



Complaint no.690/2019.

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 690 OF 2019

SAKSHI CHAWLA

....COMPLAINANT(S)

VERSUS

AEGIS DEVELOPING INDIA

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 24.09.2019

Hearing: 3rd

Present: - Ms Sakshi Chawla, Complainant in person.

None for respondent.

ORDER (RAJAN GUPTA-CHAIRMAN)

1. The case of the complainant is that she booked a unit in the project "Imperial Tower" being developed by Aegis Developing India, situated at Sector-33, Karnal, by paying a booking amount of Rs. 50,000/- through cheque no.243291 dated 30.06.2014. She was allotted Unit No. 1504 on 5th floor of the "Imperial Tower". Thereafter, she made payment of Rs. 2,50,000/- vide cheque

no. 00053 dated 25.08.2014, Rs. 1,82,000/- vide cheque no. 076951 dated 27.12.2014, Rs. 70,000/- vide cheque dated 27.01.2015, Rs. 1,00,000/- vide cheque dated 15.05.2017, meaning thereby complainant has paid a total amount of Rs.6,63,000/- out of Rs.18,76,500/- till date. The provisional allotment/agreement letter was issued on 07.03.2015. As per this agreement the possession was to be handed over to the complainant within 42 months from the date of draw i.e 29th June, 2014 plus 6 months grace period. The grievance of the complainant is that in spite of payment of more than one-third of total sale consideration, the work has not even started by the respondent on the site and the land is still lying vacant. An application dated 24.01.2019 was also moved by the complainant to the Directors of the respondent company to handover the possession of the flat or refund the amount paid along with interest at the rate of 18%, but all in vain. A complaint in police station was also lodged by the complainant, but police also has failed to initiate any action against the respondent company.

Under these circumstances, she was compelled to file his complaint with prayer of refund of entire amount paid along with interest.

2. Notice issued to the respondent was served successfully on 27.03.2019 as per courier report. However, the respondent has neither appeared nor has filed his reply till date. Keeping in view the conduct of



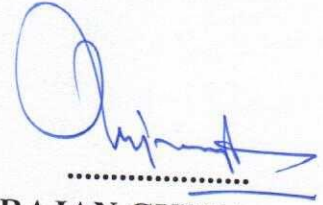
respondent, the Authority has decided to proceed ex-parte against the respondent.

3. After hearing the complainant, Authority observes that this is the third hearing of the case and despite successful delivery of the notice to the respondent, he has neither appeared nor has filed his reply. The deemed date of delivery was June, 2018 but still the possession has not been handed over. In the absence of any defence by the respondent, and the facts stated by the complainant that there is no construction on the project site and the land is lying vacant, the Authority observe that the deemed date of delivery was June, 2018 but the project is far from complete. In these circumstances, the complainant deserves to be granted relief as provided under Section 18 of the RERA Act, 2016. Accordingly, since the project is neither complete nor is likely to be completed in near future, Authority is compelled to order refund of the paid sum to the respondent along with interest in accordance with Rule 15 of RERA Rules, 2017.

It is therefore, ordered that the respondent shall refund the entire sum of money paid by the complainant to them along with interest as prescribed in Rule 15 of RERA Rules, 2017 within a period of 90 days.



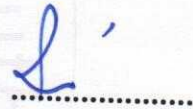
Disposed of. Order be uploaded on the website and files be consigned to the record room.



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RAJAN GUPTA
[CHAIRMAN]



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ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SHAG
[MEMBER]

