

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY
89

Day and Date	Tuesday and 17.09.2024
Complaint No.	CR/7985/2022 Case titled as Archna VS Ocean Seven Buildtech Private Limited
Complainant	Archna
Represented through	Shri Harshit Batra Advocate
Respondent	Ocean Seven Buildtech Private Limited
Respondent Represented through	Shri Arun Yadav Advocate
Last date of hearing	28.05.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 20.01.2023 and the reply on behalf of the respondent was received on 06.02.2024.

On 28.05.2024, the respondent was directed to not to create any third party rights against the allotted unit of the complainants till further order was restrained.

The succinct facts of the case are as under:

Sr. No.	Particulars	Details
1.	Name of the project	Expressway Towers, Sector 109, Gurugram, Haryana.
2.	Project area	7.5 Acres
3.	Nature of the project	Affordable housing project
4.	DTCP license no.	06 of 2016 dated 16.06.2016
	License valid till	15.06.2021
	Licensed area	7.5 acres
	License holder	Sh. Shree Bhagwan C/o M/s Ocean Seven Buildtech Pvt. Ltd.
5.	HRERA registered/ not registered	Registered vide no. 301 of 2017 dated 13.10.2017
	HRERA registration valid up to	12.04.2022 (Including 6 months COVID extension)

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. डी. विभाग गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

6.	Building plan approval dated	26.09.2016
7.	Environment clearance dated	30.11.2017
8.	Allotment letter issued in favour of complainant on	20.05.2017 [Page 18 of complaint]
9.	Unit no.	506, 5 th floor, Tower 5 (Page 26 of complaint)
10.	Unit admeasuring	645 sq. ft. of carpet area along with 99 sq. ft. of balcony area [Page 25 of the complaint]
11.	Builder buyer agreement	03.06.2017 [Page 21 of complaint]
12.	Possession clause as per clause 5.2 of the agreement	<i>The Company shall sincerely endeavour to complete the construction and offer the possession of the said unit within five years from the date of the receiving of license ("Commitment Period"), but subject to force majeure clause of this Agreement and timely payment of installments by the Allottee(s). However In case the Company completes the construction prior to the period of 5 years the Allottee shall not raise any objection in taking the possession after payment of remaining sale price and other charges stipulated in the Agreement to Sell. The Company, on obtaining certificate for occupation and use by the Competent Authorities shall hand over the said unit to the Allottee for his/her/their occupation and use, subject to the Allottee having complied with all the terms and conditions of the said Policy and Agreement to Sell and payments made as per Payment Plan. It is further agreed by the Allottee that the Developer shall not be liable for delay in completion of construction, in case of force majeure condition and/or the delay is caused due to non-completion of construction of said Complex/building/unit. In the event if a number Allottee(s) are not paying</i>



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

CR/7985/2022

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		<i>due installments on time or a number of Allottee(s) has withdrawn their application after allotment of unit or a number of units has been cancelled due to nonpayment of due installments or otherwise...</i> [Page 33 of complaint]
13.	Possession clause	1(IV) of the Affordable Housing Policy, 2013 All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.
14.	Due date of possession	30.05.2022 (calculated from the date of environment clearance dated 30.11.2017 being later + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020)
15.	Total consideration	Rs.26,29,500/- [As per clause 4.1 of the BBA at page 26 of complaint]
16.	Amount paid by the complainant	Rs.23,49,496/- [As alleged by the complainant at page 16 of complaint]
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

The due date for handing over of possession was 30.05.2022 including 6 months grace period on account of Covid - 19 pandemic. However, OC for the project has not been received till date. Therefore, the complainant is seeking delayed possession charges with direction to hand over possession after obtaining OC.

The counsel for the respondent states that the project was delayed due to force majeure causes including Covid - 19 pandemic and orders of various authorities. Further, the licence of the respondent has been suspended w.e.f 25.03.2023. Therefore, the period beyond 25.03.2023 may be considered as a



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

zero period. Further four years period for completion of project may be counted from date of consent to establish which was granted only on 18.02.2018.

The counsel for the complainant is seeking relief in terms of detailed order already passed by the Authority in CR No.7964/2022 and 14 others.

Arguments heard.

Both the parties may file brief written submissions within 15 days with an advance copy to each other.

Order reserved.

Matter to come up on 19.11.2024 for pronouncement of order.

Ashok Sangwan
Member

V. / 
Vijay Kumar Goyal
Member
17.9.2024