

PROCEEDINGS OF THE DAY		12
Day and Date	Tuesday and 17.01.2023	
Complaint No.	CR/892/2021 Case titled as DEVINDER DHADWAL Vs SEPSET PROPERTIES PRIVATE LIMITED	
Complainant	DEVINDER DHADWAL	
Represented through	Shri Deepak Gautam proxy counsel	
Respondent	SEPSET PROPERTIES PRIVATE LIMITED	
Respondent Represented	Ms. Stuti Sharma Advocate	
Last date of hearing	21.09.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 11.02.2021 and the reply on behalf of respondent was received on 22.07.2021

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

S.N.	Particulars	Details
1.	Name of the project	"Paras Dews", Sector- 106, Gurugram
2.	Nature of project	Group Housing Colony
3.	RERA registered/not registered	Registered 118 of 2017 dated 28.08.2017
4.	DTPC License no.	61 of 2012 dated 13.06.2012
	Validity status	12.06.2020
	Name of licensee	Sepset Properties

	Licensed area	13.76 acre
7.	Unit no.	Apartment no. 207, 2 nd floor, Tower F [As per page no. 40 of complaint]
8.	Unit measuring	1385 sq. ft. [As per page no. 40 of complaint]
9.	Date of execution of Floor buyer's agreement	22.05.2014 (Page no. 37 of complaint)
11.	Possession clause	<p>3. Possession</p> <p>3.1 Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller and any restraints restrictions from any courts/ authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and having complied with all provisions. formalities, documentation, etc. as prescribed by the Seller, whether under this Agreement or otherwise, from time to time, the Seller proposes to hand over the possession of the Apartment to the Purchaser(s) within a period of 42 (Forty Two) months with an additional grace period of 6 (six) Months from the date of execution of this Agreement of date of obtaining all licenses or approvals The commencement of construction, whichever is later, subject to Force Majeure. The Purchaser(s) agrees and understands that the Seller shall be entitled to a grace period of 90 (ninety) business days, after the expiry of grace period, for offer to hand over the possession of the Apartment to the Purchaser. Any application for the occupation certificate in respect of the Project shall be filed in the due course. The Seller shall give Notice of Offer of Possession in writing to the Purchaser(s)</p>



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/894/2021

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

		with regard to the handing over of possession, where after, within 30 (thirty) days, the Purchaser(s) shall clear his outstanding dues and complete documentary formalities and take physical possession of the Apartment. In case, the Purchaser(s) raises any issue with respect to any demand, the same would not entitle the Purchaser(s) for an extension of the time for taking over possession of the Apartment In the event the Purchaser(s) fails to make all payments and accept and take the possession of the Apartment within 30 (thirty) days of the Notice of Offer of Possession, the Purchaser(s) shall be deemed to be custodian of the Apartment from such due date indicated in the Notice of Offer of Possession and the Apartment shall be held by the Seller solely at the risks and costs of the Purchaser(s), including but not limited to applicability of the appropriate Holding Charges as defined in Clause 3,3 below and interest. The obligation of the Seller to offer possession to the Purchaser under this Clause shall be subject to Force Majeure.
12.	Due date of possession	22.05.2018 (Calculated from the execution of BBA) (Grace period is allowed)
14	Total sale consideration	Rs. 97,62,880/- (As per page no. 20 of reply)
14.	Total amount paid by the complainant	Rs. 88,19,596/- (As alleged by the complainant)
15.	Occupation certificate dated	-
16.	Offer of possession	-

The complainant has sought following relief:



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CR/892/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

1. Direct the respondent to refund the total amount paid by the complainant along with the prescribed rate of interest.

Keeping in view the fact that the allottee complainant wishes to withdraw from the project and is demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016, the authority hereby directs the promoter to return the amount received by him i.e., Rs. 88,19,596/- with interest at the rate of 10.60% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

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


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
17.01.2023