

HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

Complaint. No. 304/2018-

Amit Balhara

Versus

Parsvnath Developers Pvt. Ltd.

Complaint. No. 305/2018-

Kuldeep Singh

Versus

Parsvnath Developers Pvt. Ltd.

Complaint. No. 306/2018-

Krishan Malik

Versus

Parsvnath Developers Pvt. Ltd.

Complaint. No. 316/2018-

Prakash Chander

Versus

Parsvnath Developers Pvt. Ltd.

Date of Hearing:

25.10.2018

Coram: -

Shri Anil Kumar Panwar, Member.

Shri Dilbag Singh Sihag, Member.

Appearance: -

Sh. Ramesh Malik, Advocate for Complainant in
Complaints No- 304,305,306/2018

Sh. Anuj Sood, Advocate for Complainant in Complaint
No- 316/2018

Sh. Shekhar Verma, Advocate for Respondents

ORDER: -

1. All bunch of cases being identical; lead Complaint Case No. 304/2018 titled as Sh. Amit Balhara Versus M/s Parsvnath Developer Ltd. was taken up to be decided on merits.
2. From the perusal of office record, it is revealed that the complainants had purchased a residential plot bearing No. D-192 having an area of 300 sq. yards in the project named "Parsvnath City" in Sector-33 & 33-A, near IMT, Rohtak and accordingly buyers agreement was executed on 16.11.2011. As per this agreement, the booked plot with complete internal development works was to be handed over within 24 months from the date of signing of the agreement. In case of delay in possession of plot beyond the period stipulated subject to force majeure and other circumstances as mentioned under clause 8(a) the developer shall pay to the buyer compensation @ of Rs. 12/- per sq. mtr. of the plot area per month for the period of delay. The compensation date of this plot was November, 2011 considering above provision of the agreement, developer-respondent fails miserably in handing over the possession of the booked plot even after five years from the date of his commitment. In view of above lapse, he has incurred huge losses as he had already made almost hundred percent of the payments demanded by



demand by the promoter-respondent. In view of above, he made prayer for immediate handing over the possession of the plot without any further delay along with a compensation as per clause 8(c) of the agreement. He further made a prayer that the promoter-respondent may be fined with a penalty ten percent of the project cost as per the provision of Section 59 of the Real Estate (Regulation and Development) Act, 2016, on account of non-registration of project as required under Section 3(1).

3. In the previous hearing of the case i.e. on 19.09.2018, the Authority had passed an order imposing cost on the respondent @ Rs. 48000/- for not filing written statement within stipulated time and to pay further cost of Rs.2000/- payable to the complainants and Rs.5000/- payable to the Authority for seeking further adjournments. This cost was paid by the respondent on earlier hearing i.e. on 17.10.2018 but not filed reply yet.

4. Today, the respondent, Sh. Sanjeev Jain was present in person and stated that he will complete all necessary formalities to get his license renewed in next three months and would be in a position to get his layout-cum-demarkation plan released from the Director, Town and Country Planning and accordingly, will hand over the possession of the allotted plots to the complainants before 31.03.2019.

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5. Ld. Counsel of the complainants expressed his apprehensions, since respondent had given many times such assurances to them. They had deprived of their huge amount without getting possession of the booked plots or compensation has not in a position to construct their respective houses. The cost of construction of the houses had been increased substantially during last 5 years. They had been ruined by the respondent/promoter. Respondent/ promoter Sh. Sanjeev Jain made definite assurance before the Authority to hand over the booked apartment by March, 2019 and complainants would be compensated by paying the interest component or any other relief to be given by the Authority.

6. Considering the assurance given by respondent, Sh. Sanjeev Jain, Managing Director, following directions has been given by the Authority:-


- a) The respondent shall handover the possession of allotted plots to the complainants on or before 13.04.2019 with supporting infrastructure (developed as per service plan estimated by the department) after obtaining completion certificate from the competent authority.
- b) The respondent shall also issue financial statements to the complainants highlighting total amount received from the complainants, interest charged, if any, from the allottees for delay payment and such interest component should not be




more than 9 percent and the interest component which is to be given to the complainants on account of extra ordinary delay in handing over the possession of said plots.

- c) The respondent shall also bear additional liabilities, if any, to be decided by this Authority on account of non-discharge of promoter's obligations under Section 11(4) of the Act, in case, respondent fails to comply with above directions and Authority will further initiate legal action against the respondent-promoter under Section 63 of the Real Estate (Regulation and Development) Act, 2016.

The case is **disposed of** in the above-mentioned terms. The file be consigned to record room.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member