



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1341 OF 2022

Raj Kumar Balain

.....COMPLAINANT

Versus

1.M/s Parker Buildes Pvt. Ltd
2. Ms Javier Management Pvt. Ltd

.....RESPONDENTS

2. COMPLAINT NO. 1342 OF 2022

Prem Lata

.....COMPLAINANT

Versus

1.M/s Parker Buildes Pvt. Ltd
2. Ms Javier Management Pvt. Ltd

.....RESPONDENTS

3. COMPLAINT NO. 1343 OF 2022

Raj Kumar Balain

.....COMPLAINANT

Versus

1.M/s Parker Buildes Pvt. Ltd
2. Ms Javier Management Pvt. Ltd

.....RESPONDENTS

CORAM: Dr. Geeta Rathee Singh
Nadim Akhtar

Member
Member

Hearing: 6th

Date of Hearing: 12.09.2023

Present: - Mr. Kamal Dahiya, Id counsel for the complainants.
Mr. Gaurav Gupta, Id counsel for the respondents.

ORDER (NADIM AKHTAR- MEMBER)

1. Id counsel for the complainants referred to the facts of complaint no. 1341 of 2022 and stated that complainant booked 3 units in the project of respondent in the year 2011. Builder buyer agreement (BBA) was executed on 08.07.2011 with total cost of shop as ₹19,06,500/-. As per clause 4 of BBA the construction of unit was to be completed within 36 months from date of execution of agreement or within an extended period of 6 months subject to force majeure conditions or reasons beyond the control of builder. However, no force majeure conditions ever came into existence, hence due date of possession as per agreement was 08.07.2014. Respondent has failed to hand over possession of unit on time and complainant has sought relief of possession along with delay interest. Further, he refers to page no. 20 of complaint mentioning various deficiencies found in the unit which the respondent failed to rectify. At page no. 20 following deficiencies have been pointed out:



- a. Internal flooring is incomplete as flooring tiles of size 2X2 of a reputed company is not affixed even after receipt of Rs.1,90,647/- for flooring by the respondent
 - b. No provision of electric distribution and switch boxes, Conduit Pipes have not been laid and wires have not been provided therein. Even the installation points for fans, light and A.C. have not been provided.
 - c. Feeder cable and earth wire hanging loosely despite receipt of Rs. 1,90,647/- for electrification.
 - d. Iron Pipes of 4" and 5" diameter that is meant for fire fighting system are hanging loose along the roof that is detrimental to the inhabitants of shop. Even false ceiling has not been provided to cover these iron pipes.
 - e. There is no provision of water supply in the shop in question whereas water supply connection has been provided to all units/shops located at ground floor to 8th Floor.
 - f. The size of unit in question is much smaller i.e. only 280 sq.ft. whereas the size of unit was mentioned to be 465 sq.ft. in the Builder Buyer Agreement.
2. Ld Counsel for complainants stated that the present complaints have been filed again as earlier complaint no. 2282, 2283, 2284 of 2019 were dismissed by the Authority for non-prosecution of complainants with liberty to file fresh complaints vide its order dated 30.3.2022 on page no. 86.
3. Further, by referring to page no. 113 and 114, he mentions observations of Hon'ble Authority vide its order dated 26.02.2020, which are reproduced below:



"The Authority on prima facie appraisal of documents and after hearing the complainant decided to make following observations in respect of each of referred deficiencies:

The agreement executed between the parties specifically provides that a sum of 1,90,647/- will be payable on flooring. Concededly, the complainant was allotted three shops on upper ground floor. This would show that the roof top of the lower ground floor structure was to serve as the floor for the shops allotted to him. The very fact that the respondent collected an amount of 1,90,647/- for flooring shows that something extra over and above the roof top of the lower ground structure was required to be laid on the floor of the complainant's shops and the amount being so charged was for meeting the expenses of such additional material. The complainant's version is that the amount so charged was for affixing tiles and his version, in the tiles and absence of some cogent material disproving the same, deserves acceptance.

ii) It is evident from the photographs produced on record that the feeder cable and earth wire are hanging loose. There are no distribution and switch boxes provided in the shops. It is not clear whether or not conduit pipes have been laid and wires have been provided therein for electrification. So, the Authority finds prima facie merit in the allegation that deficiencies in respect of electrification work exists for which the respondent had charged Rs. 1,90,647/-.

iii) The complainant plea on the point that deficiencies exist in providing water supply services to the shops can be looked into only if romoter was obliged to provide services as per terms of agreement executed between them.



iv) An iron pipe is indeed hanging loose along the roof as per photographs placed on record and respondent deserves to be directed to cover the same as per terms of agreement,"

4. He stated that respondent rectified the deficiencies as mentioned in point (i), (ii) and (iv) but failed to rectified deficiency of water supply mentioned in point (iii). Therefore respondent may be directed to provide the same.
5. Further, Id counsel for complainants stated that cancellation dated 29.10.20220 done by the respondent is illegal as respondent raised certain demands which are not applicable on him. He approached this Authority in year 2020 therefore cancellation during the course of proceeding is illegal. Thus, his interim prayer is for stay of cancellation issued by the respondent.
6. He further stated that Parker City Centre is a project being developed by the respondent in sector 62, Kundli, Sonipat, Haryana and developed in two parts ,i.e., one part deals with commercial shops and other part deals with suites. However terms and conditions of builder buyer agreement for both the parts are exactly the same and common. The respondent in reply to complaint no. 2282/19 in para 20 on page no. 17 has admitted that complainant and his wife had booked five units in total. Furthermore, it has been admitted by the respondent that complainant along with his wife has taken possession and conveyance deed has been done of two units ,i.e., unit no. 201 and 207, which the respondent claim to be suites and not shops. It is pertinent to mention that Builder Buyer Agreement of such purportedly suites are exactly similar to the BBA of shops as allotted to the complainant. There is no material difference in terms and conditions of the both BBA's. Thus, specification of the purportedly suites should be



The specification of shops and as per the impression given by the respondent's representatives at the time of booking. Had the impression given by the respondent's representative would be different for suites and shops then complainant would not have booked the shops at that time. Because of false impression, deception and wrong promises made by the respondent's representatives, the complainant got an impression that suites and shops would be of same specifications. Moreover, the cost of suites is less than cost of shops inspite of the fact that area of suites is bigger than area of shops. So, the complainant had every reason to believe and trust on the presentation, promises made by the respondent's representatives at the time of booking. The respondent's representatives have misled and misrepresented the facts and lured the complainant to invest in their project by purchasing 5 shops. Interestingly, the respondent has used the term "SHOP" for all the units booked by the complainant, out of which now the respondent is claiming that 2 units are not shop but suites. However, the allotment letter, BBA and conveyance deed executed or issued by the respondent, the term used "SHOP" for such units which respondent allegedly states as "SUIT".

7. By referring to order of Authority in **complaint no. 63 of 2018** titled "**Vikram Singh Malik v. M/s Parker Builders Pvt. Ltd**", on page no.166 "*whereby the offer of possession before obtaining occupation certificate has been held invalid by the Authority and further Hon'ble Authority observes that second offer of possession after obtaining occupation certificate is not valid as complete details of receivables and payables amount were not specifically disclosed to the complainants. Respondent has been further directed to pay delay compensation to the complainants from deemed date of possession till actual date on which offer of possession would be made in terms of this order.*" Similar is the case of complainant as occupation certificate obtained by respondent is



- not valid and hence offer of possession is also not valid. Therefore, in same terms of complaint no. 63 of 2018, he sought relief of delay interest from deemed date of possession till valid offer of possession.
8. On the other side Id counsel for respondent stated that he is not prepared with the arguments therefore sought time for the same. Regarding cancellation of unit he stated that he will confirm it from the company.
9. Part heard. Respondent is directed to maintain status quo as on today, with reference to the units of complainants in the present complaints, till the matter is adjudicated by the Authority.
10. Adjourned to **05.10.2023**.



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DR. GEETA RATHEE SINGH
[MEMBER]



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NADIM AKHTAR
[MEMBER]