



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1428 OF 2020

Pawan Arora

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

Rajan Gupta
Dilbag Singh Sihag

Chairman
Member

Date of Hearing: 16.08.2022

Hearing: 9th

Present: - Mr. Bharti Gupta, Learned Counsel for the complainant through video conference
Mr. Pawan Arora, complainant in person

Ms. Rupali S. Verma, learned counsel for the respondent through video conference

ORDER (RAJAN GUPTA – CHAIRMAN)

Case of the complainant is that he had derived his rights through Mrs. Ram Piari who had booked a residential plot admeasuring 250 sq. yards on 15.03.2011 in the Present and Future project named “Parsvnath City Karnal” bearing plot No.C-228, Block A. Respondent had issued allotment letter to the original allottee Mrs Ram Piari dated 09.02.2014. A copy of allotment letter is annexed as Annexure C-2. The original allottee Mrs. Ram Piari sold

her booking rights in the plot in favour of Shri Pawn Arora on 23.04.2014 and copy of endorsement is annexed as Annexure C-5 and Annexure C-6. It has been stated by complainant that payment plan for the plot was time linked payment plan. Plot-Buyers Agreement was executed between the complainant and respondent on 12.07.2014. A copy of agreement is annexed as Annexure C-7. Complainant has paid ₹ 25,31,334/- against the basic sale price of ₹ 20,09,280/- till 01.11.2014. A copy of receipts of payments are annexed as Annexure C-3, C-4, C-5, C-6, C-8, C-9, C-10, C-11 (colly) with the complaint.

2. It has been further stated that as per clause 10(a) of Plot-Buyer Agreement dated 12.07.2014, possession was to be delivered within 24 months from the date of agreement which works out to be 12.07.2016. But, possession of the plot has not been handed over till date. Respondent has failed to fulfil its contractual obligations and not delivered possession of the plot within agreed time period. Therefore, complainant has sought relief of possession of plot along with delay interest for the period of delay caused in handing over the possession.

3. Respondent filed his reply on 08.02.2021. Respondent has admitted execution of plot buyer agreement on 12.07.2014 and payment of ₹ 25,31,334/-. He further stated that complainant has opted for time linked payment plan to pay further instalments. However, he has argued that complainant has defaulted in making timely payments and various reminders



dated 05.06.2014 and 08.07.2015 were issued to him for making payment but he never replied to any of the reminder letters. Copies of reminder letters are annexed as Annexure R-1(colly). Respondent has further submitted that due to pending revision of layout plan, non-renewal of license and certain other force majeure conditions, they were not able to offer possession to the complainant. However, colony has been developed and all necessary facilities are available except sewerage treatment and permanent electricity connections. It has been further stated that the offer of possession has already been offered to the complainant along with final statement of accounts.

4. During the course of hearing dated 11.11.2021, learned counsel for respondent informed the Authority that offer of possession has already been made to the complainant. Complainant has further submitted in the court a copy of offer of possession dated 30.06.2021. Along with offer of possession letter, he has submitted the customer ledger sheet, according to which she had paid the amount of ₹ 25,31,334/- till 01.11.2014 to the respondent. Final statement of accounts and affidavit cum undertaking has also been attached along with the offer of possession and the same was placed on record before Authority on 11.11.2021. On 11.11.2021, during the course of hearing, complainant had alleged that she was forced to execute such affidavit cum undertaking which contains unjust and unreasonable conditions which are not acceptable to complainant. Therefore, Authority vide order dated 11.11.2021 had directed the respondent to handover possession of the plot



without insisting on any such undertaking as it may jeopardize complainants' rights vested in terms of the agreement already executed between the parties. However, respondent has not complied with the orders of the Authority till date. They are in complete defiance of orders of the Authority.

5. Today, during hearing, learned counsel for complainant stated that even after the express orders of the Authority 11.11.2021, 14.12.2021 and 07.04.2022, the respondent has not handed over the possession till date. Therefore, he requested Authority to direct respondent to handover the possession as per the previous orders.

6. Learned counsel for the respondent on the other hand, stated that project is fully complete and they have offered the possession to many allottees in the same project. She further stated that respondent has offered possession to the complainant in 2021 but the same was not accepted by him till date.

7. On the perusal of written submissions of both the parties and after hearing the detailed arguments of both counsels, Authority observes that admittedly offer of possession was made to complainant on 30.06.2021 along with final statement of accounts without incorporating delay interest for delay in handing over possession. At that time, provisions of RERA Act were applicable and hence respondent was liable to pay delay interest to the complainant and incorporate the amount of delay interest in the final



statement of accounts issued to the respondent. Since, respondent did not incorporate the delay interest in its final statement of accounts, said offer can't be said to be a valid offer of possession. Therefore, Authority reiterates the order dated 11.11.2021 and directs the respondent to issue the fresh offer of possession within 45 days along with fresh statement of accounts incorporating therein delay interest accrued for delay in handing over the possession.


In regard to execution of affidavit cum undertaking and indemnity by complainant, Direction of the Authority in order dated 11.11.2021 has to be followed and no such document needs to be executed by complainant. Accordingly, Authority directs the respondent to handover possession of the plot without insisting on any such undertaking.

8. Authority has got calculated delay interest from deemed date of possession i.e., 12.07.2016 till the date of passing the order i.e., 16.08.2022 at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.00% (8.00%+2.00%). Accordingly, delay interest which has got calculated by the Accounts Branch of the Authority works out to ₹ 11,64,639/- except EDC & IDC charges.



If respondent fails to handover the possession within 45 days, then he will be liable to pay further monthly interest to the complainant till actual handing over of possession which works out to ₹ 16, 212/- per month.

9. **Disposed of.** File be consigned to record room after uploading of this order on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]