



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

**COMPLAINT NO. 1362 OF 2020**

Neelam Rani

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing:** 16.08.2022

**Hearing:**

8<sup>th</sup>

**Present: -**

Mr. Amit Kumar, Representative for the complainant through video conference

Ms. Rupali S. Verma, learned counsel for the respondent through video conference

**ORDER (RAJAN GUPTA – CHAIRMAN)**

Case of the complainant is that she had derived her rights through Mr. Har Narayan who had booked a residential plot admeasuring 239 sq. yards on 16.04.2015 in the project named "Parsvnath City Karnal" bearing plot No.C-479, Block C. Plot - Buyers Agreement was executed between the original allottee Shri Har Narayan and the respondent on 16.04.2015. Original Allottee Shri Har Narayan sold his booking rights in the plot to one Shri Bharat Bhushan vide endorsement dated 05.05.2016. Present complainant Neelam Rani had purchased the booking rights from Bharat Bhushan vide endorsement dated 19.11.2018. It has been further averred that in pursuance of Plot Buyers' agreement, complainant has paid 95% of the total consideration amount as per payment plan and remaining was to be paid at the time of offer of possession. A copy of receipts of payments amounting to ₹22,62,000/- are annexed as Annexure C-2(colly) with the complaint.

2. Representative for the complainant further stated that as per clause 10(a) of Plot- Buyer Agreement, possession was to be delivered within 24 months from the date of agreement by 16.04.2017. But, possession of the plot has not been handed over till date. Therefore, complainant has sought relief of possession



of plot along with delay interest for the period of delay caused in handing over the possession.

3. Respondent filed his reply on 12.02.2021. Respondent has admitted execution of plot buyer agreement on 16.04.2015 and amount of Rs.23,14,400/- having been received from complainant. However, he has argued that previous allottees of the plot have defaulted in making payments and reminders were issued to them for making payment in the year 2014-2017. Copies of reminder letters are annexed as Annexure R-4(colly).

Respondent has further submitted that due to pending revision of layout plan, non-renewal of license and certain other force majeure conditions, they were not able to offer possession to the complainant. However, colony has been developed and all necessary facilities are available except sewerage treatment and permanent electricity connections.

4. During the course of hearing dated 01.09.2021, learned counsel for respondent informed the Authority that offer of possession has already been made to the complainant. Complainant has further submitted in the court a copy of offer of possession dated 30.06.2021. Along with offer of possession letter, she has submitted the customer ledger sheet, according to which she had paid the amount of ₹ 23,14,000/- till 13.10.2018 to the respondent. Final statement of accounts



and affidavit cum undertaking has also been attached along with the offer of possession and the same was placed on record before Authority on 01.09.2021. On 11.11.2021, during the course of hearing, complainant had alleged that she was forced to execute such affidavit cum undertaking which contains unjust and unreasonable conditions which are not acceptable to complainant. Therefore, Authority vide order dated 11.11.2021 had directed the respondent to handover possession of the plot without insisting on any such undertaking as it may jeopardize complainants' rights vested in terms of the agreement already executed between the parties. However, respondent has not complied with the orders of the Authority till date. They are in complete defiance of orders of the Authority.

Perusal of case file further reveals that on 07.04.2022, during the course of hearing, the complainant had stated that the project is not entirely complete as there are no basic infrastructural facilities laid down at the site. So, in order to ascertain the availability of basic infrastructural facilities, Authority had appointed Chief Town Planner as Local Commissioner and asked further to submit a report regarding the status of the project.

6. In compliance of the order dated 07.04.2022, the site report was placed on record before Authority on 10.08.2022. On perusal of site report, it is



revealed that water supply, sewer and storm water are laid at the site but electricity poles are yet to install at the site.

7. Today, representative of complainant requested for immediate possession of the plot on as and where basis along with delay interest for the period of delay caused in handing over of possession.

8. Learned counsel for the respondent, on the other hand has reiterated the same facts as have been stated in his reply and submitted that offer of possession has already been made to the complainant but the same was not accepted by her.

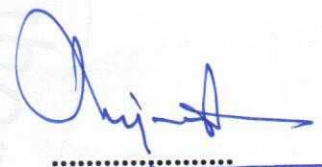
9. In view of the above submissions and perusal of the documents, Authority observes that electricity is the most essential infrastructure in any colony and without supply of electricity the colony is not complete. Therefore, offer of possession dated 30.06.2021 made to complainant is invalid. Therefore, Authority is of view that the respondent shall issue a fresh offer of possession after ensuring supply of electricity. However, since the complainant demanded the immediate possession on as and where basis, Authority directs the respondent to offer immediate possession of the plot to complainant within 30 days along with fresh statement of accounts incorporating therein delay interest accrued for delay in handing over the possession. Authority has got calculated delay interest



from deemed date of possession i.e., 16.04.2017 till the date of passing the order i.e., 16.08.2022 at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.00% (8.00%+2.00%). Accordingly, delay interest which has got calculated by the Accounts Branch of the Authority works out to ₹ 10,45,322/- except EDC & IDC charges.

If respondent fails to handover the possession within 30 days, then he will be liable to pay further monthly interest to the complainant till actual handing over of possession which works out to ₹17,408 /-.

10. **Disposed of.** Files be consigned to record room after uploading of this order on the website.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]