



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1443 OF 2024

Mrs Sonia

....COMPLAINANT

VERSUS

Eldeco Infrastructure and Properties Ltd and others

....RESPONDENTS

CORAM:

**Parneet S Sachdev
Nadim Akhtar
Chander Shekhar**

**Chairman
Member
Member**

Date of Hearing: 06.03.2025

Hearing: 2nd

Present: - Mr. Sushil Malhotra, counsel for the complainant through VC.

Mr. Anuj Kohli, counsel for the respondent through VC.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. The present complaint has been filed by the complainants seeking various reliefs against the respondent. The reliefs sought by the complainants, as stated in the complaint, are as follows:-

- 1) It is, therefore, respectfully prayed that this Hon'ble Authority may kindly be pleased to pass an order or direction to respondent to set/ adopt the Model BBA as prescribed by Haryana RERA Rules 2017.
- 2) That it is respectfully prayed to the Ld. Authority to direct the respondent to modified the Para 7.6 subpara (11) further next para page 9 where they have recoded the compensation of allottee for every month of delay at the rate of Rs. 50/- per sq yards with the prescribed rate of interest as per Section 2(za) explanation (i) and section 18(1) second proviso related to retention of complainant in the project.
- 3) That appropriate direction be passed to remove the last para of clause 7.6 of BBA page 9 of RERA act where they clarified that "It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty registration fee, applicable for every month of delay taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the promoter beyond the date of written offer of possession of the Plot, for any reason whatsoever, irrespective of the " allottee not taking possession of the plot ...
That the above mention content is outside the four corner of Model BBA agreement and its inclusion comes under the definition of unfair trade practice which will definitively affect the rights of allottee in future. Further this paragraph is against the intention of section 18 (1,2,3), 19(4) and also against the section 71,72 of RERA Act 2016. Further above paragraph is contradictory to the decision of Ld. Punjab and Haryana High Court in appeal no 95 of 2021 title Emaar India Limited (formerly known as Emaar MGF Land Limited) .. Appellant(s) Versus Kaushal Pal Singh alias Kushpal Singh ... Respondents). Respondents wish to take advantage of their superior positions.
- 4) That it is requested the Ld. Authority to declared clause 9.3 sub-clause iii page 11 of BBA as invalid and direct the builder/

Respondent to substitute 60 days with 90 days as per Model BBA & Rule 16 of RERA Rules 2017.

- 5) That it is respectfully prayed to Ld. Authority to change • Clause 32 Page 18 which is wrong to the extent that dispute resolution will be through "Haryana real Estate Regulatory Authority Panchkula" and not through the Adjudicating Officer.*
- 6) That it is prayed to Ld. Authority to direct the respondent company to make the payment plan in framework of Section 13,19 and rule 16. Direct the respondent company to accept payment within 90 days (Rule 16 of the execution of Builder Buyer agreement as per Model BBA.*
- 7) That it is prayed to Ld. Authority to declare the BBA of respondent company ANNEXURE C-8 as null and void and amount to unfair trade practice under section 7 of RERA ACT 2016 and also request the Ld. Authority to impose a heavy cost on the respondent for performing unfair trade practice.*
- 8) That it is respectfully prayed to Ld. Authority to direct the respondent company to Execute Model BBA and accept the balance sale consideration within 90 days of execution of BBA.*
- 9) That Ld. Authority is prayed to direct the respondent company to accept the balance sale consideration to reach the milestone of 95 % payment of total sale consideration within 90 days of execution of BBA*
- 10) That Ld. Authority is prayed to Award the costs of this complaint in favor of the Complainant and against the Respondents. Cost of Litigation is 75,000/- (Seventy five thousand only). (Justification in Para 32 of this complaint.*
- 11) It is also prayed to Ld. Authority may pass any order in favour of Complainant in the interest of Justice*


2. Upon perusal of the complaint and the reliefs sought, it is observed that none of the reliefs claimed by the complainants fall within the ambit of this Authority under the RERD Act, 2016.



3. During hearing, the counsel for the complainant was made aware of this fact and was asked specifically, the sections of the RERD Act, 2016 under which the reliefs claimed lie. Also, whether any relief has been specifically claimed under the RERD Act. The counsel could not provide any detail of any relief falling under the RERD Act, 2016.

5. In view of the aforesaid observation, Authority observes that the complaint is not maintainable before the Authority. Accordingly, present complaint stands dismissed as non-maintainable.

6. File be consigned to record room after uploading of this order on the website.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]