



Complaint no. 766 of 2020

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 766 OF 2020

Gajendra Singh Jhakar and Asha Jhakar

....COMPLAINANT(S)

VERSUS

Suncity Projects Pvt Ltd.

....RESPONDENT(S)

CORAM: Rajan Gupta

Chairman

Anil Kumar Panwar

Member

Dilbag Singh Sihag

Member

Date of Hearing: 31.08.2021

Hearing: 7th

Present: - Mr. Gajendra Singh Jhakar, Complainant in person
Mr. Kamal Dahiya, Counsel for respondent, through
video conferencing

ORDER (RAJAN GUPTA-CHAIRMAN)

Complainant had purchased unit no. 902, 9th floor tower 12-B measuring 3050 sq. ft. in respondent's project namely 'Parikrama' for a total sale consideration of the unit was Rs 91,50,000/- against which the complainant has

already paid Rs. 1,07,92,878/-.An offer of possession was sent to the complainants on 01.09.2017, which the complainants had accepted. Present complaint has been filed seeking refund of Rs 4,23,950/- charged on account of Enhanced external development Charges which were duly paid by him to respondent on 31.07.2012. He has alleged that the respondent has not remitted this amount to the concerned department as operation of it is stayed by Hon'ble Punjab & Haryana High Court. He has further prayed for awarding him interest on the amount of Rs. 4,23,950/- till the time it is refunded to him and for granting him relief in respect of deficiencies which are allegedly existing in the purchased flat.

2. Respondent in his reply submitted that an offer of possession was sent to the complainant on 01.09.2017 after duly receiving occupation certificate on 29.08.2017. As per clause 25 of the builder buyer agreement complainant was paid an amount of Rs. 12,12,883/- on account of delayed possession. Regarding issue of the amount collected on account of EEDC it has been stated that the said amount has been duly charged on account of revised EDC finalised by the Chief Administrator(HUDA) vide notification dated 14.07.2011. In support of his arguments learned counsel for the respondent drew attention of the Authority towards Annexure P-7 at page 72 of complaint file and an undertaking dated 01.10.2017 at page 65 of reply filed by respondent submitting



that the said amount was recovered only on account of EDC payable to the concerned department and not enhanced EDC.

3. Refuting the above statement, complainant alleged that the amount of Rs 4,23,950/- was charged on account of enhanced EDC and not EDC which is evident from demand letter dated 12.07.2012 and acknowledgement receipt dated 13.08.2012, annexed at page 69 & 71 of the complaint respectively. In both these documents it is categorically mentioned that the amount was being demanded as enhanced EDC.

In view of above mentioned circumstances, Authority had directed the respondent to file details of various components which have been recovered till date from the complainant so as to ascertain whether any excess amount besides normal EDC had been recovered from the complainant.

4. Today, respondent filed details of payment recovered or adjusted against complainant. Learned counsel for the respondent submitted that respondent had charged Rs 4,23,950/- from the complainant on account of EDC which was duly paid by complainant on 31.07.2012. He submitted that as per statement of account dated 01.09.2017 a sum of Rs 3,96,631 is shown to be payable on account of EDC/IDC in the year 2012 and respondent had accordingly adjusted balance amount of Rs 27,319 in the basic sale price of the complainant which is evident from page-2 of the statement filed by respondent today. Therefore, the impugned demand of Rs4,23,950/- was rightly charged from the complainant on account of EDC and not enhanced EDC.



5 Complainant averred that as per the payment plans attached at page 21 and page 50 of complaint book it is evident that the charges on account of EDC are included in the basic sale price of the unit and are not to be additionally charged. Therefore, the demand raised by respondent on account of EDC is outside the provisions of builder buyer agreement. However, learned counsel for the respondent submitted as per clause 15 of the buyer's agreement charges on account of EDC/IDC are charged in addition to the basic sale price and respondent has thus rightly charged it from the complainant.

6. After hearing both parties and perusing the referred documents , Authority finds that the amount of Rs 4,23,950/- has been collected on account of EDC which as per the terms of builder buyer agreement is payable by complainant. Therefore, the Authority is unable to grant refund of the impugned amount or interest on the said amount. Further, regarding the issue of certain deficiencies existing in the apartment, the complainant has not placed before the Authority any document corroborating his claim, therefore, in absence of any proof or evidence in this regard, Authority is unable to give any finding in the matter.

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7. Disposed of in above terms. File be consigned to record room.



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RAJAN GUPTA
[CHAIRMAN]



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ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]

