HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1072 OF 2021

Ajay Ahuja ...COMPLAINANT(S)

VERSUS

RPS Infrastrucure Limited ....RESPONDENT(S)

2. COMPLAINT NO. 1073 OF 2021

Ajay Ahuja ...COMPLAINANT(S)

VERSUS

RPS Infrastrucure Limited ....RESPONDENT(S)

CORAM: **Rajan Gupta** **Chairman**

Dilbag Singh Sihag **Member**

Date of Hearing:05.07.2022

Hearing: 3rd

Present: - Mr. Balvinder Sangwan, Ld. Counsel for complainant through VC.

Ms. Manpreet Khurana , Ld. Counsel for respondent though VC.

<u>ORDER</u> **(RAJAN GUPTA-CHAIRMAN)**

1. Captioned complaints have been taken up together as grievances involved and facts of the matter are identical and against same project of the respondent. Complaint No. 1072 of 2021 titled Ajay Ahuja Vs RPS Infrastrucure Limited has been taken as lead case.

2. Cae of the complainant is that he booked an apartment no. 1206 at 12th Floor in Tower T-02 in Group Hosing Project of respondent namely "RPS Auria" situated at Sector-88, Faridabad by paying booking amount of Rs. 5,00,000/- on 07.02.2018. Said apartment was booked under INTEREST SUBVENTION SCHEME by way of a tripartite agreement whereby down payment of Rs.17,50,000/- was made by complainant and bank loan of Rs. 75,00,000/- was got sanctioned and disbursed by State Bank of India directly to respondent.Accordingly, a total amount of Rs. 92,50,000/- was paid to the respondent by/on behalf of the complainant out of the basic sale price of the unit amounting to Rs. 84,00,000/-. As per tripartite agreement dated 06.03.2018, respondent was supposed to pay EMI's to the bank against the loan till handling over of possession of apartment to the complainant. The respondent paid EMI's only upto Sep, 2019 and stopped making payment of EMI thereafter. As a result, complainant received notice from SBI, and now burden of paying EMI has fallen upon the complainant .

Complainant further submitted that he had requested respondent twice vide formal request dated 21.08.2021, and thereafter by way of legal notice dated 30.08.2021 to refund the amount of balance loan of Rs.

70,30,808 to SBI and also the amount paid by complainant to him. Complainant has not received any reply from respondent to either the formal request or the legal notice nor any offer of possession has been made to him till date.Considering these facts, complainant has lost faith in respondent and prays for refund of the down payment of Rs. 17,50,000/- along with interest, and repayment of entire outstanding bank loan directly to the bank and discharge the complainant of his liablity.

3. In rebuttal, Ld. cousel for respondent argued that as per Apartment Buyer's Agreement executed between the parties on 12.02.2018, construction of said unit was agreed to be completed within 48 months from the date of execution of agreement, as per clause 23 of the agreement ie., by 12.02.2022. Therefore, this complaint is premature, thus, liable to be dismissed.

Further, Ld. cousel for respondent apprised the Authority that captioned complaints pertains to project RPS-Auria and respondent-promoter has already completed its construction work and has also applied to DTCP, Haryana for grant of occupation certificate on 05.04.2022. Thus, he will deliver possession of said unit after receipt of occupation certificate from authority concerned.

4. After hearing both parties and perusal of record of the case, authority observes that since construction of the project is almost complete, therefore, respondents shall handover possession of allotted unit to the complainant

after obtaining occupation certificate from the authority. However, promoter-respondent is liable to pay interest on account of delay caused in handling over of possession from the deemed date of possession till actual and lawful delivery of possession of booked unit is made to the complainant after obtaining Occupation Certificate. Respondent is liable to pay to the bank entire backlog of unpaid EMIs. Respondent shall clear these dues immediately.Any and every liablity on account of non-payment of EMIs shall be that of the respondent only. Respondents shall clear their dues without further delay.

During the course of hearings, Authority had directed complainant to file latest bank statement showing therein the amount to be paid by respondent to SBI housing loan.He may apprise respondents timely so that respondents clear the same before next date.

5. With these directions, cases are adjourned to **20.09.2022.**

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RAJAN GUPTA
[CHAIRMAN]

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DILBAG SINGH SIHAG
[MEMBER]