



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. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

19

Day and Date	Thursday and 22.05.2025
Complaint No.	CR/4684/2023 Case titled as Mumal Singh VS Sobha Developers Limited & Chintels India Limited
Complainant	Mumal Singh
Represented through	Shri Gaurav Rawat Advocate
Respondent	Sobha Developers Limited & Chintels India Limited
Respondent Represented	Ms. Priyanka Agarwal Advocate
Last date of hearing	20.02.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 12.10.2023 and reply on behalf of respondent no.1 and 2 was received on 07.03.2024.

S.no.	Particulars	Details
1.	Name of the project	International City, Sector, 106,108,109, Gurugram
2.	Project area	149.093 acres
3.	Nature of the project	Residential project
4.	DTCP license no. and validity status	190 of 2008 dated 22.11.2008 valid upto 22.11.2025
5.	Name of licensee	M/s Chintels export Pvt. Ltd.
6.	Unit no.	E-036B (page 28 of complaint)
7.	Area admeasuring	500 sq. yards plot (page 28 of complaint)
8.	Provisional allotment letter	21.09.2015 (page 28 of complaint)



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CR/4684/2023

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9.	Date of execution of agreement to sell	26.06.2015 (page 48 of complaint)
10.	Possession clause	IV. COMPLETION & POSSESSION: <i>Subject to timely payments on due dates by the Buyer(s), the Company shall make its best efforts to complete construction/development of the Unit within on or before [48] months from the date of signing of the Agreement, subject to further grace period of [6] months to complete the construction of the allotted Unit, save and except Force Majeure events, restrains or restrictions from any courts/statutory authorities etc., circumstances beyond the control of the company. In the event of any default or negligence attributable to the Buyer(s) in fulfilment of terms and conditions of allotment, the company shall be entitled to reasonable extension in delivery of possession of the Unit to the Buyer(s). No claim by way of damages/compensation shall lie against the Company in case of delay in handing over possession o account of any of the said reasons and the Company shall be entitled to proportionate extension of time.</i>
11.	Due date of possession	26.12.2019 (calculated from the date of execution of buyer's agreement including grace period of 6 months)
12.	Total sale consideration	Rs.4,80,11,661/- (as per BBA page 53 of complaint)
13.	Amount paid by the complainant	Rs.4,67,63,411/- (as per conveyance deed page 154 of complaint)
14.	Delayed compensation paid by the respondent	Rs.2,36,000/- (page 2 of written arguments submitted by complainant)
15.	Tripartite agreement	14.10.2015 (page 84 of complaint)
16.	Possession certificate	30.10.2021 (page 124 of complaint)
17.	Handover letter	30.10.2021 (page 125 of complaint)
18.	Occupation certificate	14.05.2022 (page 130 of complaint)

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19.	Part completion certificate	17.10.2014 (page 27 of reply)
20.	Conveyance deed	19.07.2022 (page 155 of complaint)
21.	Transfer deed in favor of co applicant i.e. complainant (Mumal Singh)	03.05.2023 (page 202 of complaint)

The counsel for the complainant submits that the Builder-Buyer Agreement was executed on 26.06.2015 with the respondent, wherein it was agreed that the subject unit would be handed over within 48 months from the date of signing of the agreement, with a further grace period of 6 months, i.e., by 26.12.2019. However, possession of the unit was handed over on 30.10.2021, and the conveyance deed was registered on 19.07.2022. Therefore, there was a delay on the part of the respondent in handing over possession as per the agreed timeline, and the complainant is entitled to interest for the delayed period.

Further, the counsel for the complainant submits that possession of the subject unit was taken under protest, with objections raised regarding structural defects, as reflected in the possession letter. Submitted that during the rainy season, water accumulates in the basement, and despite repeated concerns raised by the complainant, the respondent's placed a motor in the basement and instructed the complainant to switch it on whenever water accumulates to pump it out. Despite having paid a substantial amount of Rs. 4,67,63,411/-, the complainant continues to face such issues, in addition to other structural defects. The respondent, via email dated 05.09.2023 (annexed at page 139 of the complaint) assured the complainant that the structural defects would be rectified.

The counsel for the respondent admits the delay in handing over possession of the subject unit. However, with respect to the objections raised regarding structural defects, submits that the basement does not form part of the complainant's unit. Moreover, all minor defects raised by the complainant have been duly rectified, as detailed on page 126 of the complaint. Also, the possession of the subject unit was handed over to the complainant prior to



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CR/4584/2023

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the issuance of the Occupancy Certificate, at the request of complainant.

Arguments heard.

In view of the above, the respondent is directed to pay delayed possession charges to the complainant from the due date of possession i.e. 26.12.2019 till valid offer of possession/taken over of possession i.e. 30.10.2021 at the prescribed rate of interest i.e. 11.10% p.a.

Other relief sought will be the part of main order.

Matter stands disposed of. Detailed order will follow.

Vijay Kumar Goyal

Member

22.05.2025