

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

**Complaint No. : 609 of 2018**  
**First date of hearing: 10.01.2019**  
**Date of Decision : 04.04.2019**

1. Mrs. Monica Bakshi  
2. Mr. Vishal Bakshi  
R/o. A-704, Wembley Estate, Sector-49,  
Rosewood City Nirvana Country, Gurugram,  
Haryana-122018

**Complainants**

Versus

M/s BPTP Ltd.  
(Through its director)  
Regd. Office: M-11, Middle circle, Connaught  
Circle, New Delhi-110001

**Respondent**

**CORAM:**

Dr. K.K. Khandelwal  
Shri Subhash Chander Kush

**Chairman**  
**Member**

**APPEARANCE:**

Shri Vishal Bakshi

Husband of complainant in  
person

Shri Amit Kumar Srivastava

Advocate for the complainants

Shri Shashank Bhushan

Advocate for the respondent



**SETTLEMENT ORDER INTERSE –Mrs. Monica Bakshi and Mr. Vishal Bakshi (Complainants) & M/s BPTP Ltd (Respondent)**

1. A complaint dated 25.07.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainants Mrs. Monica Bakshi & Mr. Vishal Bakshi, against the promoter M/s. BPTP Ltd. in respect of unit described below in the project 'Pedestal', Sector-70 and 70A, Gurugram on account of violation of the obligations of the promoter under the section 11(4)(a) of the Act *ibid*.
2. Since, the floor buyer agreement has been executed on 14.11.2013 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot initiated retrospectively. Hence, the authority has decided to treat the present complaint as an application for non-compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016.
3. The particulars of the complaint case are as under: -

1.	Name and location of the project	"Pedestal", Sector-70A, Gurugram
2.	RERA registered/ un registered.	<b>Unregistered</b>



3.	Unit no.	D-53-SF, 2 <sup>nd</sup> floor
4.	Unit area admeasuring	1080 sq.ft.
5.	DTCP License No.	15 of 2011 dated 07.03.2011
6.	Date of allotment letter	11.11.2013
7.	Date of floor buyer agreement	14.11.2013
8.	Payment plan	Subvention plan
9.	Total sales consideration as per statement of account	Rs. 86,33,583/- <b>As per the statement of account 22.04.2018, page 88</b>
10.	Total amount paid by the complainants till date	Rs. 34,52,865.45/- <b>As per the statement of account 22.04.2018, page 88</b>
11.	Due date of delivery of possession <b>Clause 5- offer possession of the unit to the purchaser within the <u>committed period</u> and additional grace period of 180 days. Committed period- clause 1.4, the seller will offer the possession of the unit to the purchaser within a period of 36 months from the date of execution of the floor buyers agreement.</b>	14.05.2017
12.	Penalty clause as per Clause 6 of the builder buyer agreement	Clause 6: a) Rs. 10/- sq.ft per month of the super built up area of the unit for the first months of delay  b) Rs. 20/-sq.ft. per month of the super built up area of the unit for the next month of delay  c) Rs. 30/- sq.ft. per month of the super built up area of the unit for the



		delay beyond first 12 months.
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4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Accordingly, the respondent appeared on 10.01.2019. The case came up for hearing on 10.01.2019, 12.02.2019, 15.03.2019 and 04.04.2019. The reply has been filed by the respondent which has been perused. During proceedings dated 15.03.2019, counsel for both the parties informed that there are chances of settlement and sought time for filing the settlement deed. On 04.04.2019, the parties filed a settlement deed dated 14.03.2019.
5. The settlement agreement dated 14.03..2019 has been signed by both the parties and the same has been placed on record for further reference. The parties hereby agree that in order to settle all their disputes and grievances with respect to the unit, the respondent i.e BPTP will refund the deposited amount without any interest or compensation but along with an towards subvention interest for the period November 2017 to March 2019, by way of post dated cheques. The total net amount payable shall be Rs. 37,54,387/-.



6. During the proceedings dated 04.04.2019, the counsel for the complainant informed that although settlement has been arrived at, but some of the cheques given by the respondent have been bounced. The counsel for the respondent made a statement that this may be due to some inadvertent omissions on the part of the respondent and today itself amount would be transferred to complainant through RTGS of bounced cheques. In case, post-dated cheques are bounced in future, in that eventuality, complainant shall be at liberty to approach authority for intervention and the complainants are advised to register an FIR under the appropriate provisions of law.
7. Since both the parties have expressed their satisfaction over the amicable settlement. As such, their contentious issues stand resolved. The complaint dated 25.07.2018 is disposed of accordingly.
8. The authority has decided to take suo-moto cognizance against the promoter for not getting the project registered & for that separate proceeding will be initiated against the respondent u/s 59 of the Act by the registration branch.
9. The order is pronounced.
10. Case file be consigned to the registry.



11. Copy of this order be endorsed to the registration branch, the project

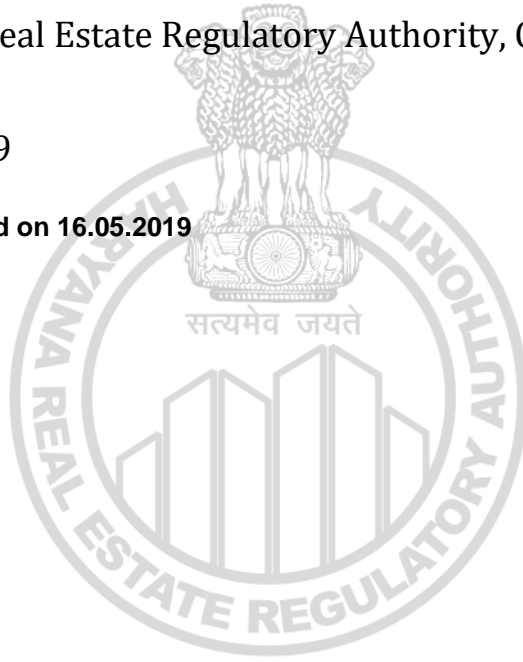
**(Dr. K.K.  
Khandelwal)**  
Chairman

**(Subhash Chander Kush)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 04.04.2019

Judgement uploaded on 16.05.2019



HARERA  
GURUGRAM

