



**HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: www.haryanarera.gov.in

**COMPLAINT NO. 323 OF 2020**

Jaipal

...COMPLAINANT(S)

VERSUS

Rangoli Buildtech Pvt Ltd

....RESPONDENT(S)

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 05.08.2022**

**Hearing: 13<sup>th</sup>**

**Present: -** Ms. Nidhi Jain, Ld. Counsel for the complainant through VC.  
Ms. Apurva Singh, Ld. Counsel for the respondent through VC.

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

1. Initiating his pleadings, Ld. counsel of the complainant submitted that a plot No. D-22, measuring 350 sq. yds. @6250/- per sq. yds was booked by him on 15.10.2005 in the project of respondent namely "TDI Greens", Sector-16, Sonapat by paying Rs. 4,37,500/- as booking amount. A copy of receipt in respect of booking amount of Rs. 4,37,500/- has been annexed as Annexure-C/1 with the complaint. No Plot buyer agreement was executed between the complainant and the respondent. Respondent allotted a said plot to complainant vide allotment letter dated 15.01.2010. A copy of said allotment letter has been annexed as Annexure-C/8.

2. Complainant further stated that an amount of Rs. 17,88,125/- has been paid by him to the respondent till December, 2009 against basic sale consideration Rs.21,87,500/-. Respondent also issued receipts in respect of payment of Rs. 17,88,125/-. Copies of receipts have been annexed as Annexure-C/2 Annexure-C/3 Annexure-C/4 Annexure-C/5 Annexure-C/6, Annexure-C/7 with the complaint. Respondent never executed any Plot Buyer Agreement with complainant and failed to grant possession of the plot to the complainant till date, despite delay of 14/15 years from the date of booking.

However, a verbal offer of disadvantageous located plot was made by the respondent due to change in lay-out plan without giving any priority to booking holders, considering their date of booking. Thus, said offer was not acceptable to the complainant due to being disadvantageous location of the plot,



Thereafter, legal notice dated 19.12.2019 was also sent to the respondent for allotment of plot in a fair and equitable manner but no appropriate response was received from the respondent. Therefore, present complaint was filed before this Authority on 27.02.2020 to direct respondent to deliver possession of suitable plot along with delay interest and to execute conveyance deed, in his favour.

3. In response, respondent has submitted that in the year 2005, complainant had booked a plot in upcoming project of respondents-company namely TDI Greens and had paid an amount of Rs. 4,37,500/- towards provisional registration against basic selling price of Rs. 21,87,500 + EDC @1361 per sq. yds. + PLC and other charges if any. Thereafter, booked plot was also allotted to the complainant vide allotment letter dated 15.01.2010. But complainant has paid only Rs.17,88,125/-till date.

4. Respondent further stated that at a later stage, project area had to be reduced on account of policies and plans of Town and Country Planning Department, Haryana. Respondents have given details suggesting that their original colony of 113.383 acres was reduced to 105.683 acres on account of acquisition of 7.70 acres for public and semi-public facilities right and sector roads etc. by 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.





Respondents further pleaded that they had already applied for completion certificate vide letter dated 12.06.2019 for part completion of the project but it is still pending. Respondent is ready to offer possession of the allotted plot to the complainant. However, some minor variations in area of the plot had occurred due to revision of layout plan. But there is no change in its location.

5. Authority has gone through the rival contentions. Authority observes that there is no dispute to the fact that plot had been booked by the 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.

Authority is of the view that since respondent is ready to allot suitable plot to the complainant in same location of allotted plot, therefore, he is directed to give offer of suitable all available plot to the complainant. Complainant may choose one out of these. Further, Authority considers it appropriate to calculate upfront and monthly interest payable by respondents to complainant.





6. No Plot Buyer Agreement was executed between parties. In other similar cases, respondent had assured the allottees to deliver possession of plots within three years from the date of making substantial payments by the complainant. Thus, in this case delivery of possession deserved to be given within reasonable period of time which in such cases is three years. Even in this case, no date of delivery of possession has been mentioned by the respondent. Accordingly, substantial payments have been made by complainant till December 2009. Therefore, three years period from the date of making substantial payment can be safely considered reasonable to be deemed date of delivering possession by respondents. Therefore, deemed date of delivering possession has to be necessarily assumed as 01.12.2012 for the purpose of interest calculations.

7. Since the respondent has not made lawful offer of possession of plot till date, he is liable to pay interest on the already paid amount to the complainant from said deemed date of possession till the actual legally valid delivery of possession of booked plot is made to the complainants barring the period wherein licence of the respondent was revoked by DTCP from period 09.07.2012 to 24.12.2014. Such revoked period will be considered as force majeure circumstance and respondents are not liable to pay delay interest for such revoked period.

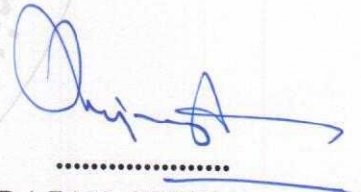
Accordingly, Authority has calculated the interest payable by the respondent upto the date of passing of this order, and further, monthly interest



payable thereafter till offer of possession was made by respondent duly supported by completion certificate. Interest shall be calculated as per SBI MCLR +2% which was 9.8% per cent at the time of passing this order.

6. As per calculations verified by the Accounts Branch, amount payable by the respondent to the complainant on account of interest for delay in handling over the possession of the plot up to the date of passing of this order has been worked out to **Rs. 13,35,156/-**. Authority further orders that upfront payment of Rs.13,35,156/- will be made to the complainant on account of delay caused in offering possession within 90 days. In addition, respondent shall continue to pay monthly interest of **Rs. 14,883/-** to the complainant from 06.08.2022 till possession of plot is handed over to the complainant after obtaining completion certificate.

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



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**RAJAN GUPTA**  
**[CHAIRMAN]**



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**DILBAG SINGH SIHAG**  
**[MEMBER]**