

PROCEEDINGS OF THE DAY		51
Day and Date	Friday and 21.07.2023	
Complaint No.	CR/1447/2022 Case titled as Rakhi Chuhan Vs RAHEJA DEVELOPERS LTD	
Complainant	Rakhi Chuhan	
Represented through	Shri Utkarsh Thapa Advocate	
Respondent	RAHEJA DEVELOPERS LTD	
Respondent Represented	Shri Garvit Gupta Advocate	
Last date of hearing	01.02.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 12.04.2022 and the reply on behalf of respondent was received on 07.02.2023.

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

S. N.	Particulars	Details
1.	Name of the project	"Raheja Revanta", Sector 78, Gurugram, Haryana
2.	Project area	18.7213 acres
3.	Nature of the project	Residential Group Housing Colony
4.	DTCP license no. and validity status	49 of 2011 dated 01.06.2011 valid up to 31.05.2021
5.	Name of licensee	Sh. Ram Chander, Ram Sawroop and 4 Others
6.	Date of environment clearances	23.10.2013

		[Note: - the date of EC is taken from the complaint no. 737/2021/3678/2019 of the same project being developed by the same promoter]
7.	Date of revised environment clearances	31.07.2017 [Note: - the date of revised EC is taken from the complaint no. 737/2021/3678/2019 of the same project being developed by the same promoter]
8.	RERA Registered/ not registered	Registered vide no. 32 of 2017 dated 04.08.2017
9.	RERA registration valid up to	31.01.2023 5 Years from the date of revised Environment Clearance + 6 Months grace period in view of Covid-19
10.	Unit no.	IF21-01, ground floor, Tower/block-IF21 (Page no. 19 of the complaint)
11.	Unit area admeasuring	2891.660 sq. ft. (Page no. 19 of the complaint)
12.	Allotment letter	27.11.2015 (Page no. 14 of the complaint)
13.	Date of execution of agreement to sell - Raheja Revanta	27.11.2015 (Page no. 16 of the complaint)
14.	Possession clause	4.2 Possession Time and Compensation <i>That the Seller shall sincerely endeavor to give possession of the Unit to the purchaser</i>

		<i>within thirty-six (36) months in respect of 'TAPAS' Independent Floors and forty eight (48) months in respect of 'SURYA TOWER' from the date of the execution of the Agreement to sell and after providing of necessary infrastructure specially road sewer & water in the sector by the Government, but subject to force majeure conditions or any Government/ Regulatory authority's action, inaction or omission and reasons beyond the control of the Seller. However, the seller shall be entitled for compensation free grace period of six (6) months in case the construction is not completed within the time period mentioned above. The seller on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Unit to the Purchaser for this occupation and use and subject to the Purchaser having complied with all the terms and conditions of this application form & Agreement To sell. In the event of his failure to take over and /or occupy and use the unit provisionally and/or finally allotted within 30 days from the date of intimation in writing by the seller, then the same shall lie at his/her risk and cost and the Purchaser shall be liable to compensation @ Rs.7/- per sq. ft. of the super area per month as holding charges for the entire period of such delay..... "</i> (Page no. 27 of the complaint).
15.	Grace period	Allowed As per clause 4.2 of the agreement to sell, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 36 months plus 6 months of grace period. It is a matter of fact that the respondent has not completed the project in which the

		allotted unit is situated and has not obtained the occupation certificate by November 2018. As per agreement to sell, the construction of the project is to be completed by November 2018 which is not completed till date. Accordingly, in the present case the grace period of 6 months is allowed.
16.	Due date of possession	27.05.2019 (Note: - 36 months from date of agreement i.e., 27.11.2015 + 6 months grace period)
17.	Basic sale consideration as per BBA at page no. 50 of the complaint	Rs.2,56,57,028/-
18.	Total sale consideration as per customer ledger dated 07.03.2020 page no. 57 of the complaint	Rs.2,69,46,520/-
19.	Amount paid by the complainant	Rs.2,53,56,729/- (As per customer ledger dated 07.03.2020 page no. 57 of the complaint)
20.	Occupation certificate /Completion certificate	Not received
21.	Offer of possession	Not offered

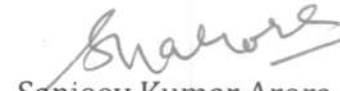
The counsel for the complainants stated that the project "Revanta" was launched in 2011 and the due date of delivery of possession was 2014 tentatively and further brought into knowledge of the authority the decision dated 26.06.2023 passed by the NCDRC in Consumer case no. 1099 of 2017 in case titled as Ashish Vohra versus Raheja Developers Ltd. where the complaint is partly allowed and opposite party is directed to refund entire amount

deposited by the complainant alongwith interest at the rate of 9% per annum from the date of respective deposit till date of refund within a period of 2 months.

Further stated that the unit in question was booked on 27.11.2015 and due date of possession was 27.05.2019 including 6 months grace period and the complainant-allottee has paid almost 98% of the total sale consideration and is no more willing to continue with the project.

The counsel for the complainant further states that still on the request of Shri Yash Sharma – Manager (legal) of the respondent company, is agreed for amicable settlement if the respondent company comes forward with open mind within a period of 4 weeks. The counsel for the respondent and AR of the company state that they shall make concerted efforts to amicably settle the matter within given period of 4 weeks otherwise on next date of hearing, the case may be decided on merits.

Matter to come up on 01.09.2023 for further proceedings.


Sanjeev Kumar Arora
Member
21.07.2023