



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE THE ADJUDICATING OFFICER

Complaint No. 540 of 2020

Anju w/o Sh. Rambir Singh Mann, r/o 156, Old Housing Board Colony,
Murthal Adda, Near Govt. Girls School, Sonipat

....COMPLAINANT

VERSUS

1. Housing Board Haryana, C-15, Sector-6, Panchkula through its Secretary
2. Estate Manager, Housing Board Haryana, Housing Board Colony, Sector-14,
Sonipat

....RESPONDENTS

Complaint No. 541 of 2020

Bhupinder singh s/o Sh. Bhim Singh Mann, r/o 226-A, Shanti Nagar Model
Town Panipat.

....COMPLAINANT

VERSUS

1. Housing Board Haryana, C-15, Sector-6, Panchkula through its Secretary
2. Estate Manager, Housing Board Haryana, Housing Board Colony, Sector-
14, Sonipat

....RESPONDENTS

Saeta Gupta

Complaint No. 543 of 2020

Nidhi mangal w/o Sh. Sanjeev Kumar, r/o 330, Near Tehsil Haripura, Mohalla ,
Gharounda,Karnal, Haryana

....COMPLAINANT

VERSUS

1. Housing Board Haryana, C-15, Sector-6, Panchkula through its Secretary
2. Estate Manager, Housing Board Haryana, Housing Board Colony, Sector-14, Sonipat

....RESPONDENTS

Complaint No. 544 of 2020

Kanwer Singh Pannu Prop. M/s Pannu Enterprises , r/o 1192, Sector-6, Karnal,
Haryana.

....COMPLAINANT

VERSUS

1. Housing Board Haryana, C-15, Sector-6, Panchkula through its Secretary
2. Estate Manager, Housing Board Haryana, Housing Board Colony, Sector-14, Sonipat

....RESPONDENTS

Complaint No. 545 of 2020

Pannu Enterprises through its Prop Kanwer Singh Pannu, r/o 1192, Sector-6,
Karnal , Haryana

....COMPLAINANT

VERSUS

1. Housing Board Haryana, C-15, Sector-6, Panchkula through its Secretary
2. Estate Manager, Housing Board Haryana, Housing Board Colony, Sector-14, Sonipat

....RESPONDENTS

Coram: Dr. Sarita Gupta -Adjudicating Officer

Date of Decision: 14.08.2020

Present through:- Sh. Ashish Chaudhary, Counsel for the complainant in all
whatsapp video call complaints
Sh. Anil Kumar, Counsel for the respondents in all
complaints.

ORDER:-

1. The bunch of above captioned complaints are taken up together for hearing as they involve similar issues and are against same respondents. The final order is passed by taking complaint no. 540/2020- titled as Anju vs Housing Board, Haryana as lead case.
2. The brief facts in complaint no. 540/2020 titled as Anju vs Housing Board, Haryana are as under.
3. A scheme was launched by the respondents in the year 2010 for inviting applications for allotment of built up multi-storeyed flats for industrial workers and industrial units/entrepreneurs of Haryana State at Bawal and Barhi, District Sonipat on hire purchase basis. The registration period for said scheme was

19.02.2010 to 19.03.2010. The complainant Ms. Anju had applied for type-I flat at Barhi, Sonipat on 18.03.2010 by paying earnest money of ₹ 79,000/-. Being successful in draw she was provided registration no. 82 and was informed to pay an amount of ₹ 1,20,000/- on account of amount payable after draw of lots on or before 31.08.2010. The said amount was paid by complainant vide demand draft dated 06.09.2010. After gap of 8 years, a letter dated 19.02.2018 was received from the respondents wherein the final price of allotted unit 81-A, TYPE-I was quoted as ₹ 15,40,309/- and it was mentioned that allottee could take possession within 30 days of issuance of that letter after making payment of ₹ 5,71,920/-. The remaining payment was to be made in monthly instalment of ₹ 12079/- for a period of 10 years.

4. The complainant has alleged that as per brochure, the tentative price of unit type-I was ₹ 7,90,000/- and they were supposed to be handed over upto 30.06.2012. But respondent failed to abide by the terms of brochure/scheme and arbitrarily enhanced the total price of unit to ₹ 15,40,309/- which is almost double the tentative price. In response to demand cum possession letter dated 19.02.2018, a legal notice dated 08.03.2018 was sent to respondent asking either to allot the unit as per the price mentioned in brochure or to refund the paid amount alongwith interest @18% per annum. Instead of handing over possession or making the refund of amount to the complainant, the respondent had sent a show cause notice dated 05.04.2018 as to why the allotment of flat be not cancelled as complainant

has not taken possession of flat within 30 days of issuance of allotment letter. It has further been alleged that a letter dated 01.05.2019 was received from respondent wherein it was mentioned that complainant's request for reducing the cost of flat as mentioned in letter dated 19.02.2018 has been rejected by competent authority for the reason that the price of ₹ 7,90,000/- was tentative one and after completion of construction work, the price got increased due to enhanced land compensation, Arbitration Awards and statutory taxes/levies. Facing these circumstances, the present complaint has been filed by complainant seeking either fresh allotment at the same price mentioned in brochure or refund of paid amount alongwith interest @18% per annum and compensation to the tune of ₹ 5,00,000/-.

5. Brief facts of complaint no. 541/2020 are that the complainant Bhupinder Singh had applied for Type-I flat by paying ₹ 79,000/- as registration amount on 18.03.2010. Being successful in draw of lots, he was allotted unit no. 84-GF vide allotment letter dated 27.07.2010 and in terms of allotment was asked to deposit ₹ 1,20,000 which was deposited on 09.08.2010. After a gap of 8 years, he was offered possession vide letter no. 2931 dated 19.02.2018 wherein it was mentioned that the cost of flat got escalated to ₹ 15,40,309/- which is almost double the price then stated in brochure. Feeling aggrieved he has filed the complaint seeking refund of paid amount ₹ 1,99,000/- alongwith interest @18% per annum.

6. Brief facts of complaint no. 543/2020 are that the complainant Nidhi Mangal had applied for Type-I flat by paying ₹ 79,000/- as registration amount on 16.03.2010. Being successful in draw of lots, she was allotted unit no. 150-A vide allotment letter dated 27.07.2010 and in terms of allotment was asked to deposit ₹ 1,20,000 which was deposited on 25.08.2010. After a gap of 8 years, she was offered possession vide letter no. 3061 dated 19.02.2018 wherein it was mentioned that the cost of flat got escalated to ₹ 15,40,309/- which is almost double the price then stated in brochure. Feeling aggrieved she had filed the complaint seeking refund of paid amount ₹ 1,99,000/- alongwith interest @18% per annum.

7. Brief facts of complaint no. 544/2020 are that the complainant Kanwer Singh Pannu applied for Type-I flat by paying ₹ 79,000/- as registration amount on 12.03.2010. Being successful in draw of lots, he was allotted unit no. 76-C vide allotment letter dated 27.07.2010 and in terms of allotment was asked to deposit ₹1,20,000 which was deposited on 06.09.2010. After a gap of 8 years, he was offered possession vide letter no. 3076 dated 19.02.2018 wherein it was mentioned that the cost of flat got escalated to ₹ 15,40,309/- which is almost double the price stated in brochure. Feeling aggrieved he had filed the complaint seeking refund of paid amount ₹1,99,000/- alongwith interest @18% per annum.

8. Brief facts of complaint no. 545/2020 are that the complainant Pannu enterprises had applied for Type-I flat by paying ₹ 79,000/- as registration amount

on 02.11.2010. Being successful in draw of lots, he was allotted unit no. 130-C in phase-II of project-Barhi, Sonipat vide allotment letter dated 29.02.2012 and in terms of allotment was asked to deposit ₹ 1,20,000 which was deposited on 09.04.2012. After a gap of 6 years, he was offered possession vide letter no. 2716 dated 15.02.2018 wherein it was mentioned that the cost of flat got escalated to ₹ 15,65,409/- which is almost double the price stated in brochure. Feeling aggrieved he had filed the complaint seeking refund of paid amount ₹ 1,99,000/- alongwith interest @18% per annum.

9. Respondents have filed separate reply in the registry in all the complaints on 17.07.2020 taking preliminary objections with regard to the present complaints are not maintainable being premature as the complainants have not approached Housing Board for redressal of their grievances, the complainants have not come to court with clean hands, suppression of material facts and no cause of action has arisen to the complainants. Further it has been stated that the respondent is not a mere real estate developer but a statutory body which works at no profit no loss basis.

10. Regarding refund of amount, it has been alleged that the complainant did not submit any separate application for the same. It was infact complainant who did not come forward for taking possession of flat by paying requisite amount despite issuance of several notices. So, the allotment is liable to be cancelled and the amount would be refunded as per provisions of Section 12 and

13 of Housing Board, Haryana (Allotment, Management and Sale of Tenements) Act,1972. The project in question was planned in a way that flats could be available for allotment by 28.02.2013 but same got delayed due to contractor (technical reasons). Ultimately the construction work got completed in the year 2014 and development work got completed in the year 2017 and possession was to be handed over in year 2018 at revised rates.

11. In preliminary objections, it has further been alleged that respondent no. 1 is a statutory body working at no profit no loss basis. Allotment letters were issued by the concerned estate manager in year 2018 and possession was offered alongwith allotment letter. Complainants did not come forward and did not deposit allotment money. In the event of non-deposit of allotment money the allotment is liable to be cancelled. As per regulation 13 of Housing Board, Haryana (Allotment, Management and Sale of Tenements) Act,1972, 50% of amount deposited by complainant at time of registration shall be forfeited and the balance amount would be refunded to the allottee without interest. Due to technical reasons and due to delay on the part of contractor, the work was completed in year 2014. In the year 2017 development work was completed and possession is given to the allottees as per revised rates. The complainant has not filed the complaint in accordance with provisions of RERA Act.

12. On merits, it has been stated that the project was launched in year 2010. At that time RERA Act,2016 has not come into existence. Hence project was not registered. The flats were advertised at tentative price of ₹ 7,90,000/- subject to

change in construction cost, enhanced land compensation and other factors. The project was completed in year 2017 beyond the control of respondents. Final cost of the flat was intimated to complainant after taking into consideration all the factors. The tentative cost mentioned in brochure was not final.

13. The respondent no. 1 issued various letters for taking over possession of flat, show cause notice and letter issued informing complainants the reason for increase in price. The respondents have prayed for dismissal of complaint.

14. Arguments of both learned counsel for parties have been carefully heard alongwith meticulous examination of the complaint.

15. During course of arguments, ld. counsel for complainants has argued that the flat which was supposed to be delivered in year 2012 has been delayed by respondents for almost 5 years on pretext of fault of contractor and at time of offer complainants were conveyed about its total sale consideration which is almost double the tentative price quoted in brochure. Such a high increase does not leave any option for complainant-allottee except to withdraw from the project.

16. On the other hand, ld. counsel for respondents has contended that the respondent-department is not a profit making developer-builder, it works at no profit no loss basis. The possession was offered in year 2017 as soon as the development work got completed in the project. Further the respondent no. 1 is ready to refund the amount according to regulation 13 of Housing Board, Haryana (Allotment, Management and Sale of Tenements) Act,1972.

17. Perusal of files shows that in the year 2010 scheme was launched by respondent no. 1 for industrial workers and industrial units/entrepreneurs who were economically weaker sections of society. The scheme was launched at Bawal and Barhi, District Sonapat, Haryana and applications were invited for allotment of build up multi-storeyed flats. In the brochure the amount against which the flats were to be allotted was ₹ 7,90,000/- and the earnest money ₹ 79,000/- was to be deposited which was accordingly deposited by respective complainants, Anju in complaint no. 540/2020 on 18.03.2010, complainant Bhupinder Singh in complaint no. 541/2020 on 18.03.2010, complainant Nidhi Mangal in complaint no. 543/2020 on 16.03.2010, complainant Kanwer Singh Pannu in complaint no. 544/2020 on 12.03.2010 and complainant Pannu enterprises in complaint no. 545/2020 on 02.11.2010.

18. After draw of lots the complainants were informed to pay ₹ 1,20,000/- each . The said amount was paid by complainant Anju in complaint no. 540/2020 on 06.09.2010, complainant Bhupinder Singh in complaint no. 541/2020 on 09.08.2010, complainant Nidhi Mangal in complaint no. 543/2020 on 25.08.2010, complainant Kanwer Singh Pannu in complaint no. 544/2020 on 06.09.2010, complainant M/s Pannu Enterprises in complaint no. 545/2020 on 09.04.2012 and it was in the year 2018 i.e. after 8 long years, letters were received by complainants wherein the final price of the allotted units was quoted as ₹ 15,40,309/- and offer of possession was made within 30 days and the remaining

amount was to be paid in monthly instalments of ₹ 12079/- for a period of 10 years. At this stage it is relevant to mention that the scheme was launched for economically weaker sections of society by Housing Board Haryana so as to allot the flats to them at the price within their reach. After launching project in year 2010, instead of handing over possession for 8 years the completion of construction was delayed and then possession was offered at double the price. The very purpose of launching scheme for economically weaker sections of society has been frustrated. The respondent no. 1 had been utilising the amounts of the complainants for all these years without paying any interest. The possession was planned to be delivered on or before 30.06.2012. the reason for delaying the project has been mentioned as delay on part of contractor. Why the complainants/allottees are to suffer for fault of the contractor/Hosuing Board , Haryana. It was the duty of officers of Housing Board Haryana to monitor the progress of construction of flats as per the scheme launched by Housing Board, Haryana.

19. Though the counsel for respondent has drawn attention towards Regulation 13 of Housing Board, Haryana (Allotment, Management and Sale of Tenements) Act,1972 vide which 50% of the amount deposited shall be forfeited by the Housing Board in case the allottee fails to take possession within 30 days and remaining 50% of amount would be refunded without interest, yet it has to be seen as to whether after delaying the project for 6 years without fault of

allottees, utilising money for 6 years without paying any interest to economically weaker sections of society is it justified to forfeit their amount on the pretext that they have failed to adhere the unreasonable demand of Housing Board to deposit the enhanced amount and take possession within 30 days. The allottees who are industrial labours are taken by surprise when their cost of flat has been narrated as double the amount which was initially offered. Since it was fault on the part of respondent no. 1 in not completing the project within time, it cannot be allowed to take shelter of Regulation no. 13 of Housing Board, Haryana (Allotment, Management and Sale of Tenements) Act,1972. Nobody can be allowed to take advantage of its own wrongs.

20. Resultantly, all above mentioned complaints i.e complaint no. 540/2020 titled as Anju vs Housing Board, complaint no. 541/2020 Bhupinder Singh vs Housing Board, Haryana, complaint no. 543/2020 titled as Nidhi Mangal vs Housing Board, complaint no. 544/2020 titled as Kanwer Singh Pannu vs Housing Board, Haryana and complaint no. 545/2020 titled as M/s Pannu Enterprises through prop Kanwer Singh Pannu vs Housing Board, Haryana are allowed. The respondent no. 1 is directed to refund the paid amount which in complaint no. 540/2020 is ₹ 1,99,000/- , in complaint no. 541/2020 is ₹ 1,99,000/- , in complaint no. 543/2020 is ₹ 1,99,000, in complaint no. 544/2020 is ₹ 1,99,000/- and in complaint no. 545/2020 is ₹ 1,99,000/- alongwith interest in terms of Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR+ 2% from the date of

payment made to the actual date of refund within a period of 90 days. The amount shall be paid in two instalments meaning thereby first instalment of 50% of amount shall be paid within 45 days of uploading of this order and remaining amount to be paid as second instalment within next 45 days.

21. In these terms, all the above mentioned complaints are disposed of. Files be consigned to record room.

Pronounced in open court
14.08.2020

Sarita Gupta
Dr. Sarita Gupta
[Adjudicating Officer]

Note: This order contains 13 pages. All the pages have been checked and signed by me.

Sarita Gupta
Dr. Sarita Gupta
[Adjudicating Officer]