



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 625 OF 2020

Bharat Veer Malik

....COMPLAINANT(S)

VERSUS

1. M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

## 2. COMPLAINT NO. 626 OF 2020

Geeta Malik

....COMPLAINANT(S)

VERSUS

1. M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM:**

**Nadim Akhtar  
Dilbag Singh Sihag**

**Member  
Member**

**Date of Hearing:** 27.10.2022

**Hearing:** 14<sup>th</sup>

**Present: -**

Mr. Tarun Singhal, learned counsel for the complainant  
through video conference

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

## ORDER (DILBAG SINGH SIHAG-MEMBER)

Captioned complaints have been taken up together as grievances and facts involved in these complaints are identical and against the same project of the respondent. Therefore, complaint No.625 of 2020 is being taken as lead case in which complainants have sought relief of possession along with permissible delay interest.

2. While perusing the file, it is revealed that complainant had booked a residential plot in the project named as "Parsvnath City Karnal" of the respondent situated in sector 35, Karnal, Haryana on 20.04.2011. Complainant alleged that he entered into an agreement with respondent company to purchase a plot no.C-517 in block C admeasuring 239 sq. yards in the project of respondent on 20.04.2011. The basic sale price of the said plot was agreed to be ₹27,53,280/- and complainant has paid ₹ 27,21,500/- till 11.07.2011. Copies of receipts of payment made by complainant has been annexed as Annexure R-2 colly.

3. It has been further alleged that plot buyer agreement has been executed between the parties on 16.05.2015 and as per clause 10(a) and (b) of Plot- Buyer Agreement, possession was to be delivered within 24 months from the date of agreement i.e., by 16.05.2017. Complainant has further alleged that an inordinate delay of more than 5 years has already been caused since agreement was signed between them but possession of the plot has not been handed over to



him till date. He kept approaching to the respondents for possession of the said plot but no satisfactory reply was ever given to him. On 19.02.2020, complainant sent a legal notice to the respondent company for giving the rightful possession of the plot with 15 days' time to reply but no answer has been given to the complainant till date. A copy of registered post of the legal notice has been annexed as Annexure C-3.

Aggrieved on account of conduct of the respondent, apart from the fact that an inordinate delay of over 9 years having already been happened without legal offer of possession, complainant has filed present complaint seeking relief of possession of plot along with delay interest from the deemed date of possession i.e., 16.05.2017 till the date of offer of possession.

4. Respondent filed his reply 24.07.2020. Respondent stated that on 08.02.2014, complainant has applied for registration of a residential plot in the new project of the respondent company after knowing complete status of project, which initially was applied by original applicant Mr. Ramesh Kumar. On the same date i.e., 08.02.2014, said registration was endorsed in favour of the complainant on receiving joint request of original applicant and complainant and after submission of all the necessary and relevant documents. Plot no. C 517 was allotted to complainant at the basic sale price of ₹27,53,280/-. He further submitted that on 20.05.2015, two copies of Plot Buyer Agreement were sent along with allotment letters to the complainant for his signatures, but same was

never returned by the complainant to respondent. Respondent issued reminder letters dated 20.05.2015 and 27.07.2017 to the complainant (a copy of the same along with their receipts are annexed as Annexure R-1 Colly) but complainant has never responded to the same. Respondent has admitted payment of ₹27,86,886/- till date Respondent called complainant a chronic defaulter in making timely payments despite issuance of various reminder from 2015-2016. Copies of reminder letters are annexed as Annexure R-2 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.

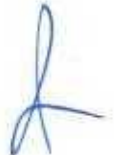
5. On hearing dated 15.03.2022, learned counsel for the complainant informed the Authority that offer of possession has been made to the complainants. However, during the course of hearing dated 20.07.2022, learned counsel for the complainant submitted that delay interest has not been incorporated in offer of possession by the respondent. Learned counsel for the respondent on the other hand, had submitted that vide letter dated 30.06.2021, possession has already been offered to the complainants but offer has not accepted the complainant allottees. She had further stated on 20.07.2022, that in complaint no. 1362 of 2020 titled as "Neelam Rani V/s M/s Parsvnath Developers

Ltd" relating to the same project of the respondent, Authority had appointed Chief Town and Country Planner as Local Commissioner to submit the exact status of the project of the respondent, so these captioned complainants may be heard and decided along with the abovementioned case. Therefore, present cases were adjourned awaiting the site report of Local Commissioner in complaint no 1362 of 2020.

In complaint no.1362 of 2020, 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 site but electricity poles are yet to be installed at the site.

6. Today, learned counsel for the complainant requested for the possession of the plot along with the interest from the deemed date of possession till the date of offer of possession.

7. 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 on 30.06.2021. However, she argued that delay interest shall be awarded till 30.06.2021 i.e. the date when the offer of possession was made to the complainant and for the purpose of calculating delay interest, amount received by respondent towards EDC, IDC and service taxes etc shall not be included.



8. 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 any colony is not complete. Therefore, Authority observes that offer of possession dated 30.06.2021 made to complainant is invalid. Authority is of view that the respondent shall issue a fresh offer of possession after ensuring supply of electricity. Therefore, Authority further directs the respondent to issue fresh offer of possession within 45 days along with fresh statement of accounts incorporating therein delay interest accrued for delay in handing over the possession.

It is pertinent to mention here that PBA attached by the complainant has not signed by any of the parties. It cannot be said that PBA was duly executed between parties, so for the purpose of calculating delay interest, the deemed date of possession shall be reckoned as 3 years from the date of booking (first payment) made by the complainants. Accordingly, the deemed date of possession in captioned complaints is as follows:

Sr No.	Complaint No.	DATE OF BOOKING	DEEMED DATE OF POSSESSION
1.	625 OF 2020	20.04.2011	20.04.2014
2.	626 OF 2020	20.04.2011	20.04.2014

It is further observed that amount of EDC/IDC, VAT, services tax which has been collected by the promoter for payment to the department/authorities entitled to receive it for carrying their statutory obligations. If a builder does not pass on this amount to the concerned departments, then interest becomes payable to the department or authority concerned and the defaulting builder in such eventuality will himself be liable to bear the burden of interest. A builder is, therefore, not liable to pay delay interest to the allottee on the amounts collected for passing over to other department/authorities concerned.

9. Authority has got calculated delay interest from deemed date of possession till the date of passing the order i.e., 27.10.2022 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 10.25% (8.25%+2.00%). Accordingly, the details of the amount paid by the complainant and interest calculated on the amount is shown in table as below:

Sr. No.	COMPLAINT NO.	AMOUNT PAID BY THE COMPLAINANT (In Rs.) except EDC & IDC charges	DEEMED DATE OF POSSESSION	UPFRONT DELAY INTEREST CALCULATED BY AUTHORITY TILL 27.10.2022 (In Rs.)	FURTHER MONTHLY INTEREST (In Rs.)
1.	625/2020	₹23,40,288/-	20.04.2014	₹20,45,877/-	₹20,373/-
2.	626/2020	₹23,40,288/-	20.04.2014	₹20,45,834/-	₹20,373/-

If respondent fails to handover the possession within 45 days, then he will be liable to pay further monthly interest to the complainant till actual handing over of possession as mentioned in abovementioned table.

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



NADIM AKHTAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]

