



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2935 OF 2022

Dalel Singh

...COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

.....RESPONDENT

CORAM: Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member

Date of Hearing: 09.04.2024

Hearing: 5th

Present: Mr. Chaitanya Singhal, Id. Counsel for the complainant through VC.
Mr. Shubhmit Hans, Id. Counsel for the respondent.

ORDER:

1. This case was listed for hearing on 11.01.2024, however, due to reconstitution of benches, it is taken up today.
2. Today, initiating his arguments, Id. Counsel for the complainant stated that a 4 BHK duplex floor bearing no. T-47, measuring 1434 Sq. ft. was initially booked by an original allottee i.e., M/S Vision International on 12.01.2011 in the respondent's project namely 'TDI Tuscan Floors' located in Tuscan City, Sonipat by paying a booking amount of Rs. 5,00,000/-. Thereafter, the said floor was subsequently purchased by the complainant on 04.11.2011.

He stated that the complainant does not remember whether the builder buyer agreement has been executed by complainant with the respondent or not since he could not trace the copy of builder buyer agreement in his records, however, the respondent had committed to deliver the possession of the booked unit within period of 36 months from the date of booking which comes to March 2015 (deemed date of possession). Respondent had miserably failed to complete the project till today even after a lapse of 7 years. No occupation certificate and completion certificate received till date. No offer of possession made till date even after lapse of 7 years from the deemed date possession. The total sale consideration of the unit including EDC and IDC was Rs. 36, 03,484/- against which the complainant had paid a sum of Rs. 20,51,400/- till date.

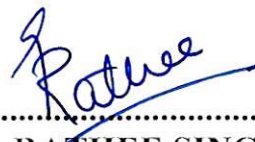
3. Grouse of the complainant is that the respondent failed to construct and offer the possession of the booked unit from 2015 till date. Therefore, he lost interest in project of respondent and prayed for the relief of refund of the entire amount paid to the respondent along with interest.
4. In response, Id. Counsel for the respondent stated that complainant has been a regular defaulter in making its payments to the respondent company against his allotment and for this reason the complainant was sent reminders/notice as well for cancellation/pre-cancellation of its allotment. However, the complainant chose to pay no heed to multiple requests being made by the respondent. Therefore, ultimately vide letter dated 29.03.2016,

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the respondent cancelled the allotment of the complainant for non- payment. The said fact has been concealed by the complainant from this Authority and has approached this Authority with malafide intent just to gain undue monetary benefits. However, Id. Counsel for the complainant stated that he never received any reminder/notice/ cancellation letter from respondent.

5. In view of above, Authority directs respondent to place on record proof of service of reminders and cancellation letter issued to the complainant. Further, complainant is directed to provide information of amount paid as earnest money at the time of booking of the allotted unit along with proof of said payment. The said documents be placed on record by both parties within 2 weeks' time along with an advance copy supplied to opposite party.
6. Case is adjourned to **13.08.2024**.


CHANDER SHEKHAR
[MEMBER]


Dr. GEETA RATHEE SINGH
[MEMBER]