



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 263 OF 2022

Ashutosh Bansal

....COMPLAINANT(S)

VERSUS

Estate Officer, HSVP, Bahadurgardh

...RESPONDENT(S)

**CORAM: Dr. Geeta Rathee Singh  
Nadim Akhtar**

**Member  
Member**

**Date of Hearing:** 10.05.2023

**Hearing:** 6<sup>th</sup>

**Present: -** Mr. Ashutosh Bansal, the complainant  
Ms. Perna Malhotra, counsel for the respondent through  
VC

### **ORDER (DR GEETA RATHEE SINGH-MEMBER)**

Today, while initiating his arguments, complainant submitted that he has booked a plot in the project of the respondent at Bahadurgarh in the year 2010. In the same year, he was allotted a plot no. 360-P in the project of the respondent vide allotment letter dated 13.12.2010. As per the allotment letter, possession of the plot should have been given within three years of the allotment. However, physical possession of the originally allotted plot was never offered to him. In the

*Geeta Rathee*

year 2019, respondent had offered an alternative plot and complainant having no other option left, accepted the alternate plot which is situated in sector 10, Bahadurgarh. Subsequently, respondent has offered the possession of the plot on 24.11.2019. However, physical possession of the said plot was given to the complainant on 26.12.2022. As per the terms of the allotment letter, in case the possession has not been offered within the prescribed time, the respondent has to pay the interest at the rate of 9% (or as fixed by govt. from time to time) on the amount deposited till the date of offer of possession and allottee is not required to pay the balance amounts till the possession of the plot is offered. Therefore, respondent is legally bound to pay the interest at the rate of 9% or as fixed by the government for the delay caused in handing over the possession.

He further submitted that respondent had deposited some of the amount in lieu of interest and adjusted the same towards the total amount of plot in question. However, the interest calculated by the respondent is only from the period of 2015 to 2019, whereas the physical possession of the plot was delivered to the complainant on 26.12.2022, therefore, respondent is liable to pay the interest at the said rate till 26.12.2022. He averred that the amount of Rs 26,000/- is still outstanding and payable by the respondent. The latest statement of account of the respondent shows the outstanding amount of 16,537/- only which is still disputable. Copy of latest statement of accounts of the respondent dated 18.01.2023 has been submitted by the complainant in support of his averment.

  
Rathore

2. Counsel for the respondent on the other hand submitted that offer of possession was given to the complainant in 2019. Complainant has paid an amount of Rs 31,01,864/- against the total sale consideration of Rs 35,36,637/- and the balance amount of 4,33,773/- is still outstanding. She further submitted that as per the policy, payment of delay interest has already been initiated and has been sent for the approval to the competent Authority on 23.06.2022. Copy of the same has been annexed as Annexure R-2 of the reply. However, she requested for time to provide the latest statement of account of the respondent in support of the same.

3. Respondent is directed to submit the calculations and latest statement of accounts showing receivables/payables within four weeks' time with an advance copy to the complainant. Complainant is at liberty to file his additional submissions, if any well before the next date of hearing.

4. Case is adjourned to 10.08.2023.

  
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**NADIM AKHTAR**  
**[MEMBER]**

  
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**Dr GEETA RATHEE SINGH**  
**[MEMBER]**