



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1392 OF 2021

Chandra Prabha Jain through LR's ...Complainant

Versus

M/s B.P.T.P. Ltd. ...Respondent

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of hearing: 13.07.2022.

Hearing: - 3rd

Present: - Mr. Arjun Kundra, Counsel for the Complainant.

Mr. Hemant Saini and Himanshu Monga, Counsel for the respondent.

ORDER: (RAJAN GUPTA-CHAIRMAN)

1. Brief facts as averred by complainants are that they had booked a plot in the project 'BPTP Parklands', Faridabad, promoted by respondents. Plot Buyer Agreement for plot no. 38, Block M, measuring 200 square yards was executed on 01.04.2009. In terms of the Plot Buyer Agreement possession was to be delivered within 36 months i.e., by 01.04.2012. An addendum to agreement was also executed on 23.08.2013 which specified that seller shall maintain minimum

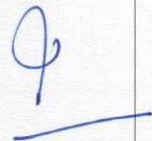
30 days gap between the demands and payments. Complainants alleges that they have already paid Rs. 84,46,531/- against agreed basic sale price of Rs. 65,00,000/-. The fact of basic sale price of Rs. 65,00,000/- having been agreed between the parties is supported by the Plot Buyer Agreement executed between the parties which has been annexed as Annexure C-2 to the complaint. Complainants have submitted receipts of payments but they are not legible.

2. Further, it has been alleged by complainants that respondents were supposed to deliver possession by the year April 2012. Respondents offered possession of the booked plot to the complainant on 10.11.2014. Said offer of possession was conveyed with an additional demand of Rs. 4,16,888/-. Complainant alleges that they did not accept said offer of possession for the reason that complainants were being charged wrongful interest, stamp duty, conveyance deed registration charges and holding charges. Complainant had written a letter dated 21.06.2016 pointing out their grievances.

3. Feeling aggrieved, this complaint has been filed seeking direction against respondent to deliver immediate possession, pay delay interest, get the sale deed executed and waive maintenance and holding charges.

4. Respondent has filed reply and made following submissions:

- (i) Complaint is not maintainable as it has been filed by legal heirs of Ms. Chand Prabha Jain without proving their locus. A special power of attorney has been annexed by the complainants which is illegible.



(ii) Complainants were offered possession on 30.06.2012 and were requested to submit a list of documents for taking possession. Said letter is annexed as Annexure/3 of reply. Reminder notices dated 04.09.2012 and 10.10.2012 were also sent to the complainant. Thereafter on 10.11.2014, complainants were again requested to provide requisite documents and were informed that now respondent is obligated to provide for STP and electric substation. As per written submissions of the respondent it is submitted that respondent will not charge for STP and has decided to charge only for electrification charges and therefore demand for STP (vide offer of possession dated 30.06.2012) stood reversed. Complainants submitted the requisite documents in the year 2019 only.

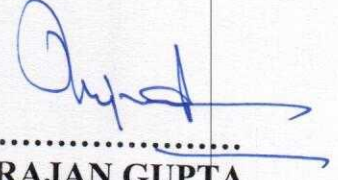
5. After taking into consideration the facts and circumstances of the case it is observed that before deciding the case two issues need to be settled.

- (i) Locus of complainants: Complainants have filed this complaint as legal heirs of the deceased allottee Ms. Chand Prabha Jain. For proving their locus, a special power of attorney has been annexed at page 145 of complaint but said document is not legible. Complainants are directed to prove their locus as to how the relief as claimed by them in this case deserves to be granted to them as being only legal heirs.
- (ii) Secondly, in their reply respondent has submitted that possession of the plot was offered to the complainant on 30.06.2012 but nothing is

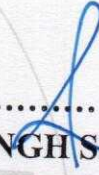


submitted by respondent in regard to part completion certificate. Respondent is directed to prove its version that possession offered to complainant on 30.06.2012 was a valid offer, after receipt of part completion certificate.

Case is adjourned to **11.10.2022** for arguments. Further, complainants are directed to submit legible copy of receipts of payments.



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RAJAN GUPTA
(CHAIRMAN)



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DILBAG SINGH SIHAG
(MEMBER)

