

PROCEEDINGS OF THE DAY		15
Day and Date	Tuesday and 03.09.2024	
Complaint No.	CR/613/2018/873/2021 Case titled as MRIDULA PARTI AND PARTHA SARATHI DE VS MICROTEK INFRASTRUCTURES PVT LTD	
Complainant	MRIDULA PARTI AND PARTHA SARATHI DE	
Represented through	Complainant No.2 in person with Shri Sukhbir Yadav Advocate	
Respondent	MICROTEK INFRASTRUCTURES PVT LTD	
Respondent Represented through	Ms. Shriya Takkar and Ms. Simriti Srivastava Advocates with Shri Parveen Mangla AR of the company	
Last date of hearing	30.07.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 12.02.2021 and reply was received on 02.11.2023.		
Succinct facts of the case as per complaint and reply are as under:		
S. N.	Particulars	Details
1.	Name of the project	“Greenburg”, Sector 86, Gurugram
2	Project area	14.643 acres
3	Nature of the project	Residential



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हरियाणा भू-संपदा विनियामक प्राधिकरण गुरुग्राम
CR/613/2018/813/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

4	DTCP license no. and validity status	104 of 20010 dated 03.12.2010
5	RERA Registered/ not registered	Not registered
6	Unit no.	602, 6 th floor, Tower-J
7	Unit area admeasuring	1480 sq. ft.
	Date of allotment letter	20.05.2015 (page 54 of complaint)
8	Date of execution of agreement to sell	21.05.2015 (Page 12 of complaint)
9	Possession clause	11 The Project Developer based on its present plans and estimates and subject to all just exceptions endeavours to complete construction and offer possession of the Said Building/Said Apartment within a period of Thirty Nine (39) months from the date of construction i.e., 1st October, 2013 unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.
10	Due date of possession	01.01.2017 (Calculated Thirty Nine (39) months from the date of construction i.e., 1st October, 2013)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
20/08/2018

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

11	Basic sale consideration	Rs 1,02,64,540/- (As per page no. 54 of complaint)
12	Amount paid by the complainant	Rs. 40,16,977/- (As alleged by the complainant)
13	Occupation certificate /Completion certificate	27.07.2017 (page no. 2 of the written statement by the respondent)
14	Offer of possession	14.07.2018 (page no. 4 of the written statement by the respondent)

The complainant states that at Para 6 (Sr. No. 31) of the reply, the respondents have mentioned that an Occupation Certificate was granted to them on 27.07.2017. However, on scrutiny of the OC, it has been found that it does not have any mention of "Tower J" i.e. the tower which contains the unit of the complainants. It is pertinent to mention here that as per the respondent, the Offer of possession was sent to the complainants on 14.07.2018, whereas the said OC was obtained on 27.07.2017. Had it been the OC pertaining to the unit of the complainant there would not have been delay of one year in the offering of the possession. Hence, it is evident that the said OC was not pertaining to "Tower-J" and respondents were not in a position to offer possession to the complainant.

Further stated that the request for refund was made in July 2018 before offer of possession and the offer of possession was made on 20.08.2018 and due date of possession has elapsed on 01.01.2017.

The counsel for the respondent states that OC was granted by the competent authority on 27.07.2017 which has not been invalidated till date and the conditions therein (fire NOC and electricity connection were duly complied with). The offer of possession was made on 14.07.2018 and take the possession after clearing the outstanding amount on or before 20.08.2018. Thereafter, the respondent as a good will gesture vide letter dated 20.08.2018 for all the allottees to make the payment.



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR/199/2021/8/3/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

Further stated that the demand for refund has been made by the complainant post receipt of OC dated 27.07.2017 and offer of possession was dated 14.07.2018. The present case is squarely covered by the order dated 10.05.2023 passed by this Authority in case titled as Poonam Verma versus Splender Buildwell Pvt.Ltd. in CR No.199/2021 and order dated 18.04.2023 in case CR No.419/2021 titled as Mahavir Yadav vs. Landmark Apartment.


The respondent builder states that they have sent the letter of offer of possession to the complainant through speed post and registered post as well, but the same was willfully and knowingly returned by the complainants after opening the envelope with remarks "REFUSED TO ACCEPT".

Arguments heard.

Order reserved.

Matter to come up on **29.10.2024** for pronouncement of order.

Ashok Sangwan
Member


Arun Kumar
Chairman
03.09.2024

V.I-3
Vijay Kumar Goyal
Member