



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 3020 OF 2019

Manjit Singh Rana

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

### COMPLAINT NO. 3021 OF 2019

Sushil Kumar

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

**CORAM: Anil Kumar Panwar**

**Member**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 12.08.2021**

**Hearing: 7<sup>th</sup>**

**Present: -** Mr. Manjeet Singh Rana, Ld. Counsel for the complainants through VC.

Mr. Shobit Phutela & Mr. Shubhnit Hans, Ld. counsel for the respondent.

### **ORDER ( DILBAG SINGH SIHAG-MEMBER)**

1. Both captioned cases have been taken up together as the grievances involved therein are similar and relate to the same project of respondent.

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2. Learned counsel for the complainant has filed rejoinder in both complaints. Learned counsel for the respondent stated that he has not received copy of rejoinder but record reveals that complainants have themselves sent copy of rejoinder to the respondent company and attached postal receipts of the same. Since respondent's counsel has not received the same, complainant's counsel shall supply the same to respondent's counsel. In case, respondent's counsel fail to receive the same, he may get the same from the office of the Authority as a good will gesture within a week of uploading of this order.

3. Narrating facts of their case, learned counsel for the complainants stated that units were booked on 23.02.2011 and 27.09.2010 respectively in the respondent's project named Tuscan City (Heights), Kundli, Sonapat. Unit No. 201 in tower 11, and unit no. 102 in tower 10, measuring 1080 sq. ft. were allotted to complainants vide Apartment Buyer's Agreement ( herein after referred as ABA) dated 25.01.2014 & 02.08.2011. As per ABA, delivery of the units was to be made within 30 months from the date of agreement, thus deemed date of delivery was 25.07.2016 and 02.02.2014 respectively. They have paid approximately Rs.35,71,825/- out of total sale consideration Rs. 29,16,179/- and Rs. 33,32,382/-out of total sale consideration Rs.25,07,220/- respectively.





Grouse of the complainants in both cases is that respondent after a delay of approximately 3<sup>1/2</sup> and 4<sup>1/2</sup> years, has offered them fit out possession vide Offer for Fit Out Possession cum demand letter dated 03.01.2019 & 25.06.2018 respectively, and that too without obtaining Occupation Certificate. They are further aggrieved on account that respondent vide aforesaid Offer for Fit Out Possession cum demand letters, they were first time informed about unilateral increase in super area from 1080 sq. ft. to 1285 .20 sq. ft. i.e. by 205 sq. fts. which has put additional financial burden on them. They have stated that such a huge increase in super area of units without their consent is unreasonable and unjustified and the same should be refunded.

Possession Certificate was issued to them by respondent on 01.02.2019 & 14.08.2018 respectively and they shifted in their units in April, 2019 and Aug, 2018 respectively. Complainants are aggrieved by the fact that the respondent has offered possession without obtaining Occupation Certificate, therefore, they are entitled to interest on account of delay in handing over of possession till the date of receipt of Occupation Certificate by the respondent. They are also seeking issuance of conveyance deed of their respective units.

They have also impugned certain amounts unreasonably charged from them as per offer for Fit Out Possession cum demand letter dated 03.01.2019 & 25.06.2018 respectively against following categories : (a)



External Development Charges (EDC) Rs. 3,16,802/- (b) Electrical & Fire Fighting Charges (EEFC) Rs. 3,32,715/- (c) Preferential Location Charges (PLC) Rs. 2,16,497/- & 1,42,313/- respectively (d) Miscellaneous Charges (ME) Rs. 11,800/- (e) Interest Free maintenance Security (SEC) Rs. 20,000/- (f) Parking charges (VPK) Rs. 2,09,000/- & Rs. 1,82,875/- respectively without allotting covered parking space (g) charges demanded on the pretext of increase in apartment area from 1080 sq. ft. to 1285.20 sq. ft., and (h) Club Membership Charges (CMC) Rs. 50,000/- demanded as club charges when there is no club is in existence.

4. In addition to aforesaid grievances, they also stated that respondent has miserably failed in providing infrastructural facilities like permanent electricity connection, sewage treatment plant, water treatment plant, maintenance of green area etc.

5. Today, complainants have prayed for refund of amount of Rs. 50,000/- each charged from them on account of club membership when the club is not functional. Learned counsel for the respondent has stated that respondent has constructed one club for the whole project of TDI City which is fully functional. Complainants have stated that since they do not wish to use club facility, so, the amount of Rs. 50,000/- each deposited by them on account of club member ship charges be refunded to them. Since, complainants do not want to use club facility, therefore, respondent is directed to refund said



amount of Rs. 50,000/- (each) charged from them on account of club membership.

8. When Authority asked respondent's counsel regarding status of development of infrastructural facilities in the project and charging of aforesaid unreasonable amounts he sought time to place on record information regarding the same. On request of respondent's counsel, case is adjourned to 13.10.2021. Meanwhile respondent shall file following information with an advance copy to the complainant in form of an affidavits:

- i. Component wise super area chart as per original sanctioned building plans; In case any revision took place, then, super area components will be given as per revised plans.
- ii. Statement of accounts reflecting the amount receivable from the complainant and the amount payable to him till date as interest on account of delay in handover of the possession as per Rule 15 of HRERA Rules, 2017;
- iii. Information regarding status of Occupation Certificate;
- iv. Status of development of infrastructural facilities in the said project.
- v. Photographs showing covered parking facility/space allotted to complainants.

Cases are adjourned to 13.10.2021.



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]

