

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

Comp Nos. :

1. **RERA-PKL 962/2018 (5th Hearing)**
Puneet Jain ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
2. **RERA-PKL 563/2018 (7th Hearing)**
Santosh Khunteta & Anr. ...Complainants
Versus
Crown Realtech Pvt. Ltd. ...Respondents
3. **RERA-PKL 739/2018 (6th Hearing)**
Sudhir Aggarwal ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
4. **RERA-PKL 822/2018 (6th Hearing)**
Amit Jain & Rashi Jain ...Complainants
Versus
Crown Realtech Pvt. Ltd. ...Respondents
5. **RERA-PKL 894/2018 (6th Hearing)**
Kimti lal Jain ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents

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- 6. RERA-PKL 895/2018 (6th Hearing)**
Vishant jain & Kimti Lal Jain ...Complainants
Versus
Crown Realtech Pvt. Ltd. ...Respondents
- 7. RERA-PKL 899/2018 (5th Hearing)**
Fire Saftey Devices Pvt. Ltd. ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
- 8. RERA-PKL 961/2018 (5th Hearing)**
Neeraj Mundra ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
- 9. RERA-PKL 964/2018 (5th Hearing)**
Rajinder Pal Singh Chabbra ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
- 10. RERA-PKL 965/2018 (5th Hearing)**
Rakhi Jain ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
- 11. RERA-PKL 967/2018 (5th Hearing)** Puneet Jain
...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents

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12. **RERA-PKL 969/2018 (5th Hearing)** Puneet Jain
...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
13. **RERA-PKL 970/2018 (5th Hearing)**
Rakhi Jain ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
14. **RERA-PKL 983/2018 (5th Hearing)**
Sanjeev Jain ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
15. **RERA-PKL 984/2018 (5th Hearing)**
Kavita Jain & Renu Jain ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
16. **RERA-PKL 986/2018 (5th Hearing)**
Pushpa Jain & Navneet Kumar Jain ...Complainants
Versus
Crown Realtech Pvt. Ltd. ...Respondents
17. **RERA-PKL 987/2018 (5th Hearing)**
Renu Jain & Anr. ...Complainants
Versus
Crown Realtech Pvt. Ltd. ...Respondents

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18. **RERA-PKL 988/2018 (5th Hearing)**
Indu Jain **...Complainant**
Versus
Crown Realtech Pvt. Ltd. **...Respondents**
19. **RERA-PKL 989/2018 (5th Hearing)**
Yogesh Kumar Jain & Anr. **...Complainant**
Versus
Crown Realtech Pvt. Ltd. **...Respondents**
20. **RERA-PKL 991/2018 (5th Hearing)**
Mahesh Kumar Jain & Nidhi Nahar **...Complainants**
Versus
Crown Realtech Pvt. Ltd. **...Respondents**
21. **RERA-PKL 990/2018 (5th Hearing)**
Parmod Jain **...Complainant**
Versus
Crown Realtech Pvt. Ltd. **...Respondents**
22. **RERA-PKL 992/2018 (5th Hearing)**
Parmod Jain. **...Complainant**
Versus
Crown Realtech Pvt. Ltd. **...Respondents**
23. **RERA-PKL 997/2018 (5th Hearing)**
Rahul Jain & Anr. **...Complainants**
Versus
Crown Realtech Pvt. Ltd. **...Respondents**



24. **RERA-PKL 998/2018 (5th Hearing)**
Saurabh Jain & Monika Jain ...Complainants
Versus
Crown Realtech Pvt. Ltd. ...Respondents
25. **RERA-PKL 1038/2018 (5th Hearing)**
Sweta Bhatia ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
26. **RERA-PKL 1046/2018 (5th Hearing)**
Pawan Kumar Makharia ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents
27. **RERA-PKL 1202/2018 (3rd Hearing)**
Ipsaa Creations Pvt. Ltd. ...Complainant
Versus
Crown Realtech Pvt. Ltd. ...Respondents

Date of Hearing : 21.02.2019

CORAM :

Sh. Rajan Gupta
Sh. Anil Kumar Panwar
Sh. Dilbag Singh Sihag

**Chairman
Member
Member**

APPEARANCE :

1. Himanshu Raj, Counsel for Complainants in Complaint Nos. 822/2018, 894/2018, 895/2018, 899/2018, 961/2018, 962/2018, 963/2018, 964/2018, 965/2018, 967/2018, 969/2018, 970/2018,

983/2018, 984/2018, 985/2018, 986/2018, 987/2018, 988/2018, 989/2018, 990/2018, 991/2018, 992/2018, 997/2018, 998/2018, 1038/2018, 1202/2018.

2. Dr. Arvind Kumar in Comp. No. 563/2018
3. Rajinder Pal Singh in Comp No. 964/2018
4. Vaibhav Luthra in Comp. No. 1046/2018
5. Kamal Dahiya & Anurag Singh, Counsel for Respondents & Sh. Surender Kumar Vasudeva Managing Director.

Order:

1. All the above captioned cases have been taken up together as the grievances involved therein are similar and against the same project of the respondent wherein the lead case is **Puneet Jain vs Crown Realtech Pvt. Ltd Complaint No. 962/2018.**
2. The Authority had adjourned these matters several times on the request of the respondents to enable them to file reply as well as other relevant information as directed vide orders dated 30.01.2019 and 06.02.2019. Today respondent has supplied all information in compliance of order dated 06.02.2019 except point vi and vii ie.

“vi. List of all allottees in Phase I.

vii. Affidavit as to what physical arrangements of manpower, machinery, material etc. has been made to start construction work on 06.03.2019 as per their commitment.”

3. Today, initiating his arguments learned counsel for complainant states that the complainants in this bunch case has prayed for early possession of their booked unit in addition to the amount promised by the promoter as assured monthly return with interest since such payment was stopped by the promoter after 2016 and compensation for delay in delivery of the units. He further states that the respondent has neither filed his reply nor paid the cost already imposed on him.

4. Learned counsel for the respondent on the other hand, has reiterated the plea taken by him earlier that reply could not be filed due to the fact that the proceedings were initiated against the respondent company before National Company Law Tribunal, New Delhi. Nevertheless, he is directed to file reply as well as deposit entire cost imposed till date by the Authority before the next date of hearing.

5. In this background, the lead case, in **Complaint No. 962/2018 titled Puneet Jain vs Crown Realtech Pvt. Ltd** is taken up. The facts of the same, in brief, are that the complainant booked a commercial property measuring 190 sq. fts. super area in the project named "Abacus Technopark" of the respondent in district Faridabad. An allotment letter was issued on 10.03.2012. The total sale consideration of the unit was

Rs.8,00,000/- out of which he had already paid Rs.6,00,000/- till March,2012.

The main grievance of the complainant is that despite payment of about 75 percent of the total sale consideration, the respondent has not delivered the possession of the said unit by deemed date of delivery i.e March,2013 as per clause (x) of Annexure-I of allotment letter dated 10.03.2012.

He further states that as per the allotment letter, respondent has promised to pay an assured monthly return of Rs. 27,500/- w. e. f. 09.03.2012. But, the respondent promoter stopped payment of assured monthly return since 2016. Complainant made several efforts to resolve the same but in vain. Moreover, there is no construction work at site.

Therefore, left with no other option the complainant filed the present complaint before the Authority seeking delivery of actual possession of the booked unit along with delay compensation and payment of outstanding assured monthly return.

6. Whereas the Managing Director, Mr. Surender Kumar Vasudeva admits that the project is at present incomplete due to financial hardships; so the units could not be delivered in time. He further states that the respondent company has bonafide intention to complete the

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project and honour his commitment. He further submits that the project is being developed in two phases. There are 192 units in the Phase -I (Tower -B1) which stand allotted at present, and there are 26 allottees complainants who have approached the Authority. He assures delivery of all booked units in Tower B-1 by December 2019 and in case of Tower B-2 by May, 2020.

He further, states that the total amount required to complete the project is about Rs. 35 crores, in addition of, an amount of Rs. 3.56 crores, payable to the Department of Town & Country Planning on account of External Development Charges. He also informs that Rs. 39.60 lakhs has already been deposited on 03.12.2018 with the Department of Town & Country Planning and the remaining amount would be deposited shortly for getting their licence renewed. He has also stated that the company is devout to complete the project in phased manner and accordingly financial arrangements are being made to complete the project. At last he also submits not to grant refund at this stage, otherwise the entire project would be jeopardised and such orders will not only aggravate financial hardships but also will hinder the completion of the project.

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He also assures the Authority that he is ready to comply with any directions of this Authority given from time to time. Considering the written as well as verbal averments of both the parties, the Authority observes that in case refund is granted to the complainants at this critical stage, then the interest of rest of the allottees would be seriously jeopardised and the project would not get completed. The Authority considers its responsibility to protect the interest of all the allottees including the complainants as well as the promoter in the larger interest of the public.

7. The Authority further observes that the project in question is comprised of two phases, Phase -I (Tower B1) and Phase -II (Tower B2). Tower B1 has been reported to be completed upto 80-85 percent and there is a possibility of its completion considering the fact that endeavours to arrange financial arrangements are being made by the respondent.

As per the statement made by the Managing Director of the respondent company, Mr. Surender Kumar Vasudeva on 06.02.2019, they will start the construction from 31st March, 2019 and will complete Phase -I i.e. Tower B1 by Dec, 2019 and Phase -II i.e. Tower B2 by May, 2020.



8. Authority further observes that learned Counsels for both the parties, have agreed today, that all the complainants do not wish to withdraw from the project, rather they would like to continue with the project and get the delivery of possession of their booked unit within the timeframe committed by the promoter along with delay compensation as to be awarded by the Authority till the delivery of possession of their units.

The Authority while appreciating and accepting the willingness of the complainants to continue with the project and wait for delivery of their booked property, has indicated its intention that complainants will be compensated either by payment of outstanding assured monthly return as per agreement or delay compensation from deemed date of possession till actual possession. Authority has declined the request of the complainants to grant delay compensation as well as assured monthly return since grant of both will amount to ^{wrongful} enrichment of the allottees. Therefore, the allottees including the present complainants are entitled only to get Assured Return as per the agreement or as per Rule 15 as awarded in **Complaint No. 113 of 2018 titled Madhu sareen vs BPTP Ltd. and Complaint case No.49 of 2018- Parkash Chand Arohi V/s Pivotal Infrastructures Pvt. Ltd.**

Only two complainants in Complaint No. 474 of 2018 titled Salil Brar & others vs Crown Realtech Pvt. Ltd. and Complaint No.s 475 of 2018 titled Urmila Jain vs Crown Realtech Pvt. Ltd. initially sought refund along with interest. But later on they, filed a separate application with a prayer that they are no more interested in refund rather would like to take possession of their booked units.

9. Learned Counsel for all the parties are also of the view that instead of hearing all the complaints, one complaint may be kept alive as a lead complaint while others may be subsumed into the lead complaint.

10. In view of the above facts and circumstances and on request of both the parties, all the complaints captioned above except Complaint No. 962 of 2018 titled Puneet Jain vs Crown Realtech Private Ltd are hereby disposed of as withdrawn and the proceedings of each of the complaint carried out so far stands subsumed into the lead case **Complaint No. 962 of 2018 titled Puneet Jain vs Crown Realtech Private Ltd.**

It is further observed that the matter shall come up for hearing every month to review & monitor monthly progress of construction work undertaken by the respondent in both the phases of the project.

Hence the Authority gives the following directions to the promoter:



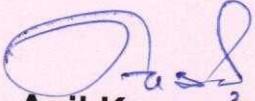
- i. The respondent shall open an "Escrow Account" in which he should contribute an amount of Rs. 5 crores by 15.03.2019 and shall produce a statement of accounts reflecting the abovementioned amount in the Escrow account. He shall use such finance only for the completion of the project.
- ii. Prepare and submit a monthly schedule of completion of the construction work as well as the amount to be spent on various construction activities in each month starting from March, 2019 till December, 2019 for Phase -I (Tower- B1) and March, 2019 till May, 2020 for Phase -II (Tower- B2).
- iii. State on affidavit, the details of present financial arrangements made by the respondent required for construction work and the present status of actual work done at site in both the phases.
- iv. Prepare statement of account in respect of each allottee/ complainant. In the statement of account, the amount payable by the allottees to the developer and the amount payable by the respondent to the allottees including assured monthly return due to the allottees/complainants till date shall be reflected. However such amount will be paid to the allottees only after the completion of the project.

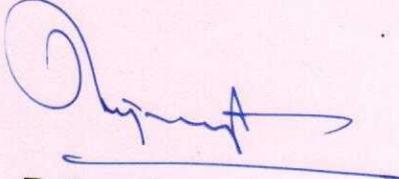
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- v. Upload the list of allotted and unallotted units along with the details of the allottees in Phase -I & Phase -II of the project.

Adjourned to **28.03.2019.**


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman