



**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**

12

Day and Date	Thursday and 25.04.2024
Complaint No.	CR/925/2023 Case titled as Chanchal Batra VS Sepset Properties Private Limited
Complainant	Chanchal Batra
Represented through	Shri Rishabh Jain Advocate
Respondent	Sepset Properties Private Limited
Respondent Represented	Shri Himanshu Singh Advocate
Last date of hearing	18.01.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

**Proceedings**

The present complaint was filed on 07.03.2023 and reply was received on 06.10.2023.

Succinct facts of the case are as under:

S.No.	Particulars	Details
1.	Name of the project	"Paras Dews", Sector- 106, Gurugram
2.	Nature of project	Group Housing Colony
3.	<b>RERA registered/not registered</b>	Registered 118 of 2017 dated 28.08.2017
4.	<b>DTPC License no.</b>	61 of 2012 dated 13.06.2012
	Validity status	12.06.2020
	Name of licensee	Sepset Properties
	Licensed area	13.76 acre
5.	Unit no.	03, floor-4 <sup>th</sup> , tower-F
6.	Unit admeasuring	1385 sq. ft. (super area)
7.	Allotment letter	10.01.2013 (page 32 of complaint)



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12/9/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Date of execution of Floor buyer's agreement	16.04.2013 (page 35 of complaint)
9.	Amendment to builder buyer agreement	29.12.2017 (page 71 of complaint)
10.	Possession clause	<b>3. Possession</b> <b>3.1</b> 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, <b>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 or date of obtaining all licenses or approvals</b> 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) 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



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		<i>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.</i>
11.	Environment clearance	06.09.2013 (page 65 of reply)
12.	Due date of possession	06.09.2017 (Calculated from the date of environment clearance i.e. 06.09.2013) (Grace period is allowed being unqualified)
13.	Total sale consideration	Rs.78,81,490/- (As per amendment to builder buyer agreement page no. 61 of reply)
14.	Total amount paid by the complainant	Rs.66,76,497/- (as per customer statement dated 12.01.2021 page 73 of complaint)
15.	Occupation certificate dated	26.04.2023 (page 21 of reply)
16.	Offer of possession	28.04.2023 (page 62 of reply)

The counsel for the complainant states that offer of possession has been made by the respondent after filing of the complaint but the said offer is accompanied with unreasonable demands which are not part of BBA and includes charges towards labour cess, external electrification and HVAT etc. and the complainant is ready to make the outstanding payment as per BBA after excluding the charges which are not part of agreement and also adjustment of delay on account of offer of possession.

The counsel for the respondent states that the respondent wishes to amicably settle the matter with the complainant and further that demand shall be raised as per BBA and interest is demanding on outstanding amount and requests for exploring the possibility of amicable settlement.



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Both the parties are given one opportunity to explore the amicable settlement within 2 weeks failing which the written submissions may be filed alongwith the details of the charges demanded which are not part of BBA and the respondent to file justification of the above charges alongwith revised account statement after adjusting amount of DPC.

The consideration amount as per addendum to the BBA is to be demanded which be also rectified by the respondent.

Matter to come up on 25.07.2024 for final arguments/ orders if matter is not amicably settled by that time.

V.1-3  
Vijay Kumar Goyal  
Member  
25.04.2024