

**HARYANA REAL ESTATE REGULATORY AUTHORITY  
PANCHKULA**

**Complaint No. : 301/2018  
Date of Hearing : 6.02.2019  
Hearing : 6<sup>th</sup>**

Sundeep Chandhyok

.... Complainant

Versus

BPTP Ltd.

....Respondent

**CORAM :**

Sh. Anil Kumar Panwar , Member  
Sh. Dilbag Singh Sihag , Member

**APPEARANCE :**

Sh. Akshat Mittal, Counsel for complainant  
Sh. Hemant Saini, Counsel for Respondent

**ORDER :**

1. Complainant in this case has booked a flat admeasuring 2067 sq. ft. in project named Parkland, Faridabad on 22.02.2010 and an allotment letter was issued to him on 16.03.2010. Out of total consideration of Rs. 73.98 lakh, the complainant had already paid Rs. 68.54 lakh. According to him, respondent first



executed an agreement on 29.12.2010 and subsequently substituted it with another agreement dated 20.01.2016. His grievance is that possession in terms of first agreement was required to be delivered by 22.08.2012 and since the respondent has failed to deliver the same, he is now entitled to get the refund of the amount paid by him to the respondent.

2. The respondent's version on the other hand is that the complainant by voluntarily executing the flat buyers agreement dated 20.01.2016 had allowed him 36 months period and 180 days grace period, for completion of the project and since such period will lapse in July 2019, the present complaint is liable to be dismissed as pre mature.

3. During arguments, the complainant's counsel, while conceding that complainant had executed the agreement dated 20.01.2016, has tried to wriggle out of the said agreement arguing that the same was result of duress and undue influence. The Authority will not accept this agreement because the complainant herein being himself a real estate agent can neither be expected to have executed the agreement without understanding its true nature nor it can be said that he signed



the same under duress or undue influence. So, the period for delivering possession shall start from the date of agreement i.e. 20.01.2016 and since such period shall lapse in July 2019, the present complaint for the purpose of claiming relief of refund is premature. The complainant, will be entitled to file a complaint only if respondent fails to deliver possession by July 2019 .

4. Faced in the aforesaid situation, learned counsel for complainant has argued that he has also claimed relief for declaring increase in super area as illegal and therefore his complaint qua such relief at least deserves adjudication. The question as to whether or not an increase in super area has occurred can be effectively adjudicated only after the respondent completes the construction and makes an offer of possession after obtaining occupation certificate. Said stage has not yet arrived because neither possession has been offered nor even occupation certificate has been obtained. In these circumstances, the question of declaring increase in super area as illegal at this stage does not fall for consideration.
5. However, before parting with this order, the Authority will observe that the respondent shall supply a detailed statement

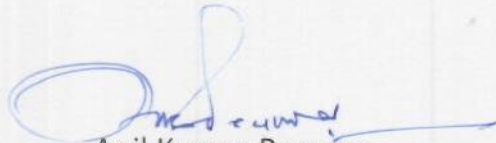


about the amounts receivable and payable by the complainant and also about the actual increase in super area, if any, at the time when the letter for offering possession is sent to the complainant. In case the complainant feels aggrieved by such details in any manner, he will be at liberty to challenge the same by filing a fresh complaint.

6. Consequently the complaint is **disposed of** in the abovesaid terms. File be consigned to the record room.



Dilbag Singh Sihag  
Member



Anil Kumar Panwar  
Member