



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 41 OF 2020

Ramesh Sehgal HUF

...COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

**Anil Kumar Panwar
Dilbag Singh Sihag**

**Member
Member**

Date of Hearing: 30.09.2020

Hearing: 5th

Present: - Mr. Vikas deep, Counsel for the complainant through video conference

Ms. Rupali S. Verma, Counsel for the complainant through video conference

ORDER (ANIL KUMAR PANWAR - MEMBER)

1. Complainant in the present case has already paid to the respondent an amount of ₹9,64,597/- which amounts to approximately 95% of the basic sale price of the shop which he had booked in respondent's project named "Parsvnath City Centre, Sonapat". As per the buyer's agreement

entered between the parties, respondent was under an obligation to offer possession of the shops within 36 months plus 6 months grace period and said period has already lapsed but he had failed to offer the possession of the shop till date.


2. Ld. counsel for the complainant states that the respondent as per supplementary agreement executed between the parties on 20.08.2011 had agreed to pay the complainant monthly assured returns of an amount of ₹16,019/- p.m. at the end of every quarter with effect from 01.02.2011 till the date of offering possession but he had paid such returns till March 2015 and has thereafter committed default in payment of remaining returns. He further apprised the Authority that the issues and controversies involved in present case are of similar nature as in complaint case nos. 133 of 2019 & 780 of 2019 which have already been decided by the Authority. So, the present case may also be disposed of in same terms.


3. The respondent on the other hand has not disputed the amounts which complainant had already paid to him, the amount of monthly assured return which he had promised to pay 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 complainant within 6 months and company has been putting its best endeavors to complete the project and hand over the possession.



4. After hearing both parties and perusing the material on record, the Authority confirms its opinion given on last date and observes that the respondent is liable to pay monthly assured returns to the complainant as per the supplementary agreement executed between the parties, till the possession of the unit is actually handed over to the complainant. The amount of outstanding monthly assured returns payable till 30.09.2020 works out to ₹10,57,254/-. The respondent on account of delay on his part to pay the said amount on time had also incurred the liability of paying interest on said amount as per provisions of Rule 15 of HRERA, Rules and the amount of interest on calculation works out to ₹2,58,307/-. So, the total liability of respondent in respect of outstanding arrears of assured returns comes to ₹13,15,561/- (principal+ interest). The respondent is therefore directed to pay the amount of ₹13,15,561/- within 90 days of uploading of this order and shall also continue to pay it till possession is actually handed over.

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


ANIL KUMAR PANWAR
[MEMBER]


DILBAG SINGH SIHAG
[MEMBER]