



Complaint No. 1081 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1081 OF 2019

Pranabh Aggarwal

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

CORAM: Rajan Gupta

Chairman

Anil Kumar Panwar

Member

Date of Hearing: 25.02.2020

Hearing: 6th

Present: - Mr. Dixit Garg, Counsel for complainant.
Mr. Shobit Phutela & Shubhnit Hans,
Counsel for the respondent.

ORDER (RAJAN GUPTA-CHAIRMAN)

1. In the present complaint the complainant had purchased a shop measuring 500 sq. fts. in the project "Rodeo Drive" from the original allottees in Jan, 2007. He has paid Rs. 20,25,000/- till 03.06.2010 against the total sale consideration of Rs. 22,50,000/-. Buyer Agreement was executed on 02.06.2010. As per the Buyer Agreement, possession of the shop was to be handed over within 30 months (inclusive of 180 day's grace period) of the sanctioning of building plan, which comes to June, 2009. Complainant is aggrieved by the fact that respondent has offered fit out possession of the shop to the complainant on 14.03.2019 after a delay of approximately twelve years from the date of booking. In the original complaint filed by the complainant he was seeking refund along with interest, however now the complainant has amended the prayer clause of his complaint and is seeking possession along with compensation.

2. Learned counsel for respondent stated that the respondent Company has already received Occupation certificate in respect of the said commercial site measuring 6.558 acres which is a part of residential plotted colony area measuring 1097.894 acres (TDI City) vide letter dated 12.06.2019 issued by the Director, Town & Country Planning Department, Haryana. Respondent has also offered fit out possession of the said shop to the complainant on 14.03.2019. He had filed a revised statement of accounts dated



17.12.2019 after recalculating the amounts payable/receivable by the complainant as per the principles laid down by the Authority. In the revised statement of accounts, respondent has admitted receipt of Rs. 20.25 lakhs from the complainant. He has also calculated delay compensation payable to the complainant amounting to Rs. 11,77,027/-.

3. Learned counsel for the complainant today stated that the revised statement of accounts submitted by respondent is acceptable to him. He also requested that the maintenance charges be levied by the respondent only after handing over of possession of the unit to him.

4. The calculations made by the respondent in the revised statement of accounts dated 17.12.2019 are acceptable to the complainant. As per the aforesaid statement of accounts Rs.11,77,027 /- is shown as the amount payable to complainant as compensation on account of delay in handover of possession of the unit. The said account statement also reflects (-) Rs. 1,39,238/- as amount payable by the complainant to respondent. Thus, the net amount payable to the complainant after adjustment of receivable and payable comes to Rs.13,16,265/-. The Authority directs the respondent to handover the physical possession of the unit within 45 days of uploading of this order after abovesaid adjustments of receivables and payables and pay Rs.13,16,265/- to the complainant within 90 days of the uploading of this order on the website

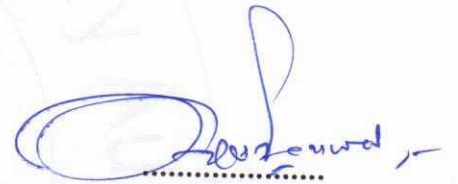
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of the Authority. The respondent is directed to charge amount for maintenance services only after handover of the possession of the shop to the complainant.

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



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]