



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 575 OF 2020

Daljit Singh Dahiya

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

Rajan Gupta

Chairman

Anil Kumar Panwar

Member

Dilbag Singh Sihag

Member

Date of Hearing: 20.04.2021

Hearing:

6th

Present: -

Mr. V.M Handa, proxy counsel for the complainant through video conference

Ms. Rupali Verma, learned counsel for the respondent through video conference

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Complainant in the present case had booked shop bearing no. GF-159 measuring 608 sq.ft. in February 2007 in a project named 'Parsvnath City

Mall, Sonipat' being developed by M/s Vardaan Buildtech Pvt. Ltd. Complainant paid ₹12,50,000/- for start of construction. However, M/s Vardaan Buildtech Pvt. Ltd. could not start construction for two years and thereafter entered into a development agreement on 16.06.2008 with present respondent i.e M/s Parsvnath Developers Ltd., and name of the project was changed to 'Parsvnath City Centre, Sonipat'. Respondent issued two receipts dated 03.12.2008 each for an amount of ₹6,25,000/- against the booking of said shop. Complainant then executed shop buyer agreement with respondent on 22.07.2009. As per said agreement, the respondent was under an obligation to hand over the possession of the plot within 36 months plus a grace period of 6 months and such time lapsed in January 2013. Complainant has paid a sum of ₹13,72,560/- against the basic sale price of ₹39,21,600/-. The respondent has failed to hand over the possession till date. So, complainant has filed the present complaint seeking relief of possession of shop along with interest payable towards delay in delivering of possession.

2. Learned counsel for the complainant argued that construction of shop has yet not been started and therefore, upfront payment of delay interest should be made to him.

3. Respondent in his reply has not disputed the payment made by the complainant but has contended that the complaint is pre mature at this stage and should be dismissed on the ground that the project is registered with

the Authority vide registration no. 14 of 2017 which is valid upto 31.07.2020. Delay in completion of the project is not intentional but due to reasons beyond their control, therefore, respondent is willing to offer an alternate property to the complainant subject to mutual consent of the parties.

4. Learned counsel for the respondent argued that project is at standstill and as on date no construction is going on at site for the reason that necessary approvals for development of the project are pending with concerned departments including for approval of revised layout plan. She further argued that at present respondent is not in a position to state before the Authority as to when the possession of the plots will be possible to be offered to the complainant.

5. After hearing both the parties and going through documents on record, it is observed that respondent intend to complete the project as and when possible after getting the necessary approvals. However, respondent has not specified in its reply as to the time by which it will be able to hand over the possession of the shop to the complainant. The respondent was under an obligation to hand over the possession by January 2013 but already there is delay of approximately eight years and respondent is still seeking more time to complete the project and hand over the possession. Considering the extra ordinary delay caused by respondent in handing over possession, Authority vide its orders dated 07.08.2020 has observed that respondent is liable to pay



to the complainant interest on already received amount for delay caused therein till legal and valid possession is offered to him. Authority further observes that since the complainant has been waiting since 2013, his demand of upfront payment of delay interest is fully justified. Accordingly, the Authority has got calculated the admissible interest from its account branch and said amount works out to ₹10,32,026/- calculated from deemed date of possession i.e. 21.03.2013 till the date of passing of this order i.e. 20.04.2021 at the rate prescribed in Rule 15 of HRERA Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR) + 2%. Therefore, respondent is directed to make upfront payment of ₹10,32,026/- to the complainant on account of delay interest within 60 days from the date of uploading of this order.

Respondent is further directed to hand over the possession of the shop to the complainant as soon as possible and till such time as legal possession is offered to the complainant, respondent will be liable to pay monthly interest for further delay caused. Accordingly, delay interest at the same rate 9.30% i.e. SBI MCLR+2% shall be payable on monthly basis starting from 20.04.2021 till the date of handing over the legal and valid possession of the shop to the complainants. Said amount works out to ₹10,492/- per month.

6. **Disposed of.** File be consigned to record room and order be uploaded 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]

