



Complaint No. 605 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 605 OF 2019

Rakesh Bhargava

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

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

**Chairman
Member
Member**

Date of Hearing: 14.11.2019

Hearing: 7th

Present: - Mr. Vivek Sethi, Counsel for the complainant

Ms. Rupali S. Verma, Counsel for the respondent

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. Complainant's case is that in June 2008, he booked a flat in a project named 'Parsvnath Preston, Sonipat' being developed by the respondent. Flat buyer agreement (FBA) was executed between the parties on 08.08.2008 for flat bearing no. T2-1002 on 10th floor having an area of 1310

sq.ft. Complainant had paid Rs. 15,68,372/- till May 2018 against the basic sale price of Rs. 23,90,000/-. Complainant received a letter from respondent on 29.06.2015 inviting objections on revision of building plan. He then wrote an application dated 24.07.2015 to Sr. Town Planner Office, Rohtak protesting such revision of building plan as his tower was shifted from T2 to T5 without his consent and praying that respondent be directed to pay him compensation before he can accord his consent to said change. Respondent was required to hand over possession of the booked property within 36 months with a further grace period of 6 months as per FBA executed between the parties. The period for delivery of possession had already been expired but he did not get offer of possession or refund of paid amount.

Learned counsel for the complainant apprises the Authority with help of photos of project that bare structure is constructed at site. He further states that it's been almost 11 years from date of execution of FBA, the project is not completed yet and there is no possibility that it will be completed in near future, therefore he has approached this Authority seeking relief refund of amount already deposited along with interest and compensation.

2. Learned counsel for respondent avers that complainant had booked flat in June 2008 and opted for EMI subvention scheme but later on he requested to convert his scheme into construction linked plan. Said letter is annexed as Annexure R2 in reply file. Respondent admits that the complainant

had paid Rs. 15,68,372/- but contends that he had been a constant defaulter in making payments of instalments in accordance with payment schedule. Further, learned counsel for the respondent states that his unit was relocated from T2 to T5 due to certain modifications in building plan and he was duly informed about the same vide letter dated 29.04.2017. Moreover, delay in completing the project is not intentional, rather it was due to various reasons beyond the control of respondent company. Project is registered with RERA vide registration no. 332 of 2017 dated 28.08.2017 and respondent company has been putting its best endeavour to complete the project on or before December 2019 as per the RERA Registration Certificate and accordingly hand over possession of flats to the respective buyers.

3. Considering written and verbal pleading of both parties, Authority observes that respondent has already shifted flat of the complainant from one tower to another on the pretext that it would be completed sooner. But as already conceded by respondent in earlier hearing that the project consists of 6 towers but no construction has started in Tower no. T1, T2 and T3, however, 40% of super structure upto 4th floor has been constructed in towers T4, T5, and T6; therefore, the Authority is of the considered opinion that respondent would not be in a position to honor his commitment of completing the project by December 2019 and looking into the status of project, it doesn't appear to Authority that the project will see light of the day.



So, Authority finds it to be a fit case to allow refund in favor of the complainant.

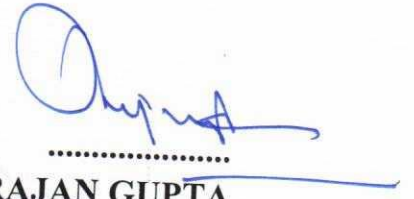
4. Hence, Authority directs respondent to refund amount of Rs. 15,68,372/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % from the date amounts were paid till today. In view of above formula, total amount to be paid to the complainant is Rs.24,53,171/- as per detail given below in the table:

S.No.	Principal Amount	Date of payment	Interest Accrued till 14.11.2019	TOTAL
1.	Rs. 1,49,558/-	30.06.2008	Rs. 1,77,732/-	Rs. 3,27,290/-
2.	Rs. 99,117/-	07.08.2008	Rs. 1,16,773/-	Rs. 2,15,890/-
3.	Rs. 2,00,000/-	01.08.2008	Rs. 2,35,970/-	Rs. 4,35,970/-
4.	Rs. 1,01,025/-	13.01.2009	Rs. 1,14,422/-	Rs. 2,15,447/-
5.	Rs. 50,000/-	13.01.2009	Rs. 56,630/-	Rs. 1,06,630/-
6.	Rs. 2,73,144/-	20.09.2017	Rs. 61,466/-	Rs. 3,34,610/-
7.	Rs. 2,14,144/-	13.01.2018	Rs.41,139/-	Rs. 2,55,283/-
8.	Rs. 1,33,620/-	30.12.2017	Rs. 26,205/-	Rs. 1,59,825/-
9.	Rs. 3,47,764/-	17.05.2018	Rs. 54,462/-	Rs. 4,02,226/-
Total	Rs. 15,68,372/-		Rs. 8,84,799/-	Rs. 24,53,171/-

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Respondent 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.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]