



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 517 OF 2020

Vishal Madan

....COMPLAINANT(S)

VERSUS

1. Jindal Realty Pvt. Ltd.
2. Jagran Developers Pvt Ltd
3. Kurukshetra Global City

....RESPONDENT(S)

COMPLAINT NO. 528 OF 2020

Kavita Goel

....COMPLAINANT(S)

VERSUS

1. Jindal Realty Pvt. Ltd.
2. Jagran Developers Pvt Ltd
3. Kurukshetra Global City

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 23.12.2020

Hearing: 4TH

Present through: - Mr. Vishal Madan, Counsel for complainants
Video Conferencing Mr. Sachin Kumar Tomar, Counsel for the respondent.

ORDER (DILBAG SINGH SIHAG-MEMBER)

Both above captioned complaints are taken up together for hearing as they are related to same project and involves identical issues. Therefore, this order is passed taking complaint number 517 of 2020 as lead case.

2. In this case, offer of possession for the unit number SCO-19 having area of 74.54 sq yards was already sent to the complainant on 05.08.2016 after duly receiving part completion certificate but complainant did not accept said offer raising certain objections; firstly, respondent has reduced area from 105.51 square yards to 74.54 sq yards, but has not reduced proportionate cost of unit, whereas fact remains that Rs18,36,800/- has already been paid by complainant against basic sale price of Rs 12,34,467/-; secondly, respondent has not provided any compensation for the delay caused in handing over of possession which he was supposed to deliver up to 09.02.2013 in terms of agreement ; thirdly, respondent has not completed/carried out development work in the concerned project-Jindal Global City, Kurukshetra.

2. Vide previous order dated 25.11.2020, the respondent was directed to charge for the reduced area i.e. 74.54 square yards at the same rate as stipulated in builder buyer agreement executed between parties. Further Authority had appointed its Chief Town Planner Mr Arvind Mehtani as local commissioner for visiting the



site and to give his report regarding the question as to whether development works have been carried out by the respondent or not. Accordingly, site was visited by the appointed local commissioner on 12.12.2020 and report has been submitted. Said report has been placed today before the Authority for consideration. On perusal it has been found that all services have been laid out by the respondent and the unit is ready to take possession. So, there is no merit in the averment of the complainant. Relevant point of said report is produced below for reference :-

- “vi. All the services i.e. water supply, sewerage and storm water are available at site;
vii. Possession of the vacant site can be taken by the complainants for undertaking construction.”*

3. Regarding first objection of the complainant it has been already decided that the respondent shall charge from him only for the reduced area at the same rate as stipulated in builder buyer agreement and excess amount Rs 5,32,684/- received from complainant should be returned to the complainant with interest at the rate prescribed in rule 15 of HRERA Rules, 2017 calculated from the date of actual deposit upto date of this order.

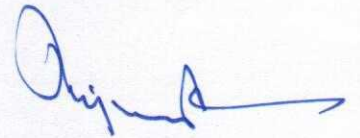
4. Now issue pertaining to delay interest remains to adjudicate upon. Factual position reveals that there is delay in offering possession of unit as it was supposed to be delivered upto 09.02.2013 whereas offer was sent on 05.08.2016. So, for delay caused by the respondent in offering of possession, respondent is liable to pay delay interest to the complainant at the rate prescribed in rule 15 of

HRERA Rules,2017 i.e. SBI MCLR +2%. Said amount calculated at the rate 9.30% works out to Rs 5,97,878/- payable by respondent to complainant.

5. Further it has been made clear that if any payment has been delayed by complainant then same interest rate will be charged by the respondent so as to maintain a parity between the rights of parties. Accordingly, respondent is directed to deliver the actual possession within 30 days of uploading of this order along with payment of delay interest and excess amount as directed in paragraph no. 3 of this order.

6. It has been observed that complainant has already submitted Rs 5000/- in each case as tentative cost towards appointment of local commissioner, however in the previous order it was recorded that the cost of appointment of local commissioner will be borne by the party who will be found at fault. Accordingly, Authority after consideration decides that cost of appointment of local commissioner shall be borne by complainant. So, he is directed to pay remaining cost of Rs 5,000/- in each complaint case.

7. Case stands **disposed of** in above stated terms.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]