

Complaint No. RERA-PKL-39-2018
Date of Hearing: On 21.08.2018, 8th Hearing
Parties name: Dheerendra SinghComplainant
Versus
M/s BPTP Ltd.Respondent

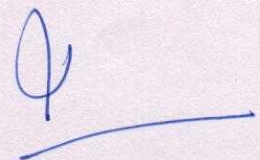
Present:- i) Sh. Rupali Verma , advocate on behalf of the complainant.
ii) Sh. Hemant Saini, advocate on behalf of the respondent.

ORDER:-

1. The Authority has heard the parties and on examination of the records find that the complainant had booked a shop-commercial unit measuring super area 558 sq.ft. in project "Park Central" ,sector 85, Faridabad on 05.08.2011. The Builder Buyer Agreement was executed on 20.11.2012 for the total consideration amounting to Rs.43,90,887 out of which the complainant paid Rs. 40,49,693 up to 08.03.2013. The complainant has sought refund of the entire amount paid along with compensation for harassment, litigation cots etc. The deemed date of the delivery of possession as per clause 1.4 & 4.1 of the agreement was 20.05.2016, which the respondent company has failed to deliver till date.



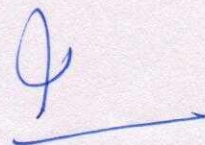
2. The complaint was received on 15.02.2018 and put up before the Authority on 22.03.2018. Notice to the respondents was issued for 17.05.2018 with direction to file reply on or before 26.04.2018. The respondent failed to submit reply within the stipulated time. On 17.05.2018 the respondents were directed to file reply by 30.05.2018 along with the cost of Rs 2000 cost to complainant and Rs.5000 with Authority. On 30.05.2018, the respondent counsel sought an adjournment for the amicable settlement of the dispute and the matter was adjourned till 19.06.2018. Further adjournments for amicable settlement were granted by the Authority on request of both the parties on 02.07.2018, 07.08.2018, 14.08.2018 and 21.08.2018.
3. The respondent through their short reply dated 16.07.2018 has admitted the delay in delivery of possession of the unit and have also submitted that the unit will be ready for delivery by June, 2019. They have also stated in their reply that they are willing to pay compensation for delay as per the agreement. The respondent counsel during the course of proceedings has shown his bonafide intention to settle the matter amicably. The matter was adjourned on several hearings the authority on the request of both the parties for the amicable settlement of the dispute.



4. Today the respondent counsel has handed over the cheques amounting to Rs. 8,67,192/- to the complainant on account of delayed compensation as per the agreement. Both the parties have arrived at an amicable settlement and the matter stands settled by way of mutual settlement in the following terms:

- i. The possession of the unit will be handed over to the complainant by July, 2019.
- ii. The respondent counsel has admitted to the factum of the excess payment of approximately Rs. 3.09 lakhs made by the complainant to the respondent company and undertakes to refund the same to the complainant after reconciling the latest statement of accounts within 10 days.
- iii. The respondent will be entitled to demand additional proportionate expenditure incurred by the respondent company during the course of construction on account of electricity services, sewage provisioning, enhanced area as per the approved plan and increase in cost of the unit up to deemed date of delivery (on pro rata basis) .

Liberty is granted to the complainant to approach this Authority for redressal of grievances if any, regarding the legality or fairness of the



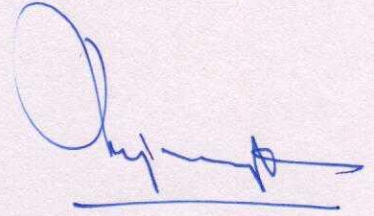
additional demands raised by the respondent. Complaint is accordingly disposed of and file be consigned to the record room.



**Dilbag Singh Sihag
Member**



**Anil Kumar Panwar
Member**



**Rajan Gupta
Chairman**