the complainant as per customer ledger at page no. 74 of complaint	Rs.1,88,89,764/-
17.	Occupation certificate /Completion certificate	Not received
18.	Offer of possession	Not offered

The complainant is seeking refund of the amount deposited against the unit allotted to the complainant by the respondent on account of failure of the respondent to hand over the unit in terms of the agreement dated 17.01.2017. The OC for the project has not been received till date while the due date for handing over of possession was 17.01.2021 without grace period.



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The counsel for the respondent states that OC for the project is pending on account of non-provision of certain external development works which was to be carried out by the State Government of which the Hon'ble High Court of Punjab and Haryana has also taken cognizance in CWP No.609 of 2023.

Arguments heard.

Order reserved.

Meanwhile the parties are directed to file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on **17.07.2024** for pronouncement of order.

Ashok Sangwan
Member
22.05.2024