



Complaint no. 877 of 2024

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 877 OF 2024

Sachin Dhall

....COMPLAINANT

VERSUS

1.BPTP Ltd.

....RESPONDENT(S)

2. CountryWide Promoters Pvt Ltd.

CORAM:

Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Date of Hearing: 13.05.2025

Hearing: 3rd

Present: -

Mr.Harshit Goyal, 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. In the captioned complaint, complainant had booked a floor in the project of the respondent no. 1 namely 'Park Elite Floors' situated at Sector 75, 82, Faridabad. A floor buyer agreement was executed between the respondent no. 1 and the complainant on 22.05.2013 in respect of floor bearing no. P8-24-SF having a super area of 1399 sq. ft. As per clause 4.1 of said agreement, possession of the floor was to be delivered within a period of 24

months from date of execution of agreement. Therefore, the respondent no. 1 should have delivered possession of the booked floor by 22.05.2015. However, the respondent no. 1 has failed to deliver the possession of the floor within stipulated time. The respondent no. 1 had issued a No-Objection Certificate dated 08.05.2023 for giving possession of the booked floor only for the purpose of carrying out fit-outs. It was issued without obtaining occupation certificate in respect of the booked floor. The complainant has already deposited an amount of ₹ 36,23,225.39/- with the respondent in lieu of said floor against a total sale consideration of ₹ 28,76,279.00/-. Complainant had also issued a legal notice dated 10.05.2024 to the respondent seeking lawful possession of the booked floor. However, the complainant has not received possession of the booked floor till date. Hence the present complaint. Learned counsel for the complainant submitted that the relief of the complainant vide present complaint are four fold and as follows:

- i. Delayed Possession Charges- Learned counsel for the complainant submitted that as per clause 4.1 of the floor buyer agreement, possession of the floor should have been delivered by 22.05.2015. However, the respondent issued an offer of possession to the complainant on 17.06.2022. Said offer of possession was not a valid offer of



possession as the same was without occupation certificate. He further submitted that the unit in question is an independent floor being developed under self certification scheme, due to which the occupation certificate of the floor is not available on a public platform for the complainant to peruse. Respondent has not conveyed the receipt of occupation certificate to the complaint, therefore, the offer of possession dated 17.06.2022 is not a valid offer. A valid offer of possession is yet to be made to the complainant and thus the complainant is seeking delayed possession charges from the deemed date of possession i.e 22.05.2015 till a valid offer of possession is issued to the complainant.

- ii. Lawful Possession: Learned counsel for the complainant submitted that the offer of possession dated 17.06.2022 was not a valid offer of possession and hence the complainant did not accept the same. Therefore, complainant is seeking direction to respondent to issue a valid offer of possession to the complainant and deliver possession of the booked floor as per terms agreed between the parties.

Rattree

- iii. Execution of Conveyance deed: Respondent may be directed to execute and register conveyance deed in favour of the complainant in respect of the booked floor.
- iv. Penalty upon respondents for non-registration of the project: Learned counsel for the complainant submitted that the respondents have failed to register the project with the RERA Authority and same is in violation of Section 3 of the RERA Act. Therefore, an exemplary penalty may be imposed upon the respondent.

2. Learned counsel for the complainant further submitted that during the pendency of the present complaint, respondent had issued a cancellation letter dated 11.11.2022 to the complainant. However, said cancellation holds no meaning since the respondent had later restored the floor in the name of the complainant and issued a No Objection Certificate dated 08.05.2023 for carrying out fit-out works in the floor in question. However, said offer was only for fit out and does not imply that the complainant was having physical possession of the floor. He further submitted that the complainant has made a total payment of ₹ 36,23,225.39/- to the respondent in lieu of booked floor. Ledger dated 10.01.2025 issued by the



respondent, annexed at page 101 of reply, contains the respective dates of payment of various amounts for the purpose of calculation of delay interest.

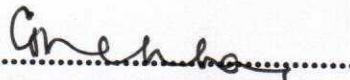
3. Mr. Tejeshwar Singh, learned counsel for the respondents submitted that as per clause 4.1 of the floor buyer agreement, the possession of the floor was to be delivered within a period of 24 months from the date of execution of said agreement along with a grace period of 180 days . Thus the due date to deliver possession works out to 22.11.2015. The construction of the project in question had been marred due to force majeure conditions. The respondent no.1 had issued an offer of possession to the complainant on 17.06.2022 and further the floor in question had received occupation certificate on 15.12.2023. The respondent no.1 had issued several reminder letters dated 02.08.2022 and 03.09.2022 to the complainant for making payment of balance amount. Thereafter, respondent no. 1 had issued a final demand notice on 11.10.2022 to the complainant for making payment of balance amount and to take possession but the complainant again failed to pay heed to. Constrained respondent no. 1 had cancelled the floor of the complainant on 11.11.2022 on account of non payment of dues.

Learned counsel for the respondent submitted that respondent no.1 being a customer centric company in its utmost bonafide had revised the floor and obtained no objections for giving physical possession for carrying out fit out on 08.05.2023 and complainant stands in physical possession of the



floor. After taking physical handover of the floor no cause of action arises in favour of the complainant.

4. During hearing, the Authority posed a specific question to learned counsel for the complainant with regard to the relief no. iv, which is imposition of penalty upon the respondent no. 1 for non-registration of the project, as to which right of the complainant has been violated on said account since the duty of the promoter to register the project is independent of the contract entered between the present parties i.e the complainant and the respondent no. 1. In response, learned counsel for the complainant submitted that registration of a real estate project with the Authority regulates the project and provides a check stop against the malpractices followed by the respondent developer. Without RERA registration, there is no guarantee of accountability from respondent developers regarding timely delivery, quality standards, or project completion. Thus the complainant is seeking imposition of exemplary penalty upon the respondent on account of non registration of the project.
5. Case is adjourned to **26.08.2025** for further arguments and consideration.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]