



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1063 OF 2021

Anita Rani Gera

....COMPLAINANTS(S)

VERSUS

BPTP Ltd

....RESPONDENT(S)

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member .**

Date of Hearing: 23.02.2022

Hearing: 3rd

Present: Ms. Jasneet Kaur, Counsel for the complainant through video-conferencing.
Shri Hemant Saini and Shri Himanshu Monga, Counsel for the Respondent.

ORDER: (RAJAN GUPTA-CHAIRMAN)

1. Notice was issued on 08.10.2021 and same was delivered to the respondent on 11.10.2021. Last date for filing reply was 02.11.2021.

2. Facts of the case are that complainant was allotted 2 plots measuring 205 square yards each bearing no. OM-17-01 and OM-17-02 in the respondent's project "Eden Estate" situated in Sector-81, Faridabad vide allotment letter dated 01.02.2020. Consideration of each plot was Rs. 82,30,000/- out of which complainant had paid Rs. 7,24,675/- for each plot. Respondent had assured that builder buyer agreement will be executed in few days and possession of the plot will be given by April 2020. Complainant wrote several e-mails dated 23.06.2021, 26.06.2021, 30.06.2021 and 06.07.2021 for execution of the builder buyer agreement but the same has not been executed till date.

On 13.07.2021, respondent unilaterally terminated complainant's plots stating that they will not be able to handover possession of plots due to force majeure reasons and are refunding the amount paid by complainant along with simple interest. Respondent sent a cheque of Rs. 8,08,585/- each towards refund of the money. Thereafter, complainant wrote several e-mails to the respondent requesting them to offer possession as allottees of plot adjoining her plots were being offered possession but complainant's plots were terminated without any justification. Complainant also sent a legal notice dated 07.08.2021 seeking possession of her plots.



3. Complainant has sought relief of possession of the plots allotted to her along with compensation of Rs. 10 lacs, interest @ 18 % p.a. and not to allow any third-party rights to be created in the said plots.

4. Today is the third hearing of this case. On first date of hearing dated 17.11.2021 termination letter was stayed by this Authority. Operative part is being reproduced below

“Learned counsel for the complainant state that respondent has terminated allotment of her plot on 13.07.2021 unilaterally. She requested that any third-party rights should not be allowed to be created by the respondent against the plot till further orders. 3. Authority in order to avoid further complications decides to stay the operation of the cancellation dated 13.07.2021 and to direct the respondent to maintain status quo about the possession and title of the plot till further orders”

5. Respondent has not filed its reply even after the expiry of more than 3 months. Therefore, the Authority is constrained to proceed ex-parte in this case.

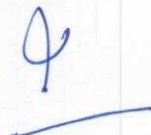
Learned counsel for respondent Mr. Saini orally stated that the plots were terminated due to force-majeure which was beyond control of the respondent. However, details of such force-majeure conditions have not been highlighted at all



6. Authority observes that complainant's plots were booked in 2020 and allotment was done on 01.02.2020. Complainant's allotment is a recent allotment.

Complainant has repeatedly been writing e-mails to the respondent for execution of builder buyer agreement. Vide e-mail dated 23.06.2021, complainant requested the respondent to execute builder buyer agreement; on 26.06.2021 complainant again wrote that he was awaiting action from respondent on the e-mail dated 23.06.2021 for execution of builder buyer agreement. Thereafter, complainant again wrote e-mail dated 30.06.2021 and 06.07.2021 requesting the respondent for execution of builder buyer agreement and offer of possession. An email dated 12.07.2021 was again written by the complainant stating that he has deposited a sum of Rs. 7,24,675/- each for the plot out of total consideration of Rs. 82,30,000/- and he is ready to pay remaining amount that is Rs. 75,05,325/-

After respondent sent the termination letter dated 14.07.2021, complainant wrote an e-mail dated 20.07.2021 stating that respondent is manipulating the complainant. When the respondent has offered possession in the same project to adjoining allottees then how have force majeure conditions become applicable in this case. On 26.07.2021 also complainant wrote an email for handing over the possession of his plots.




7. Authority cannot accept such arbitrary conduct of respondent company. Respondents at their whim and fancy have terminated allotment of complainants for the reasons best known to them. It was respondent's duty to execute builder buyer agreement after making initial allotment with the complainants which he has not done till date even after receiving Rs. 7,24,675/- for each plot. No reason or justification at all has been given for cancellation of the allotment.

In view of this factual position Authority is of the considered view that relief as claimed by the complainant deserves to be granted. Accordingly, cancellation letter which was stayed vide order dated 17.11.2021 is hereby quashed.

Cheques issued by the respondent have not been encashed by the complainant, accordingly she is directed to return the cheques to the respondent. Respondent is directed to execute builder buyer agreement. Said builder buyer agreement should be in the format prescribed in RERA Rules, 2017. Both parties are directed to discharge their further obligations as per law.



8. Case is **disposed of** in above terms. Order be uploaded on website of the Authority and file be consigned to the record room.



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RAJAN GUPTA
(CHAIRMAN)



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DILBAG SINGH SIHAG
(MEMBER)

