



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO.1918 OF 2023

Kshitij Bhardwaj

....COMPLAINANT

VERSUS

1. M/s BPTP Limited.

2. BPTP Parklands Pride Ltd.

....RESPONDENTS

CORAM: Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member

Date of Hearing: 03.12.2024

Hearing: 4th

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

Adv. Tejeshwar Singh, Learned counsel for respondents

ORDER :

1. Adv. Arjun Kundra, learned counsel for complainant stated that rejoinder was filed on 27.08.2024 in registry whereby alleged offer of possession dated 02.08.2024 and statement of receivable and payables issued by respondent have been challenged/ objected by the complainant since both are illegal and against the provisions of RERA Act, 2016. Further, learned counsel for complainant put forth following arguments challenging various demands mentioned in above stated Statement of account:

- i. As per said statement of account, respondent is charging cost escalation charges, Service Tax, Value Added Tax and GST along with club membership charges. He stated that club charges cannot be charged by respondent since till date there is no club at site. Further, cost escalation charges cannot be charged since respondent was bound to deliver possession by year 2014 itself, hence any cost escalation due to delay in handing over possession cannot be imposed upon complainants.
- ii. With regard to taxes stated above complainant counsel raised two objections, firstly, all the three charges cannot be charged together; secondly, effect of GST has come into July 2017 and as per terms of floor buyer agreement deemed date of possession comes to year 2014, meaning thereby if respondent had delivered the possession



on time, GST could never be levied upon complainant. Further, respondent had unilaterally increased the total sale price of the booked unit from 32,02,633.60/- to 36,37,179.04/-.

Lastly, respondent had attached an illegal undertaking/indemnity bond with alleged offer of possession which is an infringement of his rights to claim interest under RERA Act. Therefore, all the above charges raised by respondent are illegal and arbitrary.

iii. In said statement and agreement final super area is mentioned as 1510 sq.ft (140.28 sq.mtrs) for basic sale price of ₹ 27,79,094.30/-. However, occupation certificate obtained by respondent on 05.06.2024 shows area to be 109.756 sq.mtrs and alleged offer of possession shows area to be 140.28 sq.mtrs which is actually lesser than the area for which floor buyer agreement was executed between parties.

2. Sh. Tejeshwar Singh, appeared on behalf of respondent and requested the Authority to allow filing of an application for submission of copy of occupation certificate dated 05.06.2024 and copy of offer of possession dated 02.08.2024 in the registry. Learned counsel for respondent has encapsulated his arguments as following:

i. Admittedly floor buyer agreement was executed between parties on 16.02.2012 for unit bearing no. PE-136-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 grant of occupation certificate, which comes to 16.08.2014.

- 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. 16.08.2014 till offer of possession or till the date of obtaining occupation certificate for the unit whichever is later. In present case, offer of possession was made on 02.08.2024 after obtaining occupation certificate on 05.06.2024.
- 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 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.

- v. Respondents counsel also stated that he has not received the copy of rejoinder.
3. Learned counsel for respondent stated that since there is a change in counsel he has not received the copy of rejoinder and requests that same be provide to him. c Learned counsel for omplainant is directed to supply copy of rejoinder to respondent via email within one week.
4. Request of respondents counsel to file application along with written submission is allowed to be filed within two weeks subject to payment of earlier imposed cost of ₹ 5000/- payable to Authority and ₹ 2000/- payable to complainant, vide order dated 22.11.2023. Respondents are directed to supply advance copy of application as well as written submission to complainant within one week. Complainant is at liberty to file objection if any within next two weeks with advance copy supplied to opposite party.
5. Case is adjourned to **08.04.2025** for further arguments and for consideration.


.....
CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]