

HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

Complaint. No. 284/2018

M/S Greenview Land & Buildcon Ltd.

...Complainant

Versus

M/S Parsvnath Developers Ltd.

...Respondent

Date of Hearing: 25.10.2018

Coram: -

Shri Anil Kumar Panwar, Member.

Shri Dilbag Singh Sihag, Member.

Appearance: -

Sh. Sunny Deep Juneja, Advocate for Complainant.

Sh. Sanjeev Jain alongwith Advt. Sh. Shekhar Verma, for Respondent.

ORDER: -

1. The complainant company had booked four flats in the project "Parsvnath Royale", Panchkula comprising super area 1740/1780 sq. ft. Since no development was seen, the complainant surrendered 3 flats to the respondent and the amount paid for the said flats was adjusted against 4<sup>th</sup> flat. The flat buyer agreement was executed on 08.10.2011. The complainant

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paid an amount of Rs. 51,60,380/- till date which constitutes 90% of total amount and includes interest component as well. The respondent had also charged EDC/IDC from complainant. The respondent failed to hand over the possession of the flat within 36 months in terms of buyers agreement entered with the complainant. The complainant further intimated that he had also approached the Haryana Consumer Dispute Redressal Commission for refund of amount paid but the same was Dismissed as withdrawn with liberty to file it in appropriate forum.

2. The complainant has now prayed for the refund of entire amount paid along with interest considering the extra ordinary delay on the part of the respondent in completing the project and hand over the booked apartment to him.

3. From the perusal of the record, it is revealed that in the previous hearing, a cost was imposed on respondent for delay in filing written statement. The Ld. Counsel for the respondent stated that he had already filed his written statement in time showing a copy of receiving of the office of the Authority and further prayed for waiving of cost imposed on him by the Authority for delay in filing reply. The same was allowed by the Authority considering the relevant office record and cost was waived of.

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4. The respondent submitted in his written statement that the project would be developed in terms of statutory approvals granted by the Competent Authority. RERA Authority has already issued registration of the project vide registration no. HRERA-PKL-16-2018 dated 19.06.2018. All the statutory dues including EDC/IDC had been paid to Competent Authority. The respondent further submitted that there was no intentional delay on his part. He is willing to compensate complainant for the delayed period as per agreement.

5. The respondent's Ld. counsel stated that Tower of the project wherein complainant's flat was allotted, is almost complete and he will hand over the possession of the flat to the complainant latest by March, 2019 after obtaining necessary occupation certificate from the Competent Authority.

6. Ld. Counsel of the complainant expressed his apprehensions, since respondent had given many times such assurances to him. He had deprived of his huge amount without getting possession of the booked in time or any compensation, He had been ruined by the respondent/ promoter completely. Respondent/ promoter Sh. Sanjeev Jain made definite assurance before the Authority to hand over the booked apartment by March, 2019 and

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complainant would be compensated by paying the interest component or any other relief to be given by the Authority.

Considering the assurance given by respondent, following directions have been given by the Authority:-

- a) The respondent shall handover the possession of allotted plot to the complainant on or before 13.04.2019 with supporting infrastructure (developed as per service plan estimated approved by the department) after obtaining occupation certificate from the Competent Authority.
- b) The respondent shall also issue financial statements to the complainant highlighting total amount received from the complainant, interest charged, if any, from the allottee for delay payment and such interest should not be more than nine percent and interest amount, respondent is liable to pay to the complainant on account of extra ordinary delay in handing over the possession of said plot in view of the provision of Rule 15 of The Haryana Real Estate (Regulation and Development) Rules, 2017. This interests starts from the date of handing over of possession of flat to the complainant mentioned in agreement executed with the complainant till the date of handing over of possession of flat to the complainant.
- c) Looking to the previous conduct of the respondent in not handing over the possession after obtaining occupation certificate, which could not be obtained due to non-clearance of dues payable to the Government, the Authority further observes

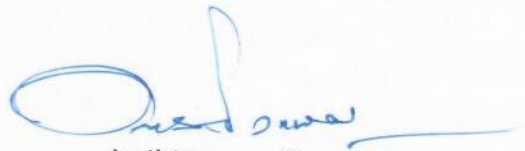
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that respondent on his failure to handover the possession by March, 2019, will be liable to refund the already paid amount to the complainant within 45 days and in case he commits default to make payment within the said period, he will thereafter be liable to pay interest on the amount @ 18 percent per annum till the actual realization of the amount.

- d) 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 the 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** accordingly. The file be consigned to record room.

  
Dilbag Singh Sihag  
Member

  
Anil Kumar Panwar  
Member