



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

<b>Complaint no.:</b>	657 of 2024
<b>Date of filing:</b>	14.05.2024
<b>First date of hearing:</b>	30.07.2024
<b>Date of decision:</b>	15.01.2026

Amarjit Kaur  
W/o Sh. Darshan Singh  
R/o Flat no. 312, Airlines Apartment, Plot no. 5  
Sector-23, Dwarka, Delhi- 110077  
Versus

.....COMPLAINANT

- 1. BPTP Ltd**  
OT-14, 3<sup>rd</sup> Floor, Next Door, Parklands, Sector-76,  
Faridabad, Haryana-121004.
- 2. Department of Country & Town Planning, Faridabad**  
DTP, Planning Faridabad, Room no. 116, Ground floor,  
HSVP Complex, Section 12, Faridabad.

....RESPONDENTS

<b>CORAM:</b>	Parneet Singh Sachdev	<b>Chairman</b>
	Nadim Akhtar	<b>Member</b>
	Chander Shekhar	<b>Member</b>

A handwritten signature in black ink, appearing to read "Parneet Singh Sachdev".

**Present:** - Adv. Vaibhav Mahajan, Counsel for complainant through VC.

Adv. Tejeshwar Singh, Counsel for the respondent no. 1 through VC.

None for respondent no. 2.

### **ORDER (PARNEET S. SACHDEV-CHAIRMAN)**

1. Present complaint has been filed on 14.05.2024 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 & location of project scheme	“Parklands, Sector-76, Faridabad”
2.	RERA registered/not registered	Un- registered

3	Plot no.	W-6-27
4.	Plot area	304 sq. yds as per conveyance deed dated 11.03.2016.
5.	Date of Allotment Letter	05.07.2007
6.	Date of BBA	Not disclosed.
7.	Basic/Total Sale Price	₹41,48,080/-
8.	Amount paid by complainant	₹38,72,681/-
9.	Conveyance Deed in favour of complainant	11.03.2016
10.	Date of sale to third party (current owner-Ms. Rekha Sharma)	09.03.2023

#### **B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT**

3. In the year 2007, complainant had booked a residential plot number W-6-27 (hereinafter referred to subject property) having area of 304 sq yds. in BPTP 'Parklands' situated in Sector-76, Faridabad vide allotment letter dated 05.07.2007. Conveyance deed dated 11.03.2016 in relation to the subject property was finally executed in favour of the complainant by the respondent. Copy of conveyance deed is attached at page 36 of complaint. Thereafter, complainant sold off the subject property to one Mrs. Rekha Sharma vide sale deed dated 09.03.2023.

4. That by virtue of Section 2 (d) of the RERA Act,2016 the complainant falls within the definition of an allottee and being the first allottee, it is the

complainant herein who can enforce her legal rights and prosecute the respondent for the cause of action which has arisen in favour of complainant.

5. That Mrs. Rekha Sharma has under oath through affidavit affirmed that in case any amount is refunded against EEDC and taxes etc. , it shall go to the complainant. Copy of the affidavit is annexed as Annexure-2.
6. That the Respondent No. 1 i.e. BPTP Limited is the builder by whom the Allotment Letter dated 05.07.2007 was issued for the subject property and by whom the illegal and unlawful amounts were charged. The Respondent No. 2 i.e. the Department of Town & Country Planning, Faridabad is the department with whom the EEDC and other charges were to be deposited. As such, both are proper and necessary parties.
7. The Complainant booked the subject property ad-measuring 304 sq yds, with the respondent No. 1 in their project named 'BPTP Parklands'. The Complainant had decided to book the subject property because the respondent No. 1 had represented to the Complainant that they had obtained approval for the sanction plan for the said residential colony. However, it came to the knowledge of the Complainant at the time of signing of the conveyance deed that the approval was received only on 10.05.2011.
8. The total and final sale price of the subject property was agreed to be Rs. 37,29,776/- (Rs. 32,83,200/- for Basic Sale Price (BSP) in which an

amount of Rs. 3,11,296/- for EDC i.e. External Development Charges (hereinafter referred to as 'EDC) and Rs. 1,36,280/- for IDC i.e. Internal Development Charges (hereinafter referred to as 'IDC) was included.

9. The complainant duly made each and every payment as and when demanded by the respondent no. 1. However, the date of possession for the subject property was delayed beyond the stipulated period. Additionally, the respondent No. 1 kept on raising demands for balance amounts and the Complainant duly kept on paying to the respondent No. 1.
10. In 2013, the complainant received a letter dated 01.07.2013 wherein the respondent No. 1 demanded an extra sum of Rs. 4,18,304/- towards the Enhanced EDC (hereinafter referred to EEDC). It is pertinent to mention herein that as on date, the complainant had already paid a sum of Rs. 38,72,681/- (amount over and above BSP) to the respondent No. 1. This demand of an extra exorbitant amount of Rs. 4,18,304/- came as a shock to the complainant and while she was contemplating whether such amount should form part of the Basic Sale Price and she should agree to pay it, the respondent No. 1 sent another letter dated 04.10.2013 titled 'most urgent reminder notice' to pay the said amount of EEDC along with other charges while openly threatening to cancel allotment in case of non-payment of

EEDC and other charges, as demanded. Copy of the letters dated 01.07.2013 and 04.10.2013 is annexed herewith as Annexure - 3.

11. Therefore, the complainant agreed to pay this amount under threat, worry and apprehension that the execution of the conveyance deed in favour of the complainant was already being delayed by the respondent No. 1 and in case the complainant would have disputed the payment of this amount for EEDC, further delay would have been caused and the allotment might have been cancelled. The payment of the said amount along with other charges was made on 30.12.2013.
12. That vide order dated 19.03.2013, the Hon'ble High Court of Punjab & Haryana had stayed the operation of governmental orders requiring payment of EEDC in CWP No. 5835 of 2013 titled as Balwan Singh V/s State of Haryana and thus it was a settled position as on 19.03.2013 that no such EEDC was payable. Despite of this order being in public knowledge in public domain, the respondent no. 1 illegally and unlawfully charged the EEDC amount from the complainant under coercion, threat and pressure which also amounts to deficiency in service on their part.
13. Consequently, Director General, Town and Country Planning, Faridabad (hereinafter referred to as 'DGCTP/ Respondent No. 2') also issued an Order dated 07.11.2013 stating that the department is not insisting on payment of

EEDC in view of the said stay order and all licensees including the respondent no. 1 were directed to make sure that no violation of this order is committed and no such amount is being collected from the allottees. It further directed that in the event, any such amount has already been collected by the colonizer from the allottees the same should be deposited with the department without any delay. Copy of the order dated 19.03.2013 by P&H High Court and order dated 07.11.2013 by DGCTP is annexed herewith as Annexure - 4.

14. However, the Respondent No. 1 in complete violation of the aforesaid order dt. 19.03.2013 passed by Hon'ble High Court of Punjab & Haryana and order dt. 07.11.2013 passed by the Respondent No. 2, continued to harass, extort and black-mail the complainant to deposit the EEDC until the complainant was ultimately, forced, to pay the said sum of 4,18,304/- on 30.12.2013 vide receipt no. 2013/140002426 of even date. Copy of the receipt is annexed herewith as Annexure - 5.
15. It is pertinent to mention that the Complainant, before making the above-said payment, has duly informed the respondent about this order of the Hon'ble High Court. However, the respondent blatantly chose to ignore it and as stated herein above, the complainant had to make the payment under pressure and threats from the respondent no. 1.

16. That the complainant had personally visited the office of the respondent No. 1 after making the payment and before the execution of the conveyance deed also, to claim for refunds in pursuance of the order of the Hon'ble High Court of Punjab & Haryana and the Notification of the respondent no. 2. However, when no response was received, she wrote letters dated 20.10.2015, 01.11.2015, 02.11.2015 which were received by the respondent no. 1 by hand and bears their receiving as well with remarks 'Refund subject to receipt of Bank Guarantee/ FD against EEDC' and 'Already under process'. Further, email dated 18.11.2015 which was duly acknowledged vide email dated 17.12.2015. It is submitted by the complainant that she was always ready and willing to provide a Bank Guarantee to the respondent No. 1, as demanded, however, the respondent no. 1 kept delaying the same. Copy of the said letters and emails is annexed herewith as Annexure-6 (Colly.).

17. Thereafter, in the year 2016, the respondent no. 1 finally came forward to get the conveyance deed of the subject property registered in the name of the complainant, and, as such, the Conveyance Deed dated 11.03.2016 was executed in favour of the Complainant. Copy of the Conveyance Deed dated 11.03.2016 is annexed herewith as Annexure-7.

18. That before the execution of the above said Conveyance Deed, the respondent no. 1 had charged a sum of Rs. 1,83,000/- claiming that this will be used

towards the payment of stamp duty. However, a stamp duty of Rs. 1,25,000/- (evident from the copy attached with this complaint) has been paid for the said Conveyance Deed and therefore, the respondent no. 1 was obligated to refund the excess amount of Rs 58,000/- that was so collected from the complainant as reimbursement for purchasing stamp duty, however, the respondent no. 1 has cleverly misappropriated the complainant's money by wrongfully adjusting it towards some ambiguous and unjustified holding and delayed payment interest charges.

19. In addition to the above, the respondent has also charged a sum of 2,70,089/- as electrification and STP charges over and above the aforesaid sale consideration vide their same letter dated 01.07.2013.
20. That complainant regularly and without fail kept corresponding with the Respondent No. 1 regarding levying of such illegal, unlawful and untenable charges via email and letters till the year 2023, however, a vague and evasive response was received by the respondent no. 1 saying that, 'This is not excess amount and since the registration has already been done and books already closed this change is not possible as on date' and 'since registration has already been done six years back, can't refund.'
21. That complainant had to sell the subject property in the year 2023, on account of severe financial and personal hardships, however, she reserved the right to

claim and receive the said refunds from the respondent no. 1, by virtue of an affidavit under oath dated 09.03.2023, executed by the new buyer in favour of our client, as detailed out in the initial paragraphs of this complaint.

22. That complainant had written various emails to the respondent no. 1 in this regard (refund of excess amount). However, it was told to the Complainant that refund cannot be processed now because the property has been sold by her. It is pertinent to mention herein that the excess amount of EEDC, Excess Stamp Duty, Electrification and STP was not a part of the Basic Sale Price at the time of Conveyance Deed and hence, it is bound to be refunded to the Complainant only. The copy of the complete email correspondences sent in the 2023 and 2024 along with replies of Respondent No. 1 and 2 is attached herewith as Annexure - 9 (Colly).
23. That a legal notice dated 04.01.2024 was sent to the respondent no. 1 and its MD and Director via Email dated 04.01.2024 and courier dated 04.01.2024. However, no response was received thereby compelling the complainant to file the captioned complaint.
24. Therefore, in total, the complainant has ended up paying a total amount of Rs. 7,46,393/- over and above and in excess, details of which are herein below:

Sr. No.	Particulars	Excess Amount
1.	Enhanced External Development Charges	Rs 4,18,304/-

2.	Excess Stamp Duty	Rs 58,000/-
3.	Electrification & STP	Rs 2,70,089/-
	Total Excess Amount paid=	Rs 7,46,393/-

25. Accordingly, in view of the above enumerated facts and circumstances, the complainant is claiming a total sum of Rs. 7,46,393/- along with an interest @ 18% per annum from the date of payment of the said amount i.e. from 30.12.2013 till its realisation. Further, it is submitted that the complainant is ready and willing to furnish a Bank Guarantee to the respondent no. 1, in case the amount is still with them for EEDC, to get refund for it.

26. Complainant in support of its claim had filed written arguments in registry on 13.01.2026 wherein it has been stated that complainant duly falls within the definition of allottee as provided under Section 2 (d) of RERA Act, 2016. In support, judgement dated 06.04.2022 passed by U.P Real Estate Appellate Tribunal in Appeal no. 169/2021 is relied upon. Further, he stated that RERA nowhere provides any timeline for availing reliefs thereunder and the Limitation Act is not applicable to RERA. In respect of stamp duty, it is stated that respondent no. 1 demanded Rs 1,83,000/- as stamp duty for conveyance deed which was paid by the complainant and receipts dated 28.08.2008 for Rs 1,11,893/- and 30.12.2013 for Rs 71,107/- as payment for stamp duty have also been issued. However, a stamp duty of only

Rs 1,25,000/- has been paid while execution of the conveyance deed. As such, payment of illegal charges were made under coercion as respondent no. 1 threatened to cancel the allotment.

#### **B. RELIEF SOUGHT**

Complainant has sought following reliefs:

- a. Direct the Respondent No. 1 and 2 to disclose and inform in whose custody and possession the amount charged for EEDC to the tune of Rs. 4,18,304/- and furnish evidentiary documents with respect to same; and
- b. Direct the Respondent No. 1 to refund the amount of Rs. 4,18,304/-charged for EEDC @ 18% per annum from the date of payment i.e. 30.12.2013 till its realisation, to the Complainant, in case the same is still in their possession and custody for which the Complainant is ready and willing to furnish a Bank Guarantee; and
- c. Direct the Respondent No. 1 to refund the amount of Rs. 58,000/-charged as excess stamp duty @ 18% per annum from the date of payment i.e. 30.12.2013 till its realisation, to the Complainant; and
- d. Direct the Respondent No. 1 to refund the amount of Rs. 2,70,393/-charged illegally for the Electrification and STP @ 18% per annum from the date of payment i.e. 30.12.2013 till its realisation; and



e. Pass any other orders/ directions as deemed fit and proper by this Hon'ble Adjudicating Authority.

**C. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Respondent no. 1 had filed its reply on 07.04.2025 stating therein:

27. That complainant was a subsequent allottee in whose name the unit was endorsed by Agreement to Sell dated 30.06.2008. At present, the complainant has sold the property to one Mrs. Rekha Verma vide sale deed dated 09.03.2024 (as per the information provided by the complainant in complaint) and hence, it is not an allottee. Thus, has no locus standi to file the present complaint.

28. That the current owner of the property Mrs. Rekha has deposed the affidavit dated 09.03.2023 stating that EDC/IDC amount is a security amount paid by the complainant/seller and court case against the EDC/IDC is still pending. That this statement is false as the complainant has filed the present case for the refund of EDC/ID only on 02.05.2024.

29. Respondent completed the project and received partial completion certificate on 09.09.2010. Thereafter, validly issued letter of possession on 01.07.2013. Despite receipt of said offer, the complainant failed to come forward to take possession by making balance payment. Respondent had issued various reminders, copy of which are annexed as Annexure R-5.

30. That after handing over of the possession, the complainant executed indemnity cum undertaking dated 02.11.2015. As per the Indemnity cum Undertaking the complainant undertook that they have no claim of size, measurement and location, services of the plot and they shall pay all the statutory taxes, liabilities or charges related to the said plot. Copy of Indemnity cum Undertaking is annexed as Annexure R-6.

31. That finally on 24.02.2016, the conveyance deed was executed between the parties which being the end to all the rights and obligations between the parties. At the time of execution of the conveyance deed, the complainant admitted that the possession was taken over by him only after the complete satisfaction of the unit with regards to the item of works, quality of workmanship, material, specification, Fitting and fixture and had also clarified that no claim, whatsoever be raised in the future.

32. That it is an established principle of law that the law assists for those who are vigilant to protect their rights. The doctrine of delay and laches provides that all claims should be brought before the respective courts/forums within reasonable time frame and no litigant who approached court/forum belatedly without any justifiable explanation should be allowed to seek benefit of his negligence, similar genesis flows from the provisions of Limitation Act, 1963.

33. That it is submitted that after offer of possession dated 01.07.2013 and sale deed is executed on 24.02.2016, no cause of action remains. That the present complaint is filed on 02.05.2024 (date of Proforma-B). Present complaint has been filed after a delay of 8 years 3 months. Present complaint being grossly barred by limitation, should be dismissed. No individual should be allowed to take recourse of law at his own whims and fancies.

34. Admittedly, no allegation has been levelled by the complainant that conveyance deed has been executed under coercion or by any unfair means which further substantiates that the agreement between the parties has come to an end and all the obligations of the respondent have been concluded in full satisfaction. It is a fundamental principle of law that a concluded contracts cannot be reopened as it would lead to endless litigation.

35. That the complainant has wrongly sought the refund of alleged excess BEDC, Stamp Duty and Electrification and STP charges. However, the same cannot be allowed under any circumstance whatsoever. That these charges for part of the PBA and voluntarily agreed and accepted by the complainant. Complainant voluntarily paid these charges and cannot at a later stage claim it back. Complainant has no right for refund as the property is already sold to the next person and the purchaser has not been made party to the present case for proper adjudication.



36. As per office record, respondent no. 2 has neither put in appearance nor filed its reply.

#### **E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT**

37. Ld. Counsel for complainant relied upon definition of allottee -Section 2 (d) of RE (R&D)Act,2016 and pressed upon refund of claimed amounts in terms of provisions of the Act. In rebuttal, Ld. Counsel for respondent reiterated the submissions made in reply and argued that no cause of action survives in favour of complainant to file the present complaint.

#### **F. ISSUES FOR ADJUDICATION**

38. Whether complainant has locus standi to file the complaint after the delay of 8 years from cause of action or not?

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

#### **G. OBSERVATIONS AND DECISION OF THE AUTHORITY**

40. Factual matrix of the case is that complainant had been allotted a plot no. W-6-27, 304 sq. yds vide allotment letter dated 05.07.2007. Possession of the plot was offered by the respondent on 01.07.2013. Conveyance deed for the plot in question got executed in favour of complainant on 11.03.2016. Thereafter, allotment rights/ownership of the plot in question was sold off by complainant to subsequent allottee, i.e. Mrs. Rekha on 09.03.2023. Present complaint has been filed on 14.05.2024, i.e. after delay of approximately 8 years from

execution of conveyance deed and one year after sale of the unit. Grievance of the complainant herein is that amount paid by her on account of EEDC, Electrification and STP charges and excess stamp duty were not payable to respondent. Hence, complainant is claiming refund of these charges with interest.

41. After considering contentions and requisite documents, two issues arises before the Authority for consideration:
  - a. Whether the complainant herein falls within the definition of allottee as per Section 2 (d) of the RE (R&D)Act,2016 ?
  - b. Whether on the date of filing of complaint any cause of action to claim with regard to refund of charges survived in her favour?
42. Admittedly, plot in question stands sold to third party, i.e. Mrs. Rekha (subsequent allottee) on 09.03.2023. Now, complaint was filed on 14.05.2024 by the complainant who is actually an erstwhile allottee, seeking refund of excess charges to tune of Rs 7,46,393/- . No doubt that complainant at a time, before sale of her unit was an allottee of respondent no. 1. Payments were duly made by her in year 2013 without raising any objection. Moreover, no proof of coercion as claimed by complainant in its pleading is placed on record. Further, as per provisions of Section 2 (d) of the RE (R&D)Act,2016 which is reproduced as under:-

*"2(d) allottee- in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

43. Referring to the aforesaid provision, following are the allottees as per this definition:-

- a. Original allottee: A person to whom a plot, apartment or building as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter. However, once this original allottee relinquishes all rights in the property after a sale, he/she no longer remains an 'allottee'.
- b. Subsequent allottee: Allottees after subsequent transfer from the original allottee. A person who acquires the said allotment through sale, transfer or otherwise.
- c. However, allottee would not be a person to whom any plot, apartment or building is given on rent.

44. In captioned complaint, the complainant does not fall under any of the categories specified above as allotment rights qua plot in question already stands transferred in favour of Mrs. Rekha (subsequent allottee). After transfer,

the complainant does not have any right, title or interest in the said unit. If indeed, the complainant, after selling the property, could still be considered as an allottee, then not only the rights, but also the duties as per Sec 19 of the Act would be hers. The builder/promoter could also charge her any pending payments as per BBA. This is not the intent of the RE(R&D) Act,2016. This position is fortified by the order in *Paramjit Kaur Gill vs. M/s Puma Realtors Pvt. Ltd., State Consumer Disputes Redressal Commission (Punjab & Chandigarh) Order dated 01.04.2016*. Further fortified by the order of RERA Gurugram in complaint no 5759 of 2022 in *Rahul Saxena and another vs ST. Patricks Realty*.

Besides this, it is pertinent to mention here that the cause of action for the present complaint arose in the year 2013, when the complainant allegedly made payments to the respondent. However, at that time, the complainant did not file any complaint against the respondent and rather proceeded further for execution of conveyance deed on 11.03.2016. The present complaint has been filed more than a decade after the alleged payments were made, and that too after transferring of title/ownership of allotment rights to subsequent allottee Mrs. Rekha in year 2023. Such inordinate delay attracts the principle of delay and laches squarely.

45. In light of above, Authority concludes that in present complaint, there is no *locus standi* with the complainant. The complaint stands dismissed for the reasons stated in the aforesaid paragraphs. **Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.

  
CHANDER SHEKHAR  
[MEMBER]

  
NADIM AKHTAR  
[MEMBER]

  
PARNEET S. SACHDEV  
[CHAIRMAN]