

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Consumer Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

COMPLAINT UNDER SECTION 21 READ WITH SECTION 12 (1)
(c) OF THE CONSUMER PROTECTION ACT 1986

RESPECTFULLY SUBMITTED

1. That the Complainants are several allottees who have purchased residential flats in a multi-storey group housing project, by the name of "Vedaanta", promoted and constructed by the Respondent No 1, in Sector 108 of Gurgaon, Haryana, which is part of the development around 'Dwarka Expressway' or "Northern Peripheral Road". 'Vedaanta' comprises of three buildings namely 'Vedaanta', 'Vedaanta Floors' and 'Vedas'.
2. The Complainants have the same/common interest and issues that have been raised in the present complaint in relation to the project 'Vedaanta'. The Respondent No 1 is guilty of practicing unfair trade

practices on account of which the flat owners have suffered both individually and collectively. The Complainants have moved a separate application under Section 12 (1)(c) of the Consumer Protection Act, 1986 ("CPA"), seeking permission of this Hon'ble Commission to file the present complaint collectively as a common cause of the Complainants. Besides the Complainants, the present complaint has also been filed for all other allottees who are similarly placed and are supporting the present petition and the issues raised therein. List of such allottees who are supporting the complaint is annexed as **Annexure-A**.

3. The Complainants have purchased their respective flats in the project 'Vedaanta' on separate dates starting from the year 2007 till 2012. However, as far as the terms and conditions of the agreement to sell and allotment is concerned the same are common to all the flat owners except the time promised for delivery of possession, which was either 36 months or 24 months. All the flat owners have suffered identical and common problems in relation to their allotment, such as delay in handing over possession, deficiency in construction, illegal demand of last installment of basic sale price and other charges, issuance of occupation certificate to the project without the same being complete as per the specifications and plans, lack of electricity and water supply, absence of access road to the site etc. In such circumstances the present complaint is being filed collectively by the Complainants.

4. The Respondent No 1 is a prominent builder having several residential group housing projects in and around Gurgaon in Haryana.
5. The Respondent No 2 is the agency of the Government of Haryana, namely, the Town and Country Planning Department, under Haryana Development And Regulation of Urban Areas Act 1975 (“**HDRUA Act**”) and Regulations made there under, which is responsible for controlling and regulating the urban development activities in the State of Haryana. Under Section 3 of the HDRUA Act, the Respondent No 2 is responsible for issuing licenses to the developers/builders for construction of residential and commercial developments in the State of Haryana, which are defined as ‘Colony’ under Section 2(c) of the HDRUA Act and under Section 2(d) a person, individual or company, to whom license is granted for developing a Colony is defined as “Coloniser”. The Respondent No 1 is a Coloniser as defined under the HDRUA Act and ‘Vedaanta’ is a Colony as defined under the HDRUA Act.
6. In and around the year 2007, the Respondent No 1 had launched the project ‘Vedaanta’ as a group housing project in Sector-108, Gurgaon on an area of 10.668 acres on the basis of License no. 204 of 2007 issued by the Respondent No 2. Copy of the license issued to Respondent No.1 by Respondent No.2 is annexed as **Annexure B**.
7. It was around that time that the Respondent No 2 had started issuing colony (development) licenses to various builders for promoting development around “Dwarka Expressway”, which was marketed

and promoted as the most promising destination of planned development and high quality living in Gurgaon-rather NCR, in the times to come.

8. In the year 2007, the Respondent No 1 issued advertisements for booking of flats in Vedaanta (high rise) in two, three and four bedroom sizes. Initially, two high rise blocks were launched under the name 'Vedaanta', however, later in the year 2011, one of the blocks was re-launched as 'Vedas'. In Vedas, about 35% of the flats comprising of towers A, B and C had been launched for sale in the year 2007 itself as part of the Vedaanta high rise and the remaining towers D, E and F, were launched as Vedas in 2011. The total number of flats in the aforesaid high rise towers appear to be more than 450 flats. Also, in the year 2011, the Respondent No 1 launched a low rise residential block named as 'Vedaanta Floors, which was initially planned as Vedaanta Villas in the year 2007, however later, in the year 2011 it was redesigned and renamed and launched in 2011.
9. At the time of initial booking in 2007, it was represented by the Respondent No 1, that Vedaanta (high rise) would be completed in 36 months. Based on the representations of the Respondent No 1 about the promise of delivery of possession within 36 months, many of the Complainants herein, besides several other allottees, made application for booking of the flats starting from the year 2007.
10. It is submitted that the Respondent No 2, the Licensor, who is responsible for regulating and carrying out development, of not only

various projects by various Colonisers (Builders), but the entire Dwarka Expressway Area, never made an attempt to caution the public in general about the false promises made by the Respondent No 1 regarding delivery of possession in 36 months, since it later became apparent that after the initial wave of launch of hundreds of projects by the builders and the Respondent No 2, by recklessly issuing licenses, amassing hundreds of thousands of crores of rupees from the allottees, there was no visible development works undertaken in the area. It started to come out in the public domain that even the acquisition of land for the "Dwarka Expressway", around which entire area was being sold as a dream destination, had not been concluded and there was serious uncertainty about the timelines. Fully knowing about the falsity of its representation to deliver possession in 36 months possession, yet the promises were made to the customers. In fact the building plans of the project were also not approved at the time of initial booking and were approved as late as in June 2008. Copy of the building approval letter bearing memo no. 4493 dated 18.06.2008 as available on the website www.raheja.com maintained by Respondent No.1 is annexed hereto as **Annexure C**.

11. The application for grant of environment clearance was also made by the Respondent No.1 as late as on 11.02.2008 and was granted only on 07.07.2009. Copy of the environment clearance bearing DEH/09/SEIAA/831 dated 07.07.2009 issued to Respondent No.1 by

Government of Haryana as available on the website www.raheja.com maintained by Respondent No.1 is annexed hereto as **Annexure D**.

12. At the time of launch in the year 2007, the Respondent No 1 had offered construction linked payment plan (“CLP”) and down payment options to the customers. At the time of booking, the flat owners were made to sign an application form which contained certain terms and conditions on which the booking was made. For the CLP, the form contained a schedule of payment, as per which 10% of the Basic Sale Price (BSP) was payable at the time of booking and payments upto 90% of the BSP was payable by the 34th month from the date of signing of the Flat Buyer Agreement (FBA). The sale consideration comprised of Basic Sale Price (BSP) and External Development Charges (“EDC”)/Internal Development Charges (“IDC”) payable to the Respondent No 2. Copy of one of the standard allotment letters/application forms containing CLP payment plan and down payment plan is attached hereto as **Annexure-E (Colly)**
13. In case of Complainants who have opted for down payment plan, almost 100% consideration was paid within 2 months of the date of booking to Respondent No 1. In terms of the CLP, the Complainants have already paid 95% of the BSP of their respective flats, as and when the installments became due, linked to stages of construction, thereby fulfilling their part of the contractual obligation made to the Respondent No 1. Furthermore, the Complainants have also paid the

requisite proportional EDC/IDC, which is collected by the Respondent No 1 for and on behalf of the Respondent No 2.

14. Some of the Complainants, who made the booking after 2010 and onwards, the Respondent No 1 offered a time linked installment plan (TLP), instead of CLP. This was for obvious reason, since by the year 2010 the construction stages for paying installments, as per the CLP plan, had already been achieved. However, it is pertinent to note that, both the groups of allottees, the ones who made bookings prior to 2010 and those who made bookings post 2010, were promised 36/24 months for delivery of possession. Such representation was made in clause 31 of the letter of allotment in both the cases. Be that as it may, even the post 2010 allottees/Complainants have paid the 95% of the BSP along with EDC/IDC, in accordance with their payment plan thereby fulfilling their contractual obligations.
15. Likewise, for Vedaanta Floors, launched in the year 2011, the Respondent No 1 had offered CLP to the customers. In this case the possession was promised in 36 months too from the date of signing of the FBA. Since the building was only three floors, the payment milestones were different from the high rise 14 storey Vedaanta/Veda towers. However, the 95% of the BSP was to be paid before the issuance of OC upon which the final installment of 5% was payable.
16. The Complainants have also entered into their respective FBAs with the Respondent No 1, in whose clause 4.2, the Respondent No 1

reiterated its promise of handing over possession to the Complainant within a period of 36/24 months from the date of the FBA. Complainant's have made further payments, after the initial booking amount, solely on the promise and representation of the Respondent No 1, reiterated in clause 4.2 of the FBA, that possession shall be delivered in 36/24 months from the signing of the FBA. The FBA was a standard draft, barring few minor variations discussed later in the complaint, which all the Complainants have signed. Copy of one of the Flat Buyer's Agreement for the bookings made in the years 2007, 2011 and 2012 are annexed as **Annexure-F (Colly)**.

17. The cheating and unfair trade practice of the Respondent No 1 is evident right at the stage of booking i.e since the inception of the relationship, (Vedaanta/Vedaa allottees), when the Complainants later discovered that all of them had been promised possession in 36/24 months, regardless of the date of signing of the FBA by each one of them, which means that the Complainant, who has signed the FBA in 2010, was promised the same 36 months, as the group of Complainants who had signed the FBA in the year 2007 and those who signed the FBA in 2011 and later in 2012 were promised the same 24 months.
18. This cheating and deception was repeated at the time of signing of the FBA by the Complainants when all the Complainants (allot tees of Vedaanta/Veda) were promised delivery of possession in the same 36/24 months regardless of their date of signing of the FBA. This clearly shows that 36/24 months timeline was just a farce and the

Respondent No 1 made this promise fully knowing that the said representation and promise was false and won't be fulfilled, even on the day the same was made and when even their building plans and environmental clearance were not in place. The Complainants have been deceived to part with their money in the form of installments that they paid pursuant to a fraudulent and false promise made by the Respondent No 1.

19. The fact that all the allottees of Vedaanta/Veda towers, have been promised the same 36/24 months, regardless of their date of signing of FBA, was discovered much later by them, when recently the Respondent No 1, in the month of November 2014, issued a demand letter demanding remaining 5% of the BSP, along with and some other baseless and illegal charges, claiming that the building had been issued Occupation Certificate ("OC") by the Respondent No 2 and is ready for possession. The Complainants visited the project site on various dates were shocked at such claim made by the Respondent No 1, since the building was far from habitable and could not have been issued OC in accordance with the applicable rules and regulations. The Complainants (allottees of Vedaanta/Veda) met with each other for the first time and discovered that they all had been fraudulently promised the same 36/24 months.
20. That along with the demand for payment of the last installment of the BSP and November 2014, the Respondent No 1, sent letters offering possession to the Complainants on the basis that Occupation Certificate ("OC") had been received for the Project. The possession

letter also required the Complainants to pay maintenance charges @ Rs. 4 /-per sq. for a period of 3 months chargeable from the date of the OC without mentioning the date of the OC or enclosing a copy of the OC with the letter. Copy of some of the demand letters dated 16.11.2014 along with letter offering possession is annexed hereto as **Annexure -G (Colly)**.

21. Since the possession letter mentioned only the memo number of the OC and did not mention the date on which it was obtained, some of the Complainants requested Respondent No.1 to send copy of the OC to them. When the OC was received, the Complainants were shocked to know that the demand letter was dated 16.11.2014 whereas the OC was issued on 17.11.2014. Furthermore, not only the issuance of OC itself, was questionable, however even the OC was issued subject to fulfillment of several conditions by the Respondent No 1. Copy of the occupancy certificate is annexed as **Annexure-H**.
22. It is surprising that the OC has been issued, when admittedly the building has no electricity/ water connection and the mandatory access road to the colony. The building itself is incomplete and it is wondered how fire clearance has been issued to the building, when the fire department could not have carried out the necessary inspection before the fire safety clearance could have been. There is no water in the building for the fire department to carry out any inspection of the fire safety systems if at all the same have been installed. Visibly, there are no water hoses which are part of fire

safety system, found to be installed in the building by the Complainant. Even the water sprinklers have not been found to be installed in majority of the flats in the building.

23. It is not only the project but the entire development which is promoted as Dwarka Expressway is far from being in a condition where people can live. There are no access roads to reach that area. There is no electricity, water supply and road connectivity to the area yet. The entire area is a one large construction site. The Complainants are not insisting to be provided with the social infrastructure like hospitals, public transport, school market etc as a pre-condition for issuance of occupation certificate but the basic amenities like water, electricity, sewage, roads and police station in the area, for a meaningful possession. In the absence of basic amenities, the issuance of OC by the Respondent No 2, and the Respondent No 1's insistence to claim that the building is fit for occupation and the Complainants should start living there is illegal and unfair.

24. After the OC was sent, one of the flat owners, visited the office of the Respondent No 2 and obtained copies of certain documents related to the OC issued to Respondent No.1. One of the documents that was provided was a report dated 03.07.2014 submitted by the Superintending Engineer (HQ), HUDA Panchkula to the Respondent No.2, stating that the Project site had been inspected and internal public health services have been checked at site and found laid. The

report also states that the site is as per the approved building plans and the services laid at the site are functional. Another document obtained was copy of a the report dated 14.07.2014 issued by the Chief Administrator, HUDA to Respondent No.2 stating that the external services at the Project site have been got checked and reportedly laid at site and are operational/functional. The services include water supply, sewerage, SWD Roads, street lighting and horticulture. Copy of report dated 03.07.2014 of the Superintending Engineer (HQ), HUDA Panchkula and copy of the report dated 14.07.2014 of the Superintending Engineer (HQ), HUDA Panchkula are annexed hereto as **Annexure -I (Colly)**.

25. The reports dated 03.07.2014 and 14.07.2014 are shocking to the say the least and absolutely contrary to the ground reality as even on the date of this filing of the petition, there are no provision of water supply, sewerage of street lighting in the site. It is evident that the OC has been obtained by the Respondent No 1 by giving false declarations to the Respondent No 1 about the completion of the building, only to extract the remaining 5% of the BSP, and other illegal charges from the Complainants, which as per the payment plan are linked to the issuance of OC to the building. It is evident that the Respondent No 2, in complete dereliction of their duties, have issued OC to the Respondent No 1 for extraneous considerations. Respondent No 1 and 2 are colluding with each other to cheat the Complainants.

26. The Complainants approached the Respondent No 1 and protested against the delays and demand being made for final installment without the completion of building. The Respondent No 1 falsely attributed delays due to Government reasons and lack of infrastructure that was supposed to be provided by the Government. It is submitted that the Respondent No 1's excuse that delay is attributable to the Government of Haryana is completely false and bogus. The alleged lack of infrastructure did not prevent the Respondent No 1 from delaying the construction milestones linked to the installments, since that enabled the Respondent No 1 to extract money from the allottees. Even now, there is no infrastructure in place however, that did not prevent the Respondent No 1 from making a false declaration to fraudulently obtain OC, in collusion with the Respondent No 2. The same has been done only to extract money and generate funds for its other projects by the Respondent No 1.

27. The conduct of the Respondent No 1 has been unfair and the services provided by it to the Complainant is deficient. The following are the issues and instances of unfair practices and deficient services rendered by the Respondent No 1:

A. Fraudulent promise of 36 months for delivery of possession/No time fixed for signing of the FBA.

- (i) As stated above, both under the clause 31 of the letter of allotment and Clause 4.1 of the FBA executed by the Complainants with the Respondent No 1, it was

promised that the possession shall be delivered within a period of 36 months from the date of signing of the FBA. The said promise was false and made without the intent of fulfilling it since all the allottees of Vedaanta/Veda, regardless of the date of their FBA, were promised the same 36/24 months. An allottee who had made booking in the year 2007 and the allottee who had made the booking in 2010, both were promised 36 months. The allottees who made their bookings in 2011 and 2012 were promised 24 months. The terms of letter of allotment and FBA for both the groups of allottees were the same. Clearly such clause was a farce and a false promise made by the Respondent No 1 to cheat and no intent to fulfill.

- (ii) The fact that the Respondent No 1 had no intention to fulfill the promise of handing possession in 36 months, became evident later, also from the fact that by 2010 the Respondent No 1 had collected 90% of the BSP and then neglected the completion and attributed delays to the Government. Such alleged lack of infrastructure did not prevent the Respondent No 1 from delaying the construction milestones linked to the installments since that enabled the Respondent No 1 to extract money from the allottees. Even now, there is no infrastructure in place however that did not prevent the Respondent

No 1 from making a false declaration to fraudulently obtain OC in collusion with the Respondent No 2.

- (iii) When the flats in the blocks A-F were re-launched under a new name 'Vedas' in the year 2011, the construction of the bare shell was already complete and the customers were therefore offered a time bound plan instead of CLP. The customers were attracted by the Respondent No 1 by highlighting this fact that the construction was already complete and possession would be handed over in 24 months. Copy of the brochure issued in the year 2011 for the launch of Veda is annexed as **Annexure-J**.
- (iv) It is also pertinent that the 36 months promise has been made from the date of signing of the FBA, whereas no time has been fixed for signing of the FBA itself. By doing this, the Respondent No 1 conveniently deferred the commencement of 36 months. In some cases the signing of the FBA happened as late as 6 months after the letter of allotment was issued, which enabled the Respondent No 1 to dishonestly and reduce the period of delay to avoid the quantum of compensation, and at the same time extend the 36 months.

B. Penalty for delays

- (i) Under Clause 31 of the letter of allotment and Clause 4.2 of the FBA, the Respondent No 1 had agreed to pay compensation to the allottees @ Rs 7/- per sq ft for the period of delay. However, the Respondent No 1 has refused to pay any compensation by illegally claiming that it is not responsible for the delay and the same is allegedly attributed to the Governmental reasons. It is reiterated that blaming lack of infrastructure for delay is a false and dishonest plea since, as stated above, the construction milestones of the installment plan have been achieved as planned in order to extract installments from the allottees. Once 95% of the payment was extracted the Respondent No 1 deliberately went slow and blamed the Government for delays. It is reiterated that the Respondent No 1 is liable to explain the precise cause of delay and which Governmental action prevented it from fulfilling its obligations made to the allottees. The Respondent No 1 cannot casually claim that the delays are attributable to the Government. In any case, as submitted above, the 36 months possession promise made in the allotment letter and FBA was a farce and never meant to be fulfilled by the Respondent No 1. In which case the rate of Rs 7/- per Sq ft is also unfair and unjust and the Complainants must be compensated for the actual losses suffered by

them and not at this arbitrary and unjust fixed rate. The Complainants were not allowed to bargain, and the allotment letter/FBA was made to be signed by the Complainants as non negotiable and allegedly as a 'standard document'.

- (ii) Respondent No 1 is liable to pay penalty for delay in handing over of possession. The issuance of OC does not absolve the Respondent No 1 from paying compensation as the possession is not a meaningful possession as the Flats and the complex is not fit for occupation.
- (iii) The period of delay should be calculated from the date of expiration of 36/24 months, calculated from the date of payment of first installment at the time of booking and not the signing of the FBA, which itself was deliberately delayed by the Respondent No 1 as explained above, till the possession is handed over in future, upon completion of the construction as per the specification and along with all the common facilities and amenities like swimming pool, club house, municipal water connection, electricity supplies from the Government utilities, fully functional sewage system, as per the applicable municipal rules and Flat Buyers Agreement and the mandatory 24 mtrs access road to the colony.

- (iv) The compensation is payable not at the rate of Rs 7 per Sq Ft per month, but @ 18% per annum on the BSP collected by Respondent No 1 from the date of booking when the first installment was paid. It is submitted that the Respondent No 1 has charged 18% per annum rate of interest for the delayed payments from some of the Complainants who could not pay some of the installments in time. It is pertinent to note that in the allotment letter the liability to pay interest @ 18% p.a is the only clause printed in bold letters. The Respondent No 1 blatantly unfairly has kept a higher compensation for itself but for compensation for delayed possession, has offered a meager Rs 7/- per Sq Ft. The Complainants are entitled to compensation for delayed possession at the same rate of 18% on the BSP paid from the date of expiration of the 36 or 24 months from the date of booking as the case may be.
- (v) It is submitted that some of the Complainants have also been told that they are liable to pay alleged escalation charges (the calculation and rationale of which has not been provided till date by Respondent No.1) and that even if penalty is to be paid, the same will be adjusted against the escalation charges. Such act of the Respondent No 1 is illegal since, as discussed below, on escalation charges are payable.

- (vi) The quantification of compensation for each Complainant shall be made as and when the possession is handed over as stated above.

C. Deficiencies in the Construction/Lay Out

- (i) It is submitted that even though the OC has been obtained by the Respondent No1, yet the building does not have the basic amenities like water, electricity and road connectivity. The Respondent No 1 has offered to supply electricity and water from back up sources like generators and water tankers. As per the Electricity Act 2003, and other laws the generators cannot be legally used as a main source of electricity supply and can be permitted only as a back-up. Clearly, the Respondent No 1 is violating rules and regulations and forcing the Complainants to take possession of an incomplete building. Also, it seems the Respondent No 1's intention is to make money from supplying expensive power from the back-up generators and supplying water from the tankers, which is an unfair trade practice.
- (ii) Even as per the specifications and plans promised to the Complainants, the project is deficient and lacks in the following manner:
- (a) Swimming Pool shown in the plan and part of the amenities is not constructed; the allottees of G, H

and I block were not informed that the swimming pool was not in their block.

- (b) Club shown in the plan and part of the amenities is not constructed.
- (c) Parking area is still under construction;
- (d) Landscaped area is less than the area originally shown in the plan. This reduction, as explained above, is due to reduction in one level of basement parking.
- (e) Underground parking of two levels originally planned in the sanctioned plans has not been constructed and only one level of parking has been constructed; and open parking area has been created compromising on the open green area originally planned. As per the original sanctioned plans, based in which representations was made to the Complainants, the building had a provision for 2 level basement parking. However, shockingly it has been discovered that plans were revised sometime in the year 2011, without the knowledge and consent of the allottees and the parking was reduced to just one level. This reduction meant that parking became over ground than underground thereby compromising on the

open space over ground, which was originally sold as one of the highlights of the project.

- (f) Internal roads are not complete.
- (g) The project is split in two parts with a revenue road dividing the Project into two complexes with their own boundary walls. The inconvenience of the design will compromise the ease of use of club and swimming pool. Allottees in block G, H and I would have to cross the road to access the swimming pool and club situated across the road.
- (h) Incomplete flats with broken and damaged flooring;
- (i) Insufficient power load per flat. Load of 6 KW provided for each 4 bed room flat, whereas 5 AC's have been provided in the each flat. The simultaneous running of 5 AC's would consume the entire load. No load left for the other appliances.
- (j) Unfinished construction. Project is still work in progress and still looks like a construction site and not capable of possession.
- (k) Project is not connected to a sewage system.
- (l) The Respondent No 1 has claimed to have obtained fire clearance for the Project. However, no fire safety equipment and alarms are found at

the site. Fire hoses and reels and other infrastructure are not installed yet. It is denied that any inspection was carried out by the Fire Department and the fire safety system was tested, since there is no water source at the site.

- (m) Plans have been changed in relation to underground parking, location of the swimming pool, commercial area, floors and lay out, without the consent and knowledge of the allottees. It is submitted that originally the plans had a provision for villas besides the high rise residential blocks. Later the plans were revised in the year 2011 and villas were replaced with low rise floor development called Vedanta Floors. The change disturbed the density of the colony and changed its basic design attraction. From low density colony it became a high density colony and the Respondent No 1 secured for itself a larger saleable area than what was originally planned and represented to the allottees.

Copy of the original and revised plans and some of the photographs of the project site and the building is annexed as **Annexure-K (Colly)**.

D. No access road to the project

(i) It is shockingly discovered, after the Respondent No 1 claimed that it had obtained OC, and raised the final demand in November 2014, that the colony does not even have the mandatory 24 mtrs access road, leading to the colony from the sector road. Upon being confronted by the Complainants, the Respondent No 1 has candidly admitted that it has not yet acquired the land for constructing the said 24 mtrs road. The current access to the colony is through revenue land, which is not permissible and apparently was only permitted to be used during construction. Even this pathway is an adhoc kutchra 10ft narrow dusty path over revenue land on which no road is allowed to be constructed. It is submitted that as per Section 3 (3) (iii) of the HDRUA, one the license conditions is that the developer shall be responsible for the maintaining the roads for a period of five years and then transfer it to the Government for free of cost. The said obligation is reiterated in the bilateral agreement that the Licensee executes under Rule 11(1) (h) of the HDRUA Rules. The initial responsibility of acquiring the land for the road and constructing the said 24 access mtrs road vests with the Licensor and the Respondent No 1 has not done the same so far and yet applied for OC and is illegally asking the Complainants to pay the remaining last installment. As far as the development plans prepared for

the area they clearly earmark the alignment of the proposed 24 mtrs road that the Respondent No 1 was supposed to construct and maintain. Copy of the development plan which shows the alignment of the proposed 24 mtrs access road is annexed as **Annexure-L**.

E. Super Area Audit

- (i) The Respondent No 1 misled and deceived the Complainants by not disclosing the carpet area of the Flats allotted to them at the time of booking or in the FBA. The carpet area column of the Flat in the FBA was left blank however it was represented that the same would not be much less than the super area.
- (ii) It is now discovered that the carpet area of the flats is far less than the projections and the flats are much smaller than what was represented to the Complainants. The Respondent No 1 must carry out an audit of the Super Area to ensure that the same is as per the original plans and as per the applicable rules. Any variation and deviation found shall be to the account of the Respondent No 1 and the Complainants are entitled to be compensated for any shortfalls.

F. One Project sold as three distinct projects namely Vedaanta, Vedas and Vedaanta Floors, under one DTCP License

- (i) The Respondent No 1 has divided the development in three distinct projects namely 'Vedaanta', 'Vedaa' and 'Vedaanta Floors', under one License issued by Respondent No 2.
- (ii) Initially, in the year 2007, the Complainants, who had booked before 2010, were not disclosed that 'Vedaanta' was merely one of the three projects within the colony. In the year 2011, the Respondent No 1 launched 'Vedas' within the colony and sold as an independent project. Around the same time, the Respondent No 1 launched another development called Vedaanta Floors, of which the allottees were not informed by the Respondent No 1, at the time of booking, that for the purposes of FAR and coverage restrictions etc, all the three projects will be treated as one. The Complainants were under the impression that each of their respective developments was an independent project. Clearly, this was done with intent to deceive and mislead. All the said three projects have their own boundary walls however facilities like club and swimming pool are common for all the three. It is pertinent that for the purposes of FAR and coverage restrictions the entire 10 acre of the licensed land is treated as one, whereas each of the buildings is sold as a separate project by the Respondent No 1. It results in an anomaly where, the

coverage restrictions and FAR, is distributed over the three projects and the more expensive ones of the three, will be provided more open areas, compromising on the open area the other less expensive project is entitled to, as per rules, had the plans been sanctioned for three projects as independent developments. In reality the customers do not get the real benefit of the coverage restrictions and the Respondent No 1 has cleverly manipulated and distributed the FAR to his own commercial benefit.

- (iii) The Respondent No 1 has also not disclosed how the FAR of the entire licensed plot has been allocated among the three projects namely Vedaanta, Veda and Vedaanta Floors and what was the consideration for such allocation.

G. FAR Audit

- (i) The Respondent No 1 has changed the original plans as is evident from the fact that revised plans were sanctioned in the year 2011. The Respondent No 1 must disclose what are the revisions made to the original plans and if more dwelling units have been added than originally planned after the launch of the project in the year 2007.
- (ii) The increase in the dwelling units is unfair as the FAR allocation remains the same and more number of flats

are squeezed out of the same FAR. There is a strain on the common facilities like open areas, car parking space, club facilities, swimming pool usage, as with increase of population density the ease of use of common facilities is seriously compromised against the interest of the allottees.

H. IBMS & IFSD.

- (i) Some of the Complainants are charged Interest Free Security Deposit (IFSD) on maintenance charges and some are charged Interest Bearing Maintenance Security (IBMS) even though their bookings are of the same year. No justification or rationale is provided for such distinction and the same is arbitrary and illegal. The Respondent No 1 should offer IBMS to all the Complainants uniformly.

I. Car Parking

- (i) As per the FBA, the allottees have been charged additional sums for one car parking. The BSP does not include the car parking charges and the same has been purchased by paying additional sum. The allottees were represented that the additional sum was charged for a covered car park. Now with the reduced underground basement area in the revised plan from 2 level to 1 level, the Respondent No 1 is not able to provide the covered car parking for which it has charged money from the

allottees. The car parking in the open area cannot be charged since the same is already part of the super area and includes in the BSP paid by the allottees. The Respondent No 1 should refund the car parking charges collected by it to the allottees who will not be provided covered car parking space in the basement, with interest. It is also pertinent to note that the Respondent No 1's conduct has been dishonest, since in the year 2011 itself it had revised the plans and reduced the basement to just 1 level. In the year 2011 itself it knew that it will not be able to provide underground covered parking to all the allottees, the minimum parking area of 35 Sq mtrs per parking, yet it did not refund the car parking charges lying with it or paid interest on such deposits.

J. Demand raised in November 2014 is illegal

- (i) That, vide letters issued in November 2014 on various dates, the Respondent No 1 informed the Complainants severally that OC had been obtained for the project and raised a demand for payment of certain charges including the last installment (5% of the BSP), which allegedly became due upon the issuance of OC. As stated above, since the flats are still not habitable and the entire project suffers from serious deficiencies, no meaningful possession can be offered, the last

installment, which is contractually payable upon delivery of possession, is still not become due and payable. Also certain other charges demanded by the Respondent No 1, along with 5% BSP is patently illegal for the following reasons:

- (a) **5% BSP:** As stated above, the demand is premature as the Flats and the entire project is incomplete and suffers from serious deficiencies and not fit for occupation.
- (b) **Enhanced EDC/IDC Charges:** It is submitted that the Respondent No 1 has not explained what is the basis of additional EDC demand when the Complainants have paid the entire EDC at the time of their booking. EDC/IDC has been paid by the allottees in the range of Rs 185 to Rs 250/- per Sq Ft. At the time of launch in the year 2007, the EDC/IDC was charged @ Rs 185/- per Sq Ft. This was later enhanced to Rs 250/- for the allottees who purchased flats later in the year 2010 onwards. No explanation has been provided either for the original demand and the revised demand made later nor the latest demand of alleged additional EDC/IDC made in the year 2014.

- (c) The Respondent No 1 has now tried to justify the demand for additional EDC/IDC by claiming that the same is pursuant to revision of rates made by the Respondent No 2 in its notification dated 14.7.2012. Assuming the demand is based on notification dated 14.7.2011 issued by the Respondent No 2 for revision of EDC rates, the same is not applicable to the Complainants. Firstly, the said notification dated 14.7.2011 revised the rates retrospectively from 2009 onwards for the licenses issued in 2009 and later. Whereas the license in the present case was issued in the year 2006 and therefore the notification dated 14.7.2011 does not apply to the present case. Copy of the notification dated 14.7.2011 is annexed as **Annexure-M**.
- (d) In any case, vide order dated 19.3.2013, passed by the Hon'ble High Court of Punjab & Haryana High Court, in CWP No 5835 of 2013 titled as Balwan Singh Vs State of Haryana. In view of the said order, the Respondent No 2, has issued Office Order dated 7.11.2013, whereby all the builders were directed not to recover revised EDC/IDC from the allottees. Despite the said direction, the Respondent No 1 is illegally

claiming revised EDC/IDC charges from the Complainants. Copy of the order dated 19.3.2013 along with the office order dated 7.11.2013 is annexed as **Annexure-N (Colly)**.

- (e) It is further submitted that the EDC/IDC charges are charged by the Respondent No 2 from the licensee on per acre basis, as per the rate fixed by it from time to time. The charges are payable by the licensee up front, at the time of issuance of license, or it may opt to pay the same in 4 installments over the period of license, subject to the payment of applicable interest and penal interest. Licensees generally opt for installment plan, to avoid paying the license fee from their own their pocket at the time of issuance of license and pay the same after they recover it from the allottees from the sale of flats. EDC/IDC was claimed from the allottees at the time of the booking itself, and it had started collecting the same from 2007 onwards, even though the Respondent No 1, had to pay the same over four years to the Respondent No 2. The Respondent No 1 should provide the complete account of the EDC/IDC charges collected over a period of time from the allottees and provide the dates on which

the installments were paid to the Respondent No 2 along with interest and penal interest, if any paid. If any interest has been earned by the Respondent No 1 from the EDC deposits the same shall be passed on to the allottees according to their respective date of payment of such charges.

- (f) It is also pertinent to note that the total EDC/IDC charges are paid on per acre basis to the Respondent No 2. The Respondent No 1 must explain how the same is charged and distributed among the flat owners.
- (g) **Water & Electricity Charges:** The Respondent No 1 has demanded water & electricity installation charges without disclosing the details of such charges and to which agency the same is payable and what the total cost is and how the apportionment has been made for each allottee. No such charges are payable by the Respondent No 1 in the absence of the Respondent No 1 providing the necessary details and rendering accounts.
- (h) **PVC Conduit Charges:** A non descriptive and vague demand of more than Rs 20,000/- has been demanded from each allottee. No basis of

justification has been provided for these charges and why the same is not part of the BSP that has already been paid by the allottees. Clearly the demand is illegal and made with a view to make unjust enrichment at the cost of the allottees. The FBA does not provide for payment of such charges.

- (i) **Stamp Duty:** Admittedly, the Conveyance Deed cannot be executed in near future until the deed of declaration under Haryana Apartment Ownership Act 1983, is filed by the Respondent No 1, within a period of 90 days from the date of completion certificate and the completion certificate has not been obtained yet. The Respondent No 1 is not entitled to collect the stamp duty charges when the same are not likely to be utilized anytime soon, and earn interest on the sums collected. The demand therefore is an act of unjust enrichment. The Complainant shall pay the stamp duty as and when they are liable to execute conveyance deed in accordance with law.
- (j) **Legal/Registration & Deed of Apartment Charges:** The registration charges are payable at the time of execution of conveyance deed. If the conveyance deed is not likely to be executed in

near future, no registration charges are due and payable yet. Also, the sums claimed under Legal and Deed of Apartment is not justified. Respondent No 1 has not provided details of such expense. Charging a fixed amount from each allottee towards a standard form of Deed of Apartment is not justified. A common and standard Deed of Apartment shall be executed by all the allottees. The charges are exorbitant and not justified. For about more than 450 allottees the Legal & Deed of Apartment Charges being demanded by the Respondent No 1 comes to more than Rs 2 Crores approximately. The amount is unjustified and an act of unjust enrichment at the cost of the Complainants. No breakup of the charges is provided and how much is demanded for each head namely, Legal, Registration and Deed of Apartment

- (k) **Maintenance Charges:** The sum claimed towards maintenance charges in the possession offer letter is not payable since the flats are not fit for occupation and possession. The entire complex is incomplete and unfinished. The common facilities contractually agreed to, have not been installed and made functional. The

Respondent No 1 has not provided the details of the heads of the alleged expenditure towards maintenance charges. Also, the rate of charge demanded is highly exorbitant and unjustified. Admittedly, all the common facilities in the complex, including lifts, are not yet ready and functional. In any case the maintenance charges will be fixed and payable only after consultation with the allottees. No maintenance is payable until the building is complete and capable of being possessed and livable.

- (1) **Escalation Charges:** In the demand letter, the Respondent No 1 has made a disclaimer that the demand does not include the escalation charges. It is submitted that such exclusion is not permissible and is a deceptive act. In any case, no escalation charges are payable since the Respondent No 1 is responsible for the delay and it cannot benefit from its own wrong. Also, if 90 % of the construction was finished in the year 2010, when 90 % of the sale consideration was collected, the escalation, if any, would have been loaded by the Respondent No 1 in the final demand. The fact that it has not been loaded established that there is no escalation. Therefore a

disclaimer been made in the foot note of the demand letter, to claim hidden charges in the name of escalation is illegal and an unfair and dishonest practice. It is also pertinent to note that. It is further submitted that under clause 3.8 of the FBA, it has been agreed that the prices of apartments is escalation free to the extent of increase in prices of inputs by 10%. The prices of inputs are known to the Respondent No 1 and if allegedly, there is an escalation why the same has not been claimed yet and kept as a hidden charge. The Respondent No 1 should provide the details how it is calculating the demand. It is ex-facie illegal, unjust enrichment and amounts to cheating the consumers.

- (m) **Club Membership Charges:** It is submitted that the as per the applicable building bye laws, namely Building Rules in Controlled Areas of Haryana there is no provision for a club in the colony and the rule only provides for a community centre and the plans are sanctioned only for the community centre. The cost of building the club/community centre is already included in the BSP (super area) of the flats by the Respondent No 1. Even if the sum charged is

actually membership and not the cost of construction, even then the same cannot be charged since there is no club running from the premises, and admittedly there is no club in existence. Legally, there is no club registered in the colony. Therefore charging of membership fee of the non existing club is illegal. Shockingly, the Respondent No 1 has also charged service tax on the membership charges. The Respondent No 1 should explain under which account the said service tax has been paid when admittedly no club is being run from the property and no club is registered. Therefore the Respondent No 1's claim that it has deposited service tax with the authorities, is itself doubtful, even though illegally collected from the flat owners. Club membership charges had started been collected in December 2008 & September 2009 but the club was not even in existence then and it is still not.

- (n) Also, the Respondent No 1 has charged the club membership fee arbitrarily. Most of the flat owners have been charged Rs 50000/- whereas some of the allottees have been charged Rs 1 Lac, without any justification.

K. Unfair and Illegal clauses in the Flat Buyers Agreement

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- (i) The Respondent No 1 has made the allottees sign the FBAs which contains one sided terms and conditions. The FBA is not a negotiated contract and deceptively presented by the Respondent No 1 as a standard form of contract. The FBA was signed months after the booking of the flats and after substantial sums had been paid by the allottees as per the payment plan. The complete terms of purchase were therefore not made known at the time of booking.
- (ii) It is now discovered that after the allottees became aware of their rights in the aftermath of the last installment illegally demanded by the Respondent No 1 in November 2014, that the FBA signed is contrary to law, rules and regulations. The Such illegal clauses are as under:
 - (a) **Carpet area not disclosed:** The Respondent No 1 has deliberately not disclosed the carpet area of the flats sold. In the allotment letter the carpet area column has deliberately been left blank. Carpet area is not declared in the FBA either. Definition of Carpet Area is neither declared nor defined in the FBA. The price has been charged on super area basis. Even the super area has not been disclosed to the allottees. Nor is the ratio between the super area and carpet area been disclosed to the allottees. Rather, in clause 3.9 of the FBA, it is stated

that the calculation of super area shall be communicated to the allottees at the time of possession. Such non transparent clause is an act of deception since it enables the Respondent No1 to change the plans since the launch of the project midway. It enables the Respondent No 1 to unfairly play around with FAR and squeeze more number of dwelling units from the allocated FAR. In clause 3.9 itself, the Respondent No 1 has secured for itself the unfettered right to alter and change the plans. Till date the allottees don't know what is the carpet areas of their respective flats.

- (b) **Computation of Sale Price:** Clause 3.10 of the FBA, is in violation of the Haryana Apartment Ownership Act 1983. In the said clause the Respondent No 1 has stated that the allottees ownership in the land is restricted to the foot print of the building and the Respondent No 1 would be the owner of the swimming pool, and all open areas and use the same for permitting parties, get to gothers and business meets and the allottees shall be charged usage fee if they wish to use the same. Also, the Respondent No 1 has stated that all the rights including the ownership of land, facilities and amenities, areas under stilts and roof top (other than those within the said building and the land beneath the footprint of the building, shall solely vest with the

Respondent No 1 and it shall have the rights to deal with it in any manner and may sell, transfer, lease the same at its sole discretion. It is submitted that such clause is illegal since under Section 3 of the Haryana Apartment Ownership Act 1983, all such areas, lands amenities and facilities are part of the 'common area and facilities' vest with the allottees.

- (c) **Maintenance Agreement:** In clause 3.10 and clause 6.2 of the FBA, the Respondent No 1, has illegally mandated for the allottees to hire a maintenance agency of the Respondent's choice and pay such charges as it may charge. This clause is against the letter and spirit of the Haryana Apartment Ownership Act 1983 and is a restrictive trade practice. The allottees are entitled to form their own apartments buyers association and take decisions about the maintenance services that suit them. They can hire any agency and hire the same on the terms and conditions they deem fit. There is no legal mandate that the allottees are obligated to hire the Respondent No 1 for such services.

28. In view of the blatant violations by the Respondent No 1 of the applicable rules and regulations and contract and representations, the Complainant had collectively issued a legal notice dated 13.12.2014 through their counsel to the Respondents, raising the

aforesaid issues and calling upon the Respondent No 1 to withdraw the illegal demand made in November 2014 and fulfill its obligations by completing the building and in accordance with law and specifications promised to the Complainants. Copy of the legal notice dated 13.12.2014 is annexed as **Annexure-O**.

29. The Respondent No 1 did not send any written reply to legal notice but called upon the Complainants for a meeting to discuss the issues. The Complainants had two meetings on 16th December 2014 and 24th December 2014 with Sh Naveen Raheja, MD of the Respondent No 1, in which he candidly admitted that the construction is incomplete and the building is not fit for occupation. Mr Raheja also admitted that the entire 'Dwarka Expressway' is running far behind schedule as far as infrastructure like water, electricity, roads etc is concerned and blamed the Government agencies for not resolving the issues. He admitted that the area is not yet habitable.
30. It is submitted that the Respondent No 1 was taken by surprise by the legal notice and the anger of the Complainants in the manner they have been cheated and treated by the Respondent No 1. In order to pacify the Complainants and the fact that the Respondent No 1 acknowledged and admitted to the deficiencies and shortcoming in the project, Mr Naveen Raheja assured the Complainants that he will withdraw the demand until the building is made ready and fit for occupation.
31. In the meeting dated 24.12.2014, Mr Naveen Raheja had agreed to and admitted the following.

- (i) That basement parking has been reduced to 1 level from 2 levels.
- (ii) That there is no 24 mtr access road and it is still looking for a temporary alternate provision;
- (iii) water supply in the area will still take 2 to 3 years however the Respondent No 1 proposed to supply water through tankers;
- (iv) there is no electricity connection in the colony and the power lines etc are still being drawn however the Respondent No 1 has offered to provide electricity through generators;
- (v) suspending the demand letter until February 15, 2015;
- (vi) to carry out super area audit of the building;
- (vii) To provide break up of maintenance charges;
- (viii) get clarification on levy of enhanced EDC/IDC;
- (ix) not to insist on the upfront payment of stamp duty and registration charges and requested the allottees to hand over post dated cheques for the same;
- (x) the club and swimming pool was still under construction;

32. That the above assurances did not fully satisfy the grievances of the Complainants but still the Complainants requested the Respondent No 1 to send the signed minutes which will at the least show the sincerity of the Respondent No 1 in attending to the grievances of the Complainants. Mr Manoj Kapoor, Vice President of the Respondent No 1 Company had sent an email dated 08.01.2015 along with which he had attached the purported minutes of meeting dated 24.12.2014.

In the said cover email it was clearly admitted that there was no electricity, water and access road and efforts were being made to resolve it. However, as far as the purported minutes of meeting are concerned, the same were contrary to what was agreed to by Mr Naveen Raheja, in the meeting dated 24.12.2014. The purported minutes did not faithfully record what was discussed and promised in the meeting and the same had diluted promises made. The document appeared to be a carefully worded document in which the Respondent No 1 deflected responsibility for delay on the government and offered to address certain issues in a non committal manner and too subject to the legal notice being withdrawn by the allottees. Interestingly, the Respondent No 1, blamed the allottees for delaying possession and claimed that the construction was completed by 2011 and the possession could not be offered as the allottees had allegedly requested to delay handing over of possession due to lack of infrastructure. Copy of the email dated 08.01.2015 and attached minutes of meeting are annexed as **Annexure-P (Colly)**.

33. However, it is admitted in the purported minutes sent by the Respondent No 1 that the project is incomplete and the flats are not fit for occupation. Since the purported minutes were not true and correct recording of discussions and proposals, the allottees had rejected the same and informed the Respondent No 1.
34. The Respondent No 1 is also guilty of practicing unfair trade practices when it asked the flat owners to sign a non negotiable FBA and the terms and conditions mentioned in the letters of allotment.

The documents that the Complainants were made to sign were not negotiated between the parties. The same were introduced as, allegedly being according to the standard industry practice. The terms of the FBA were one sided. Respondent No 1 secured for itself favourable terms of 18 % interest for late payment of installment whereas for paying compensation for delay in possession the Respondent No 1 has only offered to pay @ Rs 7 per sq ft. No reason and basis has been explained for this rate and what does it represent. The FBA itself is an act of unfair trade practice.

35. It is submitted that the Respondent No 1 has practiced unfair trade practices as stated above and has rendered services which are deficient.
36. Respondent No 2 is responsible for issuing licenses to the builders and under the HDRU Act and also collects EDC from the allottees, through the colonisers (builders), for providing the external development works like water supply, sewerage,, drains, roads, electrical works, grid-substations etc in the periphery of or outside the colony. The Complainants have paid their respective share of applicable EDC soon after their respective bookings starting from the year 2007. EDC in the range of Rs 185/- per square feet to about Rs 250/- per Sq Feet has been paid by each of the Complainants to the Respondent No 2.
37. Not only the EDC, the Respondent No 2 also charges service charges from the allottees for providing the said services under a bilateral agreement which it enters with the Colonisers under Rule 11 (1) (h)

of the, under Haryana Development And Regulation of Urban Areas Rules 1976 ("HDRUA Rules"). Service Charges @ Rs. 10 per Sq meters of the total covered area of the colony is paid to Respondent No 2. The service charge is paid by the Coloniser is presumably is a pass through to the allottees and is loaded in the BSP charged by the Respondent No 1 from the allottees.

38. The Respondent No 2, having collected service charge and EDC from the allottees is also a service provider and amenable to the jurisdiction of the Hon'ble Commission.
39. The Respondent No 2 has been deficient in providing services to the Complainant by failing to provide external development work to the colony in time. Even after 7 years, since the Respondent No 2 started collecting the EDC from the allottees, services like water, electricity, sewerage have not been provided to the colony.
40. The Respondents cannot keep passing the responsibility from one to another, as far as allottees, are concerned and under law, are required to have some co-ordination in execution of works. The Respondent No 1 is trying to avoid paying penalty for delays on the ground that the necessary infrastructure has allegedly not been provided by the Government that has collected the charges through the Respondent No 2 that acts as a licensor regulating the development activities of the Colonisers under Section 3 of the HDRUA Act.

41. That the Complainants have individually suffered harassment and inconvenience because of the delays caused in the handing over of possession of the Flats and colony. The Complainants have been eagerly waiting for taking over possession of the Flats and enjoy the services and amenities promised to them. Some of the Complainants are currently living in rented accommodation and delays in possession has caused them losses in the form of rentals that they are paying for the delayed period. Most of the allottees have obtained bank loans for purchasing their flats and have been paying heavy EMI's without being able to enjoy the Flat in return. Due to delay the money spent in purchasing the Flat and servicing interest on the loans, could have used by such Complainants for other useful purposes or acquiring property which they could have used. There are some Complainants who are senior citizens or in their advanced age. They had expectantly purchased the Flat in the hope of living in their own house but the delays has seriously affected their quality of life in this advanced age and affected their plans. There are some Complainants who are NRI's who have purchased their flats as their own place of residence in India. The delays have prevented them from enjoying the pleasures of their own residence in India.

42. It is also pertinent to note that the Respondent No 1 has charged huge amount of interest on the delayed payments from some of the Complainants who delayed in paying some of the installments. The interest has been charged by the Complainant at a high rate of 18%

per annum, and curiously that is the only clause in the allotment letter that is printed in bold letters. The Respondent No 1 has wrongly charged interest if it has failed to handover possession in time and should refund the interest charged from such Complainants along with interest. The Respondent No 1 also threatened cancellation of the allotment to some of the allottees for delay in payment, whereas the delays in possession are being treated lightly and casually by the Respondent No 1 by blaming the Government.

43. That the cause of action for filing the present complaint arose when the Respondent No 1 launched the project Vedaanta and advertised the sale of flats in the year 2007. It arose when the Respondent No 2 issued a license to the Respondent No 1 for constructing the project. It arose when the Complainants paid sale consideration and EDC/IDC charges to the Respondent s and were allotted Flats. It arose when representations were made about the plan lay out and specifications of the project and construction. It arose when the Respondent No 1 failed to complete construction on time and offered incomplete and deficient project to the Complainants for possession. It arose when the Respondent No 2 failed to provide the necessary external development works for the colony. It arose when the Respondent No 1 made false declarations for obtaining OC and when OC was issued. It arose when the Respondent No 1 demanded last installment and other illegal charges from the Complainants. It arose when the Respondent No 1 breached and violated various rules and

and regulations in relation to the construction of the Project.

44. The value of goods and services and compensation claimed is more than Rs.1 crore. There are more than 100 complainants and the collective value of flats is more than Rs. 1 crore. Therefore, this Hon'ble Commission has jurisdiction to entertain the present complaint.

PRAYER

It is therefore respectfully prayed that the Hon'ble Commission be pleased to:

- (i) Direct the Respondent No 1 to complete construction of the Colony, Vedaanta in Sector-108, Gurgaon, Haryana, strictly in accordance with the specifications, rules and regulations, sanctioned plans, lay out and development plans, along with necessary common facilities and services like swimming pool and community house, legally mandated 24 mtrs access road, and with water and electricity supply being provided to the Colony from the Government utilities;
- (ii) Direct the Respondent No 1 to carry out third party super area/ Floor Area Ratio (FAR) audit of the built up area in comparison to the original plans sanctioned plans of the year 2007, and if the number of dwelling units are found to be in excess of the sanctioned plans of 2007, then compensate the allottees, who had booked the flats on the basis of original plans @ Rs 10 Lacs per head and further direct the Respondent No 1 to charge the Basic Sale Price, and other charges chargeable on the super area basis, only on such super built up area

that was sanctioned in the original plans, from the allottees who had booked flats before the revision of the original sanctioned plans;;

- (iii) Direct the Respondent No 1 to disclose the carpet area of the respective flats of the allottees and if the same is found to be less than 90% of the super built up area, then direct the Respondent No 1 to refund the BSP and other charges charged from the allottees on super area basis, to the extent of the carpet area found deficient as stated above, along with interest @ 18% p.a from the date of booking;
- (iv) Direct the Respondent No 1 to pay compensation to the allottees for delay in the handing over possession of the flats @ 18% p.a on the BSP paid by the flat owners, from the date of booking until the date of expiration of 36/24 months, in accordance with their respective Flat Buyer's Agreement, till the possession is handed over to them in terms of prayer (i) above;
- (v) Direct the Respondent No 1 to refund the late payment interest charged by the Respondent No 1 from the allottees who have paid such charges;
- (vi) Restrain the Respondent No 1 from enhancing/revising the EDC/IDC with retrospective effect, unless permissible in law;
- (vii) Direct the Respondent No 1 to render accounts of the payment of EDC/IDC charges made to the Respondent No 2, along with interest/penal interest, if any, paid to the Respondent No 2. Further, direct the Respondent No 1 to render account of all interest earned

by it on the EDC/IDC deposits made by the allottees, and consequently, direct the Respondent No 1 to refund the interest earned on the EDC/IDC deposits to the allottees and refund the interest/penal interest paid by the Respondent No 1 to the Respondent No 2, to the allottees;

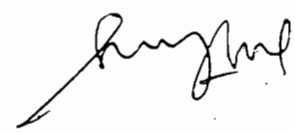
- (viii) Restrain the Respondent No 1 from demanding legal, registration and deed of apartment charges demanded in the demand letter issued in November 2014, and direct the Respondent No 1 to charge only such sum for registration that is payable for registration in accordance with law;
- (ix) Restrain the Respondent No 1 from charging maintenance charges @ Rs 4/-Sq Ft and direct the Respondent No 1 to charge maintenance charges in consultation and agreement with the allottees or the Residents Welfare Association that may be formed of the duly elected members from amongst the flat buyers and further direct that the maintenance service shall be provided by such agency that the allottees or the Residents Welfare Association may hire as and when the RWA is formed;
- (x) Direct the Respondent No 1 to refund the car parking charges paid by the allottees, to such allottees who are not provided with covered car parking space in the basement, along with interest @ 18% from the date of payment and further direct the Respondent No 1 not to adjust or charge car parking charges in the open car parking space;

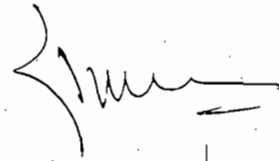
- (xi) Direct Respondent No.1 to refund the club membership charges along with interest @18% p.a from the date of payment if first installment;
- (xii) Direct Respondent No.1 to charge maintenance security amount uniformly as Interest Bearing Maintenance Security deposit;
- (xiii) Direct Respondent No.1 to compensate the allottees who had made bookings between 2007 to 2010 for the changes in the lay out plan and construction plans, @ Rs 5 Lacs per head;
- (xiv) Restrain the Respondent No 1 from charging PVC Conduit charges from the allottees with whom there is no agreement to pay such charges;
- (xv) Restrain the Respondent No 1 from charging escalation charges from the allottees;
- (xvi) Direct the Respondent No 2 to complete and provide the external development works to the Colony in accordance with the law, before the possession is handed over to the Complainants;
- (xvii) Direct the Respondent No 2 to pay compensation to the Complainants for the delay in completing the external development works at the rate of Rs 5 Lacs per Complainant, for the harassment, inconvenience and mental agony suffered by them due to delays and non-disclosure of carpet area in the Flat Buyers Agreement/Agreement to Sell;
- (xviii) Award costs;

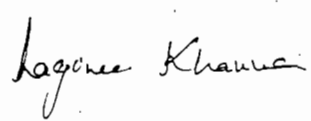
(XIX) pass any and such other order deemed fit in the facts and circumstances of case.


COMPLAINANT NO 1

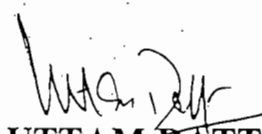

COMPLAINANT NO 2


COMPLAINANT NO 3


COMPLAINANT NO 4


COMPLAINANT NO 5

through counsel


UTTAM DATT
ADVOCATE

E-25 JANGPURA EXTENSION
NEW DELHI-110014

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BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

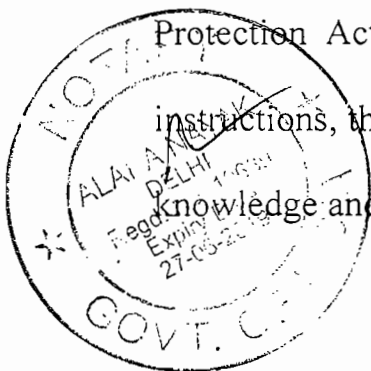
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Amit Saggar, son of Sh. Chaman Lal Saggar, resident of C-1004, Parasvnath GreenVille, Sohna Road, Sector 48, Gurgaon, Haryana - 122018, age 37 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature]
 DEPONENT
 (AMIT SAGGAR)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my

knowledge and belief: ~~Nothing material has been concealed thereof.~~

29 JAN

CERTIFIED THAT THE DEPONENT
 Shri/Smt./Km..... Saggar
 Identified by Shri/Smt.....
 was solemnly affirmed before me at
 Delhi on.....as SI. No. 105.
 That the contents of the affidavit which
 have been read & explained to
 him are true & correct to his knowledge

NOTARY

[Signature]
 DEPONENT
 (AMIT SAGGAR)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

66

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

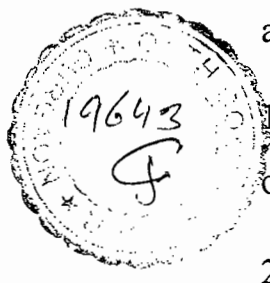
Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Mr. Diwakar Kheterpal, son of Mr. Subhash Chandra Kushal, resident of House No. D-148, Rosewood City, Sector-50, Gurgaon – 122018, Haryana, age 38 years, do hereby solemnly affirm and declare as under:



1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Diwakar Kheterpal
✓
DEPONENT

VERIFICATION

Verified here at Gurgaon on this the 15th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

15-1-15
Diwakar Kheterpal
Subhash Chandra Kushal
self

Diwakar Kheterpal
✓
DEPONENT

ATTESTED
[Signature]
OATH TAKER
GURGAON
15-1-2015

3

67.

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others ...Complainants

Versus

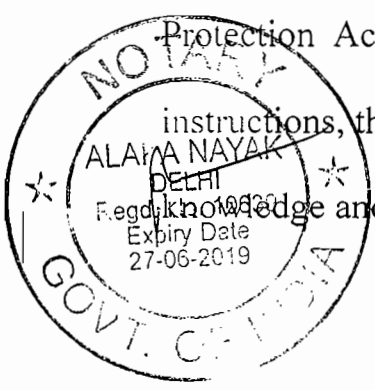
Raheja Developers : Ltd and anotherRespondents

AFFIDAVIT

I, Sanjay Kumar Nagpal, son of Late Sh. Jagdish Chander, resident of 1084, Vikas Kunj, VikasPuri, New Delhi-18, age 49 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT (SANJAY KUMAR NAGPAL)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

I identified the deponent who has signed in my presence

29 JAN 2015

CERTIFIED THAT THE DEPONENT Shri/Smt./Km. S/o, W/o R/o... Identified by Shri/Smt. Has solemnly affirmed before me at Delhi on... That the contents of the affidavit have been read & explained to him are true & correct to his...

Signature of Sanjay Kumar Nagpal

DEPONENT (SANJAY KUMAR NAGPAL)

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

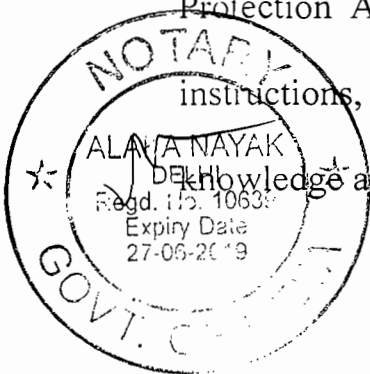
Versus

Raheja Developers Pvt. Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Ravinder Kumar Sharma, son of Shri Tara Chand Sharma, resident of D-704, Plot No. 31, Sec-6, Dwarka, New Delhi-110075, age 55 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Ravinder Kumar Sharma
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my

knowledge and belief. Nothing material has been concealed thereof.

M. S. Jha
I identified the deponent who has signed in my presence

29 JAN 2015

CERTIFIED THAT THE DEPONENT
S/o, W/o R/o... *Ravinder Kumar Sharma*
... *Tara Chand Sharma*
Identified by Shri/Smt. *M. S. Jha*
Has solemnly affirmed before me at
Delhi on... as Sl. No. *104-b*
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

Ravinder Kumar Sharma
DEPONENT

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

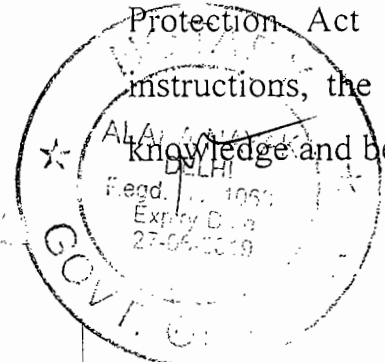
Raheja Developers . Ltd and another

.....Respondents

AFFIDAVIT

I, Raginee khanna wife of Rajkumar Khanna, resident of Flat no 251, Plot no 18, Shivani Apartment, Sector 12 dwarka, New Delhi. 110078, age 47 years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
- 2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Raginee Khanna
DEPONENT

VERIFICATION

2nd JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Raginee Khanna
DEPONENT

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km... Raginee Khanna
S/o, W/o R/o... Rajkumar Khanna
Identified by Shri/Smt... Abha Dey Adv
Has solemnly affirmed before me at
Delhi on... as Sl. No...
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

29 JAN 2015

NOTARY

Identified by...
has solemnly affirmed before me

6

70

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggur and Others

...Complainants

Versus

Raheja Developers Pvt Ltd and another

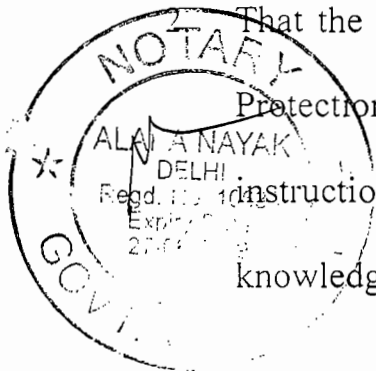
.....Respondents

AFFIDAVIT

I, Amit Saggur, son of Sh. Chaman Lal Saggur, resident of C-1004, Parasnath GreenVile, Sohna Road, Sector 48, Gurgaon, Haryana - 122018, age 37 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am authorized by Power of attorney dated 13.01.2015 on behalf of Mr. Diraj Ramchandani being one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature]
 DEPONENT
 (AMIT SAGGAR)

2 JAN 2015

VERIFICATION

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
 I identified the deponent who has signed in my presence

CERTIFIED THAT THE DEPONENT
 Shri/Smt./Km..... Amit Saggur
 No. W/o R/O.....
 identified by Shri/Smt.....
 Has solemnly affirmed before me at
 knowledge and belief. Nothing material has been concealed thereof.
 That the contents of the affidavit
 have been read & explained to
 him are true & correct to his knowledge

29 JAN 2015

NOTARY

[Signature]
 (AMIT SAGGAR)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

71

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers . . . Ltd and another

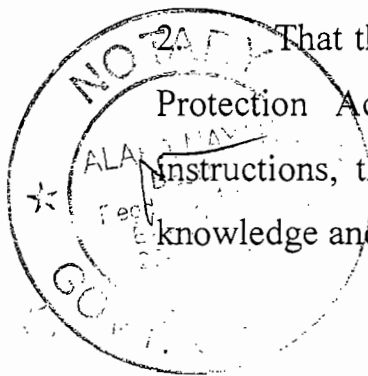
.....Respondents

AFFIDAVIT

I, Mahendra Prasad, son of B.R. Agrawal, resident of D-3/3245, Vasant Kunj, New Delhi-110070, age 72 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Mahendra Prasad
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the 15th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

M. Prasad
I identified the deponent who has signed in my presence

Mahendra Prasad
DEPONENT

29 JAN 2015

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. *Mahendra Prasad*
S/o, W/o R/o. *B.R. Agrawal*
Identified by Shri/Smt. *Devi Prasad Adv*
Has solemnly affirmed before me at
Delhi on.....as St. No. *105-b*
That the contents of the affidavit
have been read & explained to
him are true & correct to his knowledge

[Signature]
NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

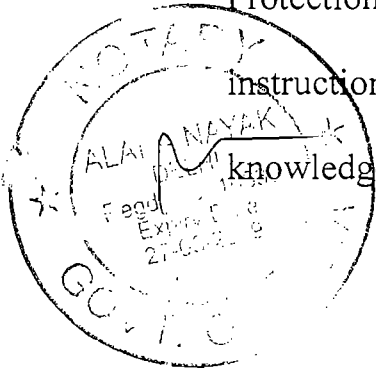
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Ranjana Verma, wife of Shri Ravinder Kumar Verma, resident of E-988, C.R. Park, New Delhi-110019, age 51 Years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Ranjana Verma
Ranjana Verma
DEPONENT

29 JAN 2015

VERIFICATION

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my

knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT

Shri/Smt./Km. *Ranjana Verma*

Identified by Shri/Smt. *V. Hans. Dutt Adv*

Has solemnly affirmed before me at

Delhi on as SI. No. *119*

That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

29 JAN 2015

Ranjana Verma
RANJANA VERMA
DEPONENT

NOTARY

W.A.D.
I identified the deponent who has signed in my presence

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

73

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Wg Cdr Rajan Jaisinghani son of Mr A Jaisinghani, resident of 10 Narpat Niwas, Air Force Road, Jodhpur, age 63 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT

VERIFICATION

Verified here at Jodhpur on this the fourteenth day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Attested

J Singh 14/1/15

Adjutant
10 Sqn, AF



DEPONENT

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

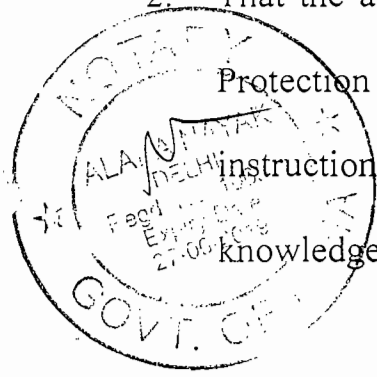
.....Respondents

AFFIDAVIT

I, Nitin Srivastava, son of Shri Vijay Kumar Srivastava, resident of T4/1404, Bestech Park View Residency, Palam Vihar, Gurgaon, Haryana-122017, age 37 Years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof



[Signature]

DEPONENT

NITIN SRIVASTAVA

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my

knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT Shri/Smt./Km. Nitin Srivastava

Identified by Shri/Smt. [Signature] Has solemnly affirmed before me at Delhi on... as SI. No. [Signature] That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

29 JAN 2015

[Signature]

DEPONENT

NITIN SRIVASTAVA

NOTARY

[Signature] I identified the deponent with [Signature] has signed in my presence

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

75

Complaint No of 2015

IN THE MATTER OF

Amit Sagar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Urvi Sukul Singh, daughter of Jagat Narayan Sukul, resident of 6D Autumn Dale Apartments, Vidya Nagar, Kochi-682020, age 53 years, do hereby solemnly affirm and declare as under:

1. That I am the constituted attorney of Commodore Randhir Singh, one of the Complainants, vide power of attorney dated 29th November 2014. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Urvi Singh
DEPONENT

VERIFICATION

Verified here at Kochi on this the 15th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Urvi Singh
DEPONENT

Ramprasad Unni
RAMPRASAD UNNI
Senior Govt. Plea
HIGH COURT OF KERALA

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

76

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

NOTARIAL
REG. SER. NO
1676/15

...Complainants

Versus

Raheja Developers . . Ltd and another

.....Respondents



AFFIDAVIT

I, Parminder Singh, son of Mr. Jagtar Singh, resident of E-1020, Rock Enclave, Near Hindustan Naka, Kandivali - West, Mumbai -400067, age 38 years, do hereby solemnly affirm and declare as under:

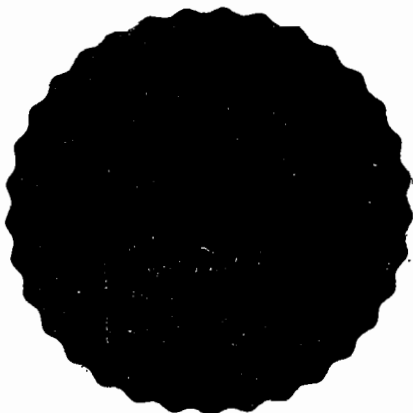
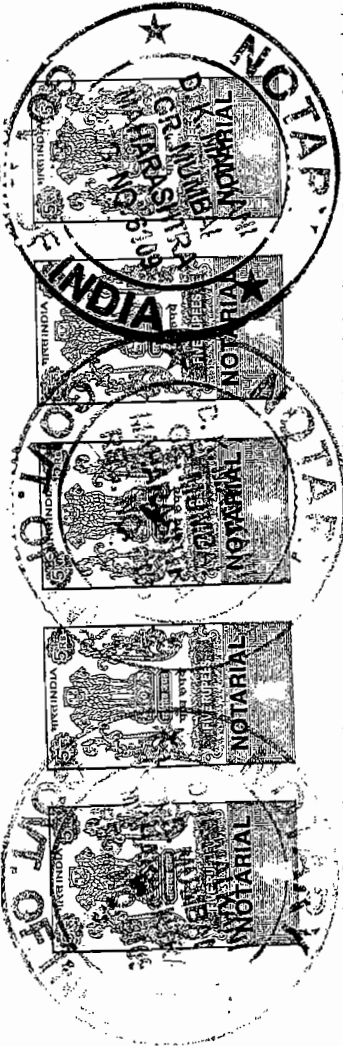
1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
DEPONENT

VERIFICATION

Verified here at Mumbai on this the 23rd day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
DEPONENT



Reg. No 1676/15.
BEFORE ME
[Signature] 23/01/15
DEEPAK K. MALKANI
Advocate & Notary, Govt. Of India
108, Cancer-Pisces C.H.S. Ltd., Divya Park,
Off. Marve Road, Malad (West),
Mumbai-400 095.

23 JAN 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others ...Complainants

Versus

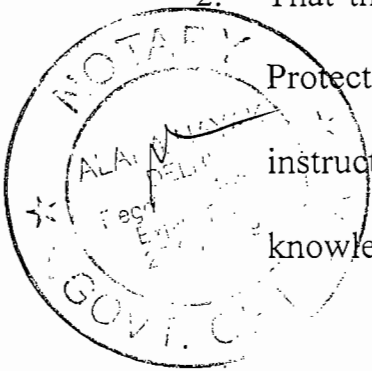
Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Somesh Kumar, son of Mr. Krishan Lall, resident of 90/88, Ground Floor, Malviya Nagar, New Delhi, age 38 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature]
DEPONENT
(SOMESH KUMAR)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
I identified the deponent who has signed in my presence

Shri/Smt./Km.....*[Signature]*
S/o, W/o R/o...*[Signature]*
Identified by Shri/Smt.....*[Signature]*
Has solemnly affirmed before me at
Delhi on.....as St. No. *[Signature]*
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

29 JAN 2015

[Signature]
NOTARY

[Signature]
DEPONENT
(SOMESH KUMAR)

78.

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

Versus

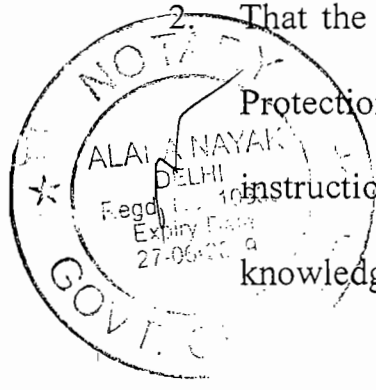
Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Urvashi Mishra, wife of Mr. Rama Kant Mishra, resident of B-2/80, 1 PWO Housing Complex, Sector 43, Gurgaon, Haryana 122009, age 47 years, presently in New Delhi, being Power of attorney holder, do hereby solemnly affirm and declare as under:

1. That I am authorized by Power of attorney dated 17.01.2015 on behalf of Mr. Shreesh Chandra Mishra being one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Urvashi Mishra DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the

contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT Smt./Smt./M... Mishra S/o, W/o R/o... Mishra Has solemnly affirmed before me at Delhi on... as SI. No. 1093 That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

29 JAN 2015

Urvashi Mishra DEPONENT

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

79.

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

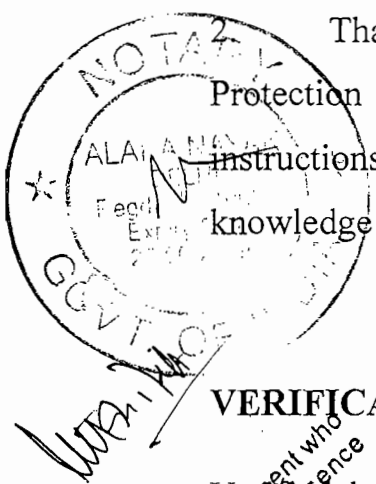
.....Respondents

AFFIDAVIT

I, Nitu Sharma, daughter of Mr. Kewal Krishan Sharma, resident of 702, Skyland Apartment, Sector 56, Gurgaon 122011, age 37 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Nitu Sharma
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the 19th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

I identified the deponent who has signed in my presence

Nitu Sharma
DEPONENT

29 JAN 2015

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km.....*Nitu Sharma*
S/o, W/o R/o.....*Mr. Kewal Krishan Sharma*
.....
Identified by Shri/Smt.....*Mr. Kewal Krishan Sharma*
Has solemnly affirmed before me at
Delhi on.....as Sl. No. *100*
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

[Signature]
NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

80.

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

Raheja Developers Pvt Ltd and another

.....Respondents

AFFIDAVIT

I, Arvind Kumar Singh Solanki, son of Ramanand Singh, resident of D-101, Vigyan Vihar Sector 56, Gurgaon, age 44 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

ASS

DEPONENT

VERIFICATION

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

ASS

DEPONENT



ATTESTED

15.1.15
RAJ SINGH
Advocate
COMMISSIONER
Court, JAIPUR

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

81.

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

Raheja Developers Pvt Ltd and another

.....Respondents

AFFIDAVIT

I, Sumit Gupta, son of S.K. Gupta, resident of H-3/9-10, Ground Floor, Sector-11, Rohini, Delhi-110085, age 32 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Sumit Gupta
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the 17th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

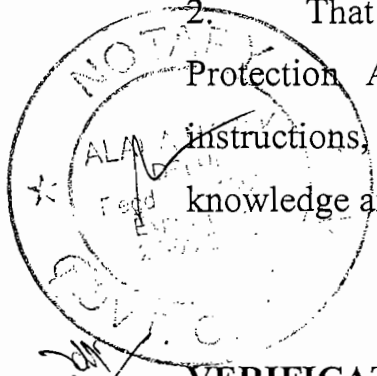
Sumit Gupta
DEPONENT

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. *Sumit Gupta*
S/o, W/o R/o. *S.K. Gupta*

29 JAN 2015

Identified by Shri/Smt. *V. H. S. Adv*
Has solemnly affirmed before me at
Delhi on.....as Sl. No. *107-A*
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

[Signature]
NOTARY



Notary
I identified the deponent who
has signed in my presence

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

82.

Complaint No of 2015

IN THE MATTER OF

Anchal Manglik and Othrs

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Anchal Manglik, daughter of Pankaj Kumar, resident of C – 77 Diamond District, Airport Road, Bangalore 560008, age 36 years, do hereby solemnly affirm and declare as under:

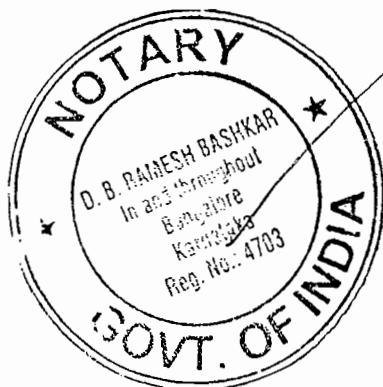
1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

DEPONENT

VERIFICATION

Verified here at Bangalore on this the 16th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

DEPONENT



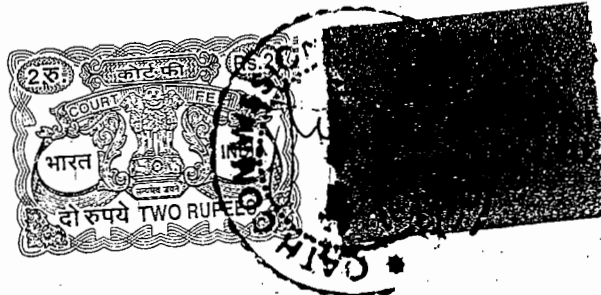
16 JAN 2015

SWORN TO BEFORE ME

D. B. RAMESH BASHKAR
ADVOCATE & NOTARY
GOVT. OF INDIA.
No. 1315, Double Road, Indiranagar
BANGALORE - 560 038

Notarial Reg. No. 58
Book No. 1
Page No. 09

From 1st April 2003 the Govt. of Karnataka stopped the issue of all stamps including Notary Stamps. Hence Notary Stamp is not affixed "



P3.

**BEFORE THE NATIONAL CONSUMERS DISPUTES
REDRESSAL COMMISSION, NEW DELHI**

Complaint No of 2015

IN THE MATTER OF

Amit Saggur and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Rajesh Kala, son of Lae Shri Bhargav Prasad Kala, resident of House No.30 Lane No.6, Ashirdwad Enclave, Dehradun, Uttarakhand, age 57 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
DEPONENT

VERIFICATION

Verified here at Dehradun on this the 16th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
DEPONENT



4.10.17/1884
5.10.2016

Sworn & verified before
by Shri... Amit Saggur & others
on this 16th day of Jan... 2015
[Signature]
anil

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

84.

Complaint No of 2015



IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

Raheja Developers Pvt. Ltd and another

.....Respondents

AFFIDAVIT

I, Manish Mohit Dabas, son of Sh. C.B.Dabas, resident of H.No. 300 W.No. 4, Mehrauli, New Delhi - 110030, age 37 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief, Nothing material has been concealed thereof.


DEPONENT

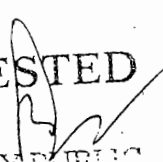
(Manish Mohit Dabas)

VERIFICATION

Verified here at New Delhi on this the 17 day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



ATTESTED


NOTARY PUBLIC
DELHI


DEPONENT

(Manish Mohit D)

85

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

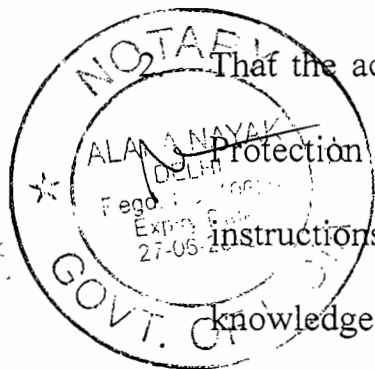
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Neelam Harpalani, daughter of Lachman Dass Hemrajani, resident of E-132, 1st Floor, Masjid Moth, Greater Kailash Part - III, New Delhi-110048, age 55 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.



That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature

Handwritten signature
DEPONENT

VERIFICATION

29 JAN 2015

I identified the deponent who has signed in my presence

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. *Neelam Harpalani*
S/o, W/o R/o. *Lachman Dass Hemrajani*
Identified by Shri/Smt. *Alan Nayak*
Has solemnly affirmed before me at
Delhi on.....as Sl. No. *1111*
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

Handwritten signature
DEPONENT

29 JAN 2015

NOTARY

22

Sl. No.
320
DL 19/1/15

86



**BEFORE THE NATIONAL CONSUMERS DISPUTES
REDRESSAL COMMISSION, NEW DELHI**

Complaint No of 2015

IN THE MATTER OF

Amit Saggur and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

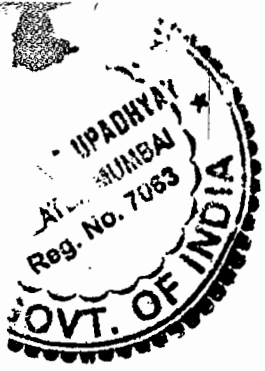
AFFIDAVIT

I, Rajen Kaul son of Late Shri Prithvinath Kaul resident of 102, Panch Amrut, Panch Marg, Versova, Andheri West, Mumbai 400061 age 65 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

For The Kapol Co-op. Bank Ltd.
Anandhi Branch, 1st Floor, Syndicate
Chambers, 21 Sahar Road, Andheri (E),
Mumbai-400 069.
SSTP/VIC/10611021051836-839108

91371
198526
R. 0000100/- PB5505
12:00
SPECIAL
ADHESIVE
JAN 17 2015
INDIA
STAMP DUTY
MAHARASHTRA



87.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

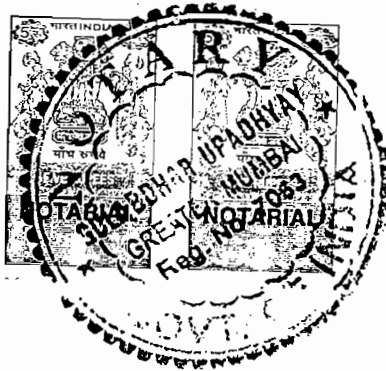
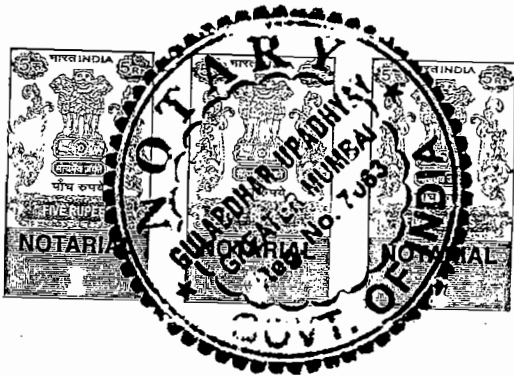
Paul
DEPONENT

VERIFICATION

Verified here at Mumbai on this the 19th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Paul
DEPONENT
BEFORE ME

Gulabdhhar Upadhyay
19/1/15
GULABDHAR UPADHYAY
ADVOCATE, & NOTARY
Thebineth Pandey Compound, Marol Nari
Near Air Port Road, Andheri (E),
Mumbai-400 059



BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggur and Others

...Complainants

Versus

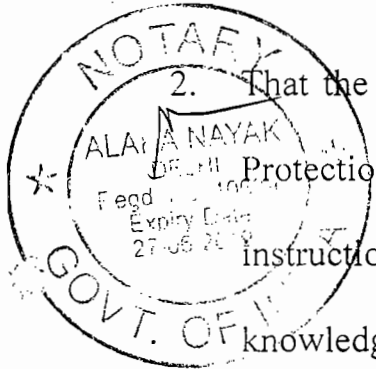
Raheja Developers . . . Ltd and another

.....Respondents

AFFIDAVIT

I, Jagmohan Gupta, son of Shri Shankar Dev Gupta, resident of 612, Village Bajghera, P.O. Palam Vihar, Gurgaon, Haryana-122017, age 31 Years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.



2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

I identified the document who has signed in my presence

VERIFICATION

29 JAN 2015

DEPONENT (JAGMOHAN GUPTA)

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

29 JAN 2015

CERTIFIED THAT THE DEPONENT... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

NOTARY

DEPONENT (JAGMOHAN GUPTA)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

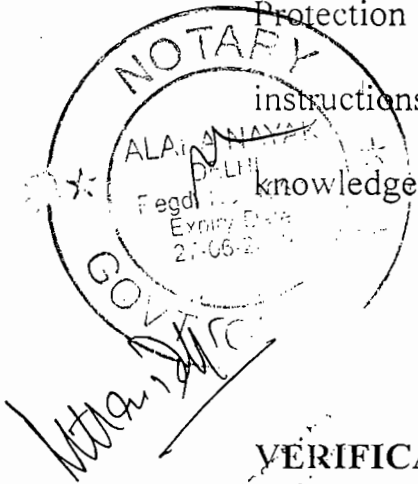
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Deepika Vasishth Sahai, wife of Mukul Sahai, resident of B-231/F Greater Kailash - 1, New Delhi 110048, age 47 years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Handwritten signature of Deepika and printed name DEPONENT (Deepika Vasishth Sahai)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my

knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT S/o, W/o R/o... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as Sl. No... That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

JAN 2015'

NOTARY

Handwritten signature of Deepika and printed name DEPONENT (Deepika Vasishth Sahai)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others ...Complainants

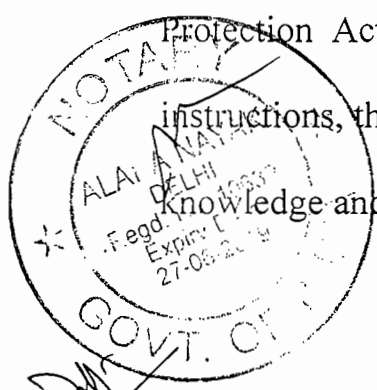
Versus

Raheja Developers Pvt Ltd and anotherRespondents

AFFIDAVIT

I, Sanjay Kumar Garg, son of Sh. Ishwar Chander Garg, resident of 702, Adarsh Apartment, Plot No. 67, Sector 55, Gurgaon 122009, Haryana, age 38 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT

(Sanjay K. Garg)

29 JAN 2015

VERIFICATION

I identified the deponent who has signed in my presence

Certified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

29 JAN 2015

CERTIFIED THAT THE DEPONENT... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as SI. No... That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

NOTARY

DEPONENT

(Sanjay K. Garg)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

91

Complaint No of 2015

IN THE MATTER OF

Amit Sagar and Othrs

...Complainants

Versus

Raheja Developers . . . Ltd and another

.....Respondents

AFFIDAVIT

I, Meera Suri, daughter of Mr. Surinder Mahant, resident of F-53 (G.F.); Tulip Garden, Sushant Lok – II & III, Sector – 56, Gurgaon - 122003, aged about 35 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Meera Suri
DEPONENT

VERIFICATION

Verified here at New Delhi on this the 29 day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof

Meera Suri
DEPONENT

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km... *Meera Suri*
S/o, W/o R/o. *Surinder Mahant*

29 JAN 2015

Identified by Shri/Smt. *L. Hanu* (Adv)
Has solemnly affirmed before me at
Delhi on..... as
That the contents of the
have been read & explained to
him are true & correct to his knowledge

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others

...Complainants

Versus

Raheja Developers Pvt Ltd and another

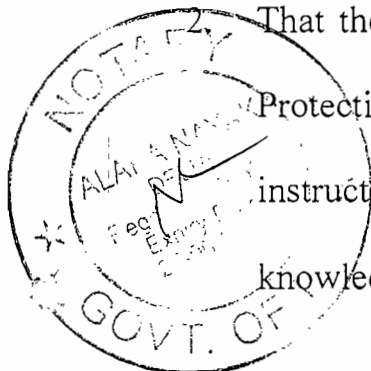
.....Respondents

AFFIDAVIT

I, Mr. Haresh Khushalani, son of Late Shri K. T. Khushalani, resident of E-13, Indraprastha Apartments, 114, I.P. Extn., Delhi-110092, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Haresh
 HARESH
 DEPONENT KHUSHALA

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Alaka Anand

I identified the document which has signed by my name

CERTIFIED THAT THE DEPONENT
 Shri/Smt./Km... *Haresh Khushalani*
 S/o, W/o R/o... *Haresh Khushalani*
 Identified by Shri/Smt... *Alaka Anand Adv*
 Has solemnly affirmed before me at
 Delhi on... as SI. No...
 That the contents of the affidavit
 have been read & explained to
 him are true & correct to his knowledge

29 JAN 2015

Haresh
 HARESH KHUSHALAN
 DEPONENT

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggur and Others ...Complainants

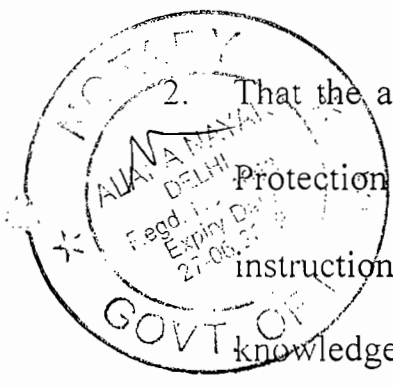
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Amit Saggur, son of Sh. Chaman Lal Saggur, resident of C-1004, Parasvnath GreenVille, Sohna Road, Sector 48, Gurgaon, Haryana - 122018, age 37 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am authorized by Power of attorney dated 13.01.2015 on behalf of Mr. Joginder Pal Saggur being one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.



2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature and text: 'I identified the deponent who the subject to my jurisdiction'

VERIFICATION

29 JAN 2015

Handwritten signature and text: 'DEPONENT (AMIT SAGGAR)'

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT Shri/Smt./Km. Amit Saggur Identified by Shri/Smt. ... Has solemnly affirmed before me at Delhi on ... as St. No. ... That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

Handwritten signature and text: 'DEPONENT (AMIT SAGGAR)'

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

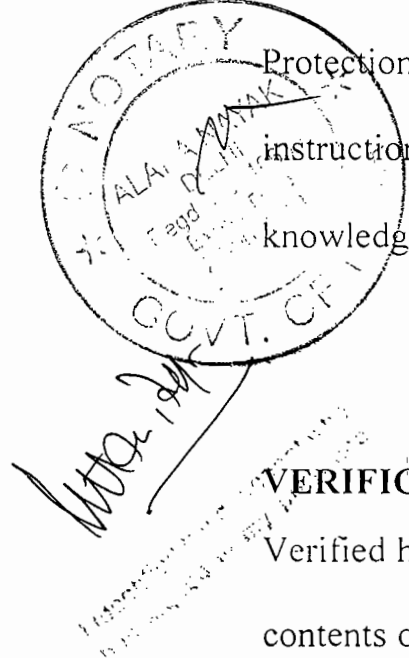
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Tribhuvan Akku, son of Shri Ram Sital, resident of Ashiana Upvan, T3/Bx-415, Ahinsa Khand-2, Indirapuram, Ghaziabad, U.P.-201014, age 40 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT (Tribhuvan Akku)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

29 JAN 2015

CERTIFIED THAT THE DEPONENT Shri/Smt./M... S/o, W/o R/o... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as SI. No... That the contents of the affidavit have been read & explained to him are true & correct to his knowledge.

DEPONENT (Tribhuvan Akku)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

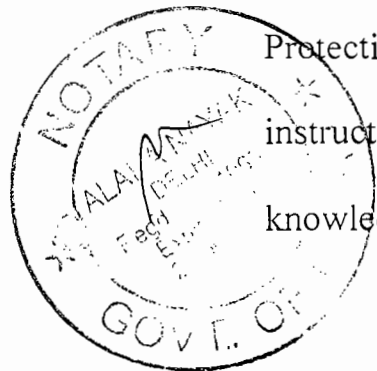
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Ankur Malik, son of Shri A. D. Malik, resident of M-23, Ground Floor, Kalkaji, New Delhi-110019, age 40 Years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
- 2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Handwritten signature/initials

Handwritten signature
DEPONENT
(ANKUR MALIK)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Vertical stamp: NOTARY PUBLIC, MALVIYA ANKUR, DELHI, GOVT. OFF.

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km...
S/o, W/o R/o...
Identified by Shri/Smt...
Has solemnly affirmed before me at
Delhi on... as SI. No...
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

29 JAN 2015

Handwritten signature
DEPONENT
(ANKUR MALIK)
NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

Versus

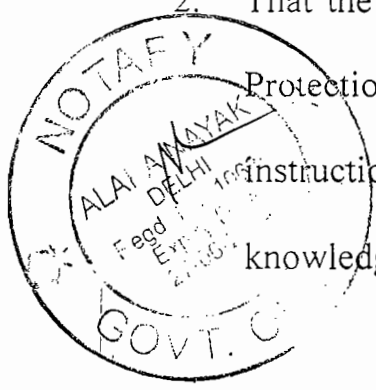
Raheja Developers Pvt Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Harinder Arora, son of Shri Manak Singh, resident of KD-42A, Ashok Vihar, Phase-I, Delhi-110052, age 43 Years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Handwritten signature of the deponent.

Harinder Arora DEPONENT (HARINDER ARORA)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED TRUE AND CORRECT DEPONENT Shri/Smt./Km... Manak Singh S/o, W/o R/o... Manak Singh Identified by Shri/Smt... Harinder Arora Has solemnly affirmed before me at Delhi on... as SI. No... That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

29 JAN 2015

Harinder Arora DEPONENT (HARINDER ARORA)

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

92.

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

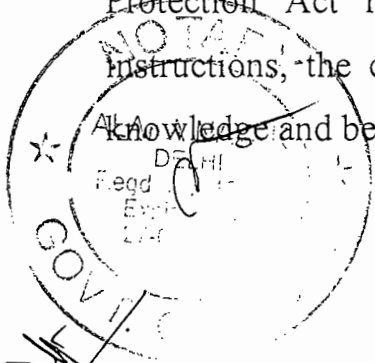
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Ashwani Kumar Rustagi, son of Shri Kishan Lal Rustagi, resident of C-66, second floor, Ardee City, Sector 52, Gurgaon – 122011 age 54 years presently in Delhi, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Ashwani Rustagi
DEPONENT

VERIFICATION

Verified here at New Delhi on this the _____ day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Amit Saggar
I have verified the contents of the affidavit as stated by my client.

CERTIFIED THAT THE DEPONENT
 Shri/Smt./Km... *Ashwani Rustagi*
 S/o, W/o R/o... *Kishan Lal Rustagi*
 Identified by Shri/Smt... *Amit Saggar*
 Has solemnly affirmed before me at
 Delhi on... as S/o No...
 That the contents of the affidavit
 have been read to him and he has
 affirmed that the contents of the affidavit
 are true & correct to his knowledge

Amit Saggar
DEPONENT

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

98.

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

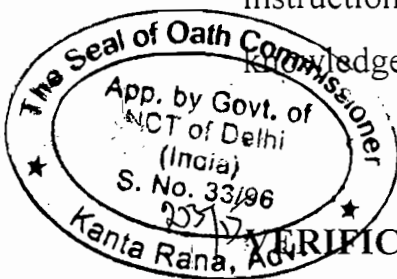
.....Respondents

AFFIDAVIT

I, Rajinder Sharma, son of Shri Jamna Dass Sharma, resident of C-502, Dream Apartment, Plot No. 14, Sector-22, Dwarka, New Delhi - 110075, age 49 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

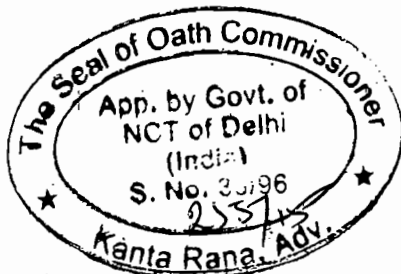
DEPONENT



VERIFICATION

Verified here at New Delhi on this the 16th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

DEPONENT



solemnly affirmed before me read over & explained to the deponent

Oath Commissioner, Delhi

16 JAN 2015

Entry No. 255/15

Identified by Rajinder Sharma who has signed in my presence

39)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

99

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers and another

.....Respondents

AFFIDAVIT

I, Rajeev Kumar Singh, son of Chandrama Singh, resident of Flat no: 17054, Prestige shantiniketan, Whitefield, Bangalore, age 38 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Rajeev K. Singh
DEPONENT

VERIFICATION

Verified here at Bangalore on this the ..23.. day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Solemnly affirmed / Sworn to before

This the.....23.....day of January 2015

Place: B.L.M. Oath Commissioner

S.K. Devaraja, B.A., LL.B.,

Advocate / Oath Commissioner
Off. : # 25/1, 2nd Floor,
'Anand Nivas', 3rd Cross, 6th Main,
Opp. Hotel Moti Mahal Road,
Gandhinagar, Bangalore - 560 009.

Sl. No.....3874.....Page No.....82

Rajeev K. Singh
DEPONENT
Jan 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

100

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, SHARAD GOYAL, son of SHRI R S AGRAWAL, resident of C-503, SUJJAN VIHAR, SECTOR-43, GURGAON, age 41 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

DEPONENT

Goyal

29 JAN 2015

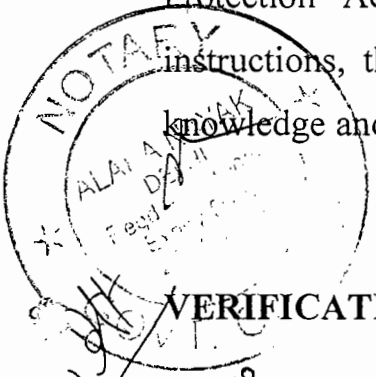
Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

DEPONENT

Goyal

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km.....*Sharad Goyal*
S/o, W/o R/o.....*R.S. Agrawal*
Identified by Shri/Smt.....*Ujjaini Datt Adv*
Has solemnly affirmed before me at
Delhi on.....as Sl. No. *(121-b)*
that the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

NOTARY



VERIFICATION

Ujjaini Datt Adv
I identified the deponent who
has signed in my presence

29 JAN 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

101

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Rahul Kumar, son of Late Inder Kumar Kharbanda, resident of 661, New Millenium Apts., Plot # 2, Dwarka Sector 23, New Delhi 110075, age 41 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Rahul Kumar
DEPONENT



VERIFICATION
Verified here at New Delhi on this the Sixteenth day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Rahul Kumar
DEPONENT

ATTESTED
[Signature]
OATH COMMISSIONER
11 6 JAN 2015

I identify the deponent who has signed/put T.I. in my presence.
ECC No
12C 0228502

37

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

102

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

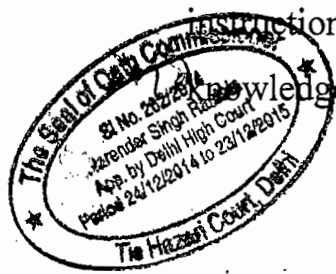
Raheja Developers Pvt. Ltd and another

.....Respondents

AFFIDAVIT

I, Sudershan Kaur wife of Jasbir Singh resident of 22/5, Punjabi Bagh
Extention, Club Road, New Delhi- 110026 aged 70 years, do hereby solemnly
affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware
of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer
Protection Act has been has been drafted by my counsel under my
instructions, the contents of which are true and correct to the best of my
knowledge and belief. Nothing material has been concealed thereof.



Sudershan Kaur
DEPONENT

VERIFICATION

Verified here at New Delhi on this the 16th day of January 2015, that the
contents of the foregoing affidavit are true and correct to the best of my
knowledge and belief. Nothing material has been concealed thereof.

20 JAN 2015

I identify the deponent with
has signed in my presence

CERTIFIED
S
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ha
true and correct to the best of my
knowledge and belief.

20 JAN 2015

20

20 JAN 2015

Sudershan Kaur
DEPONENT

20 JAN 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

103

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Kshitij Kashyap, son of Kuldeep Chand Kashyap, resident of C 109, Jayabheri Orange County, Road No. 2, Nanakramguda, Gachibowli, Hyderabad 500032, age 38 years, do hereby solemnly affirm and declare as under:

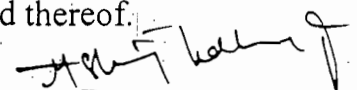
1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT

VERIFICATION

Verified here at Hyderabad on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.


DEPONE
NT

ATTESTED


SAILAJA OGIRALA

Advocate & Notary
B.H.E.L., MIG-1110, R.C.Puram,
Hyderabad-502 032. T.S.
Cell: 9948292606
Commission Exp.on: 24/06/2017



BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL

COMMISSION, NEW DELHI

104

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

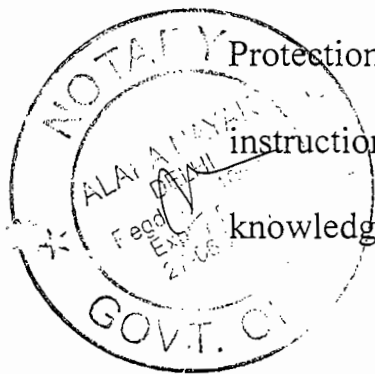
.....Respondents

AFFIDAVIT

I, Nonihal Singh, son of Late Shri Mahender Singh, resident of 21, Arjun Nagar, Green Park, New Delhi, age 62 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Nonihal Singh

DEPONENT

29 JAN 2015

VERIFICATION

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature and text: Identified the deponent... has signed in my presence

29 JAN 2015

CERTIFIED THAT THE DEPONENT Shri/Smt./Km... Nonihal Singh S/o, W/o R/o... Late Shri Mahender Singh Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as Sl. No... That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

Handwritten signature: Nonihal Singh

DEPONENT

NOTARY

50

105

**BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI**

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

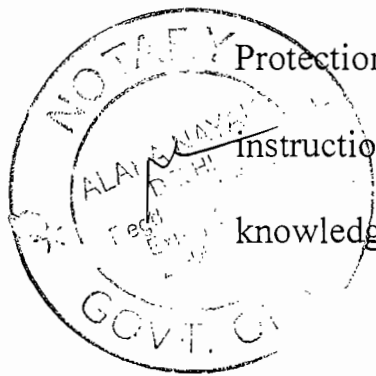
.....Respondents

AFFIDAVIT

I, Satish Arora, son of Shri J. K. Arora, resident of A1/348, Dal Mill Road, Uttam Nagar, New Delhi-110059, aged 54 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature]
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015; that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
I identified the deponent who has signed in my presence

29 JAN 2015

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km.....*[Signature]*
S/o, W/o R/o.....*[Signature]*
.....
Identified by Shri/Smt.....*[Signature]*
Has solemnly affirmed before me at
Delhi on.....as Sl. No.....
That the contents of the affidavit which
have been read &
him are true & correct to his knowledge

[Signature]
DEPONENT

[Signature]
DEPONENT

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

106

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

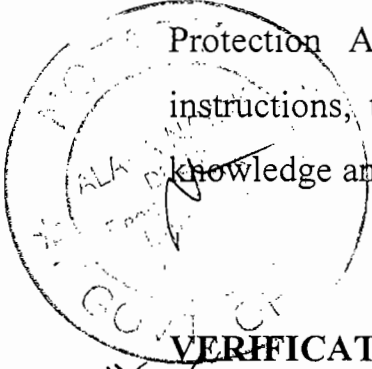
Raheja Developers Pvt. Ltd and another

.....Respondents

AFFIDAVIT

I, Akash Deep Batra, son of Samsher Bahadur Batra, resident of 368 Sector 9 Pocket 2 Dwarka New Delhi -75, age 32 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Akash Deep Batra
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Akash Deep Batra
DEPONENT

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km.....*Akash Deep Batra*
S/o, W/o R/o.....*S. P. Batra*
.....
Identified by Shri/Smt.....*Samsher Adv*
Has solemnly affirmed before me at
Delhi on.....
That the contents of
have been
him are true & correct

29 JAN 2015

(1241-b)
NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

107

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Neeta Rakesh Dhingra, w/o of Rakesh Dhingra resident of J-49, Rajouri Garden, New Delhi- 110027 aged 50 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Neeta Rakesh Dhingra
DEPONENT

VERIFICATION

Verified here at New Delhi on this the 15th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



ATTESTED

Oath. Commissioner

Neeta Rakesh Dhingra
DEPONENT

17 JAN 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Ms. Samina Ahmad, W/o Mr. Iqbal Ahmad, resident of F-412, Jalvayu Towers, Sector-56, Gurgaon-122011, age 54 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

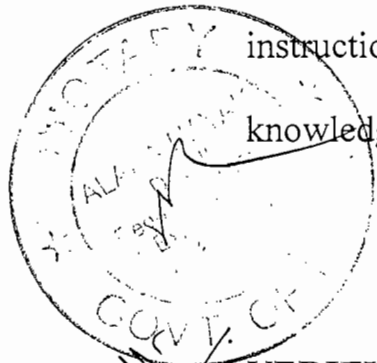
Signature
DEPONENT
(Samina Ahmad)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Signature
DEPONENT
(Samina Ahmad)



Identified the deponent

29 JAN 2015

CERTIFIED THAT I have identified the deponent as Samina Ahmad, W/o Mr. Iqbal Ahmad, resident of F-412, Jalvayu Towers, Sector-56, Gurgaon-122011, age 54 years, presently in New Delhi, who has solemnly affirmed before me that the contents of the affidavit are true and correct to the best of his knowledge and belief. Nothing material has been concealed thereof.

12546

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Pramod Kumar Shukla, son of Shri Durga Parasad Shukla, resident of B-261, Phase II, New Palam Vihar, Gurgaon - 122017, age 47 Years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Priya Shukla DEPONENT (PRAMOD KUMAR SHUKLA/ PRIYA SHUKLA)

VERIFICATION

29 JAN 2015

verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature and circular stamp of the National Consumer Disputes Redressal Commission, New Delhi.

CERTIFIED, THAT THE DEPONENT Shri/Smt./Km... P. P. Shukla S/o, W/o R/o... P. P. Shukla Identified by Shri/Smt... Has solemnly affirmed before Delhi on... This document is...

29 JAN 2015

Priya Shukla DEPONENT (PRAMOD KUMAR SHUKLA/ PRIYA SHUKLA)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

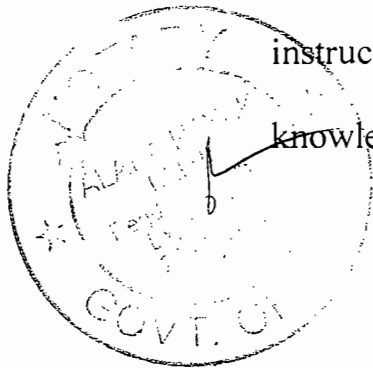
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Sharad Dubey, son of Late Shri Prabhat Dubey, resident of E-2366, Ansal Palam Vihar, Gurgaon, Haryana-122017, age 40 Years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT (SHARADDUBEY) with signature

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

I identified the deponent who has signed in my presence

CERTIFIED THAT THE DEPONENT... Identified by Shri/Smt... Has solemnly affirmed before... Delhi on... That the contents of... have been read... him are true...

DEPONENT (SHARAD DUBEY) with signature

29 JAN 2015

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggur and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Mr. Saurabh Dubey, son of Late Shri Prabhat Dubey, resident of E-2366, Ansal Palam Vihar, Gurgaon, Haryana-122017, age 40 Years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature of Saurabh Dubey

DEPONENT (SAURABH DUBEY)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Notary seal and handwritten verification text: 'Identified the deponent who has signed in my presence'

Notary stamp: CERTIFIED THAT THE DEPONENT Shri/Smt./Km... S/o, W/o R/o... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... 29 JAN 2015

Handwritten signature of Saurabh Dubey and DEPONENT (SAURABH DUBEY)

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

112

Complaint No of 2015

IN THE MATTER OF

Amit Sagar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, USHA GOEL, wife of SURINDRA KUMAR GOEL, resident of 18/704 Heritage City MG Road Gurgaon Haryana, age 63 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Usha Goel

DEPONENT

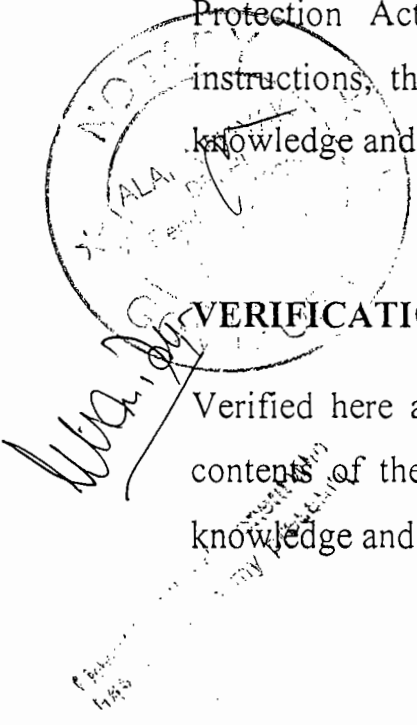
VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the 16th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Usha Goel

DEPONENT



CERTIFIED THAT THE DEPONENT
Shri/Smt./Km... *Usha Goel*
S/o, W/o R/o... *Surindra Kumar Goel*
Identified by Shri/Smt... *Usha Goel*
Has solemnly affirmed before me at
Delhi on... as St. N...
That the contents of the affidavit
have been read &...
him are true & correct to his

29 JAN 2015

Usha Goel

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others ...Complainants

Versus

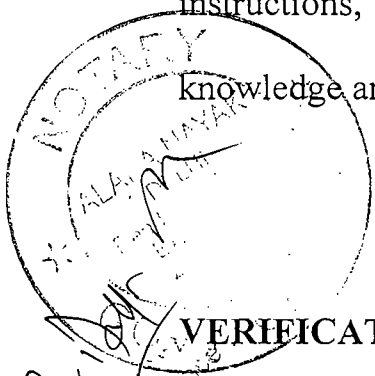
Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Sameer Pankaj, S/o Mr. Madan Mohan, R/O A-33/518, Air India Housing Colony, Vasant Vihar, New Delhi - 110057, age 35 years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
- 2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
DEPONENT
(SAMEER PANKAJ)



VERIFICATION

Verified here at New Delhi on this the 23 day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km... Sameer Pankaj
S/o, W/o R/o... Madan Mohan
Identified by Shri/Smt... V. Hanu Sahu - Adv
Has solemnly affirmed before me at
Date
T
t

[Signature]
DEPONENT
(SAMEER PANKAJ)

132-b

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

114

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Subrat Das, son of Sh. Jugal Kishore Das, resident of 3052, B-4, Vasant Kunj, New Delhi -110070, age 51years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
identified the deponent who
has signed in my oresence.

[Signature]
DEPONENT

VERIFICATION

Verified here at New Delhi on this the 17 day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Certified that the Deponent
Shri. *Subrat Das*
S/o Shri. *Jugal Kishore Das*
No. *3052 B-4 Vasant Kunj New Delhi*
Identified By Shri. *Shubhendra Kumar*
has solemnly affirmed before me at New
Delhi on *17 JAN 2015* that the contents
of the affidavit which has been read over
and explained to him are true & correct
to his knowledge.

[Signature]
DEPONENT

Oath Commissioner, New Delhi
[Signature] 17 JAN 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL 115
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF

Amit Saggur and Others

...Complainants

Versus

Raheja Developers Pvt. Ltd and another

.....Respondents

AFFIDAVIT

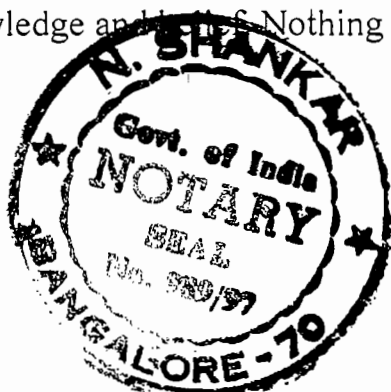
I, Deepika Lala Savlani, wife of Purushotam Savlani, resident of Flat no. C2-903, L&T Southcity, MICO Arekere Layout, off Bannerghatta Road, Bengaluru, Karnataka-76 age 40 years, do hereby solemnly affirm and declare as under:


1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.


DEPONENT

VERIFICATION

Verified here at Bengaluru on this the 16th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



SWORN TO BEFORE ME
DEPONENT

N. SHANKAR
ADVOCATE & NOTARY
No. 23-24, III Cross, Jayadri Layout,
Pandu Banga Nagar,
Bannerghatta Main Road,
BANGALORE - 560-076.
C.No. 989/97 - MYS. 44/65.

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others

...Complainants

Versus

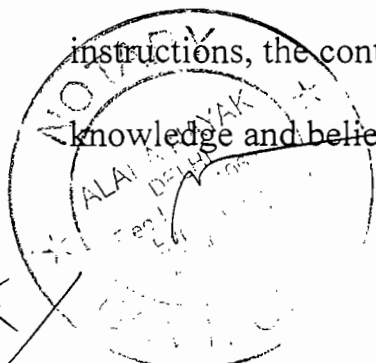
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Mr. Korath. V. Mathew, S/o Mr. K.V. Mathew, R/O 2503, Park Royal Residency, Sector 22, Dwarka, Delhi - 110077, age 50 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Handwritten Signature]

DEPONENT

(Korath V. Mathew)

29 JAN 2015

affirmed here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Identified the deponent who has signed in my presence

CERTIFIED THAT THE
 Shri/Smt./Km...*Korath V. Mathew*
 S/o, W/o R/o...*K.V. Mathew*
 Identified by Shri/Smt...*Adv*
 Has solemnly affirmed before me at
 Delhi on... as St. N...
 That the contents of the...
 have been...
 him a...

29 JAN 2015

[Handwritten Signature]

DEPONENT

(Korath V. Mathew)

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

117.

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Othrs

...Complainants

Versus

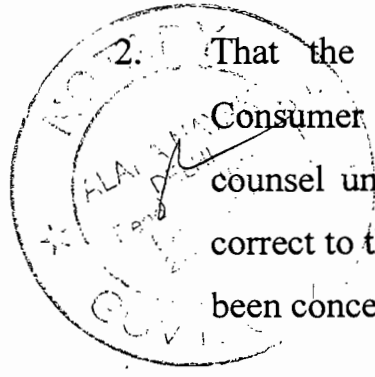
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Puja Goyal, wife of Mr. Ashish Goyal, resident of 362, Guru CGHS, Plot no. 2, sector 6, Dwarka, New Delhi, age 38 years, do hereby solemnly affirm and declare as under:

1. That I am the constituted attorney of Mr Ashish Goyal, one of the Complainants, vide power of attorney dated Jan 19, 2015. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.



2. That the accompanying Complaint under Section 21 of the Consumer Protection Act, 1986 has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Puja Goyal

DEPONENT

VERIFICATION

Verified here at Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Notary Public for Delhi
Shri/Smt./Km. Puja Goyal
Identified by Shri/Smt. Ashish Goyal
Has solemnly affirmed before me at
Delhi on 13/1/2015 as S. No. 134/15
That the contents of the affidavit
have been read & explained to
him are true & correct to the best of my knowledge and belief.

(Signature)

NOTARY

Puja Goyal

DEPONENT

(Signature)
I identified the deponent who has signed in my presence.

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others

...Complainants

Versus

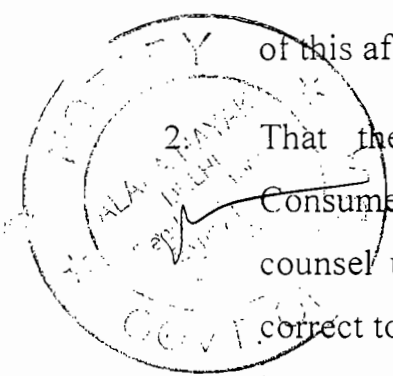
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Ritika Pal, daughter of Mr. Krishna Deo Pal, resident of BC-2E, DDA Flats, Munirka, New Delhi-110067, age 36 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.



2. That the accompanying Complaint under Section 21 of the Consumer Protection Act, 1986 has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Ritika Pal DEPONENT

Handwritten signature and verification text: 'I identified the deponent who has signed in my presence'

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Small printed text: CERTIFIED THAT THE DEPONENT Identified by S/o, W/o R/o... Has solemnly affirmed before me at Delhi on... as St. No... That the contents of the affidavit have been read & explained to him & true & correct to his knowledge

Handwritten signature and text: DEPONENT

29 JAN 2015

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION,
NEW DELHI

Complaint No. of 2015

IN THE MATTER OF

Amit Saggur and Others

...Complainants

Versus

Raheja Developers Pvt. Ltd and another

.....Respondents

AFFIDAVIT

I, Sudhir Kant Gupta, son of Late Shri N.L Gupta, resident of 751, 8th Cross, 2nd Block, R.T. Nagar, Bangalore 560032, age 55 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Sudhir Kant
DEPONENT

VERIFICATION

Verified here at Bangalore on this the 16th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Sudhir Kant
DEPONENT



Solemnly affirmed before me on this the 17th day of 2015
 at Bangalore
 No. 24, T. Main Road
 Vivekananda Nagar, BSK 3rd Stage
 BANGALORE 560 085
 SI No. 1078 Page No. 17h
 No of Corrections

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

120

Complaint No of 2015

IN THE MATTER OF

Amit Sagar and Others

...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Sudha Singla, wife of Ghanshyam Singla, resident of Flat no. 5, Tower A10, Comfort Zone, Balewadi, Pune, Maharashtra - 411045, age 37 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Sudha
DEPONENT

VERIFICATION

Verified here at Pune on this the 17th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

AFFIDAVIT

Solemnly affirmed before me by
Shri. *Sudha Singla*
who is identified by *Ghanshyam*
Shri. *Impeyer* *Identified by Singla*
Advocate who I personally

Sudha
DEPONENT

Date
Pune

Superintendent
District Court, Pune

Jan 17 2015

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

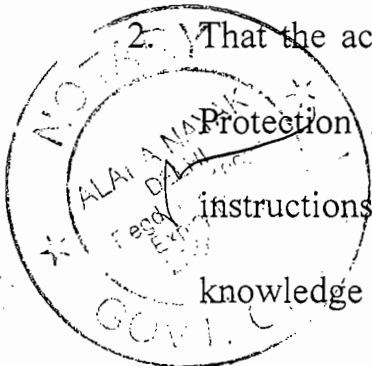
.....Respondents

AFFIDAVIT

I, Mrs. Neelam Bhardwaj, wife of Mr. R. N. Bhardwaj, resident of 22-B, Sheikh Sarai, Phase-II, Pocket L, New Delhi-110017, age 60 Years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Neelam Bhardwaj DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature/initials.

I identified the deponent who has signed in my presence

CERTIFIED THAT THE DEPONENT Shri/Smt./Km... Neelam Bhardwaj S/o, W/o R/o... R.N. Bhardwaj Identified by Shri/Smt... Neelam Bhardwaj Has solemnly affirmed before me at Delhi on... as St. No. That no concealment...

29 JAN 2015

DEPONENT

Handwritten signature/initials.

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

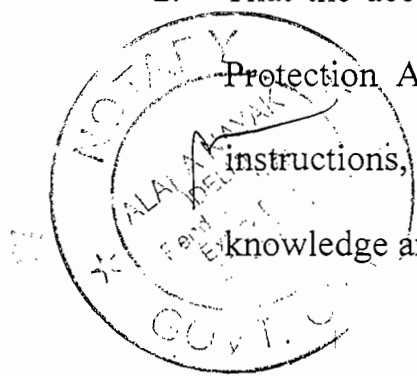
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mrs. Sunita Kakkar, W/o Mr. Anil Kumar Kakkar, resident of B-602, Som Vihar, R.K Puram, New Delhi - 110022, age 56 years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



DEPONENT (SUNITA KAKKAR)

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Handwritten signature/initials

I identified the deponent who has signed in presence of...

CERTIFIED THAT THE DEPONENT Shri/Smt./Km... S/o, W/o R/o... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as Sl. No... That the contents of the affidavit have been read & explained to him are true & correct to his knowledge NOTARY

DEPONENT (SUNITA KAKKAR)

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

Versus

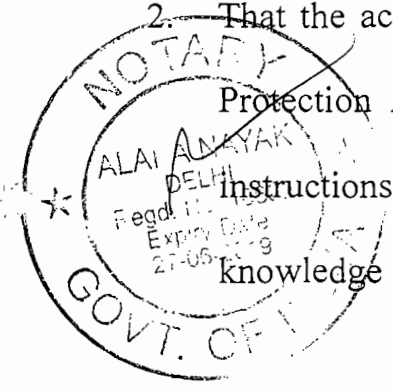
Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Kapil Kohli, son of Shri R. K. Kohli, resident of FE-4, Shivaji Enclave, New Delhi-110027, age 54 years, being Power of attorney holder, do hereby solemnly affirm and declare as under:

1. That I am authorized by Power of attorney dated 12.01.2015 on behalf of Mr. Pankaj Kohli being one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature] DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]

29 JAN 2015

Shri/Smt./Km... Kapil Kohli S/o, W/o R/o... Kohli Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as SI. No... That the contents of the affidavit have been read & explained to him are true & correct to his knowledge

[Signature] DEPONENT

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

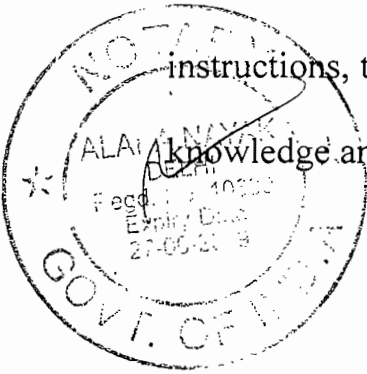
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Pankaj Tewari, son of Shri Krishna Mohan Tewari, resident of New Colony, Near Devi Temple, Amlai Paper Mill, Dist - Shahdol - 484117, M.P., age 46 Years, presently in New Delhi, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
- 2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Handwritten signature]

DEPONENT
(PANKAJ TEWARI)

VERIFICATION

Verified here at New Delhi on this the 29 day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Handwritten signature]
I identified the deponent who has signed in my presence

CERTIFIED THAT THE DEPONENT
Shri/Smt./M./Ms. Pankaj Tewari
S/o, W/o R/o...
Identified by Shri/Smt. ...
Has solemnly affirmed before me at
Delhi on... as SI. No. ...
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

[Handwritten signature]

DEPONENT
(PANKAJ TEWARI)

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

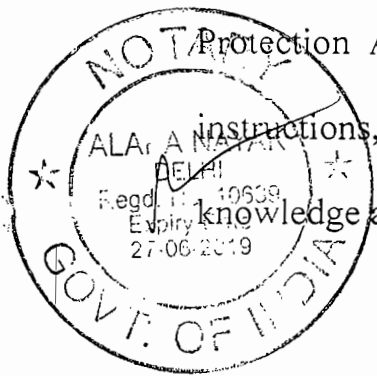
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Surendra Prasad Singh, son of Late Shri Mani Lal Singh, resident of H. No. 6378, Sector- B9, Vasant Kunj, New Delhi-110070, age 72 years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Signature of Surendra Prasad Singh
DEPONENT
(SURENDRA PRASAD SINGH)

Signature of Notary
I identified the deponent who has signed in my presence

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT Shri/Smt./Km... S/o, W/o R/o... Identified by Shri/Smt... Has solemnly affirmed before me at Delhi on... as Si. No... That the contents of the affidavit have been read & explained to him and are true & correct to his knowledge
Signature of Notary
DEPONENT
(SURENDRA PRASAD SINGH)

29 JAN 2015

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Sagar and Others

...Complainants

Versus

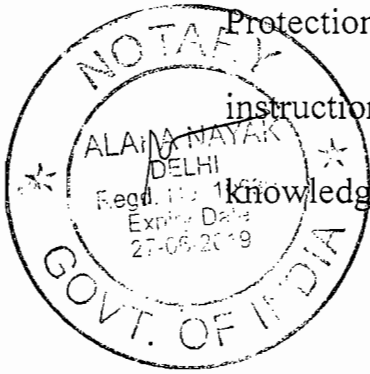
Raheja Developers Ltd and another

.....Respondents

AFFIDAVIT

I, Mrs. Sujata Sawhney, W/o Mr. Praveen Sawhney, resident of B-602, Som Vihar, R.K Puram, New Delhi - 110022, age 51 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



Sawhney
DEPONENT

VERIFICATION

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Mr. J. M. R.
I identified the deponent who has signed in my presence

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. *Sujata Sawhney*
S/o, W/o R/o *Praveen Sawhney*
Identified by Shri/Smt. *J. M. R. Adv.*
Has solemnly affirmed before me at
Delhi on as St. No.
That the contents of the affidavit
have been read & explained to
him/her and correct to his knowledge

Sawhney
DEPONENT

NOTARY

127

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others

...Complainants

Versus

Raheja Developers Ltd and another

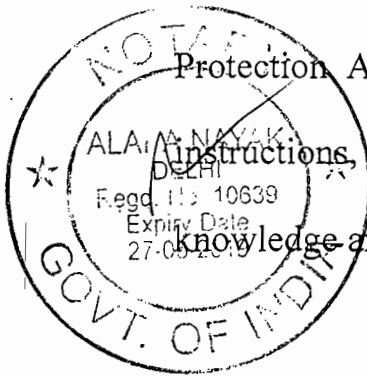
.....Respondents

AFFIDAVIT

I, Manorma Anand, W/O Late Sh. Prem Nath Anand, resident of B-602, Som Vihar, R.K Puram, New Delhi - 110022, age 84 years, being Power of attorney holder, do hereby solemnly affirm and declare as under:

1. That I am authorized by Power of attorney dated 08.03.1995 on behalf of Ms. Sangeeta Anand being one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



M. Anand

DEPONENT

(Manorma Anand)

VERIFICATION

Verified here at New Delhi on this the 29 JAN 2015 day of January 2015, that the

contents of the foregoing affidavit are true and correct to the best of my

knowledge and belief. Nothing material has been concealed thereof.

CERTIFIED THAT THE DEPONENT
Shri/Smt. Manorma Anand
S/o, W/o R/o. Late Sh. Prem Nath Anand
Identified by Shri/Smt. J. H. Adv
Has solemnly affirmed before me at
Delhi on 29 JAN 2015 as Sl. No. 127
That the contents of the affidavit are true to
the best of my knowledge and belief.

M. Anand

DEPONENT

(Manorma Anand)

29 JAN 2015

NOTARY

Handwritten signature/initials

**BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI**

Complaint No of 2015

IN THE MATTER OF

Amit Saggar and Others



...Complainants

Versus

Raheja Developers Ltd and another

.....Respondents

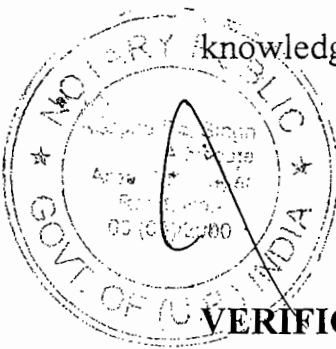
AFFIDAVIT

I, DILIP ARREN, son of Late Shri Chandra Prakash Arren, resident of A-501, Pearl Gateway Tower, Sector 44, Noida 201303, age 60 years, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

Dilip Arren

DEPONENT



VERIFICATION

Verified here at Noida on this the 14th day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

ATTESTED

R R Singh
RAGHU RAJ SINGH
NOTARY, Noida G.B. Nagar (U.P.) India

14 JAN 2015

Dilip Arren

DEPONENT

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL

COMMISSION, NEW DELHI

Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

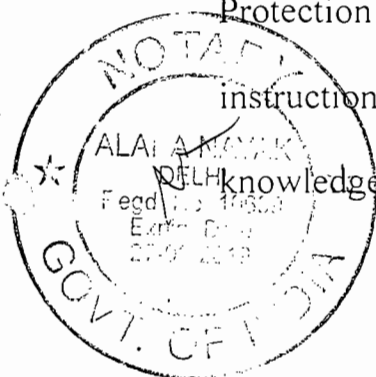
Versus

Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Mr. Gopal Taneja, son of Shri Sunder Lal Taneja, resident of 77, Mandakini Enclave, Alaknanda, New Delhi-110019, age 56 years, do hereby solemnly affirm and declare as under:

- 1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.
- 2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature]
 DEPONENT
 (GOPAL TANEJA)

VERIFICATION

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]
 I identified the deponent who has signed in my presence

CERTIFIED THAT THE DEPONENT
 Shri/Smt./Km. *Gopal Taneja*
 S/o, W/o R/o. *S. L. Taneja*
 Identified by Shri/Smt. *U. Hemant Adv*
 Has solemnly affirmed before me at
 Delhi on *27-01-2015* as Sl. No. *1/15*
 That the contents of the affidavit which
 have been read & explained to
 him are true & correct to his knowledge

[Signature]
 DEPONENT
 (GOPAL TANEJA)

NOTARY

BEFORE THE NATIONAL CONSUMERS DISPUTES REDRESSAL
COMMISSION, NEW DELHI
Complaint No of 2015

IN THE MATTER OF:

Amit Saggar and Others ...Complainants

Versus

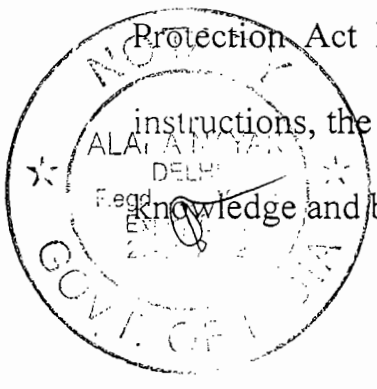
Raheja Developers Ltd and anotherRespondents

AFFIDAVIT

I, Ramesh Kumar Wadhwa, son of Late Sh. S. R. Wadhwa, resident of K5/11, DLF City, Phase- II, Gurgaon, Haryana, age 51 years, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. That I am one of the Complainants in the present petition. I am aware of the facts of the case. I am competent to depose the contents of this affidavit.

2. That the accompanying Complaint under Section 21 of the Consumer Protection Act has been has been drafted by my counsel under my instructions, the contents of which are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.



[Signature]
DEPONENT

VERIFICATION

29 JAN 2015

Verified here at New Delhi on this the day of January 2015, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed thereof.

[Signature]

I identified the deponent who has signed in my presence

29 JAN 2015

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km... *Ramesh Kumar Wadhwa*
S/o, W/o R/o... *S.R. Wadhwa*
Identified by Shri/Smt... *Wadhwa*
Has solemnly affirmed before me at
Delhi on... as SI. No. *145/b*
That the contents of the affidavit which
have been read & explained to
him are true & correct to his knowledge

NOTARY

[Signature]
DEPONENT