



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	867 of 2022
Date of filing.:	02.05.2022
First date of hearing.:	05.07.2022
Date of decision.:	28.10.2025

Kalawati
H.no 46, ward no 29,
Chanayakpuri, Rohtak, Haryana

.... COMPLAINANT

VERSUS

Rangoli Buildtech Pvt. Ltd
1105 Akashdeep Building Barakhamba Lane
New Delhi, 11001

....RESPONDENT

Present: - Mr. Sushil Jain, Learned Counsel for the Complainant
(through VC)
Ms Rupali Verma, Learned Counsel for the Respondent
(through VC).

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainant under Section 39 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with relevant rules of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of

Geeta Rathee

the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil 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, details of sale consideration, 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.	TDI GREENS, Sector 16, Panipat
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not registered
4.	Details of the unit.	Plot measuring 250 sq. yds
5.	Date of Allotment	26.10.2005
6.	Date of plot buyer agreement	Not available
7.	Possession clause in plot buyer agreement	Not available
8.	Due date of possession (as per observations in para 24)	26.10.2008
8.	Total sale consideration	₹ 15,62,500/-

Signature

9.	Amount paid by complainant	₹ 7,81,250/-
10.	Offer of possession.	None

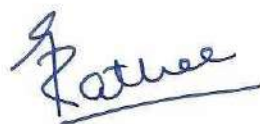
B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of the complaint are that the original allottee, Mr. Samunder Singh, complainant had booked a plot in the project of the respondent namely "TDI Greens" situated in sector-16 at Sonipat Haryana in the year 2005 upon payment of ₹ 3,12,500/- as earnest money. Original allottee was allotted a plot measuring 250 sq. yds. in the project of the respondent on 26.10.2005. A copy of the receipt dated 26.10.2005 issued by the respondent is attached as Annexure P-1.
4. Thereafter, the original allottee could not continue with the project further and further sold the allotted plot to Mr. Balbir Singh, the husband of the complainant. The respondent had accepted the request and acknowledged the said sale and transfer. After the acknowledgement of transfer and change of nominee in record of the company, the respondent company had allotted the customer i.d to the said Balbir Singh.
5. Vide letter dated 09.02.2006, respondent had apprised the total sale consideration of the plot as being ₹ 15,62,500/-. Mr. Balbir Singh



continued making further payments in lieu of the booked plot to the respondent. Unfortunately, Mr. Balbir Singh expired on 29.12.2006. A copy of the death certificate issued by the Municipal Corporation, Delhi dated 10.01.2007 is enclosed as Annexure P6. Mr. Balbir Singh was survived by his wife, Mrs Kalawati and three daughters.

6. After, death of Mr. Balbir Singh, his wife, Mrs. Kalawati, the present complainant, continued making further payments in respect of the booked unit. Further, all the daughters of Mr. Balbir Singh and Mrs. Kalawati had relinquished their rights qua the plot booked in the project in question in favour of their mother, i.e the present complainant. A copy of the relinquishment deed dated 26.03.2007 is annexed as Annexure P-8.
7. Thereafter, the complainant time and again enquired from the office of the respondent with regard to handover of the possession of the plot from the respondent but received no response. A total amount of ₹ 7,81,250/- had already been paid to the respondent in lieu of booked plot. However, despite numerous requests, the respondent failed to deliver possession of the plot to the complainant. Further, the respondent failed to execute a plot buyer agreement qua the plot.
8. Receiving no response from the respondent, the complainant was constrained to send a legal notice dated 13.01.2022 to the respondent



alleging the deficiency of service and delayed delivery of possession of the booked plot. A copy of the legal notice dated 13.01.2022 is annexed as Annexure P-9. However, despite issuance of a legal notice, the respondent failed to take any action towards handing over of possession of the booked plot to the complainant.

9. Thus, the complainant has filed the present complaint seeking refund of paid amount along with interest along with the possession in terms of RERD, Act 2016 and Rules therein.

C. RELIEF SOUGHT

10. In view of the facts mentioned above, the complainants pray for the following reliefs):-
- i. To direct the respondent to handover the possession of the plot of 250 sq. yds. In TDI Greens, Sector-16 Sonipat.
 - ii. To direct the respondent to refund the amount paid by the complainant i.e ₹ 7,81,250/- along with interest from the date of deposit till actual realization as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017.
11. During the course of arguments, ld. counsel for complainant stated that plot measuring 250 sq. yards was allotted to original allottee i.e., Samundar Singh and same was transferred in favor of husband of complainant i.e., Balbir Singh vide endorsement dated 26.10.2005. Balbir Singh expired on



29.12.2006, leaving behind the complainant and three daughters. All three daughters had relinquished their rights in favour of her mother i.e., complainant and relinquishment deed is annexed as Annexure P8 at page no. 28 of compliant. The husband of the complainant had paid ₹7,81,250/- against the total sale consideration i.e 15,62,500/- for the unit. On 16.12.2009, respondent illegally cancelled the allotment of plot. Therefore, the complainant prays for valid possession or refund of the amount alongwith interest.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 1.12.2022 pleading therein:

12. That on 26.10.2005, Mr Samunder Singh (Original applicant) was provisionally allotted a plot measuring 250 sq yd/- in an upcoming project of respondent company namely TDI greens located in sector -16, Sonipat Haryana upon payment of ₹ 312500/- towards registration. On request of the original applicant, the said provisional allotment was endorsed in favour of the deceased husband of the complainant. Copy of endorsement is annexed as Annexure R-1.

13. The basic selling price of the plot was fixed as ₹ 15,62,500/- along with EDC of ₹ 3,40,250/-. As per record, an amount of ₹ 7,81,250/- has been received by the respondent company.



14. That the husband of the complainant had continued with the registration despite being aware of the fact that there is no confirmed allotment in favour of his predecessor in interest. That after the initial payment made by the original applicant, the complainant had only a payment of Rs.75,000 in the year 2007 and no further payment was made by the husband of the complainant despite the fact that the promoter-respondent had issued various demand letters and reminder thereof in this regard. Copies of demand letter and reminders sent to the husband of the complainant (now deceased) are annexed as Annexure R-2(colly).
15. It has been submitted that at a later stage, part of the approved area of the project had to be reduced based on directives issued by the competent Authority- DTCP, Haryana. Accordingly, the plotted area was reduced and a number of plots got scrapped. In order to deal with re-allotments in a fair and rational manner, a uniform criteria was adopted and the allottees who had paid sale consideration up to 60% or more , along with 100% EDC were given re-allotments. The promoters raised the demand from all the allottees and only those allottees were considered for allotment that chose to clear their outstanding dues.
16. Due to non payment by the husband of the complainant, the respondent promoter was constrained to cancel the registration of the complainant on 16.12.2009. The husband of the complainant was called upon to collect the



refund of the registration money upon surrender of original receipts. True copy of cancellation letter dated 16.12.2009.

17. That the complainants chose to avoid their obligations. Vide reminder letter dated 25.07.2013, 10.01.2014 and 18.03.2014 the complainant was requested to collect the cheque of refund of paid amount, however, the complainant failed to come forward. At this belated stage, the present complaint has been filed seeking direction for allotment of plot. The cancellation of the plot vide communication dated 16.12.2009 has not been disputed by the complainant and as such, terminated contract cannot be enforced under section 18 read with section 19 of Real Estate (Regulation and Development) Act, 2016.
18. That it is prima facie evident from the facts of the present matter that the intention of the complainant was to use the property for residential purpose as is explicitly defined in the act and for which this act has been made.
19. That the allotment was made provisional and no plot buyer's agreement was executed between the complainant and the respondent. That due to non-payment of dues by Balbir singh, registration was cancelled and the same was intimated to the deceased husband of the complainant. Further the present complaint is barred by limitation as the provisional allotment made to the complainant was cancelled in the year 2009 and therefore, the complainant is not an 'allottee' as per the definition in the RERA ACT.



E. ISSUES FOR ADJUDICATION

20. Whether the complainants are entitled to refund of the amount deposited with the respondent along with interest in terms of Section 18 of Act of 2016?
Or alternatively;
21. Whether complainant is entitled for the possession of the plot along with interest for the delay caused in delivery of possession in terms of Section 18 of Act of 2016?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

22. Factual matrix of the captioned complaint reveals that the original allottee, Mr. Samunder Singh, had booked a residential plot in the project of the respondent namely "TDI greens Sector-16, Panipat, Haryana. Original allottee was allotted a plot of 250 sq yd/- in the project of the respondent on 26.10.2005. However, no plot buyer agreement was executed between the parties. Thereafter, the original allottee sold the booking rights qua the plot to Mr. Balbir Singh. The total sale consideration of the plot was fixed as ₹ 15,62,500/- against which a total amount of ₹ 7,81,250/- has been paid to the respondent. Unfortunately, Mr. Balbir Singh expired on 29.12.2006, leaving behind his wife, Mrs Kalawati and three daughters as the legal heirs. All the daughters of Mr. Balbir Singh and Mrs. Kalawati had relinquished their rights qua the plot booked in the project in question in favour of their mother, i.e the present complainant. It has been alleged by



the complainant that despite repeatedly pursuing the respondent seeking possession of the booked plot, the respondent has failed to deliver the same within stipulated time. Hence, the complainant is constrained to approach this Authority seeking relief of possession of the booked plot along with delay interest for the delay caused in delivery of possession or in alternate relief of refund of paid amount along with interest.

23. On the other hand, it is the submission of the respondent that the basic selling price of the plot was fixed as ₹ 15,62,500/- along with EDC of ₹ 3,40,250/-. As per record only an amount of ₹ 7,81,250/- had been received by the respondent company till the year 2007. Thereafter, no further payment has been made in lieu of the booked plot. The respondent had issued numerous demand/reminder letters for payment of outstanding amount but the complainant failed to make any further payment. Constrained, the respondent had cancelled the allotment of the complainant qua the booked plot vide cancellation letter dated 16.12.2009. Thereafter, the respondent had further issued reminder letter dated 25.07.2013, 10.01.2014 and 18.03.2014 requesting the complainant to collect the cheque of refund of paid amount, however, the complainant failed to come forward. The allotment of the plot already stands cancelled and hence, the complainant cannot seek relief of possession of the booked plot.



24. Admittedly, a provisional allotment had been made out in the project of the respondent of a plot measuring 250 sq. yds vide allotment letter dated 26.10.2005. No plot buyer agreement was executed between the parties in respect of the booked plot. In the absence of a plot buyer agreement it cannot be rightly ascertained as to when the possession of the plot was due to be given to the complainant. In Appeal no 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya, Hon'ble Tribunal has referred to observation of Hon'ble Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr. in which it has been observed that period of 3 years is reasonable time. Thus taking a period of 3 years from the date of allotment of i.e 26.10.2005, the due date of delivery of possession works out to 26.10.2008.

25. As per observations, the respondent should have delivered the possession of the plot in question to the complainant by 26.10.2008. However, the respondent failed to deliver possession of the plot within stipulated time. Instead of delivering possession the respondent had rather cancelled the registration of the complainant on 16.12.2009 due to non payment of dues. Thereafter, the husband of the complainant was called upon to collect the refund of the registration money upon surrender of original receipts.

In this regard it is observed that an allotment had been made qua a plot in the project being developed by the respondent on 26.10.2005. The total sale



consideration of the plot had been fixed as ₹ 15,62,500/- and against which an amount of ₹ 7,81,250/- had been paid to the respondent by the year 2007 itself. Despite taking more than 50% of the basic sale consideration, the respondent had failed to execute a plot buyer agreement with the complainant to crystallise the terms of allotment and payment plan with the complainant. However, the respondent instead of executing the same rather kept on issuing demand/reminder letters to the complainant for making further payment and never apprised the complainant with the latest stage of construction. The respondent had surreptitiously cancelled the allotment of complainant on account of non payment of dues when in fact a payment schedule had not been finalised between the parties. The respondent had further failed to complete the development works and deliver possession in a time bound manner. In view of the aforementioned observations, it can be rightly viewed that the respondent could not have forced the complainant to make payment of further sales consideration without first executing a plot buyer agreement. As per observations recorded in previous paragraph the respondent should have delivered the possession to the complainant by 26.10.2008. However, the respondent had wrongly cancelled the allotment on 16.12.2009. The respondent could not have cancelled the allotment of the complainant while defaulting upon its own obligations towards the complainant. Thus, considering the facts and circumstances, the cancellation of registration of the plot was bad in the eyes of law.



26. The complainant has approached this Authority primarily seeking possession of the booked plot. Upon thorough consideration, it is observed that as per facts, the respondent in this case had failed to complete the development works at the site of the project in a time bound manner and deliver possession of a plot to the complainant. Rather the respondent had cancelled the registration of the allotment of the complainant vide cancellation letter dated 16.12.2009. Though this cancellation vide letter was never is found to be bad in the eyes of law, however, the said cancellation dated 16.12.2009 was never challenged by the complainant till filing of the present complaint. The complainant after availing a cooling off period had chosen not to pursue the allotment qua the plot in question for reasons best known to her. The complainant herself had failed to actively pursue the allotment of the plot with the respondent for the past many years. The complainant has filed the present complaint after a lapse of nearly 13 years from the date of cancellation of allotment, which clearly shows that the complainant had been sleeping over her rights. The terms of agreement, if any, between the parties ended after the complainant had accepted the alleged cancellation as she chose not to challenge the same. Thus, the complainant cannot now lay claim for possession of plot in question after abandoning the same and sitting over for more than 13 years. Though the complainant is not in a position to lay claim for possession of plot in question but that does not entitle the respondent to wrongfully enrich itself over the hard earned money of the



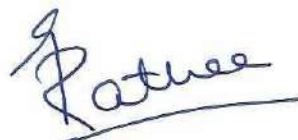
complainant. Therefore, for causing wrongful loss to the complainant and arbitrarily cancellation of the allotment, the complainant is entitled to receive refund of her paid amount along with interest as per prescribed rate under RERA Act. Thus at this belated stage in light of the facts and circumstances and the conduct of both the parties, the present case is made out for the alternate relief sought by the complainant which is relief of refund of the paid amount along with interest. So, the Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;



Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: “Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

27. Hence, Authority directs respondent to refund to the complainant the paid amount along with interest 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 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount.
28. Authority has got calculated the interest on total paid amount from date of payments till date of order(i.e 28.10.2025) and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest Accrued till date of order i.e 28.10.2025 (in ₹)



1.	312500	26.10.2005	678868
2.	196875	04.02.2006	421776
3.	196875	04.03.2006	420137
4.	75000	04.06.2007	149864
Total: 781250			1670645/-
Total payable to complainant(781250+1670645): 2451895/-			

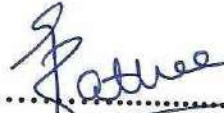
G. DIRECTIONS OF THE AUTHORITY

29. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- Respondent is directed to refund the entire amounts along with interest of ₹ 24,51,895/- @ 10.85% to the complainant as specified in para 28 of this order. Interest shall be paid up till the time period under section 2(z a) i.e till actual realization of amount.
- 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.

Rattree

30. **Disposed of**. File be consigned to record room after uploading on the website of the Authority.


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

