



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1359 of 2021

Dr. Sangeeta Gorang

....COMPLAINANT

VERSUS

Anil Gupta, Managing Director

Sunniva Promoters and other directors

....RESPONDENT

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Date of Hearing: 12.08.2024

Hearing: 8th

Present: Adv. SP Singh, counsel for complainant.

Adv. Neeraj Goel, counsel for respondent through VC.

ORDER: (NADIM AKHTAR-MEMBER)

1. Ld. counsel for the complainant reiterated the basic facts of the case and stated that Anil Gupta through his Sunniva Promoters invited application for allotment of under construction flats in the year 2007. Complainant applied for the same and was provisionally allotted flat no. C-702 through allotment letter dated 18.09.2007. Both the parties entered into a Flat Buyer Agreement dated 18.09.2007 for a total sale consideration of ₹24,74,680/-.

However, Sunniva Promoters Pvt. Ltd. didn't sign on each page of flat buyer agreement and the allotment letter.

2. He further stated that respondent has failed to execute the conveyance deed and registry of flat no. C-702. Respondent has not received completion certificate for the project in question from the competent Authority. As per clause 12.2 of the terms and conditions of allotment letter annexed by the complainant as Annexure P-4, respondent was under an obligation to deliver the possession of the unit within a period of 24 months from the date of execution of flat buyer agreement or from the start of the construction whichever is later. Meaning thereby, respondent was obligated to handover possession of the unit to the complainant by 18.09.2009. Further, he referred to accounts statement annexed as Annexure R-2 with reply by the respondent no. 6, which reflects that an amount of ₹1,04,054/- was due from the side of respondent and was payable to the complainant without getting the conveyance deed done. Same has not been received by the complainant till date. Further, as per the said statement of account respondent is also charging an amount of ₹10,200/- as registration charge from the complainant.
3. Authority enquired from the ld. counsel for complainant that complainant has made his last payment in the year 2010, after that what proactive steps were taken by the complainant for seeking possession of the booked unit?



To which, ld. counsel for complainant replied that there were oral communications held between the parties. However, there is no documentary evidence to prove the same.

4. On the other hand, ld. counsel for respondent stated that as per pleadings of the complainant on page no. 8 of the complaint book, complainant has herself admitted that possession of the unit was received by the complainant on 18.09.2010. Therefore, complainant is resident of her booked unit. Furthermore, complainant had only paid basic sale price of the unit. Due to this reason respondent has not issued a letter of offer of possession to the complainant. Ld. counsel for respondent further stated that respondent has also received occupation certificate from the competent Authority. Authority observed that copy of occupation certificate is not placed on record by the respondent. Further, he stated that as per letter issued by the respondent to complainant on 30.10.2013, annexed as Annexure R-4, complainant was called for registration of the conveyance deed of his booked flat, subject to the condition that complainant will make his pending payment of ₹2,56,000/- to the respondent in order to get his conveyance deed executed. Same was not complied with by the complainant.
5. Further, complainant has failed to make timely payments to the respondent as per terms and conditions of the agreement. He refers to schedule II on



page no. 36 of the complaint book wherein, details of balance payment to be paid by the complainant are mentioned. Clause 9 of the Flat Buyer Agreement states that complainant was bound *"to make payment on demand all taxes, charges etc. (including any enhancement in EDC etc.) of any kind whatsoever whether levied or leviable in present or in future on the said land and/or Building(s)/ Project/ Complex thereon as the case may be from the date of booking of the flat and so long as each flat is not separately assessed for such taxes for the land and/ or the building(s), same shall be payable and be paid by the Second Party in proportion to the area of the Said Flat."* He also referred to clause 10 of the agreement which reads as, *"that the Second Party agrees and binds himself to pay the charges for water and electricity/ power consumed in the said Flat as per the meter reading installed for the same o billed by the First Party/ Maintenance Agency."* Clause 11 of the agreement states that *"...That any delay in making the payments without prejudice to other rights of First Party/ Maintenance Agency shall entitled for interest-cum penalty @24% P.A. on the dues from the date till the date payment from the Second Party.* In view of above provision of flat buyer agreement, respondent counsel stated that complainant shall be liable to pay the remaining amount in order to get conveyance deed executed and so far complainant has failed to abide by the terms and conditions of the agreement.



6. After hearing both the parties, Authority orders as follows:-

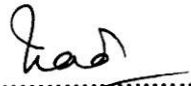
- a. Complainant is directed to place on record documents proving that some form of communications was made to the respondent after making the last payment to the respondent for the purpose of seeking possession from the respondent.
- b. Further complainant is also directed to place on record the documents proving that rebuttal was made to the demand letters issued by the respondent to the complainant seeking payment on account under various heads.
- c. In addition, perusal of files revealed that complainant has not placed on record complete receipts issued by the respondent for the paid amount. Complainant is directed to file copies of all the receipts of payment made to the respondent, in the registry. In case, there are no receipts, then complainant has to file an affidavit stating therein the exact amounts and dates on which the said amounts were paid by the complainant to the respondent duly supported with bank statement of account highlighting the dates of payments.
- d. Complainant is further directed to submit above referred required documents with an advance copy supplied to the opposite in next four weeks from today.



- e. Respondent is directed to place on record the copy of Occupation Certificate issued by the competent Authority before the next date of hearing.

7. Case is adjourned to 02.12.2024 for arguments.


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CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]