



Complaint No. 701 of 2019

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 701 OF 2019

Tulsi Ram Sharma

....COMPLAINANT

VERSUS

ZNR Builders & Developers Pvt. Ltd.

....RESPONDENT

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

**Chairman  
Member  
Member**

**Date of Hearing: 21.01.2020**

**Hearing: 6<sup>th</sup>**

**Present: - Mr. N.K Sharma, Counsel for the Complainant.  
Mr. Rajesh Goswami, Counsel for the Respondent.**

### **ORDER (RAJAN GUPTA - CHAIRMAN)**

1. The complainant's case in brief is that he had booked a flat no. T1 5-B having an area of approx. 1700sq. ft in the project named Sai Vatika Apartment in Faridabad under an agreement with M/s ZNR builder Pvt Ltd. Total sale consideration of the flat was Rs.31,30,500/- against which the

complainant has already paid an of Rs. 30,66,479 /-. Flat Buyer's agreement was executed on 21<sup>st</sup> March 2011 between complainant and respondent/promoter. As per agreement, the possession of the said flat was to be delivered within a period of 36 months plus 9-months grace period which comes to 20.03.2014 whereas the letter of offer of possession was issued by the respondent on 31<sup>st</sup> October 2015 along with additional demand of Rs. 12,59,892/- on account of EEDC, VAT, interest delay payments etc. The complainant disputes the afore-mentioned demand and prays for possession of the flat.

2. Learned counsel for respondent submitted that, after receiving occupation certificate, he had offered possession of the flat to the complainant on 21.10.2015 but the complainant did not accept the said offer. The respondent further submitted that completion certificate had also been received on 23.06.2017 and the maintenance of project has been handed over to the resident welfare association. He stated that the demands raised by him from the complainant at the time of offer of possession were in consonance with the terms and conditions of builder buyer agreement and no demand was raised beyond the agreement. Today, he submitted statement of account of payables and receivables before the Authority and same were taken on record.

3. Learned counsel for the respondent apprised the Authority today that the total amount payable by the complainant on account of VAT charges was



Rs. 2,00,000/-, however, now the respondent, has reduced the said amount to Rs 91,000/- as per law to which the complainant agrees.

4. After considering written as well as oral averment of both the parties, the Authority observes and orders as follows -

(a) The demand on account of EEDC together with interest amounting to Rs. 3,72,180/- raised by the respondent should be withdrawn because this matter is sub judice before the Hon'ble High Court. Any demand in this regard can be raised only after a decision by the Hon'ble High Court. However, in case hon'ble High court orders that EEDC is payable, the complainant shall be bound to pay the same on demand by the respondent.

(b) The Authority directs the complainant to pay the remaining outstanding amount of Rs. 7,78,712/- on account of administrative charges, Labour cess, solar water heater, STP, Firefighting, electricity meter, fencing charge, VAT, service tax, service tax on additional charge, AUS facilities, Stamp duty, registry to respondent within 30 days of uploading of the order.

5. The Authority directs the complainant to pay the outstanding amount of Rs. 7,78,712/- along with interest @ 10.45% p.a (from 01.12.2015 to 06.03.2019) which comes to Rs.10,44,241/- to the respondent. The respondent is directed to pay delay compensation to the complainant from deemed date



of possession i.e. 20.03.2014 to actual date of possession i.e. 31.10.2015 which comes to Rs. 5,18,861/-. These dues shall be cleared by both the parties within 45 days from the date of uploading of this order. Further, the respondent shall handover physical possession of the flat to the complainant within 15 days from the date of clearance of dues.

Case is **disposed of** in above terms. File be consigned to the record room after uploading of the order on the website of the Authority.



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**RAJAN GUPTA**  
**[CHAIRMAN]**



.....  
**ANIL KUMAR PANWAR**  
**[MEMBER]**



.....  
**DILBAG SINGH SIHAG**  
**[MEMBER]**