



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 966 OF 2021

Ankit Mittal

...COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd.

....RESPONDENT

## 2. COMPLAINT NO. 967 OF 2021

Saroj

...COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd.

....RESPONDENT

## 3. COMPLAINT NO. 968 OF 2021

Rakhi Tomar

...COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd.

....RESPONDENT

## 4. COMPLAINT NO. 969 OF 2021

Sanjay Kumar

...COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd.

....RESPONDENT

## 5. COMPLAINT NO. 970 OF 2021

Vikas Chaudhary

...COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd.

....RESPONDENT

**6. COMPLAINT NO. 1010 OF 2021**

Vikas Bakshi

...COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 26.07.2022**

**Hearing: 4<sup>th</sup>**

**Present: Mr. Sachin Miglani, Ld. Counsel for the complainants through VC.**

**Mr. Anuj Kohli, Ld. Counsel for the respondent through VC.**

**ORDER (DILBAG SINGH SIHAG-MEMBER)**

1. Captioned complaints have been taken up together for hearing since nature and facts of these complaints are identical and relate to same project of the respondent. Therefore, complaint no. 966/2021 titled Ankit Mittal vs Eldeco Infrastructure and Properties Ltd. has been taken as lead case. The facts of this case has been taken into consideration for disposal of this bunch of complaints.

2. While perusing case file, it is observed that on last date of hearing i.e., 30.06.2022, a detailed order was passed by the Authority. Facts of the case and arguments advanced by both parties were recorded therein as follows: -

2. Case of the complainant is that he purchased a Simplex Villa in the project named "Eldeco Estate One, Panipat" of the respondent. Original allottee was allotted Villa No. C-1/12, vide allotment letter dated 30.05.2015. Total of Rs.66,79,303/- has been paid in respect of the plot against basic sale consideration Rs. 60,16,920/-. Builder Buyer Agreement (herein after referred to as BBA) was executed with original allottee on 30.05.2015. BBA was endorsed in favour of present complainant on 24.06.2020. Possession was delivered to the complainant on 06.07.2020.

3. Grievance of the complainant is that the respondent is not executing conveyance deed in his favour. Several requests have been made by the complainant to the respondent for execution of conveyance deed.

Another grievance of the complainant is that the occupation certificate is yet to be received. Complainant claims that he is entitled to get delay interest from the deemed date of possession upto the date of receipt of occupation certificate.

4. The respondent on the other hand states that they had applied for grant of occupation certificate on 21.07.2017. They are still waiting for receipt of occupation certificate. Respondents states that they are not in a position to get the conveyance deed executed till the occupation certificate is granted to them by the authorities concerned. Occupation certificate is not being granted probably for the reason that a dispute is going on between the promoter and the Town & Country Planning Department in regard to EDC and IDC charges payable by the respondent.

This matter is sub-judice before the Hon'ble High Court in CWP No.7904 of 2019 titled Saroj and ors Versus State of Haryana and Ors.

The respondent accordingly argues that they are not at fault. Conveyance deed will be executed as soon as pending dispute with the department is cleared and occupation certificate is received.

5. Authority has gone through all the facts and circumstances of the matter. It observes and orders as follows:

(i) In regard to the claim of delay interest, Authority observes that the complainant had taken possession of the apartment on 6.7.2020. They are enjoying the possession since then. The complainant voluntarily has taken possession fully knowing that the occupation certificate of the project is yet to be received. More importantly the complainant had purchased the apartment from the original allottee and BBA in their favour was endorsed to 24.6.2020. The respondents have delivered possession to the complainant within 12 days of said endorsement.

Authority is therefore, of the view that the complainants are entitled to delay interest for the period 30.9.2018 i.e., the due date of offering possession and 6.7.2020 i.e., the actual date of delivery of possession.

(ii) Regarding conveyance deed, the Authority is of the considered view that there is no bar on execution of conveyance deed in favour of an allottee. The complainant has paid full consideration. As such property of the apartment in question has already been transferred in favour of the complainant. Possession has also been delivered. Now, at this stage execution of conveyance deed is nothing but updating of records in respect of transfer of property having already taken place. Hon'ble Punjab & Haryana High Court in CWP No.12135 of 2021 had observed as follows:

*"As per such memo, the department has already fixed rates of NPNL category plots in the licensed colony*



*being developed by Eldeco Infrastructure Ltd. in Sector-40, Panipat vide order dated 14.06.2021, therefore, there would be no bar on executing sale/transfer deed pertaining to such properties by the competent authority."*

(iii) In the light of the foregoing, Authority is of the view that an order needs to be passed that the conveyance deed of the property should be executed in favour of the complainants.

6. The above tentative views expressed by Authority will be confirmed on the next date after hearing arguments of both the parties. Both parties may submit their arguments orally as well as in writing.

7. A copy of this order is endorsed to Director, Town & Country Planning Department for express their views, if any, in regard to above observations of the Authority.

3. Vide letter dated 14.07.2022 written to the Director, Town & Country Planning Department, Chandigarh, Authority had sought views of the department regarding execution of conveyance deed in favour of the allottees in the absence of Occupation Certificate having been granted as the allottee had already paid the entire amount to the respondent. No reply has been received from DTCP.

4. Ld. counsel for parties have not raised any new argument. In these circumstances, tentative view expressed by Authority on 30.06.2022 deserves to be confirmed, and same is hereby confirmed. Now, respondent is directed to execute conveyance deeds of respective unit in favour of each complainant within 45 days of uploading of this order apart from payment

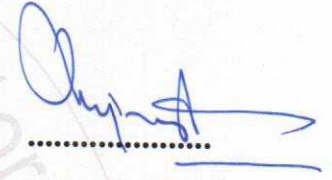
of delay interest for delay caused from the due date of offering possession upto the date of actual delivery of possession.

5. As per calculations verified by Accounts Branch, amount of delay interest payable by the respondent to each complainant is given in the table below: -

Complaint No.	Due date of delivery of possession	Possession actually delivered	Principal Amount after deduction of taxes (Rs.)	Rate of interest on date of disposal of case	Total amount payable on account of delay interest (Rs.)
966/2021	30.09.2018	06.07.2020	64,07,538/-	9.80%	11,07,789/-
967/2021	23.01.2018	12.10.2018	51,99,258/-	9.80%	2,65,268/-
968/2021	10.02.2018	10.04.2018	62,06,697/-	9.80%	96,714/-
969/2021	14.09.2015	23.02.2018	28,45,163/-	9.80%	5,80,377/-
970/2021	19.05.2018	20.09.2018	53,89,857/-	9.80%	1,39,624/-
1010/2021	10.08.2018	10.07.2018	-	-	NIL

5. Respondent shall pay amount specified in above table to respective complainant within 90 days of uploading this order on the web portal of the Authority. Since, there is no delay in delivery of possession in complaint No. 1010/2021, delay interest would not be payable by respondent in that particular case.
6. **Disposed of** in above terms. Order be uploaded on the website and files be consigned to record room after compliance.





RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]