

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.550 of 2026

Date of Decision: October 09,2026

Gaurav Mahani, R/o 84-85, Guru Ram Dass Nagar, Laxmi Nagar, Main Market, New Delhi-110092

Appellant

Versus

M/s BPTP Ltd., Regd. Office at M-11, Middle Circus, Connaught Circus, New Delhi-110001

Respondent

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Hitendra Kumar Nahata, Advocate with
Ms. Richa Kakria, Advocate for the appellant.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 05.02.2026 passed by the Authority¹, operative part whereof reads as under:

“I. DIRECTIONS OF THE AUTHORITY

41. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the entire amount of Rs.2,99,051/- with interest of Rs.4,74,720/- to the complainant. It is further clarified that respondent will remain liable to pay interest to the complainant till the actual realization of the above said amount.

¹ Haryana Real Estate Regulatory Authority, Panchkula

(ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of the Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

42. Disposed of. File be consigned to record room after uploading on the website of the Authority.”

2. It appears that a project in the name and style of ‘Park Elite Premium’, Faridabad was floated by the respondent-promoter. The appellant was allotted a unit therein vide allotment letter dated 16.12.2009. BBA was executed between the parties on 05.01.2011. Total sale consideration of the unit was Rs.22,80,997/-, out of which, the appellant-allottee remitted an amount of Rs.5,27,150/-. Taking the date of execution of agreement, due date of possession was 05.01.2014. As the appellant-allottee failed to adhere to the payment schedule despite notice/reminders by the respondent-promoter, the unit was cancelled on 31.05.2011. The appellant-allottee invoked the jurisdiction of the Authority by filing a complaint before the Authority on 11.08.2023 seeking refund of the paid-up amount along with interest or in the alternative, possession of the unit.

3. After hearing the rival contentions of the parties, the Authority disposed of the complaint by issuing the directions, as reproduced in the opening paragraph of this order.

4. Counsel for the appellant has assailed the order. According to him, the Authority has erred in directing deduction of 10% of the sale price from the refundable amount.

5. We have heard learned counsel for the appellant and given careful thought to the facts of the case.

6. A perusal of the record shows that the appellant was allotted a unit on 16.12.2009. Due date of possession was 05.01.2014. As the appellant-allottee failed to pay the outstanding amount, the respondent-promoter issued notices/reminders to him to make payment. The notices/reminder issued by the respondent-promoter have been reproduced in a chart by the Authority in paragraph 33 of its order. The respondent-promoter terminated the unit on 31.05.2011. Present complaint was preferred by the appellant in the year 2023 (i.e. after lapse of about 12 years from the date of cancellation). The main challenge by the appellant is that the Authority ought not to have directed deduction of 10% of the sale price from the refundable amount. However, from the date of allotment of the unit and cancellation thereof, it appears to be a pre-RERA project.

7. The present appeal, thus, does not survive and is hereby dismissed.

8. Copy of this order be sent to the parties/their counsel and the Authority.

9. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 09,2026/mk