



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 572 of 2023

1. Hemant Singh Jamwal and
2. Sudharshan Singh Jamwal

....COMPLAINANTS

VERSUS

RPS Infrastructure Ltd.

....RESPONDENT

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

Date of Hearing: 10.12.2024

Hearing: 5th

Present: Adv. Vivek Salathia, counsel for complainants, through VC.
Adv. Garvit Gupta, counsel for respondent, through VC.

ORDER

1. On the last date of hearing, i.e. on 12.03.2024, respondent was granted last opportunity to file reply and place on record the vakalatnama of Adv. Garvit Gupta as previously Adv. Manpreet Khuranna was appearing on behalf of respondent. Reply has been filed on 12.03.2024 and costs paid

on 04.04.2024; however Vakalatnama has still not been filed. Authority directs respondent counsel to place on record his Vakalatnama by the next date of hearing.

2. Today, ld. counsel for complainants submitted that complainants are seeking refund of the paid amount along-with interest. Unit buyer agreement was signed on 20.06.2013 and as per clause 18 of said agreement, respondent was duty bound to deliver possession of the allotted unit within a period of 36 months with a grace period of 6 months from the date of signing of the agreement, i.e. by 20.06.2016.
3. Further, ld. counsel for complainant submitted that possession was offered on 13.09.2024, while occupation certificate was received in March 2024. He submitted that along-with offer of possession dated 13.09.2024, respondent is illegally and arbitrarily demanding Rs.29 lakhs on account of cost escalation. Further ld. counsel for complainant submits that MoU signed on 03.06.2013 forms a part of the agreement and according to clause 3 of the same, respondent developer had undertaken the responsibility to provide assured return to the allottee on the amount received against net basic sale price as per the terms and conditions mentioned therein. Besides this as per email dated 02.01.2019, it is mentioned by respondent that as per agreed terms, the booking of complainant is eligible for assured returns, however due to unavoidable circumstances, issue of cheques for the financial year 2018-19 is taking



time. Thus, ld. counsel for complainant submits that respondent developer is admitting payment of assured returns which can be ascertained from reply filed by respondent, whereby as per clause (j), respondent submits that till date respondent has paid a total sum of Rs.27,73,287/- as assured returns for period commencing from 01.07.2013 to 06.10.2018 and for quarter July 2022 to October 2022. Furthermore, as per clause 3(ii) of the MoU dated 03.06.2013, ld. counsel for complainant submits that *if possession is delayed beyond 36 months as per clause 5 of MoU then no penalty for delayed possession as per buyer's agreement or otherwise will be given to second party except agreed assured return as per this MoU.*

4. Ld. counsel for complainants submit again that possession has been offered to complainants on 30.09.2024 and payment received in respect of assured returns is annexed with the complaint in tabular form. Further, they make another submission that they are ready to take possession only if respondent agrees to waive off Rs.12 lakhs as demanded from them and settle the matter.
5. On hearing submissions, Authority directs complainant to place on record the offer of possession along-with demand made by respondent to them. Further, if complainants wish to accept the offer of possession and settle the matter by adjustment of amount as respondent may agree, then they are directed to file an application for amendment of relief clause, as



during the course of hearing, ld. counsel for complainants submit that there is a possibility that complainants can accept possession if amount due is adjusted. On request of ld. counsel for both the parties, Authority grants an opportunity to both the parties to settle the matter before the next date of hearing.

6. Further, respondent counsel is directed to file their calculations in respect of assured returns and amount that is pending against complainants, along-with its Vakalatnama.
7. Case is adjourned to **22.04.2025** for further arguments.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]