

**PROCEEDINGS OF THE DAY**
**19**

Day and Date	Thursday and 14.03.2024
Complaint No.	CR/2056/2023 Case titled as Vandana Kalra VS Raheja Developers Limited & Nayan Raheja
Complainant	Vandana Kalra
Represented through	Shri Pardeep Kumar Advocate
Respondent	Raheja Developers Limited & Nayan Raheja
Respondent Represented through	Shri Garvit Gupta Advocate
Last date of hearing	21.12.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

**Proceedings**

The present complaint was filed on 09.05.2023 and registered as complaint No. 2056 of 2022 and reply was received on 23.10.2023.

The succinct facts of the case are as follows:

S.No.	Particulars	Details
1.	Name and location of the project	"Raheja's Aranya City", Sector 11 & 14, Sohna, Gurugram
2.	Nature of the project	Residential Plotted Colony
3.	Project area	107.85 acres
4.	DTCP license no.	19 of 2014 dated 11.06.2014 valid up to 10.06.2018
5.	Name of licensee	Standard Farms Pvt. Ltd. and 9 others
6.	RERA Registered/ not registered	Registered vide no. 93 of 2017 dated 28.08.2017 valid up to 27.08.2022
7.	Unit no.	Plot No. D-162



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

*CR 2056/2023*

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. हा. विभाग भू. विनिय. गुरुग्राम, हरियाणा

		(As per page no. 37 of the complaint)
8.	Unit area admeasuring	360.990 sq. yds. (As per page no. 37of the complaint)
9.	Date of execution of agreement to sell	16.07.2014 (As per page no. 35 of the complaint)
10.	Possession clause	<b>4.2 Possession Time and Compensation</b> <i>That the seller shall sincerely endeavor to give possession of the plot to the purchaser <b>within thirty-six (36) months from the date of the execution of the Agreement to sell</b> and after providing of necessary infrastructure specially road sewer &amp; water in the sector by the Government, but subject to force majeure conditions or nay Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the seller. <b>However, the seller shall be entitled for compensation free grace period of six (6) months in case the development is not within the time period mentioned above. In the event of his failure to take over possession of the plot 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 pay @ Rs. 50/- per sq. yds. of the plot area per month as holding charges for the entire period of such delay...."</b></i> (As per page no. 43 of complaint)
11.	Grace period	<b>Allowed</b>



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CR 2056/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. सी. विधान भूट, सिविल लाईंस, गुरुग्राम, हरियाणा

		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 part completion certificate by July 2017. As per agreement to sell, the construction and development work of the project is to be completed by July 2017 which is not completed till date. <b>Accordingly, in the present case the grace period of 6 months is allowed.</b>
12.	Due date of possession	11.01.2018 <b>(Note: 36 months from the date of execution of BBA i.e., 11.07.2014+ six months grace period)</b>
13.	Total sale consideration	Rs.1,36,62,130+96/- <b>(As per payment plan on page no. 55 of the complaint)</b>
14.	Amount paid by the complainant	Rs.1,29,65,817/- <b>(As per customer ledger on page no. 69 of the complaint)</b>
15.	Occupation Certificate/ completion certificate	Not received
16.	Offer of possession	Not offered
17.	Email sent by the complainant seeking refund	23.04.2023 <b>(As per page no. 83 of the complainant)</b>



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The counsel for the respondent requests for an adjournment to explore the possibility of amiable settlement including offer of an alternative unit.

The counsel for the complainant states that the complainant allottee is not interested in any offer of settlement as despite having paid more than 90% of the consideration amount, the unit is not yet completed and the due date has elapsed way back in the year 2018 and hence, the allottee is interested in refund of the amount deposited in terms of statutory rights u/s 18 of the Act.

The counsel for the respondent confirms that the CC in respect of the phase in which the unit is situated is not yet received.

Arguments heard.

In view of the above, full refund is allowed alongwith prescribed rate of interest i.e. 10.85% per annum from the date of each payment till its realization. The respondent is further directed that no third party rights shall be created till the refunded amount is paid to the complainant

Detailed order will follow. Matter stands disposed off.

VJ-3

Vijay Kumar Goyal  
Member

14.03.2024