HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1617 OF 2024

Puran Singh ....COMPLAINANT(S)

VERSUS

1.BPTP Ltd.
2. Countrywide Promoters Pvt Ltd ....RESPONDENT(S)

CORAM:		
	Parneet Singh Sachdev	**Chairman**
	Nadim Akhtar	**Member**
	Dr. Geeta Rathee Singh	**Member**

Date of Hearing: 01.10.2026

Hearing: 5th

Present: - Mr. Gaurav Gupta, Counsel for complainant through VC.
Mr.Tejeshwar Singh, Counsel for the respondent through VC.

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Today, Ld. counsel for complainant stated that conveyance deed for the unit in question i.e. P-17-FF, 876 Sq. ft. situated in project- Park Elite Floors, Parklands, Faridabad has already been executed in favor of complainant on 01.02.2024. He is pressing for relief clause (v), (vi) and (vii) of the reliefs sought.

2. Ld. counsel for respondent stated that reliefs sought in specific are for compensation, hence, same is not maintainable before this Authority.

3. Perusal of file reveals that complainant has sought following reliefs:-

i. In the event that the registration has been granted to the Respondents-Promoters for the project namely 'Park Elite Floors', Sector-75 in Faridabad, Haryana under RERA read with relevant Rules, it is prayed that the same may be revoked under Section 7 of the RERA for violating the provisions of the RERA.

ii. In exercise of powers under section 35, direct the Respondents-Promoters to place on record all statutory approvals and sanctions of the project;

iii. In exercise of powers under section 35 OF RERA AND RULE 21 OF HRE(R&D) RULES, 2017, to provide complete details of EDC/EEDC and statutory dues paid to the Competent Authority and pending demand if any;

iv. Direct the Respondent No.1 & No.2 to after calculating the delay compensation amount and EEDC amount charged by them and also adjust the difference of basic sale price mentioned in the agreement and statement of accounts return to the complainant.

v. Direct the Respondent No.1 and No.2 to pay compensation for the delayed period in handing over the physical possession of the allotted floor with interest @18% p.a. on the deposited amount in addition to Rs.5/- per Sq. ft. per month of the Super/Built-up Area of the allotted floor starting from the expiry of 30 months (Clause 4.1 & 4.3 of the 'Floor Buyer's Agreement').

vi. Direct the Respondent No.1 and No.2 to pay compensation of Rs.5,00,000/- on account of harassment, mental agony and undue financial hardship caused to the Complainant on account of deficiency in service, delay in completing the construction of the allotted Floor and unfair trade practices;

vii. The complainant may be allowed with costs and litigation expenses of Rs.25,000/-;

viii. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

4. In this regard, it is observed that the relief claimed by the complainant is of compensation and hence, the same is not maintainable before the Authority. As such, the complainant- allottee is entitled to claim

compensation under Sections 18(3) of the RERA Act. 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,), Hon'ble Supreme Court of India 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.

5. Therefore, the present complaint is dismissed as non maintainable.

6. Case is **disposed of**. File be consigned to record room after uploading of the order on the website of the Authority.

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DR .GEETA RATHEE SINGH
[MEMBER]

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NADIM AKHTAR
[MEMBER]

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PARNEET S. SACHDEV
[CHAIRMAN]