



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विभाग गुरु, किविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

11

Day and Date	Thursday and 18.05.2023
Complaint No.	CR/3953/2020 Case titled as Chander Mohan Kapila Vs Sana Realtors private limited
Complainant	Chander Mohan Kapila
Represented through	Ms. Jagriti Dosi proxy counsel
Respondent	Sana Realtors private limited
Respondent Represented	Shri Gaurav Raghav Advocate
Last date of hearing	27.04.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 09.11.2020 and the reply on behalf of respondent was received on 22.01.2021.

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

S. No.	Heads	Details
1.	Project name and location	Precision Soho Tower, Setor-67, Sohna Road, Gurgaon
2.	Project area	2.46 Acre
3.	Nature of project	Commercial
4.	RERA registered/not registered	Not registered
5.	DTPC license no. & validity status	72 of 2009 dated 26.11.2009 Valid/renewed up to- 25.11.2019 Licensee- SH HARI SINGH
6.	Provisional allotment letter dated	-
7.	Date of execution of buyer	16.06.2010



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क्र. 3953/2020

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विभाग गुरु, सिविल लाइंस, गुरुग्राम, हरियाणा

	agreement	[Page 40 of complaint]
8.	Due date of delivery of possession as per clause 15 of the said agreement i.e., 3 years from the date of this agreement [Page 40 of complaint]	16.06.2013
9.	Occupation certificate	18.07.2017
10.	Offer of possession	Not on record
11.	Unit no. as per the buyer's agreement	25, ground
12.	Unit measuring	404 sq. ft. [Page 42 of reply]
13.	Total consideration	Rs. 28,42,740/- (as per page no. 42 of complaint)
14.	Total amount paid by the complainant	Rs. 26,10,470/-
15.	Remarks, if any	---

1. Direct the Respondent to give immediate possession of the unit of the above mentioned to Complainant along with prescribed interest per month from the date promised for delivery of possession till the actual possession is handed over to the Complainant of the unit in a habitable condition and/or alternatively.
2. Direct the Respondent to provide with all the amenities and facilities as mentioned in its Brochure/advertisements and cure structural defects within 30 days from the final adjudication of the pre- sent complaint.
3. To restrain the Respondent from raising any demand of maintenance before the actual delivery of possession and before the completion of one month after the actual delivery of possession of the unit.



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CR/3953/2020

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विभाग गुरु. सिविल लाइंस, गुरुग्राम, हरियाणा

The counsel for the respondent requests for an adjournment as the respondent wishes to settle the matter amicably with the complainant but the complainant states that during last proceedings also an assurance of amicable settlement was given but no efforts has been made by the respondent to amicably settle the matter and hence, requests for early order as the complainant has been waiting for the unit for more than last 10 years while OC of the unit has been received in 2019 and unit is ready for handing over. The complainant is requesting for grant of DPC and direction for handing over the possession as per statutory rights under section 18 (1) of the Act, 2016 at the prescribed rate of interest i.e., 10.70% p.a. for every month of delay on the amount paid by the complainant to the respondent.

Accordingly the delayed possession charges are allowed at the prescribed rate of interest i.e., 10.70% p.a. for every month of delay on the amount paid by the complainant to the respondent. Respondent shall handover the possession to the complainant within one month.

4. To restrain the Respondent from raising any demand of final payment with interest and holding charges from the Complainant presently and in future.

The respondents shall not charge anything from the complainant which is not the part of the agreement. However, holding charges shall also not be charged by the promoter at any point of time even after being part of agreement as per law settled by the Hon'ble Supreme Court in civil appeal no. 3864-3889/2020 dated 14.12.2020.

Matter stands disposed off. Detailed order will follow. File be consigned to the registry.

V.I - 3
Vijay Kumar Goyal
Member
18.05.2023