



Complaint no. 604 of 2024

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 604 OF 2024

Ashwini Chaudhary

....COMPLAINANT

VERSUS

BPTP Ltd.

....RESPONDENT

CORAM:

Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Date of Hearing: 13.05.2025

Hearing: 4th

Present: -

Mr. Narender Yadav, Learned counsel for the
Complainant through VC

Mr. Tejeshwar Singh, Learned counsel for the
Respondent through VC.

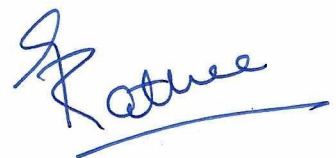
Tamanah Behl, Associate of arguing Counsel for
Respondent

ORDER(DR. GEETA RATHEE SINGH- MEMBER)

1. Learned counsel for the complainant submitted that complainant in the captioned complaint had booked a unit in the project of the respondent along with his mother Mrs. Savitri Chaudhary(now deceased) in the year 2009. Vide allotment letter dated 24.12.2009, they were allotted unit

bearing no. H2-11, SF, Park Elite Floors, Sector-75 Faridabad. However, the unit was later changed to PE-189 SF, Park Elite Floors vide re allotment letter dated 12.06.2012 with the consent of the complainant. A builder buyer agreement was executed between the parties on 16.10.2012. As per clause 5.1, the possession of the floor should have been delivered within a period of two years from the date of execution of said agreement. Thus, the due date for handing over of possession works out to 16.10.2014. The total sale consideration of the unit was fixed as ₹ 26,64,081.72/- and the complainant has paid an amount of ₹ 27,19,209.93/-. The co-allottee Mrs. Savitri Chaudary, mother of the complainant, expired on 11.08.2019. An offer of possession qua the booked unit was issued on 18.10.2023 after a delay of more than 8 years and without any delay interest and a demand of ₹ 11,56,332.05/-. Complainant requested the respondent to adjust the component of delay interest admissible to him and thereafter issue a fresh statement of accounts but received no response. The complainant then sent a legal notice dated 01.01.2024 for delay interest, however, the respondent attributed the same to force majeure. Thereafter, the respondent cancelled the unit of the complainant on 02.04.2024. Hence, the present complaint seeking possession of the booked unit along with delay interest as per RERA ACT 2016.

2. Learned counsel for the complainant further submitted that the relinquishment deed dated 06.04.2024 of the remaining heirs of Mrs.



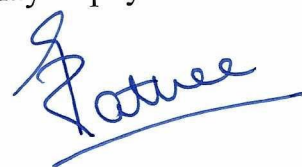
Savitri Chaudhary qua the booked unit in favour of the present complainant is annexed as Annexure C-9. Vide order dated 18.03.2025, Authority has already observed that said relinquishment deed is enough to establish sole interest of present complainant over the unit in question.

3. Initiating his arguments, Mr. Tejeshwar Singh, respondent's counsel submitted that as per clause 5.1 of the builder buyer agreement dated 16.10.2012, possession of the unit was to be delivered within a period of 24 months from the date of execution of the agreement along with a grace period of 180 days. Accordingly, the deemed date of possession of the unit works out to 16.04.2015. The construction of the project was affected due to various force majeure conditions, however, the respondent completed the construction and issued an offer of possession to the complainant on 18.10.2023 along with demand of payment of outstanding amount. However, the complainant did not make payment of requisite amount and take possession. Thereafter, respondent issued reminders dated 20.11.2023, 26.12.2023 and 25.01.2024 to the complainant for making payment of outstanding amount but the complainant failed to respond to the same. The respondent then issued a final demand notice dated 29.02.2024 to the complainant which was again ignored by the complainant for reasons best known to him. Owing to the continuous defaults of the complainant, the unit of the complainant was terminated on 02.04.2024, after which the complainant has ceased to be an allottee. The complainant wilfully and



voluntarily chose not to make further payments and hence the unit of the complainant was rightly terminated.

4. Learned counsel for the respondent further submitted that in the captioned complaint the unit in question was allotted to two allottees namely Mr. Ashwini Chaudhary and Mrs. Savitri Chaudhary. Though Mrs Savitri Chaudhary is now deceased, and that a relinquishment deed of all the remaining heirs of Mrs. Savitri Chaudhary has been placed on record in the complaint file, however, the complainant i.e Mr. Ashwini Chaudhary has failed to complete the formalities with regard to change of allottees with the respondent company. Therefore, the complainant may be directed to complete all formalities with regard to the same.
5. Mr. Narender Yadav, learned counsel for the complainant submitted that the complainant will complete all the formalities with regard to change in allottees with the respondent company. He further submitted that the complainant has already paid an amount of ₹ 27,19,29.93/- which is more than the basic sale consideration of ₹ 26,64,081.72/-. The complainant has never delayed payment of instalment which is evident from the fact that the respondent in statement of account issued with the offer of possession has levied zero interest on the complainant for delay payment interest.
6. In response Mr. Tejeshwar Singh argued that vide said offer of possession respondent has not adjusted any delayed possession interest to the complainant and has hence not charged any delayed payment interest from

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the complainant. The zero figure is no proof that the complainant has not defaulted in making payments.

7. Case is adjourned to 26.08.2025 for further arguments and consideration.


CHANDER SHEKHAR
[MEMBER]


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

