



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO.237 of 2022

Shaurya Kaul

....COMPLAINANT(S)

VERSUS

BPTP Ltd

....RESPONDENT(S)

CORAM: Dr. Geeta Rathee Singh
Nadim Akhtar

Member
Member

Date of Hearing: 26.04.2023

Hearing: 5th

Present: - Mr. Nitin Kant Setia, Counsel for complainant through VC
Mr. Hemant Saini, Counsel for the respondent.

ORDER (DR. GEETA RATHEE SINGH-MEMBER)

Ld. counsel for complainant submitted that original allottee Mr. Pushpraj booked unit in project- Park Elite floors of respondent by paying booking amount of Rs 2.5 lakhs on 18.06.2009. Unit no. H-401 SF having area of 1022 sq ft was allotted to her on 24.12.2009. Complainant's mother Ms. Rekha Kaul had purchased allotment rights of unit in question in year 2011 and rights were further transferred to complainant on attaining majority on 03.03.2017. It has been

Geeta Rathee

argued that builder buyer agreement dated 19.06.2021 was executed by the respondent whereas the fact remains that respondent was demanding/raising money between year 2009 to 2021 and complainant had honoured those demand letters within stipulated time. As per provisions of RERA Act, 2016 the builder cannot take money without executing agreement. Further it is the mischief on part of respondent that he delayed the execution of BBA and, therefore, said BBA has to be ignored being unfair trade practice on part of respondent. He further stated that deemed date of possession has to be counted w.e.f date of allotment of unit in question as from that day onwards both the parties were having meeting of minds and there was no need of any written agreement.

2. In rebuttal, Ld. counsel for respondent stated that complainant had signed the BBA in year 2021 without any protest and, said agreement is a specially customised to the liking of present allottee as normally there is time of 3 years for delivery of possession but herein the deemed date of possession clause provides time of 60 days from the date of payment of total sale consideration alongwith 30 days of grace period. Further he stated that there is proper process of allotment and execution of BBA being followed by respondent. In this case the original allottee had applied for unit vide his application form dated 25.05.2009 and thereafter allotment letter of unit was issued on 24.12.2009. It is not the case that allotment letter was signed by both parties and then it was issued to complainant,

herein the respondent had received money from complainant in lieu of unit so the allotment letter was issued. Thereafter the complainant paid amount to respondent towards demand letters raised by it and got executed BBA in year 2021 without any demur and protest. Nothing pertaining to execution of BBA or any coercion/undue influence has been mentioned in complaint. Complainant was silent about his rights from year 2009 to 2021 and he has chosen to be so even today in his complaint case also. Further the respondent stated that construction of the unit stands completed and occupation certificate has also been received on 20.07.2022. Here in this it is the complainant who is trying to turn the clock back by agitating upon signing of BBA in 2021 and not coming forward to make payment of outstanding dues for taking delivery of possession.

3. Arguments of ld. counsels appearing on behalf of both parties have been heard. Authority observes that complainant has not pleaded about any protest towards signing of BBA dated 19.06.2021. The fact remains that demand letters were issued in time by respondent and the same were honoured by complainant without any objections/protest. Generally, after issuance of allotment letter, respondent sent the draft of BBA for signature of complainant or call the complainant to their office for completion of necessary formalities by signing relevant documents. In this case, the parties were having commercial transactions but the same were not facilitated/supported with execution of necessary



documents. In these circumstances, both parties are directed to prove their case with proper documentary evidence. Complainant is directed to prove that necessary steps were taken by him for execution of BBA prior to 19.06.2021 with respondent. Respondent is directed to prove that necessary steps were taken by them like sending of a copy of BBA to complainant for his signatures. Respondent is also directed to provide the status of offer of possession, if any, sent to complainant after receipt of occupation certificate.

4. Parties are at liberty to file documentary evidence atleast 15 days prior to next date of hearing after exchanging copies of the same with each other.
5. Case is adjourned to 04.07.2023.


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NADIM AKHTAR
[MEMBER]


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Dr. GEETA RATHEE SINGH
[MEMBER]