



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2551 OF 2022

Asha Batra through Authorised
Representative Ashok Kumar Pasricha

....COMPLAINANT

VERSUS

BPTP Ltd.

....RESPONDENT

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Date of Hearing: 26.05.2025

Hearing: 10th

Present: Adv. Nitin Kant Setia, counsel for complainant through VC.

Adv. Hemant Saini, Adv. Neha and Adv. Himanshu Monga, Counsels
for respondent.

ORDER: (NADIM AKHTAR-MEMBER)

1. As per last orders of the Authority dated 27.01.2025, learned counsel for the respondent had sought time for exploring the possibility of settlement between the parties. However, perusal of the record reveals that no settlement has been arrived at till date.

2. Today, learned counsel for the complainant drew the attention of the Authority to Para 2 of the Authority's order dated 08.07.2024, whereby the respondent was directed to arrange a physical site visit of the complainant for inspection of the unit, not later than 16.08.2024. He submitted that the said direction has not been complied with, as the respondent has never sent any communication/intimation to the complainant for the site visit.
3. Learned counsel for the complainant further referred to page no. 62 of the complaint book, wherein the "Statement of Account cum Invoice" issued by the respondent is annexed. He submitted that several demands mentioned therein are illegal. He also submitted that Appeal No. 9 of 2018 is pending before the Hon'ble Haryana Real Estate Appellate Tribunal, Chandigarh, which involves adjudication of similar demands raised by the respondent. The next date of hearing in the said appeal is 10.07.2025. He, therefore, requested the Authority to direct the respondent to hand over possession of the unit to the complainant, subject to final adjudication of receivables and payables, including the disputed charges by the Authority, in accordance with the outcome of the pending appeal before the Hon'ble Appellate Tribunal.
4. In response, learned counsel for the respondent submitted that the offer of possession was made to the complainant on 14.04.2022 and the occupation certificate in respect of the said unit was received on 31.08.2022. As the



complainant failed to accept the offer and did not clear outstanding dues, the respondent terminated the allotment on 30.08.2022. He contended that the complainant is entitled only to delay interest up to the date of issuance of the occupation certificate. In support, he relied on decisions rendered in Complaint Nos. 1512 of 2020 titled as *Amit Srivastava vs. BPTP Limited*, 804 of 2019 titled as *Shyam Nandan Kumar vs. BPTP Limited*, 1559 of 2023 titled as *Ashok Kumar Sethi, Rama Sethi & Ashish Sethi vs. BPTP Limited*, and 766 of 2021 titled as *Rajiv Kumar Chauhan vs. M/s BPTP Limited*.

5. Learned counsel for the complainant refuted the applicability of the said judgments, stating that unlike those cases, no valid offer of possession, accompanied by the occupation certificate was ever communicated to the complainant in the present matter. Therefore, the offer of possession made by the respondent cannot be termed as valid under law.
6. The ld. counsel for complainant further submitted that he is restrained from taking possession due to illegal and unjustified charges raised by the respondent, including demands on account of External Development Charges (EDC), Enhanced EDC (EEDC), cost escalation and increase in super area. It is alleged that the respondent has collected EEDC in excess of what was demanded by the competent authority (DTCP), to the tune of ₹146 per sq. ft.



He relied on Annexure A-8 to the complaint, being the reply of DTCP before the Hon'ble Appellate Tribunal.

7. On being enquired by the Authority, the learned counsel for the respondent confirmed that no third-party rights have been created with respect to the unit in question.
8. Learned counsel for the respondent referred to page 132 (Annexure R-8) of the reply, where the final demand notice dated 30.08.2022 has been annexed, which includes a clause stating that failure to comply with the terms and conditions of the agreement would result in deemed termination of the allotment. Relevant portion of the letter is *"in the event that you fail to strictly adhere to the complete terms of this final demand notice and the agreements, such action on your part shall amount to a voluntary, conscious and intentional waiver.....be treated as termination/cancellation of the allotment of the aforesaid unit and you shall cease to have any right or interest whatsoever in the said unit....."*. He also submitted that at the time of taking possession, the complainant is liable to pay maintenance charges from the date of receipt of occupation certificate and stamp duty. However, the ld. counsel for complainant expressed willingness to pay maintenance charges only from the date of actual handing over of possession.



9. After hearing both parties and considering the material on record, the Authority hereby directs as follows:

- i. The respondent shall hand over physical possession of the unit in question to the complainant forthwith, subject to settlement of receivables and payables, which shall be adjudicated separately by the Authority in terms of the directions of the Hon'ble Haryana Real Estate Appellate Tribunal in appeal no. 9 of 2018.
- ii. The respondent shall not demand or collect any stamp duty or maintenance charges at the time of handing over possession. The issue of liability towards stamp duty and maintenance charges, if any, shall be decided separately by the Authority.
- iii. It is clarified that handing over of possession shall not prejudice the complainant's rights to challenge any illegal charges, including but not limited to EDC, EEDC, cost escalation, or increase in area.

10. Case is adjourned to 04.08.2025.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]