



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 2859 OF 2019

Manmohan Raj .....COMPLAINANT(S)

VERSUS

Eldeco Infrastructure and Properties Ltd. ....RESPONDENT(S)

**CORAM:** Rajan Gupta **Chairman**  
Anil Kumar Panwar **Member**  
Dilbag Singh Sihag **Member**

**Date of Hearing:** 10.03.2021

**Hearing:** 10<sup>th</sup>

**Present:** Mr. Manmohan Raj, complainant-in-person  
None for the respondent

### ORDER (RAJAN GUPTA-CHAIRMAN)

Case of the complainants is that they had booked a plot bearing no. H1/12A in the project of the respondent namely "Eldeco Estate One", Panipat, Haryana. Their grievance is that at the time of booking of plot, the respondent has specifically told that their plot measures 356 sq. metres and on conversion in sq. yards, the area of the plot will roughly come out somewhere between 430 to 450 sq. yards. Agreed sale consideration for the plot measuring 356 sq.

metres is Rs. 56,08,000/- (inclusive of everything) and complainants have already paid an amount of Rs.60,90,736/- as per demands raised by respondent between the period 08.03.2014 to 15.04.2015. The complainants further stated that at time of booking they were issued an allotment letter dated 21.04.2014 which clearly shows that size of their plot is 356 sq. metres (Annexure A). However, subsequently they received some documents dated 08.05.2014 from the respondents which mentioned their plot area as 356 sq. yards and not 356 sq. metres (Annexure D). The complainants wrote various mails to the respondents from 2016 to 2019 (Annexure C) complaining about reduction in the allotted plot area and fabrication of the documents dated 08.05.2014. Further grievance of the complainants is that the respondents who were duty bound to offer possession by 15.04.2015 in terms of the agreement executed between the parties, have not yet delivered the possession and rather have served a demand notice dated 26.11.2019 for payment of Rs. 14,28,273/-. Thus, the complainants filed the present complaint seeking possession of the plot of agreed size i.e. 356 sq. mtrs., or in case of delivery of the 356 sq. yards plot, refund payment for excess area of 59.05 sq. metres, along with interest.

Denying the allegations of the complainants, Ld. Counsel for the respondents contended that the respondents have always been allotting plots in the colony in sq. yards and not in sq. metres to all the allottees, and they can produce agreements executed during the period when the said plot was applied and allotted to the complainant. The respondent referred to the



allotment letter dated 21.04.2014 (Annexure A) in which size of the plot has been shown and stated that the blank containing words 'sq. metres' has been struck off. Further, he also stated that the documents, which the complainants have claimed to be forged by the respondents, were actually filled in the presence of Mr. Manmohan Raj only and thereafter, he signed the same. Also, the respondents had offered the possession of the said plot to the complainants on 23.01.2015 subject to payment of balance dues in terms of the agreement. The complainant is now making lame excuses.

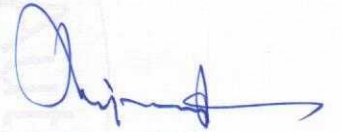
After hearing both the parties, the Authority vide its order dated 25.02.2020 had directed the respondents to produce five agreements executed by the respondents with other allottees during the same period when the plot in question was allotted to the complainant in order to determine the issue of size of the plot. The said five agreements executed by the respondents with other parties during the same period were produced by the respondents before the Authority on 23.12.2020. Also, the complainant brought the original allotment letter for consideration of the Authority on the said date. After examining the said agreements, the original allotment letter and the case record, the Authority vide its order dated 23.12.2020 had observed that the agreement executed between the complainants and the respondents appears to be in sq. metres only, as there is no mention of sq. yards in the agreement.

Today, none is present on behalf of the respondents. The Authority is convinced with case of the complainants that according to the



agreement executed between the complainants and the respondents, the area of the plot should have been 356 sq. metres. However, if the actual area of the plot is 356 sq. yards, then the complainants be charged accordingly and the amount taken in excess by the respondents for additional area be refunded back to the complainants, along with interest on the excess amount from date of payment of the said amount by complainants till date of this order, to be calculated as per Rule 15 of HRERA Rules, 2017. Possession of the agreed plot be delivered to the complainants within 30 days of uploading of the order on website of the Authority.

Case is disposed of. Orders be uploaded on website of the Authority and files be consigned to the record room.



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**RAJAN GUPTA**  
[CHAIRMAN]



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**ANIL KUMAR PANWAR**  
[MEMBER]



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**DILBAG SINGH SIHAG**  
[MEMBER]