



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 403 OF 2022

Kamlesh Rani

....COMPLAINANT(S)

VERSUS

M/s. INR Constructions and Others

....RESPONDENT(S)

CORAM: **Rajan Gupta**

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 10.08.2022

Hearing: 3rd

Present : - Mr. Vivek Aggarwal, Ld. counsel for the complainant

None for the respondent.

ORDER (DILBAG SINGH SIHAG - MEMBER)

Today is the third hearing of the case. Even today none appeared on behalf of the respondent. Facts and grievances of the complainant have already been captured by the Authority vide it's order dated 07.07.2022. Same is reproduced below:

Today is the second hearing in the matter. Case of the complainant is that he booked unit in the respondent's project INR Construction Royal City situated in sector 29 Karnal. Both parties executed Builder Buyer Agreement on 19.12.2020 and

possession of the unit was to be delivered by 05.02.2021. Basic Sale Price of the unit was fixed for Rs. 45,00,000/- against which complainant has claimed to have paid 31,64,250/-. Complainant has approached the Authority with grievance that unit booked by him was measuring 180 sq. yards but respondent later decreased the size of the unit to 165 sq. yards. Complainant has approached the Authority seeking relief of allotting him the original size of unit i.e. 180 sq. yards.

Authority has heard the contentions put forth by the ld. Counsel for complainant and observes that at time there is always a possibility to change the area of the unit/plot as per demarcation at site while demarcating. In absence of written submissions by respondent, Authority is of tentative view that such reduction in area could be due to short of dimensions at site available during demarcating of the approved layout plan. Therefore, the same be accepted by the allottee/complainant. Complainant will only be liable to pay proportionate price of the area of 165 sq. yards.

Authority grants final opportunity to the respondent to appear before the Authority and prosecute his matter failing which tentative view of Authority will be confirmed on the next date of hearing.

2. Since none appeared on behalf of the respondent Authority deems fit to hear the matter ex-parte as sufficient opportunities have been given to the respondent to defend their case. No additional information or document has been submitted by the complainant and he only presses for his relief of possession of the unit along with permissible delay interest. Neither he has submitted any relevant document to prove his claim of reduction in area from 180 sq. yards to 165 sq. yards. It is also further relevance to observe that both

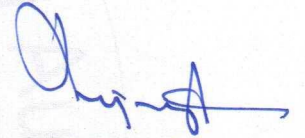
parties are governed by the terms and conditions of builder buyer agreement and as per clause 17. (a) of the BBA. Same is reproduced below;

17. (a) That the Promoter shall, under normal conditions, complete the said Floor as per the said plans and specifications seen and accepted by the Intending Purchaser with such additions, alterations, modifications in the layout and building plans and specifications as the Promoter may consider necessary or as may be required by any competent authority to be made in them or any of them while sanctioning the plans or at any time thereafter. No future consent of the Intending Purchaser shall be required for this purpose. Alterations, if any, inter-alia involve all of the changes in its dimensions, change in its area etc, to implement all or any of the above changes, supplementary sale deed or deeds, if necessary, will be executed and registered by the Promoter in case a Sale Deed has already been executed and registered in favour of the Intending Purchaser. If, as a result of the above mentioned alteration, if there is either reduction or increase in the super built up area of the said Floor, the price agreed as mentioned herein shall be reduced proportionate to the reduction in the area of Floor and likewise in case the change results in increase in area of the Floor, the sale price shall be proportionately increased by the Promoter in the prices prevailing

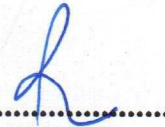
at that time. The Promoter shall be liable to refund only the extra price and other pro-rata changes or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.

Authority confirms its tentative view and directs complainant to take possession of the unit and pay proportionate to the size of unit offered by respondent.

3. Case is **disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]