



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. Complaint no. 260 OF 2020

Meenakshi Bansal

....COMPLAINANT

VERSUS

Astrum Value Homes Pvt. Ltd. &

Stanza Developers and Infrastructure Ltd

....RESPONDENT(S)

2. Complaint no. 263 OF 2020

Arti Malhotra

....COMPLAINANT

VERSUS

Astrum Value Homes Pvt. Ltd. &

Stanza Developers and Infrastructure Ltd

....RESPONDENT(S)

CORAM:

Rajan Gupta

Dilbag Singh Sihag

Chairman

Member

Date of Hearing: 19.07.2022

Hearing: 13th

Present: -

Ms. Rupali Verma, learned counsel for complainant

Mr. Shobit Phutela, learned counsel for respondent

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. Above captioned complaints are taken up together as issues involved herein are identical and against the same respondent. Facts of complaint case no.260 of 2020 titled as Meenakshi Bansal Versus Astrum Value Pvt Ltd. and Another are taken as lead case.

2. Case of the complainant is that he had booked a residential apartment in respondent's project named 'La Regencia Phase II', sector-19, Panipat, on 24.05.2012 by paying an booking amount of Rs.4,00,000/-. Builder Buyer Agreement (BBA) was executed on 10.06.2014 by which complainant was allotted a 3 BHK apartment no. E-603 in tower E admeasuring 1693 sq. ft. . In terms of clause 4.1 of the BBA, possession was supposed to be delivered within 30 months from the date of execution of BBA, which works out to be 10.12.2016. Complainants alleged that they have so far paid an amount of Rs.38,19,175/- against basic sale price of Rs. 44,01,800/-. In support of the contention of payment of Rs.38,19,175/- complainant referred to page 23-25 of the complaint file which is a statement of account dated 29.03.2016 issued by the respondents admitting said amount. Respondent had not offered possession as construction was not complete and no demand was raised from 22.12.2015 till 11.09.2019. Thus, complainant is praying for possession of the apartment along with permissible delayed interest.

3. Respondent has filed their reply on 24.09.2020 vide which they stated that project got delayed due to non-payment of installments by the complainant as per



payment schedule. Further, it is stated that possession of the apartments had been tentative and subject to force majeure conditions. Construction work of tower E and F is complete and occupancy certificate has already been applied with the concerned authority. Possession will be handed over once the occupancy certificate is obtained by respondent.

4. Direction to offer possession to complainant after receiving Occupancy certificate has been passed in order dated 12.08.2021. Relevant order is reproduced below:

2. Learned counsel for the complainant stated that complainants want relief of possession of the apartments along with delayed interest for period of delay in handing over possession and requested for revised statement of accounts distinctly mentioning receivable and payable amounts from the respondent.

Learned counsel for the respondent stated that respondent has applied for getting occupation certificate for Tower 'E' wherein flats of the complainants are situated but same is pending with the competent authority due to some deficiencies pointed out by the department which will be removed soon. Learned counsel for the respondent undertakes that the respondent would hand over possession of the apartments to the complainants after receiving occupation certificate. Learned counsel for respondent further sought time to file statements of accounts regarding receivable and payable amounts. He stated that respondent has settled many cases out of court and is also trying to settle the present case.

3. After hearing both parties, Authority observes that since occupation certificate has not been received by the respondent, he might offer fitout possession to the complainants but this

would not be a legal offer of possession. One more opportunity is being to the respondent to offer possession to the complainants complete in all aspects and after obtaining occupation certificate from the competent authority along with statement of accounts incorporating receivable and payable amounts and copy of the same be supplied to the complainants in advance.

5. During hearing, ld. counsel for complainant stated that it has been more than one year since respondent averred that Tower E and F is complete and occupancy certificate has already been applied for. Therefore complainants be issued statement of accounts incorporating receivable and payables. Ld. counsel for the respondent stated that unit of the complainants are in tower E which are complete. The occupancy certificate will be obtained in next one month. Once the occupancy certificate is received, respondent will issue both possession and statement of receivables and payables.

6. In view of the above facts, Authority observes that booked apartments of complainants are complete and possession will be handed over in next few month as and when occupancy certificate is received. Due date of possession as agreed was in December 2016 and there is already delay of more than 5 years in handing over of possession to complainants. Therefore, respondent is also liable to pay upfront delayed interest to the complainants on account of delay in delivery of possession from the deemed date of possession upto uploading of this order and further additional monthly interest will be paid till the possession is actually




handed over. Details of upfront delayed interest and monthly is got calculated from the accounts department of Authority and same is tabulated below:

S. No.	Complaint No.	Due Date	Amount Paid	Delayed Interest @9.80%	Monthly Interest @9.80%
1.	260/2020	10.12.2016	Rs.38,19,175/-	Rs. 21,00,065/-	Rs. 31,788/-
2.	263/2020	28.12.2016	Rs. 36,67,510/-	Rs. 19,98,944/-	Rs. 30,526/-

Respondent is hereby directed to handover possession to both complainants after obtaining occupancy certificate apart from issuing a fresh statement of account showing receivable and payables after incorporating above upfront delayed interest. Till the time, possession is not handed over, respondent is also liable to pay monthly interest so mentioned in above table to respective complainants.

7. Accordingly, complaints are **disposed of**. File be consigned to record room after uploading of this order.


 RAJAN GUPTA
 [CHAIRMAN]


 DILBAG SINGH SIHAG
 [MEMBER]