

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

**Date of Hearing: 19.12.2018**

**1<sup>st</sup> Hearing**

- 1. Complaint. No.919/2018** Smt Kusum Lata ...Complainant  
Versus  
Parsvnath Developers Ltd. ...Respondent
- 2. Complaint. No.927/2018** Arun Kumar ...Complainant  
Versus  
Parsvnath Developers Ltd. ...Respondent
- 3. Complaint. No.954/2018** Raj Bala Sangwan ...Complainant  
Versus  
Parsvnath Developers Ltd. ...Respondent

**Coral: -** Shri Rajan Gupta Chairman  
Shri Anil Kumar Panwar Member  
Shri Dilbag Singh Sihag Member

- Appearance: -**
1. Sh. Sushil Malhotra, Counsel for complainant in Complaint No.919/2018
  2. Sh. Ramesh Malik, Counsel for Complainant in complaint No.927/2018
  3. Sh. Vipin Pal Yadav, Counsel for complainant in complaint No.954/2018
  4. Sh. Pranay Malhotra, Representative of Respondent

**Order:**

All three complaints are against the same developers i.e. Parsvnath Developers Pvt. Ltd. and similar in nature and the facts. The facts of



Complaint No. 919 of 2018 titled Smt. Kusum Lata Versus Parsvnath Developers Ltd.is taken as lead case.

2. The case of complainant in brief is that he had purchased a plot bearing no. B-039 measuring 402 sq. yds in the project of respondent situated at Rohtak on 22.10.2009. Total sale consideration of the plot was Rs.20,04,975/- out of which complainant had paid Rs.18,04,478/-. He had submitted that he had made almost all basic prices of the said plot and EDC/IDC. Plot buyer agreement was executed on 21.03.2012. As per clause 8(a) of the agreement, the possession would be delivered within 24 months i.e. by March 2014. No possession has been offered till date. Complainant thus prayed for refund of amount at the rate of current market price of the plot along with interest and compensation for delay in handing over possession.

3. Whereas, the respondents submitted in his written statement that complaint is not maintainable for refund as the project would be completed shortly and possession will be offered soon after approval of layout plans, demarcation and zoning plans of the project by the competent authority. Delay was caused on his part due to acquisition of his land measuring 14.15 acres by HSIIDC and pendency in approval of revised lay out plans. He stated that the original allottee booked the plot on 22.10.2009 by paying Rs.2,62,000/- as booking amount and a plot B-039 was allotted to him. Original allottee transferred his rights and interests to second buyer on



28.04.2011 and further it was transferred in the name of complainant on 11.08.2012. There was no intentional delay on his part. Delay caused due to reasons beyond the control of the company. Basic infrastructure of the project has been developed and remaining work has been completed since 2014.

4. It is observed that the Authority has disposed another similar matter dated 25.10.2018 in **Complaint no-304/2018 titled Amit Balhara versus Parsvnath Developers Pvt Ltd**, the operative part of which is reproduced below:-

- i. The respondent shall handover the possession of allotted plots to the complainants on or before 31.03.2019 with supporting infrastructure (developed as per service plan estimated by the department) after obtaining completion certificate from the competent authority.
- ii. 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.
- iii. 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.



5. In addition, the Authority takes notice of the following facts relating to the project in question:-

- i) The respondents have launched a big project spanning over more than 130 acres of land at Rohtak. As per information submitted by them in the Project Section of this Authority, more than 700 plots out of total about 900 have been allotted. Most of the infrastructure in the project has been laid. However, it has run into troubles because of certain disputes between the State Govt. and the developers. About 15 acres land of the project was acquired for development of industrial estate by HSIIDC which necessitated preparation of fresh layout and demarcation plans. For variety of reasons the developers defaulted in the payment of EDC because of which his licence was not renewed. For that reason the revised plans were not approved. The dispute having become quite old, now the outstanding EDC amounts to over Rs.140 crores inclusive of interest. The developers have stated before this Authority that they are likely to apply for renewal of the licence again under new EDC relief policy of the State Govt.
- ii) Now the fate of the project and of the complainants hinges upon the respondents filing an application for renewal of licence and the State Govt. granting the renewal in time. If either of the parties defaults, the directions of this Authority will get flouted. While considering the issue relating to the registration of this project of the respondent certain directions had been issued by the Authority to the State Govt. for approval of the demarcation plan etc. so that the

allottees could be given possession of their plots. The Director, Town & Country Planning has chosen to approach the Hon'ble Appellate Tribunal against those orders of the Authority and the Hon'ble Appellate Tribunal has been pleased to grant a stay against the orders of the Authority. Compliance of the directions given to the respondent in this case would also depend upon the outcome of the proceedings before the Appellate Tribunal.

6. In the circumstances, the Authority directs respondent to hand over possession of plot by 30.04.2019, failing which they shall refund the already paid amount to the complainant along with interest at the rate prescribed under Rule 15 of the HRERA Rules 2017 within 60 days in two instalments of which first instalment shall be payable within 30 days from the date of default in handing over possession and remaining amount within next 30 days.

It also order that a copy of the this judgement be sent to Secretary and Director, Town & Country Planning Department for fresh examination of the entire issue relating to the disputed project with an aim to resolve the pending disputes in the interest of all the allottees.

7. Compliant is disposed of in aforesaid terms. File be consigned to record room after uploading of the order 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 08.01.2019, has approved and consented to the above orders.

Dated:08.01.2019



Executive Director  
HRERA, Panchkula