



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 947 OF 2019

M/s Mapsko Builders Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Balraj Singh

....RESPONDENT(S)

2. COMPLAINT NO. 284 OF 2021

Balraj Singh

....COMPLAINANT(S)

VERSUS

M/s Mapsko Builders Pvt. Ltd.

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 01.09.2021

Hearing: 11th (in complaint no. 947/2019)
4th (in complaint no. 284/2021)

Present: - In complaint no. 947/2019

Sh. Akshat Mittal, Ld. counsel for the complainant

Sh. Arun Sharma, Ld. counsel for the respondent through video Conferencing.

In complaint no. 284/2021

Sh. Arun Sharma, Ld. counsel for the complainant through video Conferencing.

Sh. Akshat Mittal, Ld. counsel for the respondent.

ORDER (DILBAG SINGH SIHAG – MEMBER)

1. Captioned bunch of complaints is being taken together as their facts and identical and are related to same project of the complainant-developer. These orders are passed by taking complaint no. 947/2019 titled as **M/s Mapsko Builders Pvt. Ltd. Vs Balraj Singh** as a lead case.

2. In brief, complainant's case is that he allotted an independent floor bearing no. MG-031 for an area measuring 1345 Sq. Ft. to be built on a plot of 269 Sq. Yds. in the real estate project namely 'Mapsko City Homes' situated in Sector-26, 26A & 27, Sonipat. Total sale consideration of the floor as per Builder Buyer Agreement was Rs.35,15,292/-. Builder-buyer agreement was

executed between the parties on 30.03.2013. As per payment plan opted by the respondent-allottee, 30% out of total sale consideration was to be paid by respondent-allottee which was paid at the time of booking by the respondent allottee in two instalments on 16/10/2012 and 02/11/2012. Remaining seventy percent amount of Rs.23,68,117/- was to be paid at the time of offer of possession. Now, complainant's grievance is that after completing construction of the unit he has received occupation certificate on 11.10.2017. Thereafter, he offered possession to the respondent-allottee on 13.10.2017. But respondent allottee neither came forward to take possession of the booked unit nor paid remaining outstanding amount to him. Several reminders were sent to the respondent-allottee on 13/01/2018 and 02/04/2018, but in vain. That is why, the present complaint was filed seeking direction to the respondent to take possession of the unit after paying outstanding amount for this background.

3 This case was heard at length on 13.07.2021 and relevant part of the said order is reproduced below:

****respondent-allottee himself appeared via video conferencing and submitted that as per the terms & conditions of the builder buyer agreement dated 30/03/2013, he is entitled to get interest on the amount already paid to the complainant-developer for the period 30.03.2015 (deemed date of possession) to 13.10.2017 (date of offer of possession) in view of the delay in handing over possession to him. Several other issues were also raised such as maintenance charges, holding charges, GST charges, non-installation of other facilities such as lifts and escalators, etc. Further, he alleged



that he is not entitled to pay club charges as the same being non-functional till date. It is also submitted that he is ready to take possession of the said unit if the complainant-developer resolves all the aforesaid issues. For further arguments, respondent-allottee sought adjournment due to non-availability of arguing counsel.

4. On the other hand, complainant-developer stated that he is entitled to levy holding charges from the date of valid offer of possession i.e. 13/10/2017 which shall accrue till date of actual taking over of possession of the apartment. Authority considers that if the apartment was in habitable condition in 2017, the allottee shall be liable to pay delay interest to the complainant-promoter as per Rule 15 of the HRERA Rules, 2017 along with due maintenance charges.

5. After hearing the parties, the Authority observes that since the respondent allottee has not received timely possession of the unit and he is willing to take possession, therefore, he will be entitled to get delayed interest from the deemed date of possession i.e. 30.03.2015 till date of offer of possession i.e. 13.10.2017 as provided under Rule 15 of the HRERA Rules, 2017 on 30% amount already paid to the developer at the time of booking of apartment.

6. Both parties are directed to submit their statement of accounts showing the receivable amount and payable amount to each other prior to the next date of hearing. Further action in the matter will be taken after submission of statement of accounts by both the parties and facts relating to issues raised in Para 3 above.”

4. Today, both parties instead of filing their statements of accounts requested for adjournment. Rejecting the request for adjournment, Authority observes that both parties were given sufficient time for submission of requisite



documents but they failed to furnish said information. Therefore, Authority decides to get calculated delayed possession interest as per Rule 15 of the HRERA Rules, 2017 @ 9.30 % per annum from the accounts branch of Authority apart from holding charges. Amount payable to the respondent- allottee on account of delay in handing over possession for the period i.e. 30.03.2015 to 13.10.2017 works out to be Rs.2,71,248/-. Similarly, the developer is also entitled to get holding charges for the period from 13.10.2017(date of grant of occupation certificate) till date of actual taking over of possession by the respondent-allottee. Holding charges calculated till 31.08.2021 works out to be Rs. 8,37,533/-.

As regards maintenance charges, if any, the same shall be payable by the allottee as per the terms and conditions of the builder buyer agreement. Club Charges shall be payable by the complainant as and when club becomes operational. As far as GST charges are concerned, the same is not leviable on the respondent-allottees as GST Act came into force in 2017 and deemed date of possession of the unit was 30.03.2015 i.e. prior to the deemed date of possession.

5. Further it is observed that in case, respondent-allottee is not ready to pay outstanding dues, complainant-promoter may cancel his allotment as per terms & conditions of the agreement. However, before doing so, he shall issue a fresh statement of accounts showing therein all receivables and payables amount. Allottee be provided one more chance for making payment of the outstanding amount, if any remaining against him. It is further made clear that if allottee fails to make payments to the complainant within a period of 90 days from the date of



issuing fresh statement of accounts, then developer will be at liberty to exercise his rights towards cancellation of allotment of the allotted unit as per terms of the agreement in compliance of these orders.

6. Complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website of the Authority.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]

