



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 483 OF 2021

Saket Bhatia

....COMPLAINANT

VERSUS

1.M/s Astrum Value Homes Pvt Ltd.

2.M/s Stanza Developers and Infrastructure Pvt Ltd.RESPONDENT(S)

CORAM: **Rajan Gupta** **Chairman**
 Dilbag Singh Sihag **Member**

Date of Hearing: 07.12.2021

Hearing: 4th

Present: - Ms. Rupali Verma, Advocate
 Counsel for the complainant through VC

 Mr. Shobit Phutela, Advocate
 Counsel for the respondent

ORDER (RAJAN GUPTA-CHAIRMAN)

1. Case of the complainant is that original allottee Mrs. Prachi Das booked a residential apartment on 11.09.2012 in the project namely 'La Regencia', Panipat to be developed by the respondent. Apartment buyer agreement was executed between the parties on 02.04.2014 and allotment of apartment bearing no. G-301 measuring 1693 sq ft was made in the name of original allottee. Thereafter, complainant, Mr. Saket Bhatia had purchased the apartment on 22.01.2015 from original allottee and it has been endorsed by the respondent in the name of complainant on the same date. Basic sale price of the apartment was ₹54,17,600/- against which she had paid ₹48,48,214/- of which details are attached at Annexure C-4. Possession of apartment was to be delivered within 30 months from the date of execution of buyer's agreement i.e. upto 02.10.2016. Complainant is now praying for handing over of possession of the apartment along with delay interest.

2. Respondent in his written submissions has admitted the booking of apartment in para no. 2 at page 6. However, he further submitted that project got delayed due to non-payment of instalments by the complainant as per payment schedule. Further, it is stated that date of possession of the apartments was tentative and was subject to force majeure conditions. Promoter is trying his best to complete the tower in question.



It is noted by the Authority that a sou moto complaint no. 801 of 2018 has been registered against the respondent for monitoring construction work of the project in question and Towers G is 86% complete. Possession of the apartment will be offered shortly.

3. After hearing both parties and perusing relevant record, it has been observed by the Authority that respondent was supposed to deliver possession by 02.10.2016 in terms of builder buyer agreement executed on 02.04.2014. but possession has not been offered till date by respondent to complainant. Regrading status of construction of project it has been submitted by the respondent that construction work is going in full swing and possession will be offered shortly. Considering the written submission of the respondent the Authority is of view that respondent has failed in his duty to deliver possession within the stipulated time. However, in sou motu complaint bearing no. 801 of 2018, the Authority is monitoring progress work of the project. Learned counsel for respondent also stated that respondent is making efforts to complete the project and will hand over possession of the apartments shortly as construction work is still going on in full swing. Therefore, allowing upfront payment of delay interest at this stage may jeopardise entire construction work and allottees will suffer again. Therefore, a direction is hereby given to the respondent to hand over possession of the apartment to the complainant after obtaining completion/occupation certificate. The respondent is also liable to pay interest to the complainant interest on account



of delay in delivery of possession from the deemed date of possession i.e. 02.10.2016 in this case, to the date on which the complainant will actually take possession at the rate prescribed in Rule 15 of HRERA Rules, 2017. The amount of delay interest payable to the complainant for the period from 02.10.2016 (deemed date of possession) to 07.12.2021 (date of order) was got calculated by the Accounts Branch of this Authority on the basis of details of payments disclosed by the complainant. Said amount has been worked out to ₹23,37,185/- and the same will also be adjusted towards the outstanding dues payable by the complainant. The Authority further orders that future amount of delay interest payable to the complainant will also be calculated by the respondent and be adjusted from the outstanding amounts to be paid by the complainant.

4. **Disposed of** in above terms. File be consigned to record room.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]