



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1326 OF 2018

Narsi Grewal & Sunita Devi

....COMPLAINANT

VERSUS

JOP International Pvt. Ltd.

....RESPONDENT

CORAM: Rajan Gupta
Dilbag Singh Sihag

Chairman
Member

Date of Hearing: 13.07.2022

Hearing: 11th

Present: Mr. Sudeep Gehlawat, ld. Counsel for the complainant.
None for the respondent.

ORDER (DILBAG SINGH SIHAG - MEMBER)

1. While perusing case file, it is observed that case of complainant is that Original allottee booked a residential flat/apartment in the project "JOP Palms" of the respondent situated in Sector 28, Rohtak on 20.07.2011 by paying Rs. 4,00,000/- as the booking amount. On 18.02.2013 flat no. 301, third floor, Block B 4 with Super area of 1450 sq. ft. was transferred in the name of the complainant.

Builder-Buyers Agreement was executed between the parties on 9.11.2015. Allotment letter dated 19.11.2015 was issued to the complainant. Total Sales Consideration for the unit was fixed at Rs. 34,31,000/- against which complainant has paid Rs. 33,48,078/- till date. According to clause 34 of the BBA, respondent-promoter shall endeavor to complete construction within 30 months (with a grace period of 6 months) from the date of BBA. Therefore, deemed date of possession comes out to be 19.11.2018. However, even after the lapse of 7 years from the date of booking, no possession has been offered by the respondent. Aggrieved by the same, complainant has filed present complaint with the prayer for refund of the paid Amount.

2. Respondents filed his reply 15.01.2019. Averments made by him in the reply are limited to the extent that his project is not complete due to the non payment by allottees. He further stated that they sent letters to the allottees to attend joint meeting, dated 10.06.2018. In this meeting prospective dates of handing over possession of units in different phases. Therefore, it cannot be alleged that respondent did not inform the allottees regarding status of the project.

3. Ld. counsel for the complainant verbally stated during hearing that complainants want to stay with the project and pleaded to amend their prayer from refund of paid amount to possession of the unit after completion of the project along with delay interest. Counsel for the complainants further reiterated the facts

of the case which have already been recorded in para 1 and stated that now the project is being financed by SWAMIH Investment Funds and is near completion. Therefore, they wants to stay with the project and take possession of their booked unit after completion. Complainant claiming interest for the delay caused in possession.

4. In view of the above facts Authority observes that since Id. Counsel for complainant stated in his oral averments that he wants to change his prayer from relief of refund to possession of the unit, Section 18 of the RERA Act, 2016 confer choice on the allottee whether he wants to stay with the project or withdraw from the project. And if he decides to stay with the project even if there is delay in handing over possession, he is entitled to take possession along with delay interest.

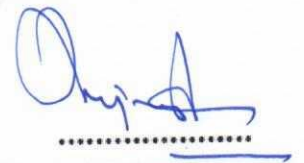
Further it is observed that Authority is aware of the fact this project is funded by SWAMIH Investment Funds. There are several other litigations pending before Authority against same promoter and project. Respondent in those complaints have taken the plea that project is now being financed by SWAMIH Investment Funds. Construction of phase 1 is near completion. Authority is of the view that project is likely to be completed. Therefore, keeping in view the interest of allottee as well as the builder, prayer of the complainant is allowed.

5. In view of forgoing discussions, Authority would dispose of the present complaints with an order that possession of booked apartments shall be delivered

by the respondent-promoter to the allottees as and when they complete the project and obtain occupation certificate from authorities concerned. However, since inordinate delay has already been caused, respondent-promoters are ordered to pay upfront interest to all the allottees as per provisions of Section 18 of the RERA Act, 2016 and Rule 15 of RERA Rules, 2017.

Authority has got the interest payable to the complainant calculated from its Accounts Branch which works out to Rs. 11,94,952/-. Upfront interest has been calculated from the due date of offering possession i.e., 09.11.2018 upto the date of passing this order i.e. 13.07.2022 at the rate of 9.70% (SBI MCLR). Complainant would be entitled to monthly interest for each month of further delay caused which works out to be Rs. 27,583/-. It is added that if any lawful dues remain payable by the complainants to the respondent, the same shall remain payable and can be adjusted against delay interest payable by respondent-promoter.

7. Disposed of in above terms. File be consigned to record room.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]