

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

Date of Hearing: 08.01.2019

1st Hearing

Complaint. No.1050/2018

RavinderSingh Through POA Holder Veena Alias Yashika
...Complainant

Versus

Parsvnath Developers Ltd. ...Respondent

Coram:

1. Shri. Rajan Gupta, Chairman
2. Shri. Dilbag Singh Sihag, Member

Appearance:

1. Sh. Sudeep Singh Gahlawat, Counsel for Complainant
2. Ms. Rupali S Verma, Counsel for Respondent

Order:

The case of complainant in brief is that he purchased a plot bearing no-C-133 from an original allottee on 26.02.2010 in the project "Parsvnath City" Sector-33A, Rohtak. Complainant had paid Rs.29,29,675/- out of total sale consideration of Rs.31,30,173/- which constitutes 90% of the total sale consideration till March 2012. Possession of the plot was to be delivered within 24 months from the date of booking i.e. by 03.11.2011. Even though the complainant has paid 90% of the basic sale price still builder buyer agreement has not been signed nor offer of possession has been made in favour of



complainant till date. The respondent had also charged EDC/IDC along with the basic sale price, but even after passing 9 years from the date of booking, there is no hope of getting the plot. He alleges that the respondent is enjoying hard earned money paid by complainant and in return he is giving him false assurances. Now, complainant has no more faith in respondent, therefore, he prays for refund of the money paid, compensation for delay in handing over possession.

2. On the other hand respondent states that this complaint is not maintainable because the project is on the verge of completion and possession of the plot will be offered as soon as revised lay out plan, demarcation-cum-zoning plan are approved and the license is renewed by the State Government. He states that the respondents had acquired 118.188 acres land in Village Bohar, District Rohtak for which license No.36 of 2010 was granted. This project ran into difficulties because of de-licensing of area measuring 14.15 acres on 7.11.2014 on account of acquisition of the said land by HSIIDC. Due to change in the area of the project revised lay out plans and an application for renewal of the license were submitted to DTCP on 7.10.2015 but they are still pending with them. The respondent has applied for registration of the project under RERA and the dispute is with the Town & Country Planning Department are at advanced stages of resolution. It is due to these force



majeure conditions that the possession could not be offered to the complainant even though most of the infrastructure has been laid in the project.

While admitting the facts stated by the complainant with regard to the payments the respondent states that plot buyer agreement was signed on 8.9.2012. The basic defence of the respondent, therefore, is that there is no intentional delay on their part of the respondent and the project has been delayed for the reason beyond their control.

3. After examination of written statements and consideration of the oral arguments, the Authority observes that the respondent has applied to the Authority for registration of the project. The Authority has observed in the proceedings of the said application that the respondent is a severe defaulter in the payment of EDC charges to the State Government. This default is of over Rs.140 crores. For this reason their license has not been renewed and their demarcation plans and zoning plans have not been revised. There are nearly 700 allottees who are facing similar fate as the complainant.


The respondent company has been repeatedly pleadings that they are in the process of taking benefit of the revised EDC policy of the State Government and they will file an application for renewal of the

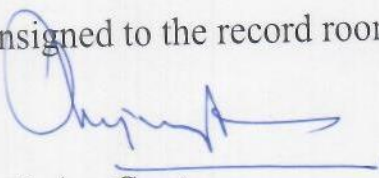


license shortly where-after their demarcation plans will be approved and the plots will be offered to the allottees.

4. In several other similar cases this Authority has taken a view that the respondent shall offer possession of the plot by 30.4.2019 failing which they will refund the money paid by the complainant along with interest calculated at the rates provided in Rule 15 of RERA Rules. Further, for the delay caused in offering possession, the allottees shall be entitled to be compensated in accordance with the principles laid in complaint No.113 of 2018-Madhu Sareen Vs. BPTP Ltd. and complaint No.49 of 2018-Parkash Chand Arohi Vs. Pivotal Infrastructures Pvt. Ltd. This view has been taken by the Authority in the overall interest of the entire class of allottees of the project and in the interest of saving this real estate project.

Disposed of. The orders of the authority be uploaded on the website of the Authority and the file be consigned to the record room.


Dilbag Singh Sihag
Member


Rajan Gupta
Chairman