



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 685 OF 2019

Sonia Srivastav

....COMPLAINANT(S)

VERSUS

JOP International Limited

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 29.08.2019

Hearing: 2nd

Present: - Mr. Ajay Chihikara, counsel for the complainant
Mr. Ajiteshwar Singh, counsel for the respondent.

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. The Ld. counsel for the complainant stated that the complainant was allotted a 2BHK residential flat numbered 702 in building block A-2 of the project namely JOP Palms of the respondent vide allotment letter dated 28.05.2014. Builder buyer agreement was executed between the parties on 16.11.2014 and as per clause 34 of the said agreement, the respondent was to complete the construction within a period of 30 months from the date of allotment letter.

The complainant first time visited the project site in July, 2014 and then in July, 2015 and found that no construction was carried out at the project site. The complainant had paid an amount of Rs. 13,79,415/- against total cost of Rs. 26,75,000/- and also paid Rs. 37,351/- as penalty amount levied by the respondents.

On account of non-construction of the project, in August, 2016 the complainant demanded refund of his money paid to the respondent as per clause 38 of the Agreement which states that in case, the buyer is willing to cancel the allotment for any reason, 10% of the basic sale price of the apartment will be forfeited and balance amount will be refunded without interest.

2

As the respondent had failed to make refund of the said amount, the complainant served a legal notice dated 23.03.2018 to the respondents, in reply to the same, the respondent admitted the payment of Rs. 13,79,415 and Rs. 37,351/- as penalty.

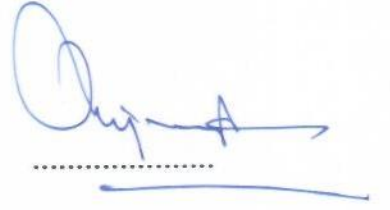
2. Mr. Bharat Aggarwal, Managing Director of the respondent company admitted that as per clause 38 of the agreement, the complainant could seek cancellation of the allotment and in such case, he was duty bound to return the amount received from the complainant after deduction of 10% processing charges.

3. However, the respondent failed to remit the said amount and continued to use the amount which was otherwise refundable to the complainant. So, the complainants, at least in all fairness, are entitled to be paid 12 percent simple interest on the amount refundable to them from 19.08.2016 till the date of actual payment.

5. So, the complaint is allowed with a relief that complainant will be entitled for refund of his deposited amount after deduction of 10 percent processing charges, along with interest as per Rule 15 of HRERA Rules, 2017 with effect from 19.08.2016 till the date of actual payment by the respondent.

2.

6. File be consigned to record room.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]

