



Complaint No.2748 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2748 OF 2019

M/s Tulip Infratech Pvt. Ltd

....COMPLAINANT(S)

VERSUS

Shashi Sehgal

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 03.12.2020

Hearing: 4th

Present through video call: - Sh. Venkat Rao, Learned counsel for the complainant
None Present for the respondent

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. Today it is the fourth hearing of this matter. As per office record respondent was served on 08.11.2019. Respondent had neither appeared nor filed his reply till date.

2. In brief, complainant's case is that he allotted 3 BHK Unit bearing no. D1/801 of area measuring 1758 sq.ft vide builder buyer agreement dated 09.11.2013 to the respondent-allottee in his project namely "**Tulip Grand**", situated at Sonipat under instalment payment plan. Respondent-allottee has paid an amount of Rs. 5,00,000/- as booking amount and thereafter she had paid first two instalments within time but defaulted in paying the 3rd instalment amounting to Rs 5,98,054/-. Further, several reminders dated 08.08.2016, 10.10.2016, 19.12.2016,11.02.2017, 25.04.2017and 06.12.2016 were sent to respondent-allottee to pay the due amount but she did not come forward. Meanwhile possession was also offered on 23.01.2019 after grant of Occupation certificate on 07.05.2018.

3. Ld. counsel for the complainant stated that the present complaint has been filed seeking direction against respondent-allottee to take possession of the booked shop after paying remaining amount along with interest.

4. After hearing submissions of learned counsel of the complainant and perusing the relevant record, it is observed as per clause 6(a) of the BBA executed between the parties, complainant-developer has the remedy to cancel

the allotment of respondent-allotee after deducting earnest money. Considering the factual position stated above it is decided that at this stage the complainant-developer cannot invoke the jurisdiction of this Authority for recovery of due amount. Complainant may pursue the remedy available to him as per terms of contract while executing the Builder Buyer Agreement.

Therefore, present complaint is disposed of accordingly. File be consigned to record room.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]