



**HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.**

Complaint No. RERA-PKL-629 of 2018

Sonika.

...Complainant.

Versus

M/s Tulip Infratech Pvt. Ltd.

...Respondent.

**Date of hearing:-** 30.01.2019 ( 3rd Hearing)

**Coram:-** Shri Rajan Gupta, Chairman.  
Shri Anil Kumar Panwar, Member  
Shri Dilbag Singh Sihag, Member.

**Appearance:-** Shri Kamal Dahiya, Advocate for complainant.  
Shri Anhul Singh, Advocate for Respondent.

**ORDER:-**

Complainant herein booked a flat with the respondent in February, 2013 in his project named "Tulip Grand" situated in Sector-35, Sonapat. Builder-Buyer agreement was executed on 12.11.2013. The complainant has averred that she had already paid Rs. 9,62,142/- out of total sale consideration of Rs. 42,16,436/-. The respondent in terms of the said agreement was required to deliver the possession within 48 months with a grace period of 6 months from



the date of commencement of construction work in the tower in which she was allotted the flat. It has been stated that when the respondent vide his letter dated 25.04.2017 demanded a further sum of Rs. 32,54,294/-, she sent an e-mail for enquiring about the time of offering possession. The respondent replied that the possession would be delivered by March, 2018. The complainant was ready to pay the outstanding amount as and when the offer of the possession was made to her. It has been stated that the husband of the complainant visited the site many times but found no sign of construction on the spot. So, her husband met the respondent for refund of the money but the respondent made an offer to him to take possession of another flat in the towers which have already been completed. The respondent in January, 2018 allegedly took all the original documents from the complainant's husband by assuring that the complainant would be provided another flat and the amount paid by her would be either adjusted or refunded to her. Thereafter, the respondent made no communication with the complainant. Alleging further that the respondent had only carried out 20% construction work at the site and he has failed to deliver possession within the stipulated time, the complainant has filed the present complaint for refund of the paid amount alongwith interest and compensation.

2. The respondent has not disputed that the complainant has booked a flat in his project and she has already paid an amount of Rs. 9,62,142/-. However, he has resisted the complaint averring that the period for delivery of possession, in terms of the builder buyer agreement, was to start from the date of





commencement of construction which has started in June, 2016. So, he was obliged to offer the possession by December, 2020, which period has not yet lapsed. The respondent has further pleaded that he has already completed the construction of Tower D-1 in which the complainant was allotted a flat and occupation certificate for the said tower has been already applied. So, the complainant is not entitled for any relief.

3. After hearing the parties and going through the record, Authority has observed that the respondent's obligation for delivering possession to the complainant in the terms of builder buyer agreement (Annexure C-2), was to start from the date of commencement of the construction work. The complainant herself has averred that the construction work started in the year 2016. Time allowed to the respondent in terms of the buyer's agreement for delivering possession to the complainant was 48 months plus 6 months grace period. So, the date of delivery comes to the year 2020. The respondent has already completed the construction work of the Tower D-1 in which complainant was allotted the flat and he has even applied for grant of its occupation certificate. A copy of the application filed with the Town and Country Planning Department for grant of Occupation Certificate was annexed as Annexure R-23 with the respondent's reply. The stamp of the office of DTCP affixed on the said application reveals that the same was filed on 10.05.2018.

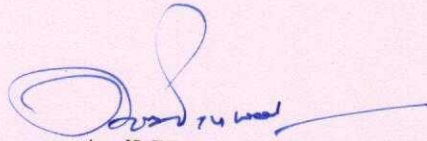


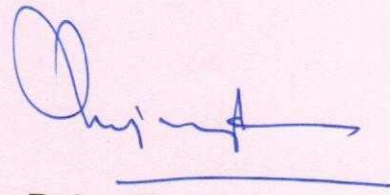


4. So, in the back-drop of the fact that the respondent has completed the tower and has applied for grant of its occupation certificate, the Authority does not find it to be a fit case for allowing the refund to the complainant. Also, since the period for delivery of possession has not yet lapsed, the complainant is not even entitled for any kind of compensation.

5. For the reasons recorded above, the complaint is liable to be **dismissed** and the file be consigned to the record room.

  
**Dilbag Singh Sihag**  
Member

  
**Anil Kumar Panwar**  
Member

  
**Rajan Gupta**  
Chairman