

**BEFORE HARYANA REAL ESTATE REGULATORY
AUTHORITY, PANCHKULA.**

Complaint No.-570/2018

Date of Hearing: 29.11.2018

U. C Sharma

...Complainant

Versus

Parsvnath Developers Ltd.

...Respondent

CORAM: -

Shri Rajan Gupta

...Chairman

Shri Anil Kumar Panwar

...Member

Shri Dilbag Singh Sihag

...Member

APPEARANCE: -

Sh. Manoj Chadha

...Counsel for Complainant

Sh. Amit Mittal

...Representative of Respondent

ORDER: -

During the hearing dated 14.11.2018, learned counsel for complainant had stated that he has not received the copy of the reply. The same was supplied. The matter was adjourned for today for arguments.

2. Complainants are husband and wife. Their case is that relying upon reputation of respondent they had purchased a villa measuring 1375 sq. ft. in the project named "Elite Floors", Dharuhera on 31.05.2008. The Villa buyer agreement was executed on the same date i.e. on 31.05.2008. As per payment plan, total payable amount was Rs.39,69,000/-. The complainant has paid an amount of Rs.37,98,500/- up to 26.06.2008. As

per agreement 5% of the total amount was payable after possession. As per clause 8(a) of the agreement, developer was to complete the project within 24 months from the date of commencement of construction, but construction has not been commenced and possession has not been offered till date. The complainant seeks refund of the amount.

4. Complainant verbally submitted that he is now 69 years old now and has been waiting for the apartment for the last 10 years. He cannot wait any longer. Now the complainant is not interested in taking possession of the villa, therefore, he prayed for refund of entire amount paid by him along with interest; compensation for deficiency in services; damages on account of mental agony; litigation cost incurred by him or any other relief which the Authority may deem fit.

5. On the other hand, respondent had submitted in his written statement that Mr. U.C. Sharma and Mrs. Rama Sharma had booked a villa in the respondent's project on 27.04.2008 voluntarily. They availed of 2% discount i.e. Rs. 90,000/- on the basic sale price. Respondent company had planned to develop a composite project on the land admeasuring 112 acres consisting of plots, villas and group housing. They had obtained a license No.129-132 and 134-138 of 2007 from the competent authority and also applied for renewal of the said license which is still pending with competent authority. As per clause 8(a) of the agreement, construction of the project would have been complete within

24 months from the date of commencement of construction after approvals of building plans etc. but the delay has been caused due to non-renewal of license which is pending with competent authority. Further, construction work of the project was commenced but due to global economic slowdown the project work could not be completed. Respondent company has been putting its best to complete the project in stipulated time by rescheduling the construction work. Respondent is willing to offer an alternate property to the complainant. The respondent further state that internal and external works of the Villa's is complete. Remaining development works would be completed within a period of 8-9 months, whereafter application for occupation certificate shall be filed and possession shall be offered. The respondent has also offered an alternate property to the complainant but the same is not acceptable to the complainant.

6. The Authority has considered the matter in detail. It observes that the Villa was booked by the complainant in the year 2008 and now even after a lapse of more than 10 years, a firm date for offer date of possession is not being indicated. The complainant was 59 years' old when he booked the apartment and now he is 69 years. Such a long delay in handing over the property defeats the very purpose of booking the same. This contract, for the reason of such in-ordinate delay, has got frustrated entirely on account of the default on the part of the



respondents. The complainant has paid more than 90% of the total sales consideration as the last over 10 years. The mental agony that the complainant may be going through can be well imagined that even after 10 years they are waiting for the property and end of their agony is still nowhere in sight.

7. In these circumstances, the authority has no hesitation in ordering the respondent to refund the entire money paid by the complainant along with interest @ provided for in Rule 15 of the HRERA Rules. The respondents are further directed to make the entire payment within a period of 90 days, 50% within 45 days and remaining 50 % in next 45 days.

8. Disposed of accordingly. File be consigned to the record room and orders be uploaded on the website of the Authority.



Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member



Rajan Gupta
Chairman

Sh. A.K. Panwar, Hon'ble Member vide his email dated 07.01.2019, has approved and consented to the above orders.

Dated:07.01.2019



Executive Director
HRERA, Panchkula