

PROCEEDINGS OF THE DAY		16
Day and Date	Wednesday and 08.05.2024	
Complaint No.	CR/7923/2022 Case titled as Kanchan and Jitender Singh VS Anant Raj Limited	
Complainant	Kanchan and Jitender Singh	
Represented through	Shri Mukul Kaushik, Advocate	
Respondent	Anant Raj Limited	
Respondent Represented	Shri Umang Mahendra Advocate	
Last date of hearing	10.04.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on **12.01.2023** and registered as complaint no. **7923** of **2022**. Reply on behalf of the respondent was received on **23.08.2023**.

Succinct facts as per the complaint and the reply are as follows:

Sr. No.	Particulars	Details
1.	Name of the project	"Maceo", Sector-91, Gurugram, Haryana.
2.	Nature of the project	Group Housing Colony
3.	Area of the project	15.575 acres
4.	HRERA registered	Registered
5.	DTCP license	License no.71 of 2008 Dated-25.03.2008

6.	Unit no.	Apartment no-002, Tower-N, Floor-Ground (As on page no. 45 of complaint)
7.	Unit admeasuring	1310 sq. ft. [Super-Area] 794.81 sq. ft. [Carpet Area] (As on page no. 45 of complaint)
8.	Builder buyer agreement	02.08.2019
9.	Possession clause	<p>Clause 8 POSSESSSION OF THE APARTMENT FOR RESIDENTIAL USAGE:</p> <p>8.1 Schedule for possession of the said Apartment for Residential Usage: The Company agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be , as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 16.08.2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project "Force Majeure", Court orders, Government policy/guidelines, decisions or any other reason beyond the control of the Company which affects the regular development of the real estate project.</p> <p>[Emphasis supplied] (As on page no. 49 of complaint)</p>
10.	Due date of possession	16.08.2019
11.	Total sale consideration	Rs.55,69,517/-

		(As on page no. 45 of complaint)
12.	Total amount paid by the complainant	Rs.56,04,924/- (As on page no. 47 of complaint)
13.	Occupation certificate	28.11.2019 (As on page no. 70 of complaint)
14.	Offer of possession	30.11.2019 (As on page no. 73 of complaint)

The complainants are seeking DPC under section 18 (1) of the Act on account of delay in handing over of possession of the unit that was booked by the complainants as a ready-to move in apartment. The BBA was executed on 02.08.2019 but the respondent handed over possession to the complainants on 14.12.2023 after directions of this authority.

The counsel for the respondent states that delay was on account of force majeure circumstances including Covid-19 pandemic and despite the same, they had offered possession to the complainants on 30.11.2019. Deficiencies, if any, were rectified on 14.07.2020.

However, the counsel for the complainants states that as admitted in the reply to the complaint, the unit was not ready for hand over as there was certain deficiencies in the same and finally the unit was handed over on 14.12.2023.

Arguments heard.

Order reserved.

Matter to come up on **24.07.2024** for pronouncement of order.

Ashok Sangwan
Member
08.05.2024