

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

Complaint No. RERA-PKL-1000/2018

Parveen Kumar

**(Complainant)**

Versus

M/s Parker VRC Infrastructure Pvt. Ltd. & Ors. **(Respondents)**

**Date of Hearing:** 24.01.2019

**Coram: -**

Shri Rajan Gupta, Chairman.  
Shri Anil Kumar Panwar, Member.

**Appearance: -**

Shri Virinder Singh, Counsel for **Complainant**.  
Shri Sukesh K. Jindal, Counsel for **Respondent**.

**ORDER: -**

The complainant has filed this petition for refund of the amount which he had already paid to the respondent towards purchase of residential unit measuring 1215 sqft. bearing no. B808 on 8<sup>th</sup> Floor of real estate project named "White Lily Residency" in Sector-27, Sonapat. The refund is prayed on the ground that the parties had executed a buyers' agreement on 24.06.2014 and the respondent in terms of said agreement was required to hand over possession within 48 months which period had lapsed on 24.06.2018 but has not delivered the possession till date.

2. The respondents' plea, however, is that the buyers' agreement was actually executed on 24.06.2016 and since the period of 48 months has not yet lapsed, the complaint is premature and deserves dismissed.
3. The Authority has heard the parties and perused the record.
4. The complainant himself has attached with his complaint a copy of buyers' agreement which reveals that the stamp paper for execution of buyers' agreement was purchased on 24.06.2016 at 1:20 p.m.. Said agreement on its internal page no. 3 recites in clause no. (iii) that the allottee has already deposited Rs. 12,68,503/-. The complainant has further attached with his complaint the details of the payments he had already made. Said details are available at page no. 32 of the paper book. It is evident from these details that complainant had deposited a total of Rs. 7,56,345/- till 17.06.2014 and a total of Rs. 12,68,503/- till 03.06.2016. If the agreement was executed in June, 2014, then the amount already paid by the complainant would not have been reflected as Rs 12,68,503/-. Rather, it should have been Rs. 7,56,345/-. So, the very fact that the already paid amount was reflected as Rs. 12,68,503/- which was the total sum paid till 03.06.2016, substantiates the respondents plea on the point that the agreement was executed on 24.06.2016 and not on 24.06.2014. The 48 months period for delivery of possession will, therefore, commence from

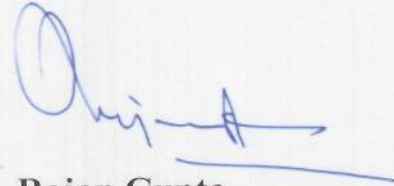


24.06.2016 and it will lapse in June, 2020. So, the present complaint is indeed premature and liable to be dismissed.

5. Consequently, the complaint is dismissed. File be consigned to record room.



**Anil Kumar Panwar**  
Member



**Rajan Gupta**  
Chairman