



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 777 OF 2021

Neelam Devi

....COMPLAINANT

VERSUS

Shree Vardhaman Township Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

Date of Hearing: 12.07.2022

Hearing: 4th

Present: Mr. Ripudaman Singh, Ld. counsel for the complainant through VC.

Mr. Dharamveer Singh, Ld. counsel for the Respondent through VC

### ORDER (RAJAN GUPTA - CHAIRMAN)

Today is the fourth hearing of the matter. Facts of complainant is that he booked a plot admeasuring 300 sq.yards in respondent's project i.e. Shree Vardhman Township Pvt. Ltd. situated in sector 30 Kurukshetra, Haryana. Plot buyer agreement was executed between the parties on 11.12.2012 and as per clause 5(a) of the agreement said plot was to be delivered within 36 months

from the date of execution of agreement which comes to 11.12.2015. Basic Sale Consideration for the same was fixed at Rs. 26,97,000/- against which complainant has paid Rs. 34,63,968/- and has annexed copies of respective receipts of payments made in the complaint file. Respondent made offer of possession on 16.06.2021 after a delay of 6 years. Therefore, complainant has approached the Authority seeking possession of the plot along with permissible delay interest.

2. Respondent have filed their reply, wherein they have acknowledged basic facts averred by the complainant. During arguments, ld. counsel for respondent submitted that delay in handing over the possession was bonafide and was beyond the control of respondent. He further stated that delay was caused due to administrative procedures and force majeure circumstances, that in the zoning plan approved by the Town and Country Planning numerically wrong plot numbers were shown which were not in accordance with Demarcation Plan approved by the department. Respondent received corrected zoning plan on 05.02.2016, but by that time their licence bearing licence number 15 of 2012 of the project had expired. They applied for renewal of licence on 02.04.2016 and the same was renewed in september 2018. Other reason for delay includes nationwide lockdown due to Covid 19 pandemic and disruptions in supply chain of construction materials.



3. Authority has gone through oral as well as written submissions of both parties and observes and orders as follows.

Ld. counsel for respondent has in his oral averment submitted that they already have obtained part completion certificate and after receiving part completion certificate had offered possession to the complainant on 16.06.2021. On perusal of record, however, it is revealed that no document in support of obtaining part completion certificate has been placed on record by respondent. He has further submitted that this is a developed colony and all basic amenities have already been laid. Other buyers have already occupied their plots and have started construction. Authority is relying on the oral statement of ld. counsel for the respondent regarding receipt of part completion certificate and observes that a valid offer of possession was offered to the complainant on 16.06.2021. Since, complainant is seeking relief of possession of the unit and now complainant has stated that they are ready to accept possession. Therefore, this part of dispute stands settled. Authority is of further view that inordinate delay of six long years has been caused by the respondent in offering possession. In this situation Authority allows relief of delay interest to complainant on amount of Rs. 24,27,300/- from deemed date of possession i.e. 11.12.2015 upto the date of offer of possession i.e 16.06.2021 in accordance with Rule 15 of HRERA Rules, 2017. Authority has got the said interest calculated from it's accounts branch as shown below:

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From (Deemed date of possession)	To ( offer of possession )	Principal Amount	Interest Calculated @ 9.70
11-12-2015	16-06-2021	Rs. 24,27,300/-	Rs. 12,99,803

iv. Above calculations have been made on Rs. 24,27,300/- which is arrived at after deducting Rs. 9,76,688/- paid as taxes and EDC/IDC out of total Rs. 34,03,968/- paid by complainant. It is for the reason that the amount of such taxes are not payable to the builder and are rather required to be passed on by the builder to the concerned revenue department/authorities. If a builder does not pass on this amount to the concerned department the interest thereon becomes payable only to the department concerned and the builder for such default of non-passing of amount to the concerned department will himself be liable to bear the burden of interest.

4. Respondents are directed to pay the calculated interest as shown in the table within a period of 90 days to the complainant.

5. Case is **disposed of**. Files be consigned to record room after uploading of order.



RAJAN GUPTA  
(CHAIRMAN)



DILBAG SINGH SIHAG  
(MEMBER)