

**HARYANA REAL ESTATE REGULATORY AUTHORITY  
PANCHKULA**

**Complaint No. : 1087/2018  
Date of hearing : 13.02.2019  
Hearing : 5<sup>th</sup>**

Greenview Land .... Complainant  
Versus  
M/s Parsvnath Developers Ltd. ....Respondent

**CORAM :**

Sh. Dilbag Singh Sihag, Member  
Sh. Anil Kumar Panwar , Member

**APPEARANCE :**

Sh. Sunnydeep Juneja , Counsel for Complainant  
Smt. Rupali Shekhar Verma , Counsel for Respondent

**ORDER :**

1. In the present review application, two fold grievances were raised by the complainant-applicant. First is that no interest was allowed on the amount of refund and second, is that time allowed for handing over possession in the order was mentioned as 13.04.2019 whereas such time was actually allowed till January, 2019.



2. The first grievance has already been addressed by this Authority on the last date of hearing by ordering that in the eventuality of respondent's failure to handover possession, the complainant will be entitled to refund of the already paid amount alongwith interest at the rate of State Bank of India highest marginal cost of lending rate plus 2% from the dates on which the amounts were paid in various instalments.
3. The second grievance raised in the review application is that the date for handing over possession in the order under review was mentioned as 13.04.2019 whereas such time was actually allowed till January,2019. Complainant has specifically pleaded in the review application that respondent's M.D. Sh. Sanjeev Jain was present before the Authority and he had agreed to hand over possession of the unit by January,2019. The respondent in his reply has not denied the presence Sh. Sanjeev Jain. Rather, Sh. Sanjeev Jain's presence is clearly indicated in the order that was passed for refund of the amount. Said order also reveals that Sh. Sanjeev Jain has given an assurance before the Authority to handover possession by a specific date. The complainant has clearly pleaded that Sh. Sanjeev Jain had agreed to handover possession by January,2019. In the



corresponding paragraph of reply filed by respondent, it was not indicated as to what was the date mentioned by the Sh. Sanjeev Jain to handover possession. So, the complainant's averment that Sh. Sanjeev Jain has mentioned the date as January 2019, has gone unrebutted on record and the same deserves credibility. Accordingly, a correction in the order with regard to said date is allowed.

4. For the reasons recorded above, correction in the operative part of order dated 25.10.2018 is ordered to be made and the same shall be read as under :

- a) The respondent shall handover possession of allotted plot to the complainant on or before January 2019 with supporting infrastructure (developed as per service plan estimates approved by the department) after obtaining occupation certificate from the competent authority.
- b) The respondent shall also issue financial statements to the complainant highlighting total amount received from the complainant, interest charged, if any, from the allottee for delayed payment and



such interest should not be more than nine percent and interest amount, respondent is liable to pay to the complainant on account of extra ordinary delay in handing over the possession of said plot in view of the provision of Rule 15 of The Haryana Real Estate (Regulation and Development) Rules, 2017.


This interest starts from the date of handing over of possession of flat to the complainant till the date of handing over of possession of flat to the complainant.

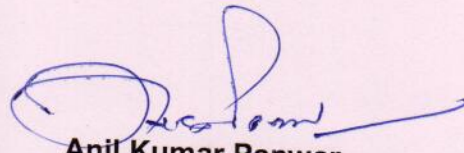
- c) Looking to the previous conduct of the respondent in not handing over the possession after obtaining occupation certificate, which could not be obtained due to non-clearance of dues payable to the government , the Authority further observes that respondent on his failure to handover the possession by January 2019 will be liable to refund the already paid amount to the complainant alongwith interest at the rate of State bank of India highest marginal cost of lending rate plus 2% to be



calculated from the dates the amounts were deposited till the date of its actual payment to the complainant within 45 days and in case he commits default to make payment within the said period, he will thereafter be liable to pay interest @ 18 percent per annum till the actual realisation of the amount.

Case is **disposed of** and file be consigned to the record room.

  
Dilbag Singh Sihag  
Member

  
Anil Kumar Panwar  
Member