



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 263 OF 2022

Ashutosh Bansal

....COMPLAINANT

VERSUS

Estate Officer, HSVP Bahadurgarh

....RESPONDENT

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

**Member  
Member**

**Date of Hearing: 10.08.2023**

**Hearing: 7<sup>th</sup>**

**Present through video call: - Mr Ashutosh Bansal, complainant**

Mr. Ashish Gupta, Advocate, counsel for the  
respondent

**ORDER (NADIM AKHTAR - MEMBER)**

1. Mr. Ashutosh Bansal, Learned counsel for complainant stated some basic facts of the case that complainant was allotted a Plot No. 360-p, Category Residential in Sector-11, at Urban Estate, Bahadurgarh ” vide Allotment Letter dated 13.12.2010. As per allotment letter (clause 7), possession of the booked plot should have been given within 3 years from the date of allotment i.e., by 13.12.2013. However, physical possession of the originally booked plot was never offered to him. In the year 2019, respondent had offered an alternative plot and complainant having no other option accepted the alternate plot which is situated in Sector 10, Bahadurgarh. However, physical possession was given to complainant on 26.12.2022.
2. As per last order dated 10.05.2023, respondent was directed to submit the calculations and latest statement of accounts showing receivable and payable. The said document was produced during hearing and learned counsel for respondent was directed to file, the documents being produced in the Court in the registry of the office but the same have not been placed on record in the registry yet. According to Statement of Account, there is some outstanding amount that is chargeable by respondent from the complainant after the year 2013. However, as per condition no. 7 of allotment letter, in case possession of plot not offered to the complainant within prescribed period of 3 years from the date of



allotment, HUDA will pay interest at the rate of 9% (or as fixed by government from time to time) on the amount deposited by the allottee after expiry of 3 years till the date of offer of possession and the allottee will not be required to pay the further instalments. The payment of further instalments will only start after the possession of plot is offered. Learned counsel for respondent stated that respondent has adjusted the excess amount charged from the complainant towards outstanding payable amount by the complainant shown in 6<sup>th</sup> entry on page no. 5 and 6 of latest statement of accounts as per HSVP policy of the year 2013. Authority observed that the policy referred by the respondent counsel is issued much after the dated allotment to the allottee and cannot be made effective retrospectively.

3. In addition to this, complainant stated that respondent is liable to pay interest from 2019 (when possession was offered) till 2022 when (actual possession was given). And the same was communicated by the complainant to respondent many a times. In response to this, respondent stated that for payment of interest, accounts of the allottee are to be updated in Plot and Property Management (PPM) portal of HSVP.
4. After hearing both the parties, Authority directed to the complainant to file rebuttal, if any, to the latest statement of account produced by respondent during the hearing (a copy of which was accepted by the complainant in the Court) within one week from today and supply an



advance copy of the same to the respondent. Respondent is also at liberty to file rebuttal of the reply, if any, before 2 weeks of next date of hearing. Respondent is also directed to re-calculate the receivable and payable as per the terms & conditions of allotment letter.

5. Case is adjourned to 11.10.2023.



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**DR. GEETA RATHEE SINGH**  
[MEMBER]



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**NADIM AKHTAR**  
[MEMBER]