PROCEEDINGS OF THE DAY	S7
Day and Date	Tuesday and 27.05.2025
Complaint No.	CR/4362/2024 Case titled as Dharmender and Yogita Chauhan VS Desi Construction Private Limited & State Bank of India
Complainant	Dharmender and Yogita Chauhan
Represented through	Shri Rishabh Gupta Advocate
Respondent	Desi Construction Private Limited & State Bank of India
Respondent Represented through	Shri Rahul Mangla Adv and Ms. Piyushi Narula Advocate for R1 with AR Shri Deepankar Dutt, Advocate on behalf of the SBI-R2.
Last date of hearing	22.05.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The complaint was filed on 03.09.2024 and reply on behalf of respondent no.1 (Desi Construction) has been received on 09.01.2025. The reply on behalf of respondent no. 2 (SBI) has been received on 20.11.2024

Succinct facts of the case as submitted in the complaint and reply are as under:

S. N.	Particulars	Details
1.	Name of the project	Tathastu -II
2.	Project location	Sector-05, Sohna, Gurgaon, Haryana
3.	Nature of Project	Affordable Housing Policy
4.	Area of Project	8.975 acres
5.	DTCP License	188 of 2022 dated 6.11.2022 valid up to 15.11.2027
6.	RERA registration	21 of 2023 dated 30.01.2023
7.	Allotment letter	24.04.2023 (Page 25 of complaint)
8.	Unit No.	T1-1504, Floor-15th, Tower-1 (Page 25 of complaint)
9.	Area admeasuring	645.818 sq. ft. (Page 25 of complaint)

10.	Buyer Agreement	28.07.2023 (Page 35 of complaint)
11.	Possession clause	7.2 *The promoter assures to handover possession of the plot/unit/apartment for Residential/ Commercial/ Industrial/ IT/any other usage (as the case may be) along parking (if applicable) as per agreed terms and conditions unless there is delay due to force majeure, court orders, government policy policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the project is delayed due to the above conditions, then the allottee agrees that the promoter shall be entitled to extension of time for delivery of possession of the Plot/Unit/Apartment/ for Residential /Commercial/ Industrial/ IT/any other usage (as the case may be).* (Page 40 of complaint)
9.	Date of environment clearance	Not specified
10.	Due date of possession	Not specified
11.	Sale consideration	Rs.25,57,686/- (Page 39 of complaint)
12.	Amount paid by the complainant	Rs.9,59,133/- (As alleged by the complainant at page 14 of complaint)
13.	Arrangement letter for home loan	29.8.2023 (Page 66 of complaint)
14.	Final sanction letter	29.08.2023 (Page no. 64 of complaint)
15.	Newspaper publication	05.08.2024 (Page 19 of reply)
16.	Cancellation letter	05.08.2024 (Page 17 of reply filed by respondent no. 1)

~~The counsel for the complainant states that the respondent no. 2 i.e., SBI Bank~~ has refused to release loan to the complainant as the respondent has not constructed the unit as per stage defined in construction-linked payment plan and due to non-payment the respondent has cancelled the unit of the complainant on 13.08.2024.

The counsel for the respondent no. 1 states that the total construction of the project is being carried out as per stages as the 8 towers in total are being constructed and the super structure is completed. Only SBI, Badshahpur branch has refused to the complainant to release the loan otherwise the other branch of SBI and other financial institutions are releasing loan to other complainants. Hence due to non-payment by the complainant, the unit has been cancelled.

Arguments heard.

The authority observes that the level of the construction of the unit is to be taken as per the stage of construction of 'particular tower' in which the unit of the complainant is situated. Thus level of construction of whole of the project could not be treated as 'level of construction of the unit and demand of instalment is required to be raised accordingly.

In view of the same, the cancellation of the unit is bad in the eyes of law hence the cancellation letter is hereby set aside. The respondent is directed to restore the unit of the complainant within a period of 30 days from the date of this order and also issue a fresh statement of account as per agreed payment plan. The interest on the delay payment shall be charged as prescribed under the HARERA Rules, 2017. Thereafter, the complainant is obligated to pay the outstanding amount along with interest to the respondent as per payment plan. Accordingly, the complainant is directed to make the payment to the respondent as per payment plan within a period 30 days from the receipt of fresh statement of account.

Matter stands disposed of. Detailed order will follow.

V.l

Ashok Sangwan
Member

Vijay Kumar Goyal
Member

Arun Kumar
Chairman
27.05.2025