



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 935 OF 2018

Ashok Mehta

....COMPLAINANTS(S)

VERSUS

BPTP Limited and others

....RESPONDENT(S)

**CORAM: Anil Kumar Panwar  
Dilbag Singh Sihag**

**Member  
Member**

**Date of Hearing: 03.10.2019**

**Hearing: 9<sup>th</sup>**

**Present:** Shri Malkiat Singh, Counsel for the complainant.

Shri Hemant Saini and Shri Himanshu Monga, Counsels for the  
Respondent.

### **ORDER: (DILBAG SINGH SIHAG -MEMBER)**

1. Complainant's case is that he purchased a flat measuring super area of 1050 sq. ft. in 'Parklands Pride' from Mr. Ramji Lal original owner i.e duly

approved by the respondent promoter when an allotment was issued in his favor on 12.01.2012. The flat buyer agreement was executed on 25.09.2012.

Total sale consideration of the flat was Rs. 39,35,488.08 against which he had already paid an amount of Rs. 36,72,857.82 as per the statement of accounts furnished by the respondent on 26.07.2018. As per clause 5 of the said agreement, possession of the flat was to be handed over within a period of 30 months plus six months as grace period thereof, from the date of execution of the floor buyer Agreement. Therefore possession of the flat was to be delivered by September 2015. He further states that project is not fit for habitation even after a delay of more than six years.

2. He further stated that the respondent has offered possession of the flat vide his letter dated 17.07.2018 with a demand of an amount of Rs. 14,40,861/- on account of increase in basic sale price; escalation in price, and other hidden charges which were to be borne by the respondent as per the agreement.

3. He further sought that he may be compensated delay in handing over the possession or refund with 18 % interest. He also sought a relief of Rs. fifteen lacs against mental harassment plus two lacs as litigation charges.



4. On the other hand, refuting all the above allegations, respondent has pleaded that he has offered discounts to the complainant in the form of timely payment discount. Respondent has already offered possession of the flat vide letter dated 17.07.2018 after getting occupation certificate from the competent Authority. The unit in question is ready now but complainant failed to clear his dues even after receiving various reminder letters. Respondent has explained reasons and calculation of cost escalation in offer of possession. Moreover he has already adjusted an amount of Rs. 1,90,878/- as compensation.

ii) While offering possession, he further stated that the demand raised is in consonance with various charges as agreed upon by both parties under duly executed flat buyer Agreement. As per clause 5 of the booking application, the built up area was tentative and subject to change. Vide clause 7 of the booking application, allottee had agreed and accepted that any tax including fresh incidence of tax would be payable by him and demands raised towards cost escalation was in terms of clause 20.12 of the executed FBA.

iii) He further pleaded that project 'Parkland pride' of the respondent was under Self-certification policy of DTCP and due to delay in approval

order of the department (which was given finally on 07.07.2015) the project got delayed.

iv) As far as construction of the project is concerned, it has completed in all respects with supporting infrastructural facilities. Construction of club has already commenced and this year the same would be operational.

v) The total amount paid by the complainant till date is Rs. 36,72,857.82 and not Rs. 36,84,218.60.


5. Authority observes that issues of relief in the present case are identical to those which were the subject matter of complaint no. 113 of 2018 titled as Madhu Sareen v/s BPTP Ltd decision of the Authority passed in complaint No. 113 of 2018,.

So, this case is also covered under complaint no. 113 of 2018 titled as Madhu Sareen vs BPTP Ltd. squarely and largely and hence disposed of in the same terms as already decided in the said case. Therefore, respondent is directed to offer possession of the flat and issue a fresh statement of accounts with regard to receivable and payable by the complainant within 15 days of uploading the order on the website of the Authority.

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As far as the maintenance charges are concerned, the Authority directs the respondent that such charge be levied on the complainant from the date of offer of possession after obtaining occupation certificate.

4. The matter is **disposed of** in terms of Complaint No. 113 of 2018 titled as Madhu Sareen v/s BPTP case. The orders be uploaded on the website of the Authority and files be consigned to record room.



**ANIL KUMAR PANWAR**  
(MEMBER)



**DILBAG SINGH SIHAG**  
(MEMBER)