



Complaint no. 816 of 2020

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 816 OF 2020

Sunheri Bansal & anr

....COMPLAINANT(S)

VERSUS

Suncity Projects Pvt Ltd.

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 20.07.2021

Hearing: 6th

Present: - Mr. Ashish Pannu, Counsel for the complainant through video conferencing.
Mr. Kamal Jeet Dahiya, Counsel for the respondent.

ORDER (RAJAN GUPTA-CHAIRMAN)

Complainant herein is seeking possession of flat bearing no. 202, Tower 9 A measuring 1850 sq. ft. booked in respondent's project named 'Suncity Parikarma' in 2011. Apartment buyer Agreement was executed on 21.07.2011. The total sale price of the flat was Rs. 72,48,750/- against which

the complainant had paid Rs. 69,48,951/- by the year 2013. Possession of the constructed flat should have been handed over by July, 2014. It is alleged that the complainants received an offer of possession on 01.09.2017 with a demand letter for paying Rs 2,61,076/-. Also the construction of the flat was incomplete and not in condition agreed upon as per agreement. Vide letter dated 25.12.2017 complainant had duly conveyed the deficiencies in the flat to the respondent and further requested removal of the same before taking possession. No reply was received from respondent-developer with regards to the aforesaid letter. Instead respondent issued another demand letter dated 20.07.2019 with additional unnecessary charges of Rs 18,02,003/-.

2. The respondent in his reply had submitted that after completing construction of the unit respondent had applied for occupation certificate, the possession was offered to the complainant after duly obtaining occupation certificate on 29.08.2017. Respondent repeatedly sent reminder letters to the complainant to pay and obtain possession, however, it was the complainant herself who did not come forward to accept the possession of the unit after paying outstanding dues.

3. Complainant in support of her claim referred to a defects report annexed in the complaint whereby defects in apartment had been specified alongwith photographs. Respondent refuted the said report, claiming that such documents could easily be availed from a private architect. The Authority had directed the

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respondent to prove that an offer of a completed and habitable unit was sent to the complainant.

On the last date of hearing i.e. 13.04.2021 respondent had placed on record photographs of the unit in question. On perusal of said photographs, Authority had observed that the unit appeared to be complete and in a habitable condition. Authority had then directed both parties to conduct a joint inspection of the unit in presence of a site engineer and minor defects, if any, were to be rectified by the respondent.

4. Today, learned counsel for the complainant submits that the complainant had visited the flat and found it in habitable condition. Complainant is ready to take possession of the unit upon payment of balance payable amount of Rs 2,61,076/- as per the demand letter dated 01.09.2017 sent alongwith offer of possession.

5. Learned counsel for the respondent submitted that when the possession was offered to the complainant in the year 2017 only finishing works remained to be carried out in the apartment which could have been completed in short time. An offer of Possession was made to the complainant after duly obtaining occupation certificate, therefore, it is not true that the unit was unfit for possession at that time. Respondent-builder had also sent several reminder letters to the complainant for taking possession of the unit upon payment of balance price. It is the complainant who has defaulted in present complaint. He further submitted that offer of possession dated 01.09.2017 still stands provided



complainant makes payment of outstanding dues alongwith interest accrued on account of delay in making payments till date.

6. After hearing both parties, Authority observes that, at the time when possession was offered to the complainant in 2017, minor defects in the unit could have been repaired in a short time. The apartment was in a habitable condition and ready for possession. Therefore, the offer of possession dated 01.09.2017 was a valid offer and complainant should have accepted the said offer after making payment of outstanding dues. In the face of the facts it has been more than 3 years now since possession was offered to the complainant. Also, the complainant should accept the said offer upon payment of balance amount of Rs 2,61,076/-. However, on account of delay in making payments to the respondent, complainant is obliged to pay interest on said amount of Rs 2,61,076/- as per Rule 15 of the HRERA rules 2017 from due date i.e 01.09.2017 till date of this order. Since the possession stood offered she should also pay maintenance charges to the respondent from 2017 till date of order as well.

7. Authority further observes that as per the builder-buyer agreement the completed apartment should have been delivered by the year 2014. Admittedly, however, the offer of possession was made to the complainant in September 2017. There has been a delay of 3 years in delivering possession to the complainant of the unit. Therefore, Authority directs the respondent to pay the complainant delay interest for delay in delivery of possession from deemed date



of possession in july 2014 till offer of possession on 01.09.2017 as per Rule 15 of the HRERA rules 2017.

The amount recoverable from the complainant and the amount payable to the complainant shall be calculated by the respondent in terms of these orders and the said amounts after adjustment shall be paid/returned and physical possession handed over in 45 days. If any dispute remains in this regard, both parties are free to approach this Authority again.

5. With above directions, case is disposed of. File be consigned to record room.



सत्यमेव जयते

RAJAN GUPTA
[CHAIRMAN]

ANIL KUMAR PANWAR
[MEMBER]

DILBAG SINGH SHIAG
[MEMBER]