



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 103 of 2020

Vikas Mittal

....COMPLAINANT

VERSUS

Shree Vardhaman Township Pvt. Ltd.

....RESPONDENT

2. COMPLAINT NO. 112 of 2020

Vikas Choudhary

....COMPLAINANT

VERSUS

Shree Vardhaman Township Pvt. Ltd.

....RESPONDENT

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 10.08.2022

Hearing: 5th

Present: Mr. Vikas Mittal, complainant.

Mr. Vikas, Ld. complainant.

Mr. Sumit Kumar, Proxy counsel for the respondent.

ORDER (RAJAN GUPTA - CHAIRMAN)

Both captioned complaints are of similar nature and facts, grievances and relief sought by the complainant are also same. Therefore, facts of compliant no. 103 of 2020 is taken as lead case.

2. Brief facts of the complainant is that he bought a residential unit B63 (GF) in Shree Vardhman My Homes at Shree Vardhman City, located in sector 30, Kurukshetra from original allottees vide agreement dated 21.11.2013. Floor Buyer agreement was executed between original allottees and the respondent on 27.06.2013 , and deemed date was fixed after 24 months with grace period of six months which arrives at 02.07.2016. Basic sale consideration was fixed for Rs. 32,90,000/- against which the complainant has claims to have paid Rs. 35,66,986/- but receipts of only Rs. 32,23,181/- have been annexed in the complaint file at page 25 of the complaint file. Grievance of the complainant is that despite lapse of 6 years the respondent has failed to deliver them possession of the booked unit.

3. Respondent has submitted his reply in both the complaints. Respondent in their reply has acknowledged all basic facts of the complainant. In their reply they have 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.

4. Based upon the oral averments of the respondent, Authority had given its view vide order dated 28.06.2022. Relevant part of the order is reproduced below;

Ld. Counsel for respondent submitted that he had submitted reply in the office of Authority on the day of hearing. He is directed to send a copy of the same to counsel for complainants.

2. Ld. Counsel for respondent orally submitted that project is complete as all internal and external development works are completed and they have applied for grant of occupation certificate, and same is likely to be issued in a month's time.



3. Authority is of a view that as per oral submissions of respondent if project is complete and they have also applied for grant of occupation certificate in such circumstances Authority will strike a balance between the rights of the allottees and the interest of the project promoter. Therefore, complainants' prayer of refund is not justified. However, complainants would be entitled to possession of their booked unit alongwith delay interest for the entire period of delay.

4. Authority directs respondent to submit copy application filed for grant of occupation certificate along with a copy of certificate issued by the Chief Engineer HUDA, certifying that all services have been laid in the colony.

5. Complainants who were present during proceedings submitted that they have no objection to the previous order dated 28.06.2022 and agree to the same. On the other hand respondent have not apprised the Authority with any fact nor provided any or document in their favour. Nor they have provided copy of certificate issued by the Chief Engineer HUDA as directed.

6. In view of forgoing discussions, Authority would dispose of these cases confirming its tentative view and allows delay interest to the complainant with further order that possession of booked apartments shall be delivered by respondent-promoter to the allottees whenever they complete the project and obtain occupation certificate from authorities concerned. However, since inordinate delay has already been caused, respondent-promoters are ordered to pay upfront interest to all the allottees as per provisions of Section 18 of the

RERA Act, 2016 and Rule 15 of RERA Rules, 2017. The upfront interest is not being calculated from the due date of offering possession instead from respective date of payments upto the date of passing this order i.e. 10.08.2022 since all payments were made after deemed date offer of possession. Allottees would be further entitled to monthly interest for each month of further delay caused. Upfront interest and monthly interest payable to each complainant is shown in the table below:-

| Complaint no. | Amount Paid | Delay Interest | Monthly interest |
|---------------|-----------------|-----------------|------------------|
| 103 of 2020 | Rs. 33,10,986 | Rs. 18,20,741/- | Rs. 27,558/- |
| 112 of 2020 | Rs. 28,81,914/- | Rs. 16,08,891/- | Rs. 26,484/- |

7. In both the complaints, delay interest is calculated after deducting EDC/IDC charges from the total paid amount/ receipts. 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.

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

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



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RAJAN GUPTA
(CHAIRMAN)



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DILBAG SINGH SIHAG
(MEMBER)

