



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 874 OF 2021

Smt Neelam Khanna

....COMPLAINANT

VERSUS

M/s Godrej Properties Ltd.

....RESPONDENT

CORAM:

Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 23.11.2021

Hearing: 2nd

Present: -

Ms. Sandeep Dahiya, Counsel for complainant
through VC

Mr. Rohit Rana along with Mr. Kunal Dawar, Counsel
for respondent through VC

ORDER (RAJAN GUPTA-CHAIRMAN)

Learned counsel for respondent has filed memo appearance and
the same is taken on record.

2. Case of the complainant is that he approached respondent/promoter for booking of residential plot in the project named 'Godrej Retreat Symphony', Sector-83, Faridabad. Pre-launch price of plot was ₹51,000/- per sq. yds. plus EDC/IDC and GST. Complainant had booked plot measuring 180 sq. yds on 04.11.2020 in the name of herself and her son Mr. Nitesh Khanna. Total sale consideration of the plot was ₹1,08,50,638/- against which the complainant paid an amount of ₹10,65,260/-. It is alleged that respondent had neither issued any document of entitling ownership nor executed plot buyer agreement. However, on 08.11.2020, respondent has raised a demand of ₹10,62,969/- as other charges, ₹6,78,045/- as EDC/IDC, ₹44,741/- as IFMS. Complainant objected to the said demand through various emails and telephonic conversations and requested to withdraw the same. Respondent did not pay any heed to this request rather issued allotment letter dated 21.01.2021 along with payment schedule.

The complainant had filed complaint against respondent/promoter before Commissioner of Police, Faridabad on 24.06.2021 regarding the above said issue. The said complaint was heard on 26.07.2021, whereby respondent/promoter refused to withdraw impugned demands, rather was ready to refund the entire paid amount. On 03.08.2021, an email has been received from the respondent/promoter again demanding the impugned charges as stated above failing which booking amount would be forfeited.



Aggrieved from the above facts, the complainant has filed present complaint seeking direction against respondent to quash impugned demands of ₹10,62,969/- as other charges, ₹6,78,045/- as EDC/IDC, ₹44,741/- as IFMS; to furnish information as to how many plots have been carved out; no. of sold/unsold plots; how many plots have been sold under reserved/EWS category; total amounts recovered from the buyers etc.

3. Reply not filed.

4. The Authority observes that the complainant had booked a plot in the year 2020 and had paid earnest money of ₹10,65,260/-. Plot Buyer agreement is yet to be executed. Upon payment of the earnest money, the legal right vested in complainant so far is to seek allotment of the plot and execution of the BBA. Full contractual relationship between the parties is yet to come in existence. The respondent/promoter is duty bound to execute the agreement in accordance with the standard agreement provided in the RERA Rules, 2017 and charge consideration as per mutual agreement to be arrived at between the parties. Complainants may sign the agreement if they so like at their free will. They are entitled to negotiate the consideration amount with the respondent/promoter. If they do not like the offer made by the respondent/promoter, the complainant may walk out of this proposal and seek refund of the earnest money paid. It is a pre-mature stage to



challenge amounts of EDC, IDC, IFMS etc. demanded by the promoter. This Authority is duty bound to enforce the agreements arrived at between the parties. This is a pre-agreement stage and a discretion is available with the complainant to agree with demanded amount or not. If they do not agree, they may not sign plot buyer agreement.

5. For the foregoing reasons, Authority considers that this complaint is pre-mature and not maintainable at this stage. Accordingly, the same is **dismissed**. File be consigned to record room after uploading of order on the website.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]