



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 403 OF 2021

Asha Rani

...COMPLAINANT(S)

VERSUS

Rangoli Buildtech Pvt. Ltd.

...RESPONDENT(S)

2. COMPLAINT NO. 404 OF 2021

Upasana Dudeja

...COMPLAINANT(S)

VERSUS

Rangoli Buildtech Pvt. Ltd.

...RESPONDENT(S)

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 05.07.2022

Hearing: 4th

Present: Mr. Yashpal, Ld. Counsel for the Complainants.
Ms. Rupali Verma, Ld. Counsel for the respondent.

ORDER (RAJAN GUPTA-CHAIRMAN)

1. Captioned complaints have been taken together as a bunch for disposal since nature and facts of these complaints are identical and relates to same project

of the respondent. Complaint no. 403/2021 titled Asha Rani vs. Rangoli Buildtech Private Limited has been taken as lead case and facts of this case has been taken into consideration for disposal of this bunch of complaints.

2. Complainant submits that respondents advertised for booking in their residential plotted colony in Sector-16, Sonipat in December, 2004. In response a plot No. B-R1/23, measuring 350 sq. @5500/- per sq. yd was booked by the original allottees Smt. Santosh Nagru and Smt. Saroj Bala Gupta on 15.10.2005 in the project of the respondent namely "TDI Greens", Sector-16, Sonapat, by paying Rs.7,70,000/- as booking amount. A copy of receipt in respect of advance payment of Rs. 7.70 lacs has been annexed as Annexure A with the complaint book. No Plot buyer agreement was executed between original allottee and the respondent. Respondent allotted a said plot to original allottees vide allotment letter dated 17.01.2006. A copy of said allotment letter has been annexed as Annexure B.

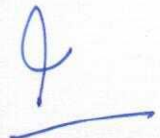
Complainant further submits that he purchased allotment rights of the plot from original allottees on 15.01.2007. Annexure-C has also been attached with the complaint vide which complainant has been confirmed as nominee/transferee of allotment in the records of respondent. An amount of Rs. 10,70,000/- has been paid against basic sale consideration Rs.25,93,850/-. Respondents also issued receipts in respect of payment of Rs.10.70 lacs. Copy of receipts have been annexed as Annexure A, Annexure D, Annexure E and



Annexure F with the complaint book. It has been alleged that respondents are using the complainant's hard-earned money for last 16 years without any response regarding possession of the booked plot. They never executed any Plot Buyer Agreement with complainant despite repeated requests and failed to handover unit to the complainant till date. Therefore, present complaint was filed before this Authority on 22.04.2021 to direct respondent to deliver possession of booked plot along with delay interest and compensation of mental harassment.

3. In response respondent has submitted that in the year 2005, original allottees had booked a plot in upcoming project of respondents-company namely TDI Greens and had paid an amount of Rs. 7.70 lacs towards provisional registration against basic selling price of Rs. 25,93,850/- {Rs. 21,17,500 + Rs. 4,76,350 (EDC @ 1361/sq. yd)}. Thereafter, complainants purchased booking rights from original allottees knowingly that no offer of possession was made to original allottee. Out of total cost of Rs. 25,93,850/-, complainant has paid only Rs.10.70 lacs.

4. Respondents further states that at a later stage, project area had to be reduced on account of policies and plans of Town and Country Planning Department, Haryana. Accordingly, on account of revised planning issued by the department, number of plots in the colony had also to be reduced. In order to deal with reallocation of plot in a fair and rational manner, a uniform criterion was adopted that allottees who have paid sale consideration upto 60% or more



alongwith 100% EDC were given reallocation of plots. Accordingly, as per criteria promoter raised demands for payment of outstanding amounts to all the allottees. Only those allottees were considered for allotment who chose to clear their outstanding dues. Respondents further submits complainant was called upon to pay outstanding amount and in case of default, booking will be cancelled. A statement of account was also made part of the record stating that balance of Rs. 8,88,598/- was due to be paid by the complainant to respondents. But complainant did not come forward for making outstanding payments. Therefore, allotment of complainant was cancelled on 16.12.2009 and complainant was advised to take refund of paid amount. Respondents again wrote letters dated 23.08.2013 and 22.01.2014 asking the complainant to collect the amount of Rs.10.70 lacs refundable to them. Further, a photocopy of the cheque no. 082752 dated 15.03.2014 of Rs. 10,70,000/- was also sent to complainant on 18.03.2014 to collect the same from respondent office but complainant never came forward to collect the cheque of refunded amount. Respondents have annexed copies of these letters and cheque as Annexure R-4, Annexure R-5 and Annexure R-6.

Respondents claim that plot of complainant had been cancelled long ago and it is the complainant who has failed to approach the respondents for collecting the amount refundable to him. Respondents have given details suggesting that their original colony of 113.383 acres was reduced to 105.683 acres because of



acquisition of 7.70 acres for public and semi-public facilities right and sector roads etc by Town and Country Planning department, Haryana.

5. Today is 4th hearing of the matter. Both parties once again argued the matter in detail. It was argued by Id. counsel for the complainant that alleged cancellation and reminder letters dated 23.08.2013, 22.01.2014 and 18.03.2014 to collect the refundable amount were never sent by the respondents, and they were never received by the complainant. He avers that respondents are making wrong statement of having sent cancellation notice. He argues that alleged cancellation letters are forged letters and an after-thought.

6. On the other hand, Ms. Rupali Verma, Id. counsel for respondents refer to the letters dated 23.08.2013, 22.01.2014 and 18.03.2014 (Annexure-R-4,5,6) whereby plot of the complainant was cancelled on account of non-payment and thereafter refund of the booking amount was duly offered along with photocopy of the cheque of refundable amount of Rs. 10,70,000/-. Learned counsel Ms. Rupali Verma states that all letters had been duly delivered to complainant and the said letters contains the same address of Complainant as Mrs. Asha Rani, H. no. 189, Sector-15, Sonapat, Haryana. She also showed stamp of India Post affixed on the letters sent to complainant.

7. Summing up her arguments, learned counsel Ms. Rupali Verma reiterates that overall size of the colony was reduced by Town and Country Planning Department, Haryana in public and semi-public exigencies. Those allottees who

came forward for making payments, were given allotments and those who failed to do so, cancellation letters were issued to them. Complainants did not come forward for making payment against the demands raised, therefore their plot was cancelled and an intimation was sent to them. The said intimation was also received by the complainant as is evident from postal receipts.

8. Authority has gone through the rival contentions. Authority observes and orders as follows: -

- i) There is no dispute to the fact that plot had been booked and endorsed in the favour of complainant in the project "TDI Greens". Later licence of the colony was transferred in favour of the present respondent M/s Rangoli Buildtech Pvt. Ltd. Further, there is no dispute to the fact that size of the colony was reduced by Town and Country Planning Department, Haryana by taking over 7.70 acres land for building roads and other public utility. There is no dispute that because of such acquisition by State Government, overall availability of plots in the colony reduced. No dispute is also being raised to the fact that some allotments had to be cancelled. There is no contradiction to the averments of respondents that a uniform criterion was adopted by respondents that those allottees who were called to make payments and had payment upto 60% of the agreed



consideration amount were given allotment and those who failed to do so, their allotment was cancelled.

- ii) The principal dispute herein hinges on averment that according to complainant, they never received any demand notice for making additional payments or any cancellation notice for having not made such payments. Case of respondents is that they had sent demand notices but complainants failed to respond to those demand notices. As a consequence, cancellation letter dated 16.12.2009 and refund letters dated 23.08.2013, 22.01.2014 and 18.03.2014 were issued which complainant denies having received. Complainant argues that said letters could not have been received. Case of respondents is that the address was correct and a postal receipt of letters having been sent is available and affixed on letters, copies of which have been made a part of record of this Authority.
- iii) Authority had observed that the address on cancellation letters i.e., Mrs. Asha Rani, H. no. 189, Sector-15, Sonapat, Haryana is a specific address and it is easy to deliver the letters on the said address of complainant. Also, Respondents have duly affixed postal receipt of the letters issued on 22.01.2014 and 18.03.2014 which on the face of it cannot be denied.



iv. Further, complainant have failed to produce any letter or document which they may have written to respondents between the year 2007 when booked plot was endorsed in favour of complainant and the year 2021 when they approached Authority against respondents. It is not understood why complainant chose not to pursue their case for allotment or for refund. He has to be fully aware of his rights. No reasonable explanation has been submitted as to why he did not pursue his matter for allotment with respondents between year 2007 and 2021. After long 13 years, complainant chose to file his complaint before this Authority. Complainant deliberately or negligently chose not to pursue his remedy or even seek refund of earnest money paid. Now at this belated stage, he presses for his rights which he chose not to pursue for long 13 years.

v) Authority concludes that respondents had fulfilled their responsibility of raising additional demands from complainant which complainant failed to respond. Respondents had duly issued cancellation letters and made offer for refund in the year 2014 which complainant had chosen not to pursue. Authority, therefore, concludes that now claim of the complainant seeking allotment of plots is highly time barred and not maintainable. Therefore,



Authority decides to dismiss both the complaints as being highly time barred.

- vi) Authority, however, considers that respondents should have returned the earnest money to complainant because it did not fructify into an allotment. Even though respondents offered to the complainant to take their money back, but Authority considers that respondents should have sent cheques/drafts of money refundable to the complainant. Respondents have used the money of complainant for about 16 years, therefore respondents are directed to return entire amount paid by complainant along with interest as prescribed in Rule 15 of HRERA Rules, 2017. Interest shall be calculated as per SBI MCLR +2% which was 9.7% per cent at the time of passing this order. The amount to be returned to the complainant in complaint no. 403 of 2021 works out to **Rs. 27,27,351/-** (Principal amount 10,70,000/- plus interest Rs. 16,57,351/-). The amount to be returned to the complainant in complaint no 404 of 2021 works out to **Rs. 13,28,863/-** (Principal amount Rs.5,09,375/- plus interest Rs. 8,19,488/-). The respondent shall pay entire amount to the complainant within 90 days of uploading this order on the web portal of the Authority.

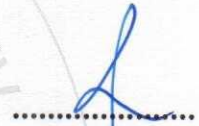


- vii) Respondents shall remain liable to pay the cost as imposed on them by the Authority in each case in accordance with orders dated 06.10.2021, if not yet paid.

9. **Disposed of** in above terms. File be consigned to record room and the order be uploaded on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]

