

Sanjiv Mehrotra Vs. BPTP Ltd.
Application No.10 of 2021
In
Appeal No.32 of 2018

Present: Shri Nitin Kant Setia, Advocate, Ld. counsel for the appellant.

Shri Hemant Saini, Advocate, Ld. counsel for the respondent (in person).

*{The presence of ld. counsel for the appellant is being recorded
through video conferencing}*

Ld. counsel for the respondent-promoter states that as per instructions received from the respondent-promoter, the appellant-allottee is required to pay a sum of Rs.45497.50 towards Common Area Maintenance Charges and Rs.69850.00 towards Interest Free Maintenance Security as per Clauses 7.4, 7.5, 7.7 and 7.9 of the Buyer's Agreement. He further states that on payment of this amount, the physical possession shall be delivered to the appellant-allottee subject to the final decision of this appeal.

2. Ld. counsel for the appellant-allottee has stated that the appellant has already deposited a sum of Rs.2,00,000/- with the respondent-promoter as per directions given by this Tribunal. The appellant is ready to deposit a further sum of Rs.115347.50 towards Common Maintenance Charges and Interest Free Maintenance Security as demanded by the respondent-promoter. He undertakes to deposit the aforesaid amount within two weeks from the date of offer of the physical possession.

3. In view of the fresh proposal coming on record, the respondent-promoter will issue the fresh letter of offer of physical possession to the appellant-allottee within seven days.

4. It is made clear that in the said offer letter, no other charges except the Common Area Maintenance Charges and Interest Free Maintenance Security as mentioned above shall be included and no other demand of any charges shall be raised in the said letter

to create any further hurdle in the delivery of the physical possession.

5. The appellant-allottee will deposit the aforesaid Common Area Maintenance Charges and Interest Free Maintenance Security within two weeks from the date of receiving the letter of the offer of physical possession and the respondent-Promoter shall thereafter deliver the physical possession of the unit after receiving the amount within three weeks.

6. It is further made clear that these directions are being issued by this Tribunal as an interim measure as the appellant-allottee is waiting for delivery of possession for the last about 11 years. It is further made clear that these directions will not cause any prejudice to the rights of the parties in the decision of this appeal on merits. The issues regarding maintenance charges and other charges are being kept open at this stage and shall be decided at the time of final decision of this appeal. It is further made clear that this interim direction in this case shall not be treated as a precedent in any other pending case before this Tribunal or the Ld. Authority.

7. Now, the case to come up on 14th October, 2021 for awaiting the delivery of the physical possession of the unit and further appropriate proceedings.

Justice Darshan Singh (Retd.)
Chairman,
Haryana Real Estate Appellate Tribunal,
Chandigarh

Inderjeet Mehta
Member (Judicial)

Anil Kumar Gupta
Member (Technical)

31.08.2021
Manoj Rana