



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 678 OF 2021

Santosh Vats

....COMPLAINANT(S)

VERSUS

R1- M/s Ansal Properties and Infrastructure Ltd.

R2- Star Facilities Management Ltd

....RESPONDENT(S)

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 16.12.2021

Hearing: 3rd

Present through Video call: - Sh. Kshitiz Goel, Learned counsel for the complainant
Sh. Ajay Ghangas, Learned counsel for the respondent

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. While initiating his pleadings, learned counsel for the complainant has stated that a residential plot bearing no. C-2574 was allotted to the complainant on 25.11.2010. Agreement for sale was executed between both parties on 25.11.2010. Total sale consideration of the plot was fixed as ₹ 14,60,316/-. Accordingly, complainant paid the entire amount to the respondent/ promoter by year 2011. As per clause 17 of Agreement for sale, complainant was entitled to possession of the booked plot after payment of entire amount. Despite lapse of 11 years that too with deposition of full payment of the plot, complainant has not been offer possession of the plot in question till date. Besides, he also stated that an illegal demand of ₹ 1,55,070/- was raised by the respondent on account of EDC vide letter dated 22.10.2010. As a result, complainant assailed said demand by filling complaint before Consumer Forum Kurukshetra, which stands dismissed vide order dated 25.02.2016. On 31.03.2012, respondent raised another demand of ₹ 3447/- and ₹ 20,265/- on account of maintenance charges through respondent no.2.

In view of above facts, complainant prays for possession of booked plot along with delay interest and to quash above illegal demands raised by the respondent.



2. On the other hand, respondent denies allegations made by the complainant by stating that respondent had already offered possession to the complainant on 29.08.2011 along with final statement of accounts and requested the complainant to pay balance amount and stamp duty for registration of sale deeds. Further, he stated that complainant had already filed complaint before Consumer Disputes Redressal Forum, Kurukshetra challenging demand raised by the respondent on the account of EDC amount to ₹ 1,55,070/- and the same was dismissed on 25.02.2016, whereby demand of EDC interest was held to be legal and valid. So, respondent pleaded for dismissal of present complaint.

3. Upon perusal of documents placed on file by both the parties and careful consideration of oral arguments put forth by learned counsels, the Authority observes that complainant accepts that an offer of possession was made to him by the respondents on 29.08.2011. This offer was accompanied with a demand of External Development Charges (EDC) amounting to ₹1,55,070/-. Admittedly, up to that date this was the only demand made by respondent from the complainant. The complainant was aggrieved by the fact that demanded amount on account of EDC was not payable.

The complainant agitated said demand before the Learned District Consumer Forum, Kurukshetra. The Learned Consumer Forum dismissed the complaint of complainant vide order dated 25.02.2016 by way of his ~~speaking~~ speaking order as has been annexed by the complainant with his

complaint. The complainant is now before the Authority requesting for possession of the apartment, quashing of the demanded EDC and payment of delay interest. In the meantime, on account of not taking the possession, an amount of ₹ 3,447/- and ₹ 20,265/- have been demanded on account of maintenance charges.

4. The issue regarding EDC stands finally settled by Learned District Consumer Forum. This issue having been already decided, the Authority is precluded from taking cognizance. Regarding possession, the same has already been offered to the complainant. He just has to clear his EDC over dues and take possession. Respondents are not denying him possession of the plot. Accordingly, Authority finds that a valid offer of possession was made to the complainant in 2011 which he should have taken. By not taking possession without any justification, he only is responsible for the same and there is no fault of the respondents. Further, since a valid offer of possession was made, the maintenance charges levied by respondents are also fair and just. The complainant is liable to pay.

For the foregoing reasons, this complaint is dismissed. The respondents, however, are directed to hand over the possession of the plot to the complainant immediately upon the clearance of the EDC charges ₹1,55,070/- and maintenance charges of ₹ 3447/- and ₹ 20,265/-.

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Disposed of **as dismissed**. File be consigned to record room after uploading of this order on the website of the Authority.



.....
RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]

