



Complaint No. 328 of 2018

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 328 OF 2018

Mrs. Devki Rani

....COMPLAINANT(S)

VERSUS

M/s Omaxe Pvt Ltd

.... RESPONDENT (S)

CORAM: Rajan Gupta
Dilbag Singh Sihag
Anil Kumar Panwar

Chairman
Member
Member

Date of Hearing: 16.09.2020

Hearing: 14th

Present: Mr. R.P.Dangi, Counsel for the complainant
Mr. Munish Gupta, Counsel for the respondent (through video conferencing)

ORDER (ANIL KUMAR PANWAR-MEMBER)

The complainant booked a plot in respondent's project but had not accepted offer of possession mainly for the reason that acceptance of said offer was fraught with a risk to life because a high tension wire was passing over his plot.

2. The Authority during course of earlier hearing of this matter had therefore directed the respondent to get the high tension lines removed. The respondent later apprised that high tension lines have been removed and case was adjourned for today as complainant wanted to verify this fact.

3. Today, learned counsel for complainant concedes that high tension lines have been since removed but he has still expressed some reservations in accepting the offer of possession which will be dealt one by one.

4. The first point canvassed is that the distance of high tension lines from the plot is still short by 15 cm of the prescribed standard and therefore, the lines should have been shifted to some more distance away from the complainant's plot. The Authority finds no merits in the contention because 15cm is insignificant distance and it is now not justifiable for the complainant to deny offer on this ground.

5. The complainant's next grievance is that some portion of shamlat land situates immediately behind the plot in question and therefore, the offer of possession can be deemed a valid offer only if the plot is first got demarcated from Revenue Patwari in order to ensure that no part of shamlat



land is included in his plot. Needless to mention that respondent had developed and carved out the plots after approval of demarcation plans by the Town and Country Planning department. So, it can be safely concluded that no part of shamlat land is included in area of plot being offered to the complainant.

6. Last reservation expressed for not accepting offer of possession is that the respondent had unilaterally increased the area of plot and is demanding extra price at the present market rate of land. Complainant's plea on this point is not sustainable for two reasons. Firstly, the respondent's learned counsel during course of arguments has submitted that price of increased area would be charged at the rate on which the plot was booked. Secondly, the Authority in its order dated 22.01.2019 held that respondent shall charge for the increased area at the basic rate of allotment.

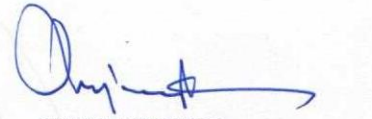
7. In view of above discussion, the complainant has now no justifiable reason for not accepting offer of possession and is rather duty bound to take possession as and when offered.

8. Resultantly, the respondent is directed to offer possession to the complainant alongwith statement of all receivables and payables amounts. For this purpose, the respondent shall calculate the amount of interest payable to complainant towards delay in offering possession from the deemed date of possession as reflected in the builder buyer agreement which in present case is 01.05.2017 to the date of offering possession and the interest so payable shall be calculated at the rate prescribed in Rule 15 of HRERA Rules,2017 i.e.



SBI MCRL+2% as per the principles laid down in complaint no. 113/2018-
Madhu Sareen vs BPTP Pvt Ltd. The date of offering possession in the present
case will be from the date the high tension lines were removed. The balance
amount payable by complainant after adjusting the amount of interest towards
delay delivery of possession, shall be paid to the respondent forthwith at the
time of handing over of physical possession of plot.

8. With these directions, the matter stands **disposed of**. File be consigned
to record room.



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RAJAN GUPTA
[CHAIRMAN]



.....
ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]