



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 133 OF 2019

Ajit Singh Dahiya

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

2. COMPLAINT NO. 780 OF 2019

G P Aggarwal

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

Rajan Gupta

Chairman

Anil Kumar Panwar

Member

Date of Hearing: 07.11.2019

Hearing:

6th (in complaint no. 133 of 2019)

3rd (in complaint no. 780 of 2019)

Present: -

Mr. Vikasdeep, Counsel for the complainants

Ms. Rupali S. Verma, Counsel for the respondent

ORDER (ANIL KUMAR PANWAR - MEMBER)

1. There is no dispute between the parties in the above captioned complaints that the complainants have already paid to the respondent approximately 95% of the basic sale price of the shops which they had booked in his project named "Parsvnath City Centre, Sonapat". Equally indisputable is the fact that the respondent, as per the buyer's agreement entered between the parties, was under an obligation to offer possession of the shops within 36 months plus 6 months grace period and said period has already lapsed.

2. The complainants' grievance is that the respondent had agreed to pay them monthly assured return at the end of every quarter with effect from 01.01.2011 till the date on which possession is offered but he had paid such returns for some time and has committed default in payment of remaining returns. The details of already paid and outstanding amounts are disclosed in the following table: -

S.No.	Complaint. No.	Total Amount paid by complainant	Amount payable as Monthly assured returns to complainant	Last date by which monthly assured returns were paid
1.	133 of 2019	Rs.19,48,450/-	Rs. 35,721/-	September 2015
2.	780 of 2019	Rs.15,29,500/-	Rs. 28,041/-	January 2015

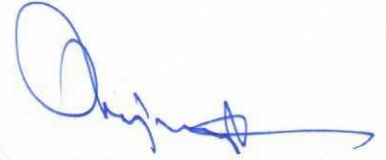


3. The respondent has not disputed the amounts which complainants had already paid to him, the amount of monthly assured return which he had promised to them and the dates upto which such returns were actually paid. The respondent's plea regarding outstanding monthly returns is that he will pay the same to the complainants within 6 months and will hand over possession of the shops within 8-9 months.
4. So, the Authority directs the respondent to pay the amount of outstanding returns latest by 03.06.2020, failing which he will entail the liability of paying compensatory interest @ 14% per annum on the unpaid amounts from the date such amounts became payable to the date on which the same is actually paid to the concerned complaint.
5. It deserves to be mentioned that the respondent had been deducting TDS on the amounts payable to complainants as monthly assured returns till March, 2018 and had also issued them TDS Certificates. Deduction of TDS without remitting the payment of the due amounts to the concerned complainant was illegal and unjustified. So, the Authority directs the respondent not to deduct any further TDS from the amounts payable to the complainants till March, 2018. He will however be entitled to deduct TDS on the amounts payable after March, 2018. The respondent will himself bear the burden of depositing TDS amount, if it is liable to be deposited afresh with the Income Tax Department in respect of the amounts of assured returns payable till March, 2018 provided that the complainant concerned in his ITR



(Income Tax Return) had not claimed refund of wrongly deducted TDS amount. The complainant shall therefore send his affidavit to the respondent within two weeks clarifying as to whether or not he had claimed refund of the wrongly deducted TDS.

6. **Disposed of.** Files be consigned to record room and order be uploaded on the website of the Authority.



.....
RAJAN GUPTA
[CHAIRMAN]



.....
ANIL KUMAR PANWAR
[MEMBER]

