



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2995 OF 2019

Sandeep Kumar Bhat

....COMPLAINANTS

VERSUS

Ashiana Realtech Pvt. Ltd.

....RESPONDENT

CORAM:

Rajan Gupta

Chairman

Anil Kumar Panwar

Member

Dilbag Singh Sihag

Member

Date of Hearing: 12.01.2021

Hearing: 4th

Present:

Sh. Jatinder Sharma, Ld. Counsel for the complainant through
Video Conferencing

Sh. Jatinder Nagpal, Ld. Counsel for the respondent through
Video Conferencing

ORDER (RAJAN GUPTA – CHAIRMAN)

1. The complainants in the present complaint had booked an apartment in the real estate project being developed by the respondent namely “The Cubix” situated in Sector-23, Dharuhera, District Rewari, Haryana. His grievance is that the due date of

delivery of their apartment as per the BBA was 42 months from the date of agreement between both the parties, which has already lapsed but the respondent has failed to deliver the possession. Out of total sale consideration of Rs. 39,54,110/-, the complainant has already paid Rs. 34,86,074/- to the respondent. Complainant has requested for possession of the apartment along with interest on account of delay in handing over possession of the apartment.

2. On the other hand, the respondent in his reply dated 07.01.2020 has stated that their project is duly registered with this Authority vide Registration No. HRERA-PKL-RWR-39-2018 dated 20.08.2018 and they have already completed 90% development works of the project. Further approx. Rs. 11 crores are due to be received from allottees. The respondent would have handed over possession of the apartment to the complainant within stipulated time but the same has been delayed due to force-majeure circumstances beyond his control such as ground water extraction was banned in Gurugram region by the orders of Hon'ble High Court of Punjab & Haryana, ban on mining of sand and ban on construction due to increasing pollution in the NCR region by Hon'ble National Green Tribunal, demonetization, GST, etc.

Ld. Counsel for the respondent during hearing dated 02.09.2019 stated that they have obtained extension of their project till 14.09.2021 and they will be offering possession to the complainant of his apartment by the said date. The complainant on the other hand pleaded that the respondent must be directed to pay him the amount of interest on account of delay in delivery of possession so that the complainant is able



to repay the loan obtained from the bank. The complainant is facing difficulty in paying installments to the banks and he has been forced to continue living in a rented accommodation due to non-delivery of possession of the unit in question by the respondent.

3. Further, the complainant vide letter dated 07.12.2020 informed the Authority that he has paid Rs. 35,84,742/- to the respondent company against the total sale consideration of Rs. 39,54,110. Further, he has submitted calculation of the interest payable on the account of delay in handing over possession for the period April'2017 to Dec'2019, which works out to Rs.11,96,401/-.

4. In view of above , Authority observes that possession to the complainant as per terms of Builder Buyer Agreement entered between parties, was required to be delivered by 04.10.2017 but till date respondent-promoter has not handed over possession of booked apartment. Delay has caused harassment to the complainants therefore, Authority is of the view that there is admitted delay of nearly four years. Complainant have paid almost entire amount of the total sale consideration. Therefore, complainants are entitled of delay interest from deemed date of possession till actual handing over of possession as per principle laid down in **Complaint no. 113 of 2018 titled "Madhu Sareen V. M/s BPTP Ltd.** from deemed date of possession i.e. 04.10.2017. The amount of delay interest till date works out to Rs. 12,59,541/-. Respondent shall pay 50% of this amount to the complainant upfront and



remaining amount shall be deposited in the statement of accounts accompanying the offer of possession.

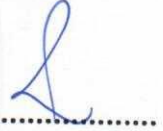
5. In the above terms, the case is **disposed of** and file be consigned to the record room after uploading of the orders on the website of the Authority.



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RAJAN GUPTA
[CHAIRMAN]



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ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]

