



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	745 of 2024
Date of filing:	31.05.2024
First date of hearing:	06.08.2024
Date of decision:	11.09.2025

Rajni Devi
W/o Sh. S.B. Bansal,
R/o G-89, Punjabi Colony, Narela,
Delhi- 110040

Versus

.....COMPLAINANT

1. M/s. Mera Baba Real Estate Pvt Ltd
551, Tower- B, Aggarwal Cyber Plaza,
Netaji, Subhash Palace, Pitampura,
Delhi- 110034.
2. Rama Krishna Buildwell Pvt Ltd.
B-89, Second Floor, Wazirpur Industrial Area,
Delhi – 110052

....RESPONDENTS

CORAM: **Parneet S Sachdev**
 Nadim Akhtar

Chairman
Member

Present: - None appeared on behalf of complainant and respondents.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Present complaint has been filed on 31.05.2024 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made there under, wherein, it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	"Divine City", Nh-1 Ganaur, Haryana.
2.	Plot no. and area	D-348, measuring 512 Sq. Yds.
3.	Date of allotment	20.05.2013
4.	Date of Builder Buyer Agreement/ Agreement to Sell	01.05.2013
6.	Date of Conveyance Deed	24.05.2013
7.	Total sale price	₹ 57,84,000/- (As per amount



		in Conveyance deed dated 24.05.2013)
8.	Amount paid by complainant	₹60,00,000 (as per receipts attached with complaint file.)

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of the present complaint are that the respondent no. 1 is a company engaged in the business of Real Estate and is the promoter of a residential project titled "*Divine City*", situated at Village Barhi and Garhi Kesari, Tehsil Ganaur, District Sonapat, Haryana whereas respondent no. 2 is a developer of the project in question.
4. That the respondents issued advertisements for its project and relying upon its representations, the complainant approached the respondents in April 2013 with the intent to book a plot in the aforesaid project.
5. That the complainant asserts that after receiving numerous assurances from the respondents, the complainant decided to purchase a plot in the aforesaid project and made upfront payment of ₹60,00,000/- vide Cheque No. 852782 and 85273. A copy of the payment receipt is annexed as **Annexure C-1** in complaint file.
6. That on 01.05.2013, a Builder Buyer Agreement was executed between the complainant and Respondent No. 1 in respect of the aforesaid plot. A copy of



the said agreement dated 01.05.2013 is annexed as Annexure C-2 in complaint file.

7. Further, the complainant was allotted plot no. D-348 admeasuring 512 sq. yds vide allotment letter dated 20.05.2013. A copy of the allotment letter dated 20.05.2013 is annexed as Annexure C-3.
8. That on 24.05.2022, the complainant has submitted that sale/ conveyance deed was executed and registered between the complainant and the respondent no. 1 acting on behalf of respondent no. 2. A copy of the conveyance deed dated 24.05.2022 is annexed as Annexure C-4.
9. That the complainant submits that at the time of the purchasing of the plot, she had requested respondents to allot a corner plot for which she was asked a higher price and the same was duly paid by her.
10. That the respondents had specifically represented her that the plot would be surrounded by wide and spacious roads on three sides. Specifically, a service road was promised on the southern side, a 24-meter-wide road on the eastern side, and a 12-meter-wide road on the western side. That these specifications are explicitly mentioned on Page-7 of the Sale/Conveyance Deed
11. Further, that the respondents had shown a layout plan to the complainant before she had agreed to purchase the plot and the said layout plan also



explicitly laid out these specific conditions for the roads and area around the plot. Copy of the layout plan is annexed as annexure C-5.

12. The complainant states that at the time of purchase and allotment of the plot, the project was still under construction and the respondents had assured the complainant that the construction would be in accordance with the standards and specifications promised by them within a year. However, the project remained stagnant for a long time.
13. The complainant states that despite repeated attempts to contact the respondents to enquire about the progress but no satisfactory response was received. Upon visiting the site, she discovered that no service road had been constructed on the southern side of her plot. Instead, a building/structure had been erected in that space. She further submits that the plot is only open from the east and west sides, and even those roads are not as per the assured dimensions. The complainant alleges that the road on the east is significantly narrower than 24 meters, and the road on the west is narrower than 12 meters and has numerous pot holes.
14. That even after a decade of purchase of her plot no basic amenities have been constructed due to which the property is uninhabitable.
15. Aggrieved by these deficiencies, the complainant approached respondent no. 2, who merely offered to refund the maintenance charges. However, the



complainant contends that such a refund does not adequately address her grievances and has, therefore, approached this Authority for appropriate redressal.

C. RELIEF SOUGHT

Complainant has sought following reliefs:

- a) Direct the Respondent to provide a similar corner plot with exactly the same specifications/ conditions in relation to the area around the said plot and all the basic amenities already promised to the Complainant.
- b) Direct Respondents to pay a sum of Rs.10,00,000/- to Complainant as compensation for unfair trade practices.
- c) Direct Respondents to pay a sum of Rs. 10,00,000/- to Complainant as compensation for mental harassment and anxiety.
- d) Direct Respondents to pay a sum of Rs.2,00,000/- to Complainant as reimbursement of legal expenses.
- e) Direct Respondents to pay a sum of Rs. 5,00,000/- to Complainant as interim compensation.
- f) Pass such other orders as this Hon'ble Tribunal deems fit in the interest of justice.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

16. As per office record, a notice dated 03.06.2024 was issued to the respondents for filing reply. Same got delivered to respondent no. 1 successfully on 05.06.2024. Further, notice was issued to the respondent no.2 on 27.06.2024, however same could not be delivered. However, on 06.08.2024, Mr. Ranjeet Mishra appeared on behalf of respondent no. 1 and respondent no. 2. Today is fifth hearing of the case. Respondent has not filed its reply till date neither appeared before this Authority. In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent's defense and proceed to decide the present complaint ex-parte.

E. ISSUES FOR ADJUDICATION

17. Whether complainant is entitled to the reliefs sought or not?

F. OBSERVATIONS AND DECISION OF THE AUTHORITY

18. On perusal of the documents placed on record, it is pertinent to note that the complainant has approached this Authority to direct respondent to provide a similar corner plot with exactly the same specifications in relation to the area around the said plot and all the basic amenities already promised to the Complainant.

19. Authority observes that allotment of plot no. D-348 having area of 512 sq. yds was made by respondent in favour the complainant vide allotment letter dated 20.05.2013. Following which builder buyer agreement was executed between the complainant and respondent on 01.05.2013 for the same plot D-348 having an area of 512 sq. yds. In furtherance of it, conveyance deed in respect of plot in question was executed in favour of complainant on 24.05.2022.
20. At this stage, it would be relevant to refer to the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016, which outlines the statutory remedies available to an allottee in case of default by the promoter.

The said provision is reproduced below-

"Section 18- Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

21. From the bare reading of Section 18 of the Real Estate (Regulation and Development) Act, 2016, it is evident that the scope of remedies contemplated therein are limited, i.e, -

- (i) Refund of the amount paid along with interest and compensation, in case the allottee wishes to withdraw from the project;
- (ii) Possession of the property along with interest for every month of delay, if the allottee does not wish to withdraw; and
- (iii) Compensation in case of defective title or breach of any other obligation by the promoter.

22. In the present complaint, it is admitted position on record that the complainant was allotted the plot in question on 20.05.2013 following which a builder buyer agreement was also executed and ultimately, a registered conveyance deed was executed on 24.05.2022. Thus, by executing the registered conveyance deed without any recorded objection, the complainant



has not only accepted the possession but also affirmed ownership of the allotted plot, thereby concluding the transaction in respect of the subject property.

23. Moreover, the present complaint does not seek refund of the amount paid under the agreement, nor does it seek interest for delay in handing over possession. Complainant also has not disputed the fact that the plot in question has been conveyed to her. Rather, the relief sought is for the re-allotment of a new corner plot with identical road specifications and surrounding amenities, purportedly as promised at the time of booking. It is pertinent to note that the complainant is seeking specific performance in the nature of substitution of the allotted and registered plot with another plot of similar dimensions and features. However, the scope of jurisdiction of this Authority is statutorily confined to the reliefs expressly contemplated under the Act. The Authority cannot, under the guise of redressal, direct the promoter to allot an entirely new plot, especially after the execution of a registered sale deed, as this would go beyond the scope of relief permissible under Section 18.
24. The complainant has also alleged non-fulfilment of promises regarding the development of surrounding roads and provision of basic amenities, as reflected in the layout plan and the conveyance deed. She has also sought



compensation under various heads, i.e, of ₹10,00,000/- each on account of unfair trade practices and mental harassment, ₹2,00,000/- towards legal expenses, and ₹5,00,000/- as interim compensation. It has been alleged that the complainant suffered mental agony and has not been provided with the services as promised. In this context, it is relevant to note that while such allegations may amount to a breach of obligations under the Act or the agreement, and may give rise to a claim for compensation but does not entitle the complainant to seek substitution of the allotted plot, which is not a remedy contemplated under the Real Estate (Regulation and Development) Act, 2016. This Authority is not vested with the jurisdiction to adjudicate upon claims for compensation and litigation expenses.

25. In this regard, Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the

complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses.

26. In view of the above, the Authority is of the considered opinion that the relief sought in the present complaint, namely the reallocation of a different plot, is beyond the statutory remedies available under Section 18 of the Act. Accordingly, the complaint is found to be devoid of merit and not maintainable to that extent. In case there is an agreement regarding the specific plot as stated by the complainant, for enforcing specific performance, the RERA is not the appropriate forum.
27. In view of above-mentioned terms, Authority concludes that present complaint filed by the complainant is hereby dismissed for the reasons stated in the aforesaid paragraphs. **Disposed of as dismissed.** File be consigned to the record room after uploading of the order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]



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PARNEET S SACHDEV
[CHAIRMAN]