



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE THE ADJUDICATING OFFICER

Complaint No. - 1103 of 2019

Date of Institution:-04.05.2019

Date of Decision:- 12.01.2022

Lovleen s/o Shri Terinder Kumar r/o Flat no. C-11, Saket Court Residential Complex, Saket, New Delhi-110017

.....COMPLAINANT

VERSUS

Haryana Shehri Vikas Pradhikaran, Office: Haryana Shehri Vikas Pradhikaran, C-3, Sector-06, Panchkula, Haryana

.....RESPONDENT

Hearing: 31st

Present: Mr. Ranjan Arora, Counsel for complainant
Mr. Ashwani Chaudhary, Counsel for respondent

JUDGEMENT:

The brief facts culminating into the institution of the present complaint are:

2. The complainant was allotted a residential plot bearing number 931 measuring 10 marla/220.50 sq. mtrs. in Sector 30, Urban Estate, Pinjore, Haryana on free hold basis vide allotment letter dated 20.01.2015. As per allotment letter, the complainant was required to make payment of ₹50,71,503/- at the rate of ₹23,000/- per sq.mtr. in six annual instalments. The complainant has already paid whole of the amount i.e ₹50,71,503/- to HSVP before conclusion of period stipulated in allotment letter. The respondent/developer was bound to offer possession of said plot within a period of three years from the date of allotment i.e by 20.01.2018, after completion of development work. In case of delay in offering possession, the respondent/developer is liable to pay interest at the rate 9% per annum on the amount deposited by the complainant. Till 22.01.2019 the respondent did not issue letter of offer of possession of the said plot to complainant. On the other hand, the respondent has levied a penalty of ₹2,09,459/- on the complainant as possession interest. A representation was sent by the complainant to HSVP on 22.01.2019 for withdrawal of said unlawful penalty, as it was administrative lapse on the part of respondent in not issuing

letter of offer of possession of said plot. There was no response from HSVP. Instead, subsequently HSVP uploaded an undated and un-numbered public notice on its website informing that offer of possession has been digitally generated and is available online, which amounts to an admission of its administrative lapse. HSVP did not bother to notify the complainant the said public notice by email/SMS. HSVP has adopted this novel idea of public notice only to evade its contractual obligation which is not permissible. In para 9 (ii) of the initial public advertisement, it was mentioned that the allottee will be required to take physical possession of his plot within 90 days of issue of letter of offer of possession. The respondent is under contractual and statutory obligation to issue letter of offer of possession individually to the complainant. Respondent could not be permitted to adopt this subterfuge i.e issuance of undated and un-numbered public notice to avoid its binding contractual obligations. Due to failure of the respondent in issuing letter of offer of possession in favour of complainant, the levy of possession interest upon the complainant is grossly illegal as well as violation of sanctity of terms of contract. HSVP is under obligation to pay interest at the rate 15% per annum to the complainant. Although the link of said public notice is still available on the website of HSVP, however said public notice is no longer accessible online as on 18.05.2019. HSVP is yet to develop all the facilities i.e. provision of quality infrastructure, public amenities like schools, fire station, poly

clinic, community centre, nursing home, clinic, police post, petrol pump, taxi stand, old age home, religious building, shopping centre, etc. besides wide metalled roads, piped water supply and underground sewerage, underground electrification etc. In fact the area is still criss crossed by live High Tension electricity cables posing grave risk to life and property of the allottees. HSVP cannot be allowed to force the allottees to take possession without removing live high tension electricity cables. The phone calls from the complainant have not been responded by the respondent. By way of present complaint, the complainant has sought relief of possession of plot after providing services which were agreed to by HSVP and removal of all safety hazards, interest at the rate of 15% per annum in case of any delay in payment of instalment till the offer of possession with all facilities is made, withdrawal of penalty to the tune of ₹2,09,459/- , levy of penalty on the respondent for not getting the project registered and compensation to the extent of ₹20 lakh for mental harassment.

3. Respondent had appeared through counsel and filed written statement taking preliminary objections that notification of Government of Haryana was intended to have prospective effect and it was not applicable on 20.01.2015 when the complainant was allotted plot number 931, Sector 30, Pinjore, Haryana. It was made clear in the brochure that at the time of possession, only basic amenities i.e. water supply, sewerage, roads and electricity would be

made available. The complainant had deposited ₹5,07,700/- towards 10% earnest money. As per draw of lots, the complainant was allotted residential plot number 931, sector 30, measuring 10 Marla, Urban Estate Pinjore, vide allotment letter dated 20.01.2015. On 18.02.2015, the complainant had deposited ₹7,60,675/-. Demarcation plan of the area was approved by Chief Administrator vide letter dated 14.11.2014. Zoning of area was approved by Chief Administrator, HSVP, vide letter dated 9.1.2018. Vide letter dated 12.12.2017, the Executive Engineer HSVP, Electrical Division, Panchkula had informed that electrical works have been completed in the area. Executive Engineer, HSVP, Division number II, Panchkula had informed vide letter dated 04.12.2017 that civil works were completed. As the work of basic amenities was completed at the site, it was decided to offer possession of plot to the allottees in sector 30, Pinjore. Digitally signed offer of possession was created in PPM in February 2018. A public notice was also published in leading newspaper in March 2018. News item also appeared in leading newspaper regarding offer of possession. The complainant was having due knowledge of offer of possession, which is apparent from the fact that he has attached public notice as Annexure-5. This public notice makes clear that to all the allottees, offer of possession of plots in Sector 30, Pinjore, Kalka Urban Complex has been generated with digital signatures and same are available online in user IDs of respective allottees on website of HSVP. The offer of possession

letters have also been sent through their mail. Those allottees who have not been provided with user IDs could obtain their user ID on any working day from Estate office, HSVP, Panchkula. No separate letters have been sent through post. There is no administrative lapse as alleged by the complainant, rather this decision to offer possession digitally was a conscious decision of Competent Authority. In fact, digitization is the preference amongst the companies, departments, offices, corporations and authorities. The respondent had decided to send the information about offer of possession digitally, for which the respondent had published a public notice in various newspapers of English and Hindi i.e. The Tribune, Dainik Bhaskar and Dainik Jagran. Publication was processed through Director, Public Relations Department, Haryana vide memo dated 01.03.2018, wherein it was informed to the allottees of sector 30, Pinjore, Kalka Urban Complex that offer of possession has been generated digitally and the same were available online. The digitally signed offer of possession was made live in the PPM system since 12.02.2018 itself. Despite due intimation and knowledge, the complainant has failed to apply for possession. No possession interest has been charged from the complainant against instalments which were due on 20.01.2016, 20.01.2017 and 20.01.2018. Since possession was digitally generated in PPM, the date of offer of possession was considered as 19.02.2018. The complainant became entitled to pay the interest on instalments. In case the payment of instalments is not made on

due date, interest at the rate as may be decided by the Authority from time to time, shall be chargeable on delayed payment of instalments irrespective of the fact whether the possession has been offered or not. Instalments were liable to be paid. The allottee is liable to pay the tentative price within a period of 60 days from the date of issue of allotment letter and the payment of instalment was only a concession to the allottee. The allottee cannot avoid the payment of interest. The said interest does not amount to penalty. Possession of the plot shall be delivered to the transferee/lessee as soon as the basic amenities are completed. Hence the offer of possession dated 19.02.2018 digitally generated is valid and legal. The complainant has wrongly stated that there are high tension wires over the plot. The Executive Engineer, HSVP, Electrical Division, Panchkula vide letter dated 17.03.2020 had informed that electrical development works in Sector 30, Pinjore have already been completed. High tension electrical tower passing through the sector is quite at a distance and there is no hindrance in construction of plot of complainant. There is no requirement to shift the electrical cables as alleged by the complainant. There was no pre-condition that before offer of possession, all the amenities were required to be provided to the complainant. The present complaint does not come within the purview of this Hon'ble Court as HSVP is a statutory authority and a competent code in itself. The Act specifically bars the jurisdiction of Civil Court and the present complaint is also hit by the provisions

of HSVP Act 1977. The complaint is liable to be dismissed on this count. The jurisdiction of any authority has been specifically barred by virtue of terms and conditions of letter of intent as well as terms mentioned in brochure issued prior to inviting applications.

4. On merits, the respondent has reiterated the same averments which have already been taken by way of preliminary submissions. The respondent has prayed for dismissal of the complaint.

5. The complainant has filed rejoinder rebutting the allegations of the respondent and further stating that the project of the respondent was on-going project on 01.05.2017. In view of first proviso to section-3 of the RERA Act read with Rules 2(O) and 4 of the Rules, it is clear that the real estate project of sector 30, Pinjore was mandatorily required to be registered under the Act. The respondent has not only failed to get the project registered with Hon'ble Authority, but has also failed to execute an agreement for sale required under section 13(1) of the Act till date. This illegal omission of the respondent has not only deprived the complainant of his legal rights to get the details about the project approvals and deadlines, but also of other statutorily binding undertakings to be fulfilled by the respondent. The respondent may be directed to execute agreement for sale immediately in favour of the complainant so as to prevent further violation of statutory and contractual violations. Floatation of the scheme

for allotment of residential plots by the respondent and issuance of brochure are not disputed. Respondent could not be permitted to shy away from discharging its statutory duties as a promoter/developer of the project. The demarcation plan of the area as approved by Chief Administrator vide letter dated 14.11.2014, zoning of the area as approved by Chief Administrator vide letter dated 09.01.2018, letter dated 12.12.2017 sent by Executive Engineer, HSVP Electrical Division informing that electrical works have been completed in the area and letter dated 04.12.2017 by Executive Engineer, Electrical Division No.II, Panchkula informing that the works have been completed, have not been provided to the complainant despite clear and categorical mandate. The complainant reserves his rights to plead appropriately after supply of said documents. It is denied that the work of development of basic amenities is complete at the site or any digitally signed offer of possession was created in PPM in February 2018 or any public notice was published in leading newspapers in March 2018 or any news item appeared in any leading newspapers regarding offer of possession or the complainant was aware of offer of possession or letters regarding offer of possession were sent through email or offer of possession was available online in the user IDs of the respective allottees on HSVP website. It is also denied that there is any administrative lapse on the part of the respondent. The respondent has wrongly stated that only basic amenities were to be provided at the site as per

brochure. No such condition has been mentioned in the allotment letter dated 20.01.2015. Para-7 of allotment letter refers only to completion of development works in the area as a condition precedent to handing over of possession. As per section-11(4)(6) of RERA Act and section 3(6) and section 3(7) of Haryana Development and Regulation Act of Urban Areas Act 1975, respondent was under legal obligation to obtain completion certificate from The Director, Town & Country Planning, Haryana with regard to the project for development of sector 30, Pinjore. Respondent could apply for completion certificate only after it had laid out the colony in accordance with the approved layout plans and execute internal development works in accordance with the approved design and specifications. The respondent has failed to place on record any copy of the alleged digitally signed offer of possession created in the PPM in February 2018 and also any public notice/news items published in the newspapers regarding offer of possession. It is also submitted that offer of possession letter is not available online in the User IDs. As per terms and conditions mentioned at Para-7.2(a) of allotment letter, it was mandatory for respondent to issue an offer of possession in writing. It is denied that any email was forwarded to the complainant regarding issuance of offer of possession. Since no letter of offer of possession was ever issued by the respondent, therefore, complainant never came to know about the intention of respondent to hand over possession. Complainant

came to learn about the levy of possession interest when he proceeded to pay instalment amount payable in January 2019 as per the allotment letter. It is wrong to state that the present complaint does not come within the purview of powers of this Hon'ble Court. Being a promoter (as per definition provided under section-2 (zk) of the Real Estate (Regulation & Development) Act 2016), the respondent is liable for any violation in discharging its obligations. The objection of Real Estate (Regulation & Development Act 2016) is altogether different from the objective of Haryana Shahari Vikas Pradhikaran (HSVP) Act 1977 and both the Acts pertain to different subjects. The Parliament has enacted Real Estate (Regulation & Development) Act 2016, to regulate the real estate sector and to protect the rights of consumers whereas Haryana Shahari Vikas Pradhikaran Act 1977 merely provides the statutory basis for establishment of a real estate developer/promoter. Real Estate (Regulation & Development) Act 2016 being a central legislation overrides the local Act.

6. Arguments advanced by both ld. counsel for the parties have been carefully heard along with meticulous examination of the records of the case.

7. At the outset, it has been argued by ld. counsel for the complainant that a residential plot bearing no.931 measuring 10 marla was allotted to the complainant in sector 30, Urban Estate, Pinjore, Haryana vide allotment letter

dated 20.01.2015. The complainant had paid an amount of ₹50,71,503/- to the respondent. Possession of residential plot was to be handed over within a period of 3 years from the date of allotment i.e. by 20.01.2018. Till 22.01.2019, possession was not offered to the complainant. Instead of offering possession, the respondent has levied a penalty of ₹2,09,459/-. Since there was default on the part of respondent in not offering possession of the plot, the respondent had uploaded an un-dated and un-numbered public notice on its website informing that offer of possession has already been digitally generated and was available online. In initial public advertisement, it was mentioned that the allottee will be required to take physical possession of his plot within 90 days of the issue of letter of offer of possession. The respondent was bound to issue letter of offer of possession individually to the complainant. The respondent cannot adopt short-cut method. The respondent was to develop all the public amenities at the site. The area was also covered by live high tension electricity cables posing grave risk of life and property to the allottees. It has been argued by ld. counsel for the complainant that the respondent has not provided even the basic amenities as promised by the respondent at the time of issuance of brochure. The respondent has also not removed live high tension electricity cables which have posed grave risk of life and property to the complainant and other allottees. Ld. counsel for the complainant has drawn attention of the Court towards observations of Hon'ble

National Consumer Disputes Redressal Commission, New Delhi in Revision Petition No.2489 of 2015 and 2490 of 2015, wherein it was observed that basic facilities were lacking when the possession was offered. It was also observed that perhaps HUDA was waiting for some unfortunate incident to happen before it gets out of its slumber to take a decision for shifting of a highly dangerous H.T. Pole admittedly existing in the middle of main 24 mtrs. wide road. While allowing the revision petitions, the impugned orders passed by the State Consumer Disputes Redressal Commission, Haryana at Panchkula were set aside. Complainant was also held entitled to interest @ 9% per annum on the amounts deposited by him along with cost of ₹10,000/- in each case. It has been argued by ld. counsel for the complainant that applying ratio of the said authority, the complainant is also entitled to receive compensation as well as interest for not providing basic amenities at the site and also for not removing live High Tension electricity wires. Along with the said relief of compensation ld. counsel for the complainant has also prayed for granting interest @ 15% per annum. The complainant has also sought relief of withdrawal of penalty of ₹2,09,459/- along with compensation to the tune of ₹20 lakh for mental harassment.

8. To rebut the arguments of ld. counsel for the complainant, it has been argued by ld. counsel for the respondent that complainant has wrongly stated that offer of possession was not made. Rather it was published in 'Dainik Bhaskar'

dated 11.04.2018, copy of which has been placed on the record as Annexure-R7. Letter in this regard from Estate Officer, HSVP, Panchkula to Director, Public Relations Department, Haryana, Chandigarh dated 01.03.2018 is Annexure-R6. Ld. counsel for the respondent has drawn attention of the Court towards official noting of HSVP (erstwhile HUDA) placed on record as Annexure-R3, in which in January 2018, the process was started for offering of possession. On 12.02.2018, it has been mentioned by System Officer, IT Wing, HUDA (HQ), Panchkula that digitally signed possession letter is already created and live in PPM system. It was checked and issued by Estate Officer. It has been argued that public notice with regard to generation of digital offer was created and copy of said public notice has been placed on record as Annexure-R4. Ld. counsel for the respondent has also drawn attention of the Court that in the said public notice, it has specifically been mentioned that offer of possession letters have been sent through email also. Annexure-R5 is Hindi version of the said public notice. Ld. counsel for the respondent has also drawn attention towards Annexure-R8 which is a copy of list of allottees with the status of building plan. At serial no.2, plot number has been mentioned as 933 and at serial no.1, the number of plot has been mentioned as 935. It has been argued by ld. counsel for the respondent that in the last column of the said list, the information date of building plan has been mentioned and against plot no.935, the date of sanction of building plan has been

mentioned as 11.10.2018. Similarly, ld. counsel has also drawn attention towards serial nos. 12, 21 & 44 wherein the sanction date for building plan has been mentioned as 12.09.2018, 07.06.2018 and 01.05.2018 respectively. It has been argued that if the adjoining or nearby allottees of the plot have got sanctioned building plans of their respective residential plots, it clearly shows that offer of possession was made in time though it was digitally generated. Annexure-R9 is the list of Damp Proof Course Certificate (DPC) of allottees at Sector 30, Pinjore and against serial no.1, plot no.935, DPC issue date has been mentioned as 20.07.2018, against serial no.5, 6, & 12, DPC date has been mentioned as 13.12.2018, 05.11.2018 and 25.07.2018 respectively. Vide Annexure-R10, office of Executive Engineer had intimated Estate Officer, HUDA, Panchkula that the development works i.e. construction of roads upto WBM/WMM, water supply, sewerage and storm water drainage line have been completed in sector 30, Pinjore, Kalka Urban Complex and bitumen work was under process and will be completed very soon. The numbers of few GH sites and other sites have been mentioned where development work was completed and they were ready for possession. Annexure-R11 is the letter written by Executive Engineer, HUDA, Electrical Division, Panchkula to Estate Officer, HUDA, Panchkula regarding completion of electrification work. Ld. counsel for the respondent has also placed on record list of allottees who had got executed their deeds of conveyance, as

Annexure-R12. So far as argument of ld. counsel for the complainant with regard to existence of live high tension wires is concerned, ld. counsel for the respondent has placed on record copy of memo dated 17.03.2020 as Annexure-R13 written by Executive Engineer, HSVP to Estate Officer, Panchkula intimating that high tension electrical wire passing through the sector are quite at a distance as per norms of Indian Electrical Act and it is also intimated that there is no hindrance in construction of plot no.931, sector 30, Pinjore, Haryana. It has been argued by ld. counsel for the respondent that it has been proved on record that digital offer of possession was timely given by the respondent to all the allottees including the present complainant. Despite issuance of offer of possession digitally, the complainant has not come forward to take physical possession whereas he was required to take physical possession within a period of three months as per guidelines issued on 16.04.2009, copy of which has been placed on record as Annexure-I. Ld. counsel for the respondent has prayed for dismissal of the complaint.

9. It is not disputed that the residential plot measuring 10 marla bearing no.931 was allotted to the complainant vide allotment letter dated 20.01.2015. It is also not disputed that the complainant had paid an amount of ₹50,71,503/-. As per version of the complainant, offer of possession was to be made within a period of three years from the date of allotment i.e. by 20.01.2018. On the other hand,

the version of the respondent is that the digital offer of possession was made on 19.02.2018, after delay of one month only. Annexure-R6 is the copy of memo dated 01.03.2018 written by Estate Officer, HSVP, Panchkula to the Director, Public Relations Department, Haryana, Chandigarh with regard to publishing of public notice on 02.03.2018 and 03.03.2018 in 'The Tribune' (English), 'Dainik Bhaskar' (Hindi), 'Danik Jagran' (Hindi), national newspapers having circulation in the State of Haryana and adjoining areas of neighbouring States/UT. In response to this letter, copy of any such public notices has not been placed on record either of 'The Tribune' or 'Dainik Bhaskar' or 'Dainik Jagran' dated 02.03.2018 or 03.03.2018. If memo/letter was sent by Estate Officer, HSVP, Panchkula to the Director, Public Relations Department, Haryana on 01.03.2018, practically it was not possible to get the public notice published in the newspapers of very next day or the day after. Though ld. counsel for the respondent has placed on record copy of newspaper cutting of 'Dainik Bhaskar' dated 11.04.2018 as Annexure-R7 showing that it was public notice issued to the allottees with regard to offer of possession, yet it is the news item only in 'Dainik Bhaskar'. It cannot be said to be public notice regarding offer of possession or issuance of letter for offer of possession. Ld. counsel for the respondent has also placed on record copy of public notice in English as Annexure-R4 and in Hindi as Annexure-R5 issued by the Estate Officer, HSVP, Panchkula informing that offer

of possession of the plots allotted in Sector 30, Pinjore, Kalka Urban Complex has been generated with digital signatures and the same are available online in the User IDs of respective allottees of HSVP website. It has been written that offer of possession letters have been sent through their emails also. It is interesting to note that both these letters have been signed by the Estate Officer, HSVP, Panchkula but in both these alleged public notices, no date has been mentioned. It appears that these public notices have been framed to fill up lacuna. If in fact the public notices were issued in all official communications and public notices, date is mandatorily mentioned. Though it has been argued by Id. counsel for the respondent that the offer of possession was sent to the complainant via email also, yet no such proof of sending the offer of possession vide email has been placed on record. If it is presumed for the sake of arguments that the complainant might have received the mail sent by the respondent, the respondent was having record of sending email to the complainant showing/giving offer of possession. In the absence of any such proof of email by the respondent, it appears that no such offer of possession was ever sent by mail by the respondent to the complainant. Copy of allotment letter placed on record as Annexure-2 shows that in clause-7, it has been specifically mentioned that the possession of the plot will be offered within a period of three years from the date of allotment after completion of development work in the area, meaning thereby the offer has to be

made specifically, it is not to be presumed. It does not lie in the mouth of respondent to say that the complainant was having knowledge that the possession of the plots was offered in sector 30, Pinjore, Kalka Urban Complex. If this is the argument of ld. counsel for the respondent, it is to be proved on which date, the complainant was having knowledge of offer of possession. In the absence of any such proof, it is observed that the respondent has failed to prove any offer of possession sent by the respondent. Ld. counsel for the respondent has placed on record list of allottees of plots of sector 30, Pinjore along with the date on which building plan was sanctioned as Annexure-R8. Though there are few dates of the year 2018, yet it does not mean that all these allottees had got their building plans sanctioned after receiving valid offer of possession from the respondent. On the similar lines, there is a list of DPC issuance date of the allottees as Annexure-R9, it does not stand proved that the offer of possession was made to public/allottees by way of public notice or individually sending letters of offer of possession. Annexure-R11 is only an intimation that the electrification work has been completed in sector 30, Pinjore, Kaka Urban Complex. Ld. counsel for the respondent has also placed on record copy of list of allottees who had got their conveyance deed executed, yet all these three documents do not show any date on which these documents or list were prepared. None of these documents bear signatures of any officer of HSVP. Without mentioning of any date and without

official issuance of these lists, there is no relevancy attached to these documents/ lists. Despite being Government organisation, the documents or lists or public notices are being issued without date and without signatures of any responsible officer.

10. From the aforesaid discussion, it is observed that respondent has failed to prove that the valid offer of possession was given to the complainant by the respondent in the month of February 2018. The respondent was bound to issue individual offer of possession to the complainant by 20.01.2018, which was not issued at any time. The present complaint has been filed on 04.05.2019. Since the possession of plot was not offered by the respondent, the complainant has suffered mental agony and harassment for all these years. It was continuous default on the part of respondent in not issuing offer of possession to the complainant. It is proved on record that a sum of ₹31,69,689/- was deposited by the complainant with the respondent till 20.01.2018, i.e. deemed date of possession. A sum of ₹6,33,938/- was deposited on 20.01.2019, ₹10,00,000/- on 21.01.2019 and ₹2,67,876/- was deposited on 22.01.2019 by the complainant with the respondent. These amounts were used by the respondent which means wrongful gain to the respondent and wrongful loss to the complainant. Hence it is observed that the complainant is entitled to compensation on the amount of ₹31,69,689/- for a period from 20.01.2018 to 12.01.2022 (date of passing order),

on ₹6,33,938/- from 20.01.2019 to 12.01.2022, on ₹10,00,000/- from 21.01.2019 to 12.01.2022 and on ₹2,67,876/- from 22.01.2019 to 12.01.2022. In 2020 SCC online SC 667 titled as Wing.Cdr. Arifur Rahman Khan and Aleya Sultana and others vs DLF Southern Pvt.Ltd., it has been observed by Hon'ble Apex Court in Para no.55 that:

the first and second respondents shall, as a measure of compensation, pay an amount calculated at the rate 6 per cent simple interest per annum to each of the appellants. The amount shall be computed on the total amounts paid towards the purchase of the respective apartments with effect from the date of expiry of thirty-six months from the execution of the respective ABAs until the date of the offer of possession after the receipt of occupation certificate.

11. Applying the ratio of aforesaid observations of Hon'ble Apex Court in the above mentioned case, interest of justice would be met if compensation @ 6% per annum is granted to the complainant on the amount of ₹31,69,689/- deposited by the complainant and used by the respondent for a period of 3 years 11 months 24 days, on ₹6,33,938/- for a period of 2 years 11 months 24 days, on ₹10,00,000/- for a period of 2 years 11 months 23 days and on ₹2,67,876/- for a period of 2 years 11 months 22 days.

12. Amount of compensation to be paid to the complainant **against relief no.5**, is calculated as under:-

S.No.	Amount (in ₹)	Period	Rate of interest	Total (in ₹)
1.	₹31,69,689/-	20.01.2018 to 12.01.2022	6% p.a.	7,57,078/-
2.	₹6,33,938/-	20.01.2019 to 12.01.2022	6% p.a.	1,13,380/-
3.	₹10,00,000/-	21.01.2019 to 12.01.2022	6% p.a.	1,78,685/-
4.	₹2,67,876/-	22.01.2019 to 12.01.2022	6% p.a.	47,822/-
			Total:-	10,96,965/-

13. So far as relief no.1 is concerned, the complainant has sought possession of plot after providing services which were agreed to be provided by HSVP. On 25.02.2020, ld. counsel for the complainant had withdrawn the said relief vide his separately recorded statement. Since relief no.1 has been withdrawn by ld. counsel for the complainant, no order is being passed on the said relief i.e. relief no.1.

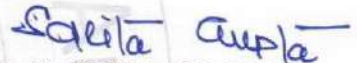
Sarita Gupta

14. By way of second relief, the complainant has sought interest @15% per annum in case of delay in payment of instalment till the offer of possession. For this relief, the complainant has to knock the doors of Hon'ble Authority.
15. The third relief sought by the complainant is withdrawal of penalty to the tune of ₹2,09,459/- levied by the complainant. This relief is also to be granted by Hon'ble Authority.
16. Against fourth relief, it has been argued by ld. counsel for the complainant that the project of the respondent/developer is mandatorily required to be registered, whereas the project of the respondent is not registered till date. Ld. counsel for the complainant has prayed to burden the respondent with penalty for making allotments of the plots in un-registered project. For this relief also, the complainant has to move to the Court of Hon'ble Authority as it is not the domain of this Court.
17. A sum of ₹25000/- is awarded to the complainant as cost of litigation.
18. The total compensation comes to ₹10,96,965/-+ ₹25,000 (cost of litigation) = ₹11,21,965/- (Rupees Eleven Lakh Twenty One Thousand Nine Hundred Sixty Five only).

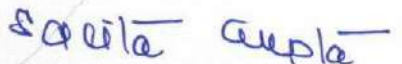
19. Sequel to aforesaid observations, the present complaint is partly allowed. The respondent is directed to pay an amount of ₹11,21,965/- (Rupees Eleven Lakh Twenty One Thousand Nine Hundred Sixty Five only) within 90 days to the complainant. First instalment is to be paid within 45 days from the date of uploading of this order and remaining amount within next 45 days.

20. The present complaint stands disposed of. File be consigned to record room after uploading of this order on the website of the Authority.

12.01.2022


(DR. SARITA GUPTA)
ADJUDICATING OFFICER

Note: This judgement contains 24 pages (twenty four pages) and all pages have been checked and signed by me.


(DR. SARITA GUPTA)
ADJUDICATING OFFICER