



Complaint Nos. 359,360 of 2018  
652 of 2019

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO. 359 OF 2018

M.C. Mittal .....COMPLAINANT(S)

VERSUS

Shree Vardhman Township Pvt. Ltd. ....RESPONDENT(S)

### 2. COMPLAINT NO. 360 OF 2018

Ramesh Kumar Baweja .....COMPLAINANT(S)

VERSUS

Shree Vardhman Township Pvt. Ltd. ....RESPONDENT(S)

### 3. COMPLAINT NO. 652 OF 2019

Naresh Kumar Bansal .....COMPLAINANT(S)

VERSUS

Shree Vardhman Township Pvt. Ltd. ....RESPONDENT(S)

**CORAM: Anil Kumar Panwar  
Dilbag Singh Sihag**

**Member  
Member**

**Date of Hearing: 10.10.2019**

**Hearing:** 11<sup>th</sup> (in complaint nos. 359,360 of 2018)  
4<sup>th</sup> (in complaint no. 652 of 2019)

**Present:** - Ms. Megha Gupta, Counsel for the complainants

Mr. Sachin Jain, Director of the respondent company

Ms. Minakshi Jyoti, Counsel for the respondent

**ORDER (DILBAG SINGH SIHAG- MEMBER)**

1. Complainants had booked plots and floor in respondent's plotted colony named 'Shree Vardhman City'. They have already paid substantial amounts to the respondent. As per terms of sale purchase agreement executed between the parties, respondent was to offer possession within 36 months and said period had already lapsed in all these cases but the respondent has yet to deliver possession. So, complainants are now praying for refund of already paid amounts along with interest and compensation.

2. On the other hand, respondent in his reply pleaded that his project is at an advance stage of completion in as much as ninety percent development work has already been completed. He further stated that demarcation plan and zoning plan of the project were approved by concerned department in February 2012 and 21.08.2012 respectively. But due to occurrence of some errors in numbering of plots by the department at the time of approving zoning

plan, he took up the matter with the department for making necessary correction in the zoning plan. The department had finally corrected the zoning plan on 05.02.2016, meaning thereby that almost four years lapsed in getting a corrected zoning plan and by the time original license lapsed on 28.02.2016. Respondent got renewal of license in September 2018. In nutshell, respondent pleaded that he was not able to complete the project due to extra ordinary delay in getting the corrected zoning plan which was beyond his control. So, he is not liable to pay interest for delay in offering possession. However, he has proposed to offer an undertaking to complete the infrastructural services of the project and accordingly hand over possession of the units within five months.

3. After hearing the parties and going through record, Authority observes that the project in question was for development of a plotted colony. Necessary plan to undertake development work of internal services is demarcation plan which was duly approved by the department in 2012 itself. There is no relationship between approval of zoning plan and development of internal services. Zoning plan is meant for regulating the building block within premise of any plot. Therefore, respondent's averment that correction in zoning plan delayed the development of internal services doesn't stand merit. He can't therefore be allowed to take benefit of force majeure condition on the ground that department had finalised the revised zoning plan regarding numbering of plots in February 2016. Authority is of the considered opinion

that respondent can't escape his liability of paying interest to the complainants for delay in handing over possession.

4. Since, project is ninety percent complete and respondent has given undertaking to hand over the possession within 6 months, Authority doesn't find it to be a fit case for allowing refund.

5. In view of above discussion, Authority while rejecting the plea of respondent to consider the period during which zoning plan remained pending for correction as force majeure condition, further directs respondent to complete the project within six months and hand over possession of units to complainants, failing which complainants will be at liberty to file fresh complaint for grant of refund. Respondent at the time of sending offer of possession shall also send a statement disclosing all the amounts payable by the complainants towards remaining dues and receivable by them as interest on the already paid amount for delay in handing over possession. Such interest shall be calculated 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 % from the deemed date of possession till the possession is actually handed over.



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



**ANIL KUMAR PANWAR**  
[MEMBER]



**DILBAG SINGH SIHAG**  
[MEMBER]

