



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1249 OF 2018

Shailesh Gupta & Anr.COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 1254 OF 2018

Pritam Lal DuaCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 1255 OF 2018

Himanshu AroraCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 308 OF 2019

Navjot Kumar GuptaCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 309 OF 2019

Pardeep MohantyCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 310 OF 2019

Satish BhardwajCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 311 OF 2019

Vinay Kumar DhawanCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 312 OF 2019

Sahib SinghCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT



COMPLAINT NO. 313 OF 2019

Atul Seksaria

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 314 OF 2019

Deepak Gupta

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 316 OF 2019

Deepti Gosain

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 317 OF 2019

Priyanka Gupta

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT



COMPLAINT NO. 319 OF 2019

Sanjeev Jain

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 322 OF 2019

Kavita Jain

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 323 OF 2019

Nalin Raina

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 324 OF 2019

Anant Ghildiyal

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT



COMPLAINT NO. 325 OF 2019

Jitender Kalra

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 326 OF 2019

Chandan Kumar Jha

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 328 OF 2019

Vivek Gupta

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 329 OF 2019

Robot Components

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT



COMPLAINT NO. 330 OF 2019

Bharat Khanna

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 331 OF 2019

Sanjeev Kumar Kapoor

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 332 OF 2019

Nisha Rani Kapoor

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 333 OF 2019

Prem Parkash Gupta

....COMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.

....RESPONDENT



COMPLAINT NO. 334 OF 2019

Shatamjeev DewanCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 307 OF 2019

Kalpana GulatiCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 555 OF 2019

Saurabh KharbandaCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT

COMPLAINT NO. 806 OF 2019

Lata GuptaCOMPLAINANT

VERSUS

Puri Constructions Pvt. Ltd.RESPONDENT



CORAM: Rajan Gupta	Chairman
Anil Kumar Panwar	Member
Dilbag Singh Sihag	Member

Date of Hearing: 06.08.2019

Hearing: 4th Hearing in 806 of 2019

4th Hearing in 555 of 2019

5th Hearing in 307, 308, 309, 310, 311, 312, 313, 314, 316, 317,
319, 322, 323, 324, 325, 326, 328, 329, 330, 331, 332, 333,
334 of 2019

6th Hearing in 1249, 1254, 1255 of 2018

Present: - None for complainants.

Sh. Himanshu Juneja, Representative for respondent.



ORDER (RAJAN GUPTA-CHAIRMAN)

1. 26 out of the 28 captioned complaints were heard on 09.4.2019 when detailed orders were passed by the Authority. Those orders dated 09.4.2019 shall be read as part of this order. All the issues raised by the complainants were deliberated by the Authority and were disposed of appropriately in the order dated 09.04.2019 except the issue relating to super area for which the respondents were to be allowed to charge the complainants.

The Complaint No.555 of 2019 and complaint No.806 of 2019 were received later on which vide order dated 18.4.2019 and 25.4.2019 respectively were clubbed with the aforesaid bunch of 26 complaints. Various issues raised in the Complaint Nos. 555 and 806 of 2019, being of similar nature, shall be deemed to have been disposed of in the same terms as in the order dated 09.04.2019. Now all the 28 complaints are being disposed of together.

2. The complainants in their complaints had stated that in the builder-buyer agreement super area of 1895 sq. ft. was mentioned whereas the actual carpet area being constructed and sold to the applicant is only 1010.73 sq. ft. Further, the carpet area which would be actually delivered, is almost 50% of the super area. In this regard, the Authority had ordered the



respondents to submit detailed calculations of the super area to determine whether the same is justified and in accordance with the agreement or not.

3. This case had been last heard by the Authority on 01.8.2019 when the respondent had submitted a calculation sheet of the super area. A copy of the calculation sheet was provided to the Ld. counsel for the complainants in the court itself. On their request, an opportunity was granted to the complainant to submit objections, if any, to the calculations and the matter was posted for hearing today.

4. Today neither the complainants nor their counsel is present, but an application has been filed, inter-alia, stating as follows:-

(i) That the complainants or their duly appointed Expert/Architect should be permitted to enter the apartment / Project complex and take physical measurements of each of the units because without such measurements the complainants will not be able to respond to the calculations provided by the respondent. Further, the respondent should be ordered to allow the expert/architect of the complainants to inspect the apartment / Project complex.

(ii) That the inspection, measurements and videography of the apartment complex should be allowed which would show that the letter of offer of possession is a farce and is only issued to circumvent the provisions of RERA.



(iii) In the apartments poor quality of materials have been used, and quality of construction is defective and bad which can be ascertained from the inspection of the site. The measurements provided by the respondent do not tally with the areas mentioned in RERA registration. The complainant has no other way to ascertain the measurements without carrying out physical measurements of units.

(iv) The complainants have preferred appeals before the Hon'ble Appellate Tribunal against the order dated 09.4.2019 of the Authority on the grounds of the lack of jurisdiction of the Authority to deal with these matters. The said appeals are listed for final hearing on 14.8.2019, therefore, judicial propriety demands that the Authority should await the outcome of the appeal before proceeding further.

5. The Authority after detailed consideration of the matter, orders as follows:-

(i) This bunch of 26 out of 28 complaints had been disposed of in every respect on 09.04.2019 except that since the complainants had alleged that the carpet area of the apartments is 50% of the super area, therefore, Authority grew suspicious that respondent may not be charging for excessive super area, therefore, the issue relating to the super area was kept alive and detailed calculations were sought from the respondent. Other than this, the matters stand finally disposed off vide order dated 09.04.2019.



The respondent in their reply dated 01.8.2019 as well as by way of oral submissions, have drawn the attention of the Authority towards the fact that it is admitted that the agreement for sale was for 1895 sq. fts. super area comprised of covered areas, balconies and common areas etc.

(ii) In the calculation sheet submitted by the respondent, it has been stated that the unit's covered area is 1194.481 sq. fts. and balcony area is 233.364 sq. fts. totalling 1427.845 sq. fts. The respondent states that the total unit area therefore is 75% of the super area. The allegation of the complainants, that the carpet area is almost 50% of the super area, therefore, is incorrect. Respondent submits that the complainants had not deliberately disclosed the balcony area to the Authority, Thus, projecting disproportionately higher super area.

(iii) The respondent further submits that the rest of the super area is comprised of Circulation area (288.040 sq. fts.), Project Services area (168.655 sq. fts.) and Club (24.635 sq. fts.) which totals 1909.17 sq. fts. whereas the respondent is charging for only 1895 sq. fts. as per the agreement. The respondent states that the super area is correct, as per agreement, and strictly in accordance with the plans approved by the State Government, therefore, the allegation of the complainants is totally baseless and deserves to be dismissed.



(iv) The complainants have asked for facilitation of visiting the apartments by their Expert/Architect to ascertain the correctness of the measurements. The complainants at no stage had challenged the correctness of the actual measurements done by the respondent. It is now at this belated stage that they are raising such objections. The complainants have given no reason or ground for suspecting the measurements submitted by the respondent. Their suspicions are not supported by any evidence. At this stage the allegations are of speculative nature, not based on any proof or evidence.

The Authority would not agree with the complainants that the matter should be kept pending till their Architect or Engineer visits the site.

(v) It will remain a right of the complainants to challenge the actual measurements in case they are found to be incorrect. The complainants will be entitled to carry out the measurements at the time of taking the possession. The respondent shall allow the complainants to carry out measurements of the apartments as well as common areas. In case such measurements are found to be at variance with the measurements done by the respondent, the complainants will have a right to approach this Authority again to challenge the measurements. But at this stage, without any concrete proof, or even specific allegation with regard to measurement of any particular area, the matter cannot be kept pending.



Substantial parts of the complaint(s) have already been disposed of and respondent has approached the Hon'ble Appellate Tribunal in appeal against the findings of the Authority. Accordingly, the Authority is unable to accept the request of the applicants for giving them adjournment and time for inspection of the apartments. The inspection and measurement in any case is their right which they may exercise at the time of possession, and in the event of any discrepancy they may approach this Authority again.

(vi) Regarding the fresh issues now being raised by the complainants regarding poor quality of materials used, bad quality of construction and workmanship etc., these pleas cannot be entertained after disposal of the main parts of complaint(s). The complainants, however, will retain their right to agitate this matter before an appropriate forum in accordance with law, in case at the time of taking possession, the quality of construction is actually found to be sub-standard.

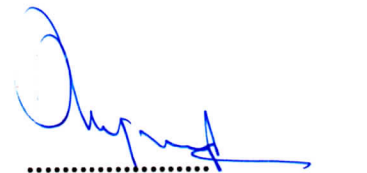
(vii) Regarding the request of the complainant that this Authority should await the outcome of the appeal pending before the Hon'ble Appellate Tribunal which is listed for hearing on 14.8.2019, it is observed that the main and substantial parts of the complaint(s) have already been disposed of by this Authority which is now the subject matter of appeal before the Hon'ble Tribunal. Super area was the only one remaining issue and there is no justification for keeping this issue pending to await the outcome of the appeal.



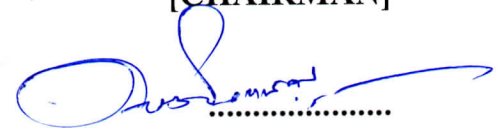
It is rather better that this issue also is settled by the Authority so that the parties may get an opportunity to raise this issue as well in appeal in case they so desire.

6. Keeping in view the above, the remaining issue relating to the super area stands disposed of in above terms. The respondent is charging for the same area as the complainants had agreed by way of builder-buyer agreement(s). The objections of the complainants are over-ruled. The complainants however, shall retain a right to approach this Authority again in case they find that the actual area being offered is less than the area reflected in the measurement sheet which is in accordance with the agreement.

Disposed of. The orders be uploaded on the website of the Authority and the file be consigned to the 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]