



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 913 OF 2021

Vikas Manuja & Deepti Manuja

....COMPLAINANT(S)

VERSUS

1. Taneja Developers & Infrastructure Panipat Limited

....RESPONDENT(S)

2. TDI INFRACORP India Limited

**CORAM:**

**Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing:** 10.08.2022

**Hearing:** 5<sup>th</sup>

**Present:** - Mr. Sanjeev Sharma, Ld. counsel for the complainants through VC.  
Mr. Ajay Ghanghas, Ld. counsel for both the respondents.

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

1. While initiating arguments, learned counsel for the complainant stated that complainant had booked a plot in the project named 'TDI City', of the respondents, located in Panipat on 25.11.2011. Plot No. A1-5, measuring 250 sq.

yds. was allotted to the complainant vide allotment letter dated 10.07.2012. Complainant has paid Rs. 15,98,387/- till date against basic sale consideration of Rs. 12,00,000/-.

Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties on 13.10.2012. No deemed date of delivery was stated by the respondents in said agreement. In some similar cases, respondents had assured allottees to deliver possession of plots within three years from the date of making substantial payments by them. In this case, respondents have already received an amount of Rs. 15,95,500/- till 28.02.2012 against basic sale consideration of Rs. 12,00,000/- which is more than 100% of basic sale consideration. Therefore, learned counsel for the complainants pleaded that in this case since no date of delivery of possession has been mentioned by the respondents, therefore, deemed date of delivery of plot should be taken as three years from date of making substantial payments which was 28.02.2012, meaning thereby that complainant's plot should have been delivered to them by 28.02.2015.

Main grouse of the complainants is that respondents have failed to deliver possession of their plot even after a delay of about ten years from the date of booking. Therefore, they are seeking upfront interest on account of delay in handing over of possession along with monthly interest till the date of legally





valid handover of possession i.e. handover of possession after receipt of Occupation Certificate.

3. Learned counsel for the respondents stated that respondents development of basic infrastructural facilities at site is complete as reflected in photographs attached with his reply. He further apprised the Authority that respondents have applied for grant of Completion /Occupation Certificate in May, 2021 and hope to receive it soon.

4. After hearing both parties and perusal of records of the case, Authority observes that as reflected in photographs attached by respondent with his reply, basic infrastructural facilities have been laid down at site. Learned counsel for respondents has stated that respondent has applied for Completion Certificate from the concerned department. He has assured complainants that same will be received soon. Complainants are seeking upfront interest on account of delay in handing over of possession along with monthly interest till the date of legally valid handover of possession i.e. handover of possession after receipt of Occupation Certificate.

In view of these facts, Authority observes that respondents are liable to pay upfront interest for delay in delivery of possession of booked plot to the complainants as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, apart from monthly interest to the complainants from





the date of order till the date a valid handover of the plot is offered i.e. after receipt of Occupation Certificate from the concerned department.

Further as per provisions of section 18 of The RERA Act, 2016, accrued interest up to the date of passing this order shall be paid upfront within 90 days and monthly interest thereafter up to receipt of Occupation Certificate shall also be paid. Both amounts will be worked out as per Rule 15 of the HRERA Rules, 2017. No other relief was pressed by complainants.

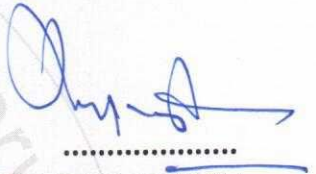
5. Admittedly, complainants have paid total amount of Rs 15,98,387/- in Complaint No.. As per calculations verified by the Accounts Branch, amount payable by respondents to the complainants on account of interest for delay in handover of possession of the plot up to the date of passing of this order has been worked out to Rs. 11,67,733/-. Authority orders that upfront payment of **Rs. 11,67,733/-** will be made to complainants on account of delay caused in offering possession within 90 days and further monthly interest @ **Rs. 13,053.49/-** will be paid to complainant by the respondents w.e.f. 10.08.2022 till the date a legally valid offer of possession is made.


6. Respondents are directed to make a legal offer of possession only after obtaining Occupation Certificate. Said offer letter shall be accompanied with statement of accounts showing payables and receivables at that time. In case, complainants feel aggrieved on account of any charges levied by respondent at time of delivery of possession along with Occupation Certificate, they will be at

liberty to approach the Authority regarding the same. Respondents shall also pay outstanding cost of Rs.5,000/- and Rs. 2,000/- to the office of Authority and complainants respectively.

**Disposed off.** File be consigned to record room and order be uploaded on the website of the Authority.



  
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**RAJAN GUPTA**  
[CHAIRMAN]

  
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**DILBAG SINGH SIHAG**  
[MEMBER]