



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 333 OF 2022

Shakuntala Devi And Anr

....COMPLAINANT(S)

VERSUS

Maa Vaishno Net-Tech Pvt. Ltd..

....RESPONDENT(S)

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing:** 28.06.2022

**Hearing-** 2<sup>nd</sup>

**Present: -** Mr. Rit Arora, Ld. Counsel for the complainant.  
Mr. Mintu Kumar, Ld. Counsel for the respondent.

### ORDER (RAJAN GUPTA- CHAIRMAN)

1. Perusing compliant file, it is observed that complainant applied for booking in project of respondent named 'Signature Global City-I' situated at village Kailash, Sector 28A, Karnal on 31.07.2020. At the time of booking he paid Rs. 1,11,000/- and agreed to pay Rs. 4,11,501/- after 40 days of booking. Complainant was allotted a 2 BHK unit bearing no. MD-25, first floor, but neither allotment letter was issued nor Apartment Buyers Agreement was entered upon. The agreed sale

consideration for the above unit was Rs. 18,90,000/- as per annexure C3 of complaint file.

2. Complainant alleges that instead of agreed Rs. 4,11,501/- respondent via demand letter dated 27.10.2020 raised demand of Rs. 9,17,754/-. Nearly 50% of the total sale consideration was demanded without even executing Apartment Buyers Agreement. By this act, respondent has violated the mandate of section 13 RERA Act, 2016 which provide that Apartment Buyers Agreement has to be executed by promoter before taking advance from the customer for a sum more than 10% of the cost of the apartment. Complainant further state that vide communication dated 30.08.2021 respondent company cancelled booking of the complainant stating that complainant failed to execute the Apartment Buyers Agreement and also failed to deposit 20% of agreed amount. Aggrieved by the acts of respondent, complainant filed present complaint praying for refund of paid money and quashing of cancellation letter dated 30.08.2021.

3. Respondent Promoter submitted their reply on 15.06.2022 wherein they stated that allotment cum demand letter was issued on 27.10.2020 and same was annexed by complainant herself as annexure C3 at page 22 of complaint file. Further complainant was multiple times invited to execute Apartment Buyers agreement but it was complainant who failed to discharge their duties of executing Apartments Buyers



Agreement. In this case not more than 10% has been accepted from the complainants hence there is no breach of any provisions of RERA Act. It was specifically stated that applicant shall be considered a defaulter in case of failure to execute agreement within period mentioned in the allotment cum demand letter dated 27.10.2020 and pay the amount in terms agreed upon. As complainant has failed in both regards, therefore cancellation letter dated 30.08.2021 was issued to them.

4. During hearing, Ld. Counsel for complainant stated that the plan opted by complainant was construction linked payment plan and he was supposed to pay 20% at the time of allotment of unit. But at the time of allotment in 27.10.2020, Rs. 9,17,754/- was demanded which is nearly 50% of the agreed sale consideration. This is violation of RERA Act and therefore he is seeking refund of the booking amount paid.

5. Ld. Counsel for respondent during hearing stated that complainant has failed to place on record the application form in which all relevant terms and condition of the sale have been mentioned. Further, via same allotment cum demand letter dated 27.10.2020, complainants were invited to execute Apartment Buyers Agreement which was not adhered to by the complainant. Duty was casted upon the complainant to first execute the agreement and then pay demanded amount of Rs. 9,17,754/-

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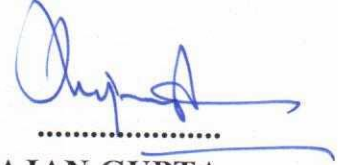
6. After hearing both the parties, Authority observe that respondent promoter is in clear violation of RERA Act by issuing the invitation for execute Apartment Buyers Agreement and demanding 50% of the agreed sale consideration on the same day that is 27.10.2020. Complainant had already paid. Rs. 1,11,000/- at the time of booking and the respondent could have demanded only so much of additional amount as to make 10% of the sale consideration before execution of Buyers Agreement. Service of demand letter for payment of Rs. 9,17,974/- before execution of Buyers Agreement is violation of section 13 of RERA Act. Further, onus was on the respondent to get the agreement executed first and then demand balance consideration. Having sent both demand letter and invitation to execute Buyers Agreement together is violation of RERA and thus respondent is under an obligation to refund the money on demand. Authority, accordingly as prayed, hereby orders refund of the amount paid by the complainants along with interest in accordance with Rule 15 of the RERA Rules, 2017. The principal amount and interest thereon payable to complainant is tabulated below:-

S.No.	Principal Amount	Date of Payment	Interest till 28.06.2022 @ 9.70% p.a.	Total
1.	Rs. 1,11,000/-	31.07.2020	Rs. 20,590/-	Rs. 1,31,590/-



Respondent is directed to refund above amounts along with interest shown in the table above within 90 days prescribed in Rule 16 of RERA Rules, 2017.

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



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]

