

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

**1. Complaint. No. 829/2018-** Sudhir Aneja & Renuka Aneja  
Versus  
Astrum Value Homes Private Limited &  
Stanza Developers & Infrastructure Pvt. Ltd.

**2. Complaint. No. 831/2018-** Prem Kumar Manocha  
Versus

Astrum Value Homes Private Limited &  
Stanza Developers & Infrastructure Pvt. Ltd

**Date of Hearing: 18.12.2018**

**Coram: -** Shri Rajan Gupta, Chairman.  
Shri Anil Kumar Panwar, Member.  
Shri Dilbag Singh Sihag, Member.

**Appearance:** -Sh. Drupad Sangwan, Counsel for Complainants  
Sh. Shobhit Phutela, Counsel for Respondents

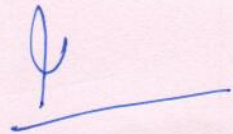
**ORDER:**

1. The facts of the **Complaint no. 829 of 2018 Sudhir Kumar Aneja & Renuka Aneja Versus Astrum Value Homes Private Limited & Stanza Developers & Infrastructure Pvt. Ltd.** have been taken into account for disposal of these two complaints.
2. In brief, the complainant's case is that he was allotted a 3BHK apartment no. E704 in Tower Emerald with super area of 1693 sq. ft



vide allotment letter dated 21.03.13 by the respondents in their Project named "La Regencia", Sector 19, Panipat, Haryana. The complainant entered into an apartment buyer's agreement with respondents on 25.09.13. Against the total sale consideration of Rs. 48,28,775/-, the complainant has already paid an amount of Rs. 35,80,815/- till date. The respondents had committed to deliver the possession of apartment within 30 months from the date of execution of agreement which comes to 25.03.16, but, the respondents have not offered possession to complainant till date. There has been a delay of almost two and a half years and the project is far from complete. The complainant further submits that the respondents have illegally charged a sum of Rs. 3,26,622/- on account interest on delayed payments at the rate of 18% p.a. Now, the complainant prays for refund of the entire amount paid by him along with interest and compensation for mental agony and also imposition of suitable penalty on the respondent along with any other relief that this Authority deems fit.

3. The respondent's case is that the apartment buyer's agreement was executed in the year 2013 and both the parties are supposed to be governed by the terms and conditions of the buyer's agreement, therefore, provisions of this Act are not applicable. The respondents further submit that the Authority has issued a registration certificate to the project of the respondents for completion of the project by



December, 2019. The respondents further submit that the complainant has defaulted in making payments as per the agreed schedule and the interest amounting to Rs. 3,32,622/- was charged on account of delayed payments made by complainant. The respondents admit that there has been a delay in delivery of possession because large number of allottees have not yet paid their outstanding dues amounting to Rs. 7-8 crores, therefore, the project faced cash difficulties. The structure of building is complete and the finishing works have already started, hence, the Authority should consider the interests of the project as a whole, because the relief by way of refund will jeopardise the whole project. They further stated that this Authority in a bunch of complaints with **Lead Complaint no. 88 of 2018 Suman Bansal Versus Astrum Value Homes Limited & Anr.** has passed a detailed order for completion of the project. They prayed that same directions may be issued in these two complaints as well.

4. The Authority, after going into submissions and statements of both the parties, observes and orders as follows:
  - (i) The Authority has already settled the dispute regarding jurisdiction of this Authority in **Complaint no. 144 of 2018 Sanju Jain V TDI.** Hence, the reasons cited in the said complaint shall be applicable as far as the dispute regarding jurisdiction is concerned.

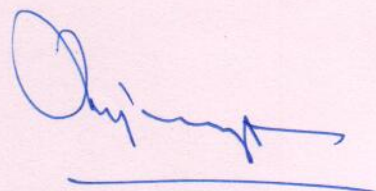


- (ii) Both the above-mentioned complaints are similar to the bunch matter disposed of by this Authority with **Lead case Complaint no. 88/2018 Suman Bansal Versus Astrum Value Homes Limited & Anr.** in which the Authority has passed a detailed order which squarely covers the disputes involved in these complaints also. Learned Counsels of both the parties agreed that the facts of these complaints are similar to the facts of the said bunch matter disposed of by this Authority. Accordingly, these two complaints are also disposed of in same terms.
- (iii) The Authority observes that the respondents cannot be permitted to charge unconscionable interest at the rate of 18% p.a. on delayed payments. Accordingly, they are directed to re-calculate the interest at the rate of 9% p.a. on delayed payments made by the complainant. Both the complaints are **disposed of** accordingly in the same terms as the **Complaint no. 88/2018 Suman Bansal Versus Astrum Value Homes Limited & Anr.** The files be consigned to the record room and orders be uploaded on the website.



**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