



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1218 OF 2023

Sneha Suman

....COMPLAINANT

VERSUS

M/S. Omaxe Ltd

....RESPONDENT

CORAM: Dr. Geeta Rathee Singh

Member

Date of Hearing: 09.09.2025

Hearing: 8th

Present: - Adv. Saurabh Gauba, Ld. Counsel for Complainant through VC

Adv. Arjun Sharma, Ld. Counsel for Respondent through VC

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. The case was adjourned for 26.08.2025, however, due to reconstitution of benches, matter has been taken up today for hearing.
2. Ld. counsel for complainant argued that complainant booked a unit in respondent's project 'Omaxe Shubhangan' located at Bahadurgarh on 16.05.2019 by paying Rs.1,00,000/-. He submitted that builder buyer

agreement has not been executed between parties and application form did not contain any possession clause. He further argued that possession has not been offered till date and aggrieved by the said fact complainant requested numerous times to respondent to refund the amount however respondent did not refund the said amount. Further, he stated that even after more than five years no builder buyer agreement was executed by the respondent, and in absence of execution of builder buyer agreement respondent cannot forfeit entire amount paid as earnest money and that too on account of respondent's own default.

3. Respondent counsel stated that respondent on numerous occasion had requested complainant to come forward to execute builder buyer agreement however it is the complainant who did not come forward to execute the same. He further submitted that respondent had also sent various reminders to complainant to pay the due amount, however same was never paid. Aggrieved by the fact that complainant did not paid outstanding dues respondent cancelled unit 16.10.2019.
4. Case is adjourned to 11. 11.2025 for further arguments and consideration.


.....
Dr. GEETA RATHEE SINGH
[MEMBER]