



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

**COMPLAINT NO. 251 OF 2020**

Premi Chand Jain

....COMPLAINANT(S)

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT(S)

CORAM: **Dr. Geeta Rathee Singh**

**Member**

**Nadim Akhtar**

**Member**

**Date of Hearing:** 29.01.2022

**Hearing:** 8th

**Present :-** Ms. Stuti, ld. counsel for the complainant through VC.

None for the complainant.

### **ORDER (NADIM AKHTAR - MEMBER)**

Perusal of record reveals that Authority has already captured relevant facts and details of this case and has also given tentative view vide order dated 29.06.2022. Relevant part of order is reproduced below;

5. In nutshell, case of complainant is that he booked a unit bearing Unit No. OC/B/118/GF/N in Olive Court, Amanvillas by Puri Constructions situated in sector 89 Faridabad on 07.09.2016 by



5. In nutshell, case of complainant is that he booked a unit bearing Unit No. OC/B/118/GF/N in Olive Court, Amanvillas by Puri Constructions situated in sector 89 Faridabad on 07.09.2016 by paying a booking amount of Rs. 5,32,950/- in respondent's project. Respondent issued a provisional allotment letter dated 11.04.2017. Thereafter respondent issued cancellation letter against said unit vide letter dated 14.11.2017 stating that complainants have failed to comply with the agreed payment plan and has breached the terms of allotment/ application form despite various reminder letters dated 13.06.2017, 28.08.2017 and 05.10.2017. Complainant further alleges that respondent had failed to execute Builder buyer agreement rather issued a cancellation letter unilaterally. Therefore, complainant has approached the Authority with a grievance seeking relief of refund of amount paid by him.

6. Ld. counsel for the complainant in his oral averments also stated that respondent has raised a demand of more than 20% against basic sale price of the unit without executing the Builder buyer agreement. Since the project is a registered project, complainant alleges that respondent has violated section 13 of the RERA Act, 2016 and has raised demand of more than 20% without signing the builder buyer agreement. But, complainant has not annexed a copy of the Allotment letter mentioning the payment plan and copies of reminder letters sent by respondent.

7. Authority heard oral submissions of the complainant and is of tentative view that in a such situation where builder buyer agreement has not been executed rather cancellation letter against allotment has been issued by the respondent, then complainants is entitled to refund of his respective payments and prayer of refund without deducting earnest money shall be allowed. Since none appeared on behalf of respondent, Authority grants final opportunity to respondent to appear on the next date of hearing and argue their matter, failing which Authority will confirm its tentative view.

2. Authority vide order dated 29.06.2022 had granted final opportunity to respondent to appear before Authority and argue their case failing which Authority will confirm its tentative view. None is present to argue the case on behalf of respondent. Authority confirms its tentative view and allows prayer of refund of complainant.



3. Case is **disposed of.** Files be consigned to record room after uploading of order on website of the Authority.



DR. GEETA RATHEE SINGH  
[MEMBER]



NADIM AKHTAR  
[MEMBER]

