



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 1862 OF 2023

Usha Rani Sachdeva

...COMPLAINANT

VERSUS

Parsvnath Developers Ltd.

....RESPONDENT

**CORAM: Dr. Geeta Rathee Singh  
Chander Shekhar**

**Member  
Member**

**Date of Hearing:** 09.04.2024

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

**Present:** Mr.Devansh Khanna, Id. Counsel for the complainant through VC.  
Ms. Rupali S. Verma, Id. Counsel for respondent through VC.

### ORDER:

1. This case was listed for hearing on 06.03.2024, however, due to reconstitution of benches, it is taken up today.
2. Today initiating his arguments, Id. Counsel for the complainant stated that the complainant booked a residential flat bearing no. TS-201 measuring 1780sq. ft. on 2<sup>nd</sup> Floor, in Tower-TS of the project namely 'Parsavnath Royale' of the respondent situated in Sector-20, Panchkula, Haryana in the year 2011. Flat buyer agreement was executed between both the parties on


14.02.2011. The basic sale price of the flat was Rs. 57,85,000/- against which complainant has already paid an entire consideration amounting to Rs. 58,90,050/- excluding an amount of 200,000/- for covered parking space.

3. Ld. Counsel for the complainant stated that grouse of the complainant is that despite taking an entire amount of Rs. 58,90,050/- from complainant respondent had not completed the construction of the flat. Rather, respondent forced the complainant to complete the entire flooring, walls, ceiling, hardware, fittings, fixtures, tiling, external and internal finishes, electrical fixtures, etc. in the said flat to avail the possession of the flat. In such circumstances, the complainant was left with no other option than to accept the frivolous demands of the respondent. Eventually, she took possession of the flat in the year 2020 and thereafter complainant had spent around 10 lakhs on the completion of the flat which was the duty of the respondent to complete. However, when complainant approached the respondent to avail their hard earned money back, as she had spent around 10 Lakhs on the completion of the flat which was the duty of the respondent to complete, the respondent has intentionally failed to give any response to complainant grievance. Feeling aggrieved from the conduct of the respondent, complainant served a legal notice to the respondent on 11.05.2023 for refund of entire paid up amount to respondent, however said notice was never replied by respondent. Hence the present complaint is



filed seeking the refund of entire paid up amount by complainant as the respondent has failed to deliver possession within the stipulated time and has utterly failed to provide the possession whilst providing all the basic amenities.

4. Thereafter, Ms. Rupali S. Verma, Id. Counsel for respondent sought time to argue the matter.
5. In view of the above, case is adjourned to 23.07.2024 for further arguments.

  
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**CHANDER SHEKHAR**  
[MEMBER]

  
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**Dr. GEETA RATHEE SINGH**  
[MEMBER]