



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1917 OF 2023

Ashish Powari

....COMPLAINANT

VERSUS

1. M/s BPTP Ltd.

2. BPTP Parklands Pride Limited.

....RESPONDENTS

**CORAM: Dr. Geeta Rathee Singh
Chander Shekhar**

**Member
Member**

Date of Hearing: 17.12.2024

Hearing: 4th

Present: - Adv. Arjun Kundra, Learned Counsel for complainant through VC

Sh. Tejeshwar Singh, Learned Counsel for respondents through VC

ORDER:

1. Adv. Arjun Kundra, learned counsel for complainant stated that present case is squarely covered by the orders of the Authority dated 26.09.2024 passed in complaint no. 2405/2022. He further stated that submission made in rejoinder filed on 27.08.2024 be taken into consideration while deciding matter on merit.
2. Sh. Tejeshwar Singh, counsel for respondent stated that an application along with written submission was filed yesterday i.e. 16.12.2024 in registry. Further, learned counsel for respondent has encapsulated his arguments as following:
 - i. Admittedly, floor buyer agreement was executed between parties on 20.11.2012 for unit bearing no. PE-118-FF, situated in Park Elite Floors, Parklands, Faridabad. As per clause 5.1 of agreement, due date of possession was within 24 months from date of execution of agreement along 180 days grace period for obtaining occupation certificate, which comes to 20.04.2015.
 - ii. Admittedly, there is a delay in handing over of possession and respondent-promoter is ready to pay the delay charges to complainant subject to consideration that respondent is liable to pay delay charges from deemed date of possession i.e. 20.04.2015 till offer of possession or till date of obtaining



occupation certificate for the unit whichever is later. In present case, offer of possession was made on 01.08.2024 after obtaining occupation certificate on 05.06.2024. He further stated that amount of ₹ 25,47,625/- stands credited in fresh statement of account issued to complainant along with offer of possession.

iii. Respondent counsel prayed for relaxation in deemed date of possession on account of force majeure event including 9 months due to Covid-19 outbreak.

iv. Lastly, counsel for respondent alleged that offer of possession was made in August 2024 after obtaining occupation certificate in July 2024, however it is the complainant who is at default by not accepting the offer of possession, therefore, complainant is liable to pay delayed payment interest to the respondent as per Section 19(6) and 19(7) read with 2(z) of the RERA Act.

3. Case is adjourned to **13.05.2025** for further arguments and for consideration.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]