



HARERA
GURUGRAM

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

PROCEEDINGS OF THE DAY

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Day and Date	Wednesday and 24.07.2024
Complaint No.	CR/7817/2022 Case titled as Aro Matrix Flora Private Limited VS Raheja Developers Limited
Complainant	Aro Matrix Flora Private Limited
Represented through	Shri Aman Leekha Advocate
Respondent	Raheja Developers Limited
Respondent Represented	Ms. Harshita Setia proxy counsel
Last date of hearing	23.05.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 13.01.2023 and reply on behalf of respondent was received on 28.02.2024.

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

S. N.	Particulars	Details
1.	Name of the project	"Raheja's 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.	RERA Registered/ not registered	Registered vide no. 32 of 2017 dated 04.08.2017
7.	RERA registration valid up to	04.02.2023 5 Years from the date of revised Environment Clearance



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8.	Unit no.	C-441, 44 th floor, Tower/block- C (Page no. 16 of the complaint)
9.	Unit area admeasuring	1623.330 sq. ft. (super area) (Page no. 16 of the complaint)
10.	Allotment letter	28.06.2012 (page 56 of complaint)
11.	Date of execution of agreement to sell	28.06.2012 (Page no. 12 of the complaint)
12.	Possession clause	4.2 Possession Time and Compensation <i>That the Seller shall sincerely endeavor to give possession of the Unit to the purchaser 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</i>



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CR-1817/2022

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		<i>area per month as holding charges for the entire period of such delay....."</i>
13.	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 48 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 June 2016. As per agreement to sell, the construction of the project is to be completed by June 2016 which is not completed till date. Accordingly, in the present case the grace period of 6 months is allowed.
14.	Due date of possession	28.12.2016 (Note: - 48 months from date of agreement + 6 months grace period)
15.	Total sale consideration as per payment plan at page no. 47 of complaint	Rs.1,19,10,710/-
16.	Amount paid by the complainant as per customer ledger at page no. 60 of complaint	Rs.1,18,97,160/-
17.	Occupation certificate /Completion certificate	Not received
18.	Offer of possession	Not offered

On the last date of hearing the parties had stated that settlement talks are going on between the parties and the matter was adjourned for today.

The proxy counsel for the respondent states that the respondent is making all efforts to settle the matter with the complainant.

The counsel for the complainant states that no offer has been made by the respondent for a settlement till date. Matter is pending since January 2023



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and there is no justification in delaying the matter any further.

It is an admitted fact that the due date for handing over of the unit of the complainant was 28.12.2016 and the OC for the project has not been received till date. The complainant is seeking refund of the amount deposited alongwith interest at the prescribed rate under section 18 of the Act, 2016.

In view of the facts on record and after going through the pleadings, the authority allows the complaint and directs the respondent to refund the amount deposited alongwith interest at the prescribed rate from the date of deposit till its realization.

Detailed order will follow. Matter stands disposed off.

Ashok Sangwan
Member
24.07.2024