



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1822 of 2019

MohiT Sachdeva

....COMPLAINANT

VERSUS

M G Housing Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag**

**Chairman
Member
Member**

Date of Hearing: 19.01.2021

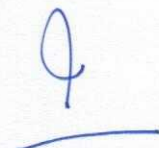
Hearing: 7th

**Present: - Mr. Denson Joseph, Counsel for the complaint,
Mr. Tarun Khaira, Counsel for the respondent through video
conferencing**

ORDER (Rajan Gupta – Chairman)

1. The complainant in this case had booked a flat with the respondent his project named "Mulberry County" situated in Sector-70, Faridabad in the year 2014. As per the builder buyer agreement dated 24.03.2014, the respondent had promised to offer of possession till 31.12.2016 failing which the respondent will be liable to pay Rs. 5/- per Sq. Ft per month for the delayed period to the buyer as penalty. The complainant had already paid Rs. 45,42,121/- out of total Rs. 52,22,680/-. Thereafter, the respondent sent an offer of possession on 09.07.2017. However, the offer of possession has been denied due to reasons that the construction work was not complete and the flat was not in habitable condition. Subsequently, the complainant had sent a letter to the respondent on 02.03.2017 asking him to complete the project. He instead of completing the project, sent a demand letter dated 29.04.2018 amounting to Rs. 10,64,190/- without providing any documents/justification. Since the complainant has not received possession till date despite several efforts of, he has filed the present complaint seeking direction against the respondent to deliver possession of booked unit alongwith delay interest and to quash alleged demand of Rs 10,64,190/-.

2. The respondents' plea is that he has made an offer of possession on 09.07.2017 but it is the complainant who has not come forward to take possession of unit after paying balance/outstanding amount. Regarding status of the project it has been submitted that the project is almost complete as the occupation certificate has been received on 22.09.2017.



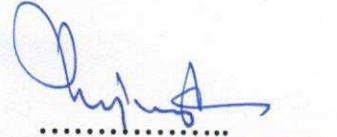
3. On the last date of hearing the case was adjourned on request of respondent's counsel so as to grant him time to provide detailed justification of demand of Rs. 10,64,190/- being raised alongwith offer of possession. Today, the respondent has placed statement of accounts on record in order to justify the demands raised by him amounting to Rs. 10,64,190/-. Out of said statement of account complainant does not have any objection except to amount of Rs 4,37,406/- charged on account of interest for delayed payments. Further amount of Rs 54,900/- is mentioned in the said statement as delay interest for the period ranging from deemed date of possession to date of receiving of Occupation Certificate i.e. 31.12.2016 to 22.09.2017. The only dispute remains between parties regarding payable and receivable amount is Rs 4,37,406/- to be payable by complainant and Rs 54,900/- to be payable by respondent. Both parties at the time of hearing mutually undertakes to waive off these charges and to accept the remaining statement of account. Accordingly, the complainant is liable to pay Rs 6,80,559/- towards remaining total sale consideration of unit and to take possession of unit. Said payment shall be made by complainant within a period of 45 days and respondent shall within 15 days after receipt of said amount shall actually handover possession of unit to complainant.

5. It is pertinent to mention here that cost of Rs 2,000/- and Rs 5,000/- were imposed upon on last date of hearing. Today Ld. Counsel for respondent has

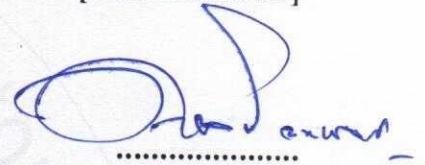


informed cost of Rs. 2,000/- has been paid to the complainant and Rs. 5,000/- has been paid to the Authority through online mode today itself.

6. The complaint is **disposed of** in aforesaid terms. File be consigned to record room.



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RAJAN GUPTA
[CHAIRMAN]



.....
ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]