



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 660 OF 2021

Sumit Kumar

....COMPLAINANT

VERSUS

Raheja Developers Ltd.

....RESPONDENT

CORAM:

Anil Kumar Panwar
Dilbag Singh Sihag

Member
Member

Date of Hearing: 14.10.2021

Hearing: 3rd

Present: - Mr. Kunal Thapa, Ld counsel for the complainant
through VC

Mr. Kamal Dahiya, Id Counsel for the respondent

ORDER (DILBAG SINGH SIHAG-MEMBER)

While perusing case file, it is observed in nutshell that the complainant had booked a unit bearing no.10008 in Tower B2 in the project namely, 'Raheja's Krishna Housing Scheme, Sector-14, Sohna' to be developed by the respondent company in the year 2015. Basic sale price of the unit was ₹12,80,380/- against which complainant had already paid ₹6,56,876/-

Unit was allotted to the complainant on 17.11.2015 and on the same date, builder buyer agreement was executed between both the parties. As per agreement, respondent had to hand over possession by 17.11.2018. But respondent had not offered possession as construction of the Tower in question was not complete. On 17.05.2018, complainant requested the respondent to refund amount paid by him but respondent did not pay any heed to his request. As a result, he was compelled to file present complaint. Now, complainant is praying for handing over possession to the complainant along with delay interest.

2. On the other hand, respondent in his pleadings has conceded that that unit bearing no. 10008 was allotted to the complainant vide allotment letter dated 17.11.2015 for project in question. He further submitted that construction of the project has been in full swing and possession would be handed over by end of the year 2021. However, there is no mention in the pleadings as and when respondent would complete the project and file application for grant of occupation certificate. Learned counsel further pleaded that possession was to be delivered within 48 months from the date of receiving necessary clearances and sanction of building plans whichever was later. However, project has been delayed due to delay in approvals from the competent authorities. It is further submitted that as per clause 5.3 of the agreement to sell, complainant is not entitled to claim any delayed possession compensation as it was agreed upon between both parties that respondent



would not be liable to pay any compensation due to delay in necessary approvals for developing infrastructure facilities of the project. Tower B2 in which complainant's flat is situated is more than ninety percent complete and possession will be handed over once basic infrastructure facilities like EDC works gets completed from the competent authorities.

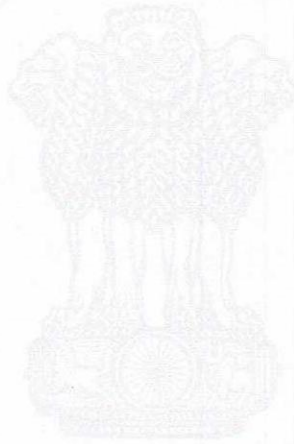
3. After going through written submissions as well as verbal pleadings of both parties, it is established without any doubt that complainant booked the flat in 2015 and he had paid fifty percent (₹6,56,876/-) of the total sale consideration i.e. ₹12,80,380/-. As per agreement, respondent was obliged to hand over possession of the flat within 48 months from the date of approval of necessary building plans and environment clearance. Complainant's grievance is that neither construction has been completed nor any possession has been offered even after lapse of over 6 years from the date of booking. Respondent does not dispute the payment of alleged money to him. His plea is that delay in completion of the project is not intentional rather it has been caused due to non-approval of building plans and environment clearance from the competent authority. Respondent further asserted that he has full intention of completing the project and hand over possession of completed apartments to the allottees.

Considering above facts, delay in handing over of the possession of the unit has been established. Therefore, the respondent is liable to pay interest as



per Rule 15 of HRERA Rules, 2017 to the complainant on account of delay in delivery of possession from the deemed date of possession to the date on which complainant will take possession of the unit after obtaining occupation certificate. The complainant will also be liable to pay the balance dues in terms of BBA as and when possession would be offered after obtaining occupation certificate from the competent authority.

5. Case is accordingly disposed of. File be consigned to record room after uploading of order on the website of the Authority.



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ANIL KUMAR PANWAR
[MEMBER]

A handwritten signature in blue ink, appearing to read 'Dilbag Singh Sihag', is written over a dotted line.

DILBAG SINGH SIHAG
[MEMBER]