



Complaint No. 159 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 159 OF 2019

Antar Singh Kohli

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM: Anil Kumar Panwar
Dilbag Singh Sihag**

**Member
Member**

Date of Hearing: 10.10.2019

Hearing: 5th

Present: - Ms. Arpita Mandal, Counsel for the complainant

Ms. Rupali S. Verma, Counsel for the respondent

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. Learned counsel for the respondent files his reply with regard to amended complaint and a copy of the same has also been supplied to the complainant in the court itself. Complainant's case is that he entered into a flat buyer agreement with the respondent on 02.04.2013 for purchasing a pre-launch resale flat bearing no. T10-503 having an area of 1855 sq.ft. in a project named 'Parsvnath Pleasant Dharuhera' to be developed by respondent. So, documents relating to change of right to purchase said flat from Mr. Devesh Aggarwal to present complainant were executed on 07.09.2013. Complainant was informed vide letter dated 15.10.2013 that his unit was being shifted from T10-503 to T16-602 of the same project as Tower 16 would be completed at early date and accordingly amount already deposited by him was adjusted against the payment of flat in Tower 16. Complainant had paid a sum of Rs. 12,25,957/- till January 2014 against the basic sale price of Rs. 33,39,000/-. Respondent was required to hand over the possession within 36 months with a further grace period of 6 months as per flat buyer agreement executed between the parties. Since FBA was executed on 02.04.2013, period for delivery of possession had already been expired but he did not get offer of possession or refund of paid amount.



Therefore, complainant prays for refund of Rs. 12,25,957/- deposited by him along with interest @18% p.a.

2. Learned counsel for the respondent admits the payment of Rs. 12,25,957/- by the complainant but contends that delay in completing the project is not intentional, rather it was due to various reasons beyond the control of respondent company. Respondent company has been putting its best endeavour to complete the project at earliest and accordingly hand over possession of flats to the respective buyers. Respondent is also willing to offer an alternate property to the complainant subject to mutual consent of both parties and availability of alternate flat.

3. Considering the written and verbal pleading of both parties, Authority observes that respondent has already shifted flat of the complainant from Tower 10 to Tower 16 on the pretext that it would be completed sooner and again pleaded to offer an alternate flat to the complainant. Such conduct of the respondent itself proves that he has no intention to complete the project and hand over possession of the booked unit to the complainant rather only misleading the complainant. So, Authority finds it to be a fit case to allow refund in favor of the complainant.

4. Hence, Authority directs respondent to refund amount of Rs. 12,25,957/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI

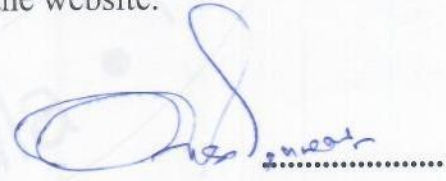


highest marginal cost of lending rate (MCLR)+ 2 % from the date amounts were paid till today. In view of above formula, total amount to be paid to the complainant is Rs.20,28,047/- as per detail given below in the table:

S.No.	Principal Amount	Date of payment	Interest Accrued till 10.10.2019
1.	Rs. 8,34,750/-	12.04.2013	Rs. 5,66,884/-
2.	Rs. 3,91,207/-	09.01.2014	Rs. 2,35,206/-
Total	Rs. 12,25,957/-		Rs. 8,02,090/-

He is further directed that fifty percent of the total sum payable to the complainant shall be paid within 45 days from the date of uploading of this order and the remaining in next 45 days, failing which will attract further penal interest to be decided by the Authority.

5. The complaint is, accordingly, **disposed of**. Files be consigned to the record room and order be uploaded on the website.



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]