

PROCEEDINGS OF THE DAY		39
Day and Date	Wednesday and 24.01.2024	
Complaint No.	CR/2383/2023 Case titled as Anil Malhotra and Indu Malhotra VS Ireo Grace Realtech Private Limited	
Complainant	Anil Malhotra and Indu Malhotra	
Represented through	Shri Deepak Kumar Khushalani Advocate	
Respondent	Ireo Grace Realtech Private Limited	
Respondent Represented	Shri M.K. Dang Advocate	
Last date of hearing	08.11.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 08.06.2023 and the reply received on 18.12.2023.		
Succinct facts of the case as per complaint and annexures are as under:		
S. N.	Particulars	Details
1.	Name and location of the project	"The Corridors" at sector 67A, Gurgaon, Haryana
2.	Nature of the project	Group Housing Colony
3.	Project area	37.5125 acres
4.	DTCP license no.	05 of 2013 dated 21.02.2013 valid upto 20.02.2021
5.	Name of licensee	M/s Precision Realtors Pvt. Ltd. and 5 others
6.	RERA Registered/ not registered	Registered Registered in 3 phases Vide 378 of 2017 dated 07.12.2017(Phase 1) Vide 377 of 2017 dated 07.12.2017 (Phase 2)

		Vide 379 of 2017 dated 07.12.2017 (Phase 3)
	Validity Status	30.06.2020 (for phase 1 and 2) 31.12.2023 (for phase 3)
7.	Apartment no.	602, 6 th floor, Tower-A1 (As per BBA on page no. 29 of complaint)
8.	Unit area admeasuring	1867.01 sq.ft [Super-Area] (As on page no. 29 of complaint)
9.	Date of approval of building plan	23.07.2013 (as per project details)
10.	Date of environment clearance	12.12.2013 (as per project details)
11.	Date of builder buyer agreement	24.09.2014 (As on page no. 26 of complaint)
12.	Date of fire scheme approval	27.11.2014 (as per project details)
13.	Possession clause	13.3 Possession and Holding Charges Subject to force majeure, as defined herein and further subject to the Allottee having complied with all its obligations under the terms and conditions of this Agreement and not having default under any provisions of this Agreement but not limited to the timely payment of all dues and charges including the total sale consideration, registration chares, stamp duty and other charges and also subject to the allottee having complied with all the formalities or documentation as prescribed by the company, the company proposes to offer the possession of the said

		<p>apartment to the allottee within a period of 42 months from the date of approval of building plans and/or fulfillment of the preconditions imposed thereunder (Commitment Period).</p> <p>The Allottee further agrees and understands that the company shall additionally be entitled to a period of 180 days (Grace Period), after the expiry of the said commitment period to allow for unforeseen delays beyond the reasonable control of the Company.</p> <p>(Emphasis supplied)</p>
14.	Due date of possession	23.01.2017 (calculated from the date of approval of building plans) Note: Grace Period is not allowed.
15.	Total sale consideration	Rs.1,99,20,649.34/- (As per payment plan on page no. 62 of complaint)
16.	Amount paid by the complainants	Rs.61,22,733/- (As per SOA dated 04.03.2022 on page 111 of reply)
17.	Occupation certificate	27.01.2022 (As on page no.107 of reply)
18.	Offer of possession	16.02.2022 (as on page 110 of reply)

The counsel for the complainant is seeking refund of the amount deposited on account of delay in handing over of possession of the apartment by the due date which was within 42 months from the date of approval of building plans which falls on 23.01.2017 (without grace period of 6 months). The complainant stopped making payment to the respondent as the progress in

the construction was evidently beyond the stipulated timelines as per the payment demands dated 10.01.2017.

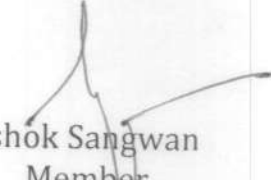
The counsel for the respondent states that the complaint has been filed more than one year after the offer of possession dated 16.02.2022. The complainant had paid only 30% of the amount of consideration and failed to pay the rest instalments despite 16 reminders. So far as the due date for handing over of possession is concerned, the matter has been settled by the Hon'ble Apex Court in the matter of Ireo Grace Pvt Ltd. Versus Abhishek Khanna as 27.11.2018. It is the duty of the complainant to take possession in terms of Section 18 of the Act, 2016.

The counsel for the complainant states that the unit of the complainant falls in phase-II and the Hon'ble Apex Court had ordered that refund with interest would be made to the allottees of Phase-II to the above referred order.

Arguments heard.

Order reserved.

Matter to come up on **13.03.2024** for pronouncement of order.


Ashok Sangwan
Member
24.01.2024