



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no:	267 of 2023
Date of filing:	23.02.2023
First date of hearing:	04.05.2023
Date of decision:	17.03.2025

Mr. Hardeep Singh S/o Jaspal Singh,
R/o Gali Jattan Wali, Ambala City
Haryana-134003

....COMPLAINANT

VERSUS

Information TV Pvt. Ltd.
Address-1 (as per RERA): B-116, Ground Floor,
Okhla Industrial Area-phase-1,
New Delhi-110020

Address-2 (as per DEMAND LETTER):

11TH Floor, 1121-A, Devika Tower-6,
Nehru Place, New Delhi-110019.

... RESPONDENT

CORAM:

Nadim Akhtar

Member

Chander Shekhar

Member

Present: -

Mr. Hardeep Singh, complainant himself through VC.

Mr. Gaurav Shrivastava, Id. counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint was filed by the complainant on 23.02.2023 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Green Circle Homes Location: Village Kanwala, Sector-27, Ambala, Haryana.
2.	Name of promoter	Information TV Pvt. Ltd.
3.	Date of booking	03.08.2022
4.	Plot area	177.606 sq. yards
5.	Date of allotment	Not given
6.	Date of builder buyer agreement	No BBA executed
7.	Basic Sale Price	₹16000/- per sq. yards



		₹28,41,696/-
8.	Amount paid by the complainants	₹15,62,933/-
9.	Due date of possession	Not mentioned
10.	Offer of possession	Not given

B. FACTS AS STATED IN THE COMPLAINT

3. That the complainant booked Plot No. 7, situated on 24 meter road in the project of respondent at a price of ₹16,000/- per sq yard plus 5%PLC charges on 03.08.2022. The booking was made through Mr. Deepinder Singh Channa, agent of promoter/respondent.
4. That the complainant paid ₹2,84,169/- which is 10% payment of the plot as booking advance vide NEFT Reference no. 0459206189 on 03.08.2022.
5. That the possession of plot and registry of the plot was promised at anytime if the payment is made 100%.
6. That on 19.12.2022, demand was raised by the seller of 40% payment plus 5% PLC. On the same date a payment of ₹12,78,764/- was made to the respondent, i.e., ₹11,36,679 for 40% payment of the plot and ₹1,42,085/- for 5% PLC.
7. That complainant received a letter from respondent promoter demanding PLC @10% for the plot and balance payment of the plot. Emails were sent to the respondent and Seller Agency on 20.01.2023 and 31.01.2023 regarding increase in PLC despite having written communication.



C. RELIEFS SOUGHT:-

7. Complainant in his complaint has sought following reliefs:

- i) PLC rates to be revised to the original as agreed at the time of booking of the plot and is mentioned in the booking form.
- ii) Demand of the balance payment to be made when the possession of the plot is ready and the registry of the plot can be done in the favour of the buyer.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 27.09.2023 pleading therein as under :-

8. That, the complaint has not been properly valued by the complainant for the purpose of court fees and jurisdiction, and is therefore, liable to be rejected out rightly.
9. That there is no cause of action arising in favour of complainant against the Respondent. The complaint is liable to rejected on this ground also.
10. That the respondent admitted the fact as per documents attached as Annexure 2, Booking form signed by the complainant, on page-3, Terms and Conditions, it is clearly written at point no. 1, PLC 10% on the Units having 2 and 3 sides open space. That the complainant plot is having two side open space, i.e., Park side and Road side. It is a clerical error made by the Agent



but the complainant has signed and accepted the terms and conditions printed on Booking Form of the said plot.

11. That the complainant was aware about the PLC rate but unintentionally mistake was done by our agent. Complainant wants to encash the golden opportunity to reduce the PLC for his monetary gains.
12. That the complainant is not an uneducated person that he can't read the Booking form before signing of the same. The plot booked by the complainant as per map is having two sides open i.e., Park side and Road side, that's why the PLC 10% is charged by the respondent.
13. That the seller can demand 100% payment with an obligation to the complainant/buyer that he will complete all the works as written and promised by the respondent. That Complainant has not signed the Builder Buyer Agreement yet.
14. That the respondent demanded the remaining outstanding payment so as to complete the pending work, after that he will handover complainant the possession of the plot completing all the constructions work, amenities and executing all the necessary documents. No possession is given by any builder without receiving the full and final payment from buyer.

E. Document submitted by the Complainant:

15. The complainant filed rejoinder on 29.11.2023 and additional documents have been filed on 04.12.2024.



F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

12. During oral arguments complainant and the respondent counsel reiterated the facts of the complaint. Complainant stated that he has complied with the Authority's order dated 11.11.2024 by placing on record all the relevant documents to prove his case and complainant is seeking possession from the respondent. Learned counsel for respondent stated that complainant still have to pay some dues for seeking possession as per 10%PLC rates.

G. ISSUES FOR ADJUDICATION

13. Whether the complainant is entitled for the reliefs sought?

H. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

14. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes as follows:

(i) Factual matrix of the case is that admittedly, the complainant made 10% payment of the plot as booking advance on 03.08.2022 and 40% payment plus 5% PLC on 19.09.2022. Complainant in his complaint stated that the plot was booked by Mr. Deepinder Singh Channa who is an agent of the company, at a price of ₹16.000/- per sq yards plus 5% PLC charges. In the application form dated 03.08.2022 (Annexure -2), it is specifically mentioned in clause 1 of terms and condition that PLC



rates of 2 or 3 side open space is 10%. However, complainant relied upon the assurance of payment of only 5% P.L.C charges by the agent of respondent who has specifically mentioned P.L.C charges at 5% while filing the form. Respondent has also agreed that their agent has mentioned 5% P.L.C charges but termed it as a 'Clerical Mistake'. It is a general practice in real estate transactions that the promoter developers offer special discounts to the individual allottees while deciding the terms and conditions of allotment and such special offers vary from their standard practice and charges. In view of the above, it cannot be presumed that the agent of the respondent has done clerical mistake while mentioning P.L.C charges on the application form of the complainant allottee. Secondly, the first condition of Terms and Conditions on page-3 of booking form reads as;

"P.L.C 10% on the unit having 2-3 sides open space."

The respondent claims that the plot of complainant allottee is two side open, i.e. park and 24 mtrs. wide road and hence, 10 % P.L.C charges are justified. However, respondent has not substantiated this argument/claim with any documentary evidence, i.e., approved layout-cum-demarcation plan or approved zoning plan. Thus, it is not clear whether the plot of the allottee is actually two side open? In fact allottee vide his application dated 04.12.2024 has filed



"screen shot of whatsapp communication between Hardeep Singh (complainant) and Deepinder Singh Channa (employee Id:20505) regarding proposed plot and its cost and PLC applicable"

Perusal of the said document reveals that Plot no. 7 allotted to the complainant is neither a corner plot nor two side open as claimed by the respondent. The Authority has also examined the approved layout plan of the colony submitted by the respondent while getting the project registered. It is the same plan, screenshot of which has been place on record by the complainant. Thus, it makes it very clear to the Authority that the demand of 10% PLC charges by the respondent is not at all justified and respondent cannot demand the same from the complainant allottee. Hence, relief no. 1 sought by the complainant is granted in his favour by the Authority.

iii) Under relief no. 2, complainant has demanded that the balance payment is to be made when the possession of the plot is ready and the registry of the plot can be done in the favour of the buyer. Authority observes that respondent has demanded and has already received about 55% payment of plot from the allottee without executing plot buyer agreement. As per provisions under RERA (Real Estate (Regulation and Development) Act, 2016, a promoter is not allowed to collect more than 10% of the unit's cost as advance payment from a buyer before entering into an agreement for sale. This means that once 10% booking amount



was paid by the allottee, it was obligated on the part of the respondent promoter to execute Builder Buyer Agreement (BBA) or Agreement for Sale with the allottee containing specific details about the project, payment terms, possession date, and other relevant information as per the Act. Respondent has smartly put the onus of non- execution of plot buyer agreement on the complainant allottee without providing any proof as to how and when the respondent asked the allottee to execute the Plot Buyer agreement. Per contra respondent in written statement has claimed that seller (respondent) can demand 100% amount for completing the pending works as promised to the allottee. Persual of terms and conditions of application form reveals that respondent has nowhere mentioned that he will demand 100% payment from the complainant in advance. Respondent's reasoning in reply is not justified by any proof. The respondent had accepted payments from the complainant towards the initial booking amount which was paid by the complainant at the time of booking. Thereafter, further demanded money from the complainant. issued receipts for the same against payment. It clearly shows that respondent had recognized the complainant as his allottee. If argument of respondent is accepted that there was no "agreement for sale" between the parties, it would imply that respondent, who is into the business of real estate development had accepted payment of more that fifty percent of the basic sale price and issued receipts for the same for 'nothing in return',



which is impossible and hard to believe. Mere fact that an allotment letter/plot buyer agreement specifying unit no. was not issued/executed with complainant, does not mean that he is not an allottee of the respondent. Once respondent has accepted the application form along with multiple payments from complainant for purchase of a specific plot number in his project and has agreed to sell the plot as per price mentioned in application form, it was the obligation of respondent to issue allotment letter within a reasonable time and get the plot buyer agreement executed. Failure on his part to do so will not affect the rights of complainant as an allottee. It is observed that the promoter has raised demands against a specific plot number and therefore, same cannot be considered as mere 'expression of interest' by the complainant. Even an application form which specifies the details of unit, such as area of the plot, price and concession in price etc, booked by original applicant will be treated as agreement for selling the property.

"The definition of "agreement for sale" as provided in Section 2(c) means an agreement entered into between the promoter and the allottee".


The definition is not restricted to execution of a builder buyer agreement and specially with respect to agreement entered into between the allottee and the promoter before RERA Act of 2016 coming into force. Accepting the payment towards a particular plot in the project of the respondent's



respondent's project clearly establishes that there was a meeting of minds that the promoter will give possession on completion of development.

H. DIRECTIONS OF THE AUTHORITY

16. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(I) of the Act of 2016:
- (i) Respondent is directed to chase P.I.C at the rate of 5% only, as the plot of complainant not being a corner two or three side open plot.
 - (ii) Respondent is further directed to hand over the possession of plot to the complainant upon payment of balance dues.
 - (iii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.
17. **Disposed of.** File be consigned to the record room after uploading the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]