



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 604 OF 2021

Neha Chaudhary

....COMPLAINANTS(S)

VERSUS

Jindal Realty Pvt Ltd

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 14.12.2021**

**Hearing: 4<sup>th</sup>**

**Present :** Sh. Vishal Singhal, Counsel for the Complainant.

Sh. Drupad Sangwan, Counsel for the Respondent.

### **ORDER: (RAJAN GUPTA-CHAIRMAN)**

Complainant herein had purchased plot no. G-42, having area of 194 sq yards in respondent's project Jindal Global City, Sonipat under down payment plan. Builder buyer agreement was executed between the parties on 12.07.2016 and in terms of it possession was supposed to be delivered upto 12.07.2019. It has been alleged by the complainant that possession has not been offered till date even after making payment of Rs 16,98,858/- against total sale price of Rs 18,74,958/- which is reflected in the receipts attached as Annexure

A-4 and A-5. Present complaint has been filed by complainant seeking possession alongwith delay interest and to restrain respondent from levying charges on account of club charges for the reason that facility of club has not been yet provided by the respondent.

2. Respondent in his written statement has stated that plot in question was allotted to the complainant vide allotment letter dated 04.12.2014 and thereafter builder buyer agreement was executed between parties on 12.07.2016. Further, it has been submitted that the development work in the project stands completed and developer has already applied for completion certificate however, due to onset of COVID-19 pandemic which resulted in complete lockdown the departmental works got stalled. It has also been stated that project of the respondent is complete and possession will be offered to the complainant as soon as completion certificate is received from the concerned authority. In support of their contention photographs of the project site have been placed on record as annexure P-6 and P-7.

3. After hearing both parties and perusing relevant record, it is observed that respondent was supposed to deliver possession by 12.07.2019 in terms of builder buyer agreement executed on 12.07.2016 but possession has not been offered till date by respondent to complainant. Regarding status of project it has been submitted by the respondent that project in question is complete and



possession will be offered to the complainant as soon as completion certificate is received the authority concerned. Considering written submission of respondent Authority is of view that though respondent could not deliver possession within stipulated time but now he is at advanced stage of offering of possession as project is complete and completion certificate stands applied for.

Learned counsel for respondent stated that respondent has already completed his obligations towards developing the project and same is evident from the photographs placed on record. It is due to pandemic COVID-19 that departmental works got stalled but still developer is making efforts to obtain completion certificate at earliest and he further assured that possession will be handed over to the complainant as soon as completion certificate is received. In these circumstances, Authority deems fit to direct the respondent to hand over possession of the plot to the complainant immediately after obtaining completion certificate. Further, complainant will be entitled to delay interest for the period of delay caused by the respondent in handing over of possession from the deemed date of possession 12.07.2019 till a valid offer of possession is made after receiving completing certificate at the rate prescribed in Rule 15 of HRERA Rules, 2017 i.e. 9.30%. In order to maintain parity between the parties, it is clarified that in case, payment of instalment have been delayed by the

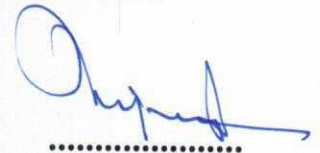


complainant, then for said delay, respondent may recover interest at the same rate of interest as provided in Rule 15 of HRERA Rules,2017.

4. Regarding issue of club charges, it is clarified that these charges are recoverable by respondent in terms of builder buyer agreement but only when the facility of club is operational in the project.

5. Accordingly, the respondent is directed to deliver physical possession of the plot within 30 days to the complainant after receipt of completion certificate alongwith statement of account duly incorporating therein amount of delay interest in terms of the principles incorporated in above paragraphs. The complainant in case has any further grievance in regard to offer of possession and the fresh statement of accounts to be issued, he will be at liberty to challenge the same before this Authority by filing a fresh complaint within one month from the date offer of possession with revised statement is served upon him.

6. **Disposed of** in above terms. File be consigned to record room.



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**RAJAN GUPTA**  
[CHAIRMAN]



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**DILBAG SINGH SIHAG**  
[MEMBER]