



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 526 OF 2020

Kiran Khyalia & Anr.

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 12.11.2020

Hearing: 3rd

Present: -

Ms. Rubai J. Singh, Ld. counsel for the complainants through video conference

Ms. Rupali Verma, Ld. counsel for the respondent through video conference

ORDER (DILBAG SINGH SIHAG - MEMBER)

1. Initiating her arguments, ld. counsel for the complainants stated that complainants are seeking possession of the flat bearing no. T4-202 which

was booked in the year of 2010 in project named 'Parsvnath Royale, Panchkula' being developed by the respondent promoter. Complainants had already made a payment of ₹53,68,989.92/- against basic sale price of ₹57,85,000/-. Out of paid amount, an amount of ₹9,15,000/- had been paid to RealPro Assets towards booking of the said apartment on behalf of respondent promoter. As per flat buyer agreement executed between the parties on 27.01.2011, respondent was under an obligation to hand over the possession of the plot by 27.07.2014, but he has miserably failed to do so even after lapse of almost seven years. Nevertheless, a letter of offer for fit outs was issued by the respondent promoter on 30.09.2019 to them but the same was contested by the complainants on the ground that project is yet to be completed as per assurances given by the respondent promoter. She further stated that more than nine years have been gone from date of agreement and project is still incomplete. So, they have been cheated by the respondent promoter. Since, both the complainants are retirees and are compelled to live in rental house, therefore, they may be awarded upfront payment of delayed interest accrued till date for extra ordinary delay in handing over the possession of booked apartment as per Rule 15 of HRERA, Rules 2017 to mitigate their financial crisis.

2. On the other hand, respondent in his reply has only admitted payment of ₹44,62,389/- from the complainants against claimed amount of

₹53,68,989.92/- by the complainants. Ld. counsel for the respondent stated that towers T1, T2, T3 and T4 are almost complete and application for part occupation certificate for tower T1 and T2 has been made. Respondent is putting his best efforts to complete towers T3-T4 as well and will make an endeavour to offer the possession of the booked unit to the complainant within six months. However, offer for fit outs was made to the complainants on 30.09.2019, so the complainants shall take the possession of the unit and get it completed as per their wish. With regard to payment of delayed interest, respondent has already compensated the complainants for the same and final statement of accounts have been issued along with letter for fit outs. As per these statements of accounts, an amount of ₹5,69,600/- has been calculated by the respondent promoter without mentioning whether they have calculated this amount as per Rule 15 of HRERA Rules, 2017. Therefore, the same have been got verified from the office and as per office, this amount is ₹26,13,607/- till 12.11.2020. Thus, statement of accounts given by respondent is not in conformity with Rule 15 of HRERA Rules, 2017 and hence the same is unacceptable to the complainants as well as the Authority. Respondent promoter is deliberately creating confusion again and again regarding payment of delay interest. Therefore, he is again directed not to play with the Authority deliberately otherwise he will be liable to face exemplary cost.

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3. After hearing both the parties and going through their respective written submissions, Authority observes that delay in this case in handing over the possession of about seven years is absolutely extra ordinary delay. Moreover, respondent has further asked atleast six months to complete T1-T4 with Occupation Certificate. Therefore, Authority does not have any hesitation to award upfront delay interest of ₹26,13,607/- as calculated by this office on principal amount of ₹44,62,389/- and for delay caused from deemed date of possession i.e. 27.07.2014 (as mentioned in complaint book) till date and directs the respondent promoter to pay said amount of ₹26,13,607/- to the complainants before the next date hearing. Authority further directs that respondent promoter may take all possible measures to meet the deadline of completion of these four towers T1-T4 and accordingly get Occupation Certificate before offering possession to the allottees.

4. Now, moot question arises with regard to amount of ₹9,15,000/- Said amount has been received by RealPro Assets as per submissions made by Id. counsel for the complainant. Complainant^{and} is therefore, directed to prove with supporting documents that this amount has been received by RealPro Assets on behalf of the respondent.

Similarly, respondent promoter is also directed to prove on next date of hearing that said amount has not been received by RealPro Assets on their

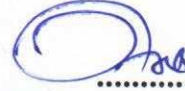


behalf and said real estate agent has never been assigned any type of booking job by them.

5. With these directions, case is adjourned to 14.01.2021.



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RAJAN GUPTA
[CHAIRMAN]



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ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]

