



HARERA
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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

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PROCEEDINGS OF THE DAY

Day and Date	Thursday and 16.05.2024
Complaint No.	CR/495/2023 Case titled as Jyoti Chawla VS Godrej High View LLP
Complainant	Jyoti Chawla
Represented through	Mr. Ranjan Sardana Advocate
Respondent	Godrej High View LLP
Respondent Represented	Shri Rohan Malik, Advocate and Shri Ranjit Bhambu, AR of the company
Last date of hearing	14.03.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 14.02.2023 and a reply on behalf of respondents were received on 26.07.2023 and 31.10.2023 respectively. On last date of hearing the court directed to both parties to explore the possibility of amicable settlement.

Succinct facts of the case as per complaint and reply are as under:

S. No.	Particulars	Details
1.	Name and location of the project	"Godrej Nature Plus", Phase- 1, Sector-33, Sohna, Haryana
2.	Nature of the project	Group Housing Colony
3.	Project area	18.744 acres
4.	DTCP License	01 of 2014 dated 03.01.2014
5.	RERA Registered/ not registered	265 of 2018 dated 30.01.2018 valid up to 30.01.2028
6.	Unit No.	E-1403, on 14 th Floor, Tower-F (Page no. 60 of complaint)
7.	Date of booking application form	29.03.2018 (Page no. 60 of complaint)
8.	Date of allotment	15.05.2018



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		(Page no. 60 of complaint)
9.	Date of builder buyer agreement	25.06.2018 (Page 52 of complaint)
10.	Possession clause	6.2 Possession <i>The Developer shall offer possession of the apartment to Buyer for the said apartment on or before 30th of June 2023 ('Completion Time Period). The competition time period shall stand reasonably extended on account of (i) any Force Majure Event and/or (ii) reasons beyond the control of Developer and/or its agents and/or (iii) due to non-compliance on part of the Buyer including on account of any default on the part of Buyer. ('Extension Event) In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Buyer, the Developer shall refund the amounts received from the buyer along with prescribed interest in accordance to the Applicable Laws.</i>
11.	Due date of possession	30.06.2023 (As per possession clause of BBA at page 71 of the complaint)
12.	Total sale consideration	Rs. 80,80,979/- (Page no. 100 of complaint)
13.	Total amount paid by the complainants	Rs. 25,90,768/- as confirmed by the counsel for the complainant during proceedings. (As per SOA dated 16.04.2019 at page no. 46 of reply)
15.	Cancellation Letter	26.06.2018 (Page no. 62 of complaint)
16.	Occupation certificate	Not obtained



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The counsel for the complainant is seeking the following reliefs :-

1. Direct the respondents to refund the total amount of Rs. 25,90,786/-
2. Interest @18%
3. Direct the respondents to do not cancel the unit
4. Litigation cost of Rs.2,00,000/-
5. Revoke/ cancel the registration certificate granted to project.
6. Impose heavy penalty on respondents

The counsel for the complainant seeking refund of the amount with interest as respondent has accepted more than 10% prior to execution of BBA in violation of Section 13 of the Act and has not adhered to the prescribed BBA and hence penal action be also taken against the respondent. The counsel for the complainant is also placing on record a copy of orders passed in appeal no.584/2018 passed by the NCDRC, New Delhi.

The counsel for the respondent states that cancellation/termination has been made on request of the complainant and deduction of 20% earnest money has been made as per BBA which was executed on 27.6.2018. The unit was cancelled after issuance of 14 reminders. The unit was terminated on 29.9.2017 Annexure R-19 of the reply and deduction may be allowed for the brokerage and interest on delayed payments and earnest money as per para 20 of the reply.

Arguments heard.

Detailed orders will follow.

V.I-3
Vijay Kumar Goyal
Member
16.05.2024