



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 914 OF 2021

Rachna Manuja & Dr. Rakesh Raman

....COMPLAINANT(S)

VERSUS

1. Taneja Developers & Infrastructure Panipat Limited ...RESPONDENT(S)

2. TDI INFRACORP India Limited

## 2. COMPLAINT NO. 915 OF 2021

Bharti 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.  
( in both complaints).

Mr. Ajay Ghanghas, Ld. counsel for both the respondents.

( in both complaints).

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

1. Both captioned complaints are being disposed of through this common order because core issue involved in these cases are identical, and pertain to same project of the respondents i.e. 'TDI City' Panipat. Facts of

**Complaint case no. 914 of 2021 Rachna Manuja and Dr. Rakesh Raman vs Taneja Developers & Infrastructure Panipat Limited** are being taken into consideration for disposal of both the cases.

2. While initiating arguments, learned counsel for the complainants stated that complainants had booked a shop in the project named 'TDI City', of the respondents, located in Panipat on 17.12.2014. Shop No. 045, measuring 900 sq. ft. was allotted to the complainants vide allotment letter dated 13.04.2015. Complainant has paid Rs. 24,39,642/- till date against basic sale consideration of Rs. 22,29,999/-.

No Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties. No deemed date of delivery was stated by the respondents but in some similar cases, respondents had assured allottees to deliver possession of shops within three years from the date of making substantial payments by them. In this case, respondents have already received an amount of Rs. 12,71,694/- till 19.07.2016 against basic sale consideration of Rs. 22,29,999/-

which is more than 50% 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 shop should be taken as three years from date of making substantial payments which was 19.07.2016, meaning thereby that complainant's shop should have been delivered to them by 19.07.2019.

Main grouse of the complainants is that respondents have offered them fit out possession of shop on 11.06.2021 after a delay of about seven years from the date of booking, without Occupation Certificate. 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 had offered fit out possession of shop to the complainants vide letter dated 11.06.2021 after its completion but complainants have not come forward to take possession of the shop. He further stated that construction of shop is complete as reflected in photographs attached with his reply. He further apprised the Authority that respondents have applied for grant of Occupation Certificate on 21.05 2021 and hope to receive it soon.

4. After hearing both parties and perusal of records of the case, Authority observes that respondents have made an offer for fit out possession

dated 11.06.2021 after a delay of about two years from the deemed date of delivery and that too without obtaining Occupation Certificate. No document qua status of Occupation Certificate of the project has been placed on record. In view of these facts, offer of fit out possession dated 11.06.2021 is not a legal offer since it is without Occupation Certificate. Thus, a proper and lawful offer of possession is yet to be made.

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. Therefore, Authority further observes that respondents are liable to pay upfront interest for delay in delivery of possession of booked shops 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 their respective shop 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 24,39,642/- in Complaint No. 914-2021. 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 shop up to the date of passing of this order has been worked out to Rs. 7,04,295/-. Authority orders that upfront payment of **Rs. 7,04,295/-** be made to complainants on account of delay caused in offering possession within 90 days and further monthly interest @ **Rs. 19,923.7/-** 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.

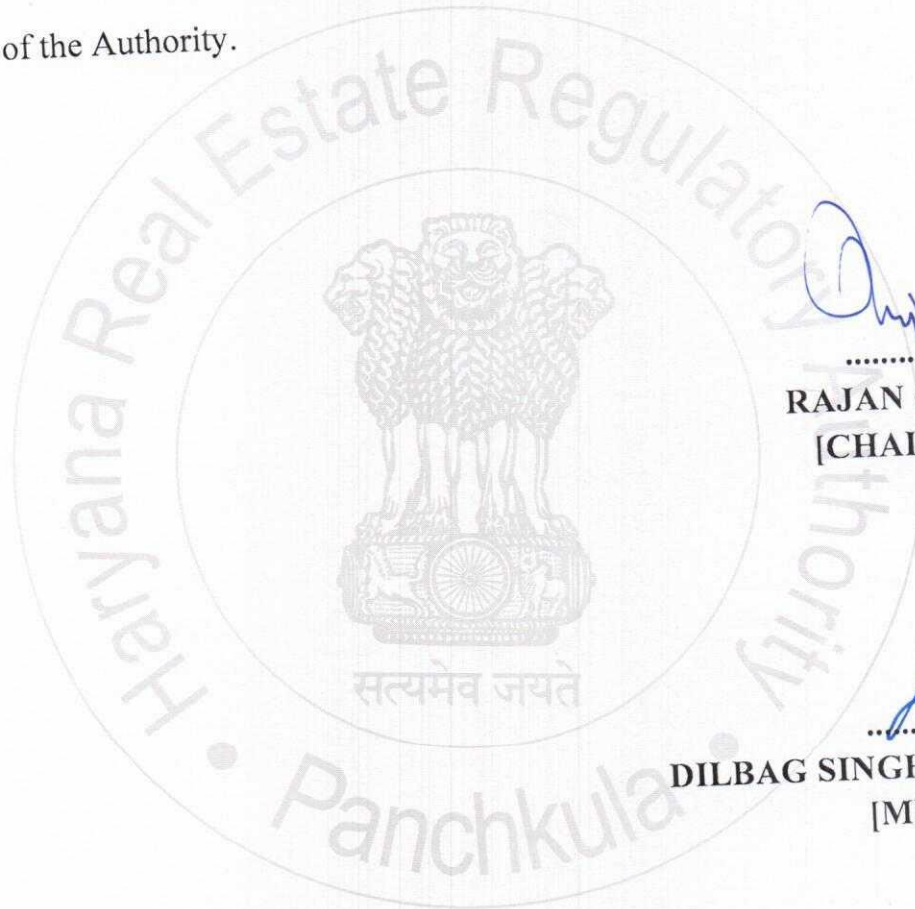
6. Admittedly, complainants have paid total amount of Rs 22,49,304/- in Complaint No. 915-2021. As per calculations verified by the Accounts Branch, amount payable by respondents to the complainants on account of interest for delay in handover of possession of their shop up to the date of passing of this order has been worked out to Rs. 6,50,435/-. Authority orders that upfront payment of **Rs. 6,50,435/-** will be made to complainants on account of delay caused in offering possession of shop within 90 days and further monthly interest @ **Rs. 18,369.3/-** 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.

7. 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/- in each case to the office of Authority and complainants respectively.

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



  
.....  
**RAJAN GUPTA**  
**[CHAIRMAN]**

  
.....  
**DILBAG SINGH SIHAG**  
**[MEMBER]**