



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 765 OF 2021

Sumit Kumar

....COMPLAINANT(S)

VERSUS

Jindal Realty Pvt. Ltd.

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 14.12.2021**

**Hearing: 3<sup>rd</sup>**

**Present: - Mr. Sumit Kumar, Complainant through VC  
Mr. Drupad Sangwan, Counsel for the respondent**

#### **ORDER (RAJAN GUPTA-CHAIRMAN)**

Present complaint is for execution of order dated 25.03.2021 passed by this Authority in complaint no. 2712/2019 titled as Sumit Kumar vs Jindal Realty Pvt Ltd. On the last date of hearing respondent was directed to file revised statement of accounts in terms of previous order dated 26.10.2020.

2. Today, ld. counsel for respondent has filed statement of account in the Court. Said statement has been taken on record. Copy of same has been supplied to complainant in the Court itself.

3. Perusal of said statement reveals that respondent has to pay delay interest of Rs 7,64,490/- to complainant and complainant has to pay Rs 5,40,458/- out of

which complainant is having objection to interest charged on delayed payment amounting to Rs 53,773/-stating that said interest should be charged on due amount of Rs 1,62,000/- which as per his calculation comes to Rs 34,000/. Further he is having objection to interest and GST on Maintenance charges amounting to Rs 11,772/- and Rs 2,118.96/- respectively and club membership charges amounting to Rs 88,500/- for the reason that club is not in existence in the project.

4. Regrading issue of club charges, ld. counsel for respondent states that these charges are already agreed between the parties in the builder buyer agreement executed for the booked unit. Now, complainant cannot object to it. Further he stated that detailed calculation of interest on delayed payments have been attached with the sheet for reference.

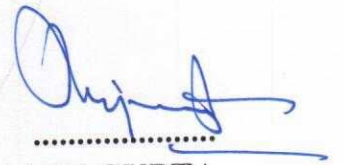
5. After hearing submissions of both parties and perusing relevant record, it is observed that complainant is having objection to the amount of Rs 53,773/- charged on account of interest on delayed payments; Rs 88,500/- charged on account of club membership charges; and Rs 13890.96 (11,772+2118.96) charged on account of interest and GST on Maintenance charges. Taking up these objections one by one, first of all with regard to issue of interest on delayed payments it is clear that complainant was bound to pay remaining amount of Rs 1,62,000/- only and accordingly interest on said amount works out to Rs 34,000/- so the respondent is entitled to charge only Rs 34,000/- and not Rs 53,773/-. Second, with regard to issue of club charges it is not disputed that these charges

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were already agreed upon by both parties as per terms of builder buyer agreement however at present club is not functional therefore respondent can only claim these charges when club becomes operational. Third, issue is in respect of interest and GST on maintenance charges, the Authority is of view that complainant is only liable to pay dues towards maintenance charges not including interest and GST thereupon. So, these charges are held not payable and stands struck off.

6. In view of aforementioned observations, total receivables works out to Rs 4,19,142/- and total payable works out to 7,64,490/- which in essence means that respondent has to pay amount of Rs 3,45,348/- to the complainant-allotee. So, the respondent is directed to pay an amount of Rs 3,45,348/- to the complainant-allotee within 30 days of uploading of this order and complainant is also directed to take possession of unit within 7 days of receipt of said amount.

7. Present execution stands **disposed of** in above terms. Order be uploaded on the website and file be consigned to record room.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]