



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2952 OF 2022

Sachin Khara & Anr

...COMPLAINANTS

VERSUS

TDI Infrastructure Limited.

....RESPONDENT

Date of Hearing: 27.04.2023

Hearing: 3rd

Present: -

Ms. Akansha, Counsel for the complainants

Mr. Shubhnit Hans, Counsel for the respondent

ORDER (NADIM AKHTAR-MEMBER)

1. In this case, complainants had booked a unit in the project of the respondent namely 'Tuscan City' situated at Kundli, Sonapat in the year 2010. A builder buyer agreement was executed between both parties on 17.03.2011. As per clause 30 of the agreement possession was to be delivered by 17.09.2013. Complainants have paid an amount of ₹ 25,12,440.84/- against total sale consideration of ₹ 27,61,723.60/-. Complainants submitted that even after a lapse of more than nine years respondent has failed to complete the project and deliver possession of the booked unit. No offer of possession has been issued to the complainant till date. Hence present complaint, seeking

possession of the booked unit along with delay interest for delay caused in delivery of possession.

2. Respondent in its written statement has submitted that all the basic facilities are available at the site of the project and the construction of the tower in which the unit of the complainants is situated is in full swing. Respondent will soon deliver possession of the booked unit to the complainant after completion of construction work.
3. Today, Ms. Aakansha, learned counsel for the complainants argued that as per the builder buyer agreement, respondent was bound to deliver possession of the unit by 17.09.2013. However, no offer of possession has been issued till date. In its written submission respondent has admitted that the tower in which the unit of the complainants is situated is still under construction but has failed to provide a specific timeline as to when the constructions works will be completed and the unit would be ready for possession. In such situation, complainants who have already waited for more than nine years does not want to wait any further for an unforeseeable amount of time for delivery of possession and accordingly wishes to withdraw from the project. Since respondent is not in a position to deliver possession, complainants now wish to seek refund of the paid amount along with interest. Learned counsel prayed that she may be allowed to amend her relief clause and to file an application for amendment of relief in present complaint.



4. In view of above submissions, complainant is at liberty to file application for amendment of relief clause within three weeks with advance copy supplied to respondent.
5. Case is adjourned to 12.07.2023

Geeta Rathee

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DR. GEETA RATHEE SINGH
[MEMBER]

Nadim Akhtar

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NADIM AKHTAR
[MEMBER]

