



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 806 of 2021

1. Harish Sharma
2. Geetanjali Sharma

...COMPLAINANT(S)

VERSUS

Piyush Buildwell India Limited

...RESPONDENT

CORAM:

Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member

Date of Hearing: 07.01.2025

Hearing: 18th

Present: Adv. Aishwarya Dobhal, ld. counsel for complainant, through VC.
Adv. Gaurav Singla, ld. counsel for respondent, through VC.

ORDER:

1. On the last date of hearing, i.e. on 17.12.2024, ld. counsel for complainant requested for some more time to file the receipts as directed vide order dated 17.09.2024. Request of the ld. counsel was allowed and complainants were directed to file a proper proof of receipts in the registry of the Authority. Receipts were filed vide application dated 19.12.2024 in the registry of Authority.

2. Today, ld. counsel for complainants argued the case and submitted that complainants in present complaint are seeking relief of possession on “as and where basis” along-with delayed interest and further execution of conveyance deed in respect of the allotted unit. She submitted that on hearing held on 17.09.2024 she had submitted that there is no builder buyer agreement attached to file as no builder buyer agreement was ever executed by the respondent. She further submitted that allotment letter and various demand letters issued by respondent forms the basis for seeking relief in present complaint. She stated that proper receipts have been filed in the Authority on 19.12.2024 and clarified that amount of Rs.5,00,000/- was paid on 05.02.2010 as the date is not clear in the receipt.
3. Further, ld. counsel for complainant submitted that respondent company had orally communicated to the complainants that earlier builder buyer agreement was cancelled due to change in area of the unit and it was assured by respondent that new BBA will be executed for the new and changed area of 1268 sq. ft. She referred to allotment letter annexed at page 20 of the complaint book as per which 1164 sq. ft. is mentioned as the area of the unit allotted to them. She further referred to statement of account annexed at page no.29 of the complaint book, wherein it is can be seen that area of the same unit is increased to 1268 sq. ft. Further, ld. counsel for complainant submitted that though BBA has never been

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executed by respondent with complainants, however payments were made by them as and when demanded by respondent. Further she referred to offer of possession dated 18.03.2014, and submitted that same was not accompanied by statement of account, and that later respondent raised an illegal demand of Rs.10,60,815.51/- as can be seen at page 29 of the complaint book. However on perusal of said offer of possession, it can be discerned that it was accompanied by annexure I- statement of account. However the same has not been annexed by complainant.

4. Furthermore, ld. counsel for complainants submitted that certain facilities have still not been provided however amounts with respect to the same have already been charged by respondent. As per statement of account annexed at pageno.29 of the complaint book, respondent has raised illegal demands under the head of preferential location, cooking gas connection, meter connection charges, additional development charges, and other additional charges amounting to approximately Rs.7lakhs. However no such facility has been provided by respondent. Therefore, ld. counsel for complainant submits that this is the reason that offer of possession dated 18.03.2014 is not valid since illegal demands have been made from them. She further referred to pictures of the flat at page no. 34 of the complaint which were clicked in 2021 i.e. when complaint was filed, which show that flat is incomplete and such facilities have not been provided by respondent company. Thus, in conclusion ld. counsel for complainant



submitted that complainants wants to continue with the project and therefore prays for possession of unit along-with delay interest.

5. Rebutting the above arguments of ld. counsel for complainant, Ld. counsel for respondent submitted that as there exists no builder buyer agreement, therefore no terms and conditions can be determined. He submitted that as per letter of offer of possession annexed at page no.27 of the complaint book, possession was offered on 18.03.2014, occupation certificate was issued on 26.02.2014 and demand of amount of Rs.10,23,196.50/- was to be paid within 30 days of the date of that letter. Further reminder letter was sent to complainant on 11.06.2014 and 06.07.2015 which has also been annexed with the complaint at page no.28 and 30. Ld. counsel for respondent submitted that if the demands were illegal as has been pointed out by counsel for complainants, then the same must have been challenged, however no demand was ever challenged by complainants. He stated that the RERA Act,2016 came into force in entirety in 2017; however the present complaint was filed in 2021, after a lapse of 4 years of the Act of 2016 coming into force which shows the malafide motive of the complainants. Further, in respect of submission made by ld. counsel for complainant that the area was increased arbitrarily, ld. counsel for respondent submitted that no area was ever agreed to as no builder buyer agreement has ever been signed. Further, delay is only on the part of complainants as letter offering



possession was issued on 18.03.2014, and if any amount as demanded by such letter was illegal was never challenged by complainants.

6. On basis of the arguments made by both the counsels, Authority raised a query if any communication was made by complainants after possession was offered in 2014 till 2021 i.e. until complaint was filed. Ld. counsel for complainants submit that allotment letter was signed in 2009, as per which possession should have been offered in 2012; however same was offered only in 2014. Moreover, said offer of possession was illegal as facilities as promised were not available. And as per judgement of Hon'ble Authority against the respondent builder, Authority had concluded that offer of possession is illegal as certain facilities were not present at the project site. Ld. counsel for complainants therefore requested for delivery of possession along-with execution of conveyance deed.
7. Arguments heard and case is adjourned to 27.05.2025 for further consideration.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]