



Complaint no. 936/2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 936 OF 2019

Mohinder Nath Mēhta

....COMPLAINANT(S)

VERSUS

M/s B.P.T.P Ltd

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 11.11.2020

Hearing-10th

Present :- Mr. Mohinder Nath , Complainant in person
Mr. Hemant Saini & Mr. Himanshu Monga, Counsels for
the respondent

ORDER (ANIL KUMAR PANWAR-MEMBER)

The complainant as per builder buyer agreement executed between the parties on 26.06.2012 was allotted unit no. AVE-38, GF on the ground floor of respondent's project Park-81, situated at Faridabad. However, the respondent later took up the stand that it is not possible for him to offer possession of booked

flat and that he is ready to offer alternative flat to complainant. Thereafter, the respondent as per directions of the Authority had sent to the complainant a list of three available flats to choose a flat of his choice. No ground floor flat was offered therein and the complainant thus was compelled to make a choice for a flat located on first floor.

2. Undeniably, the price of first floor flat is comparatively less than the flat located on ground floor. So, the complainant is now entitled to pay less price to the respondent. Accordingly, the Authority directs the respondent's counsel to disclose to the concerned Law Associate of this Authority by end of the day the difference in the price of first floor and ground floor apartment as per the price table prevalent on the day when the complainant had booked flat on ground floor. It was made clear to Learned counsel for the respondent that in case of his failure to disclose the difference by the end of the day, the Authority will assume that flat on first floor is cheaper by atleast 10% of the basic sale price of a ground floor flat and in that eventuality, the complainant will be entitled to pay 10% less basic sale price to the respondent for the flat offered to him on first floor.

3. The concerned Law Associate has apprised the Authority that respondent's Learned counsel has not intimated her the difference in the price of first floor and ground floor. So, the Authority will assume that the alternative flat no- CL803 offered to complainant on first floor is cheaper by 10% of basic sale price of the ground floor flat initially allotted to complainant. The complainant



will be therefore liable to pay 10% less basic sale price to the respondent for the first floor flat now offered to him.

4. In view of above, the complaint is disposed of with direction that the respondent shall deliver to the complainant possession of first floor flat no. CL803 which he had since chosen and shall charge 10% less basic sale price for the same. The possession shall be so delivered within 30 days along with statement of accounts in which all the details of payable and receivables amount shall be distinctly disclosed. The respondent for preparing said statement shall calculate the interest on amount to be paid as delay charges to complainant and also the interest on the delayed instalments payable by complainant at the rate prescribed in rule 15 of HRERA Rules,2017 i.e. SBI MCLR +2% as on the date of passing of order.

5. **Disposed of.** File be consigned to record room.



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RAJAN GUPTA
[CHAIRMAN]



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ANIL KUMAR PANWAR
[MEMBER]

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DILBAG SINGH SHAG
[MEMBER]