BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM.

Complaint No. 3376 of 2026
Date of Decision: 12.10.2026

Mr. Hari Kishor Sahu, R/o H. No. N-1705, BPTP Spacio, Sector-37D, Gurugram, Haryana-122006.

....Complainant.

Versus

1. M/s BPTP Limited having Registered Office at OT-14, 3rd Floor, Next Door Parklands, Sector-76, Faridabad-121001, Haryana and
2. M/s Business Park Maintenance Services Private Limited, having R/o at M11, Middle Circle, Connaught Circus, New Delhi, Delhi-110001.

....Respondents.

APPEARANCE

For Complainant: **Ms. Deepika Yadav, Advocate.**
For Respondents: **Mr. Venket Rao, Advocate.**

ORDER

This is a complaint filed Mr. Hari Kishor Sahu, (allottee), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against BPTP Ltd. etc. (promoter/ developer).

2. Briefly stated, according to the complainant, he is law-abiding citizen. On 12.08.2019 he (complainant) was allured by an

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enamoured advertisement of the respondent and believing the plain words of respondent in their good faith, he (complainant) booked a unit in the respondent's project "Spacio", situated at Sector-37D, Gurugram and vide allotment letter dated 12.08.2016 he (complainant) was allotted of unit bearing no. N-1705, admeasuring tentative area of 1,855 sq. ft. However, the said allotment letter is not as per the prescribed formant provided by the Act, the said allotment letter did not disclose the carpet area of the allotted unit neither did it provided any due date of possession.

3. That on 13.08.2019 he (complainant) paid a booking amount of Rs.4,00,000/-, which was duly acknowledged by the respondent vide receipt no. 2019/1400001843 dated 13.08.2019. The respondents failed to execute any written agreement for sale despite repeated requests made by him (complainant). Nevertheless, the respondents raised a demand of Rs.28,00,000.34/- vide payment request letter dated 27.08.2019 and thereafter issued an account statement-cum-demand letter dated 05.12.2019 without executing any agreement for sale, which is in clear violation of Section 13 of the Act.

4. That thereafter, the respondents issued a final demand notice dated 22.01.2020, seeking to impose delayed payment interest

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@ 10% per annum upon him (complainant), despite the respondents themselves being in fundamental breach of their statutory obligations and having failed to execute the mandatory agreement for sale as required under the Act.

5. That on 30.07.2020 the Occupation Certificate in respect of said Tower was received by the respondent, even though it was prima facie evident that the said unit was not fit for habitation and several construction and development work remained incomplete and ongoing at the site. The respondents in a purely mechanical manner, issued an offer of possession letter dated 21.08.2020 and raised further demands upon him (complainant).

6. That after much delay and repeated follow-ups by him (complainant), the respondent finally executed the Flat Buyer Agreement (FBA) on 29.01.2021. However, despite several requests made by him (complainant), a copy of said agreement was not furnished to him (complainant) till March, 2021.

7. That he (complainant) made a payment of Rs.64,58,300/- towards the basic sale price of the allotted unit and the same was acknowledged by the respondents vide receipt no.2021/1400001063 dated 27.07.2021. He (complainant), under compulsion and in order to

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avoid further coercive action by the respondents, paid a sum of Rs.4,00,000/- towards the illegal and arbitrary interest charges imposed by the respondents, which was duly acknowledged vide receipt no.2021/1400001159 dated 04.08.2021.

8. That the respondents, with the sole intent to pressurize and intimidate him (complainant) into complying with their illegal demands, issued Termination Letter dated 18.08.2021 threatening cancellation of the allotment in case he (complainant) failed to clear the alleged outstanding dues. He (complainant) thereafter paid the outstanding dues of Rs.3,80,337/- towards the basic sale price of the said unit and interest charges.

9. That the respondents thereafter issued a No Objection Certificate dated 31.08.2021, which was received by him (complainant) on 02.09.2021, permitting only fit-outs and interior works in the said unit, thereby clearly establishing that the unit was not ready for actual possession and habitation. The Conveyance Deed of the said unit was executed by the respondents in favour of him (complainant) on 01.09.2021.

10. That immediately upon taking possession of the said unit, he (complainant) noticed several deficiencies, incomplete works and

deviations from the promised specifications in the unit. Despite repeated requests and follow-ups, the respondents failed to complete the pending works and rectify the deficiencies in the said unit.

11. Citing facts as described above, the complainant has sought following compensations/reliefs: -

i. To direct the respondents to pay compensation of Rs.25,00,000/- to him (complainant) for the continuous harassment, mental agony, financial loss and deficiency in service caused due to handing over an incomplete and uninhabitable unit,

ii. To direct the respondents to pay compensation of Rs.20,00,000/- for receiving more than 10% of the total sale consideration without executing BBA,

iii. To direct the respondents to pay the illegally recovered delayed payment interest amounting to Rs.7,36,514/- along with interest thereon at the prescribed rate from the respective dates of payment till its actual realization,

iv. To direct the respondents to pay the illegally recovered maintenance charges of Rs.1,88,995.20/- and club charges of Rs.6,545/-, together with interest at the prescribed rate from the respective dates of payment till realization,

v. To direct the respondents to withdraw all illegal demands towards delayed payment interest, maintenance

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charges, club charges and all other unlawful charges raised against the complainant,

vi. To direct the respondents to pay compensation of Rs.9,32,065.08/- for imposing illegal interest charges on the complainant,

vii. To direct the respondents to provide the compensation of Rs.1,50,000/- towards the legal costs incurred,

viii) To direct the respondents to pay compensation of Rs.2,48,000/- towards the expenditure incurred by the complainant on essential repair, rectification and maintenance works to make the allotted unit habitable along with interest,

ix. To pass such other or further order as the Adjudicating Officer deems fit and proper in the facts and circumstances of the present complaint.

12. Respondent no. 1 contested claim by filing written reply. The allotment of unit in question in favour of complainant is not in dispute. Said respondent averred that after completing the construction and development of unit, same (respondent no.1) was granted occupation certificate by the competent Authority. Moreover, possession of subject unit has already been given to the allottee/complainant. Further, conveyance deed of same has also been executed on 03.09.2021. According to it, present complaint is not

maintainable. Respondent no. 1 further questioned maintainability of present complaint in view of Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rules of 2017").

13. Respondent no. 2 despite filing any written reply, filed an application claiming that present complaint is not maintainable against it. Same is merely a maintaining agency. A complaint should have been filed only against a promoter and respondent no. 2 is not a promoter.

14. Heard on said application filed by respondent no. 2 as well as preliminary objection raised by respondent no. 1 about maintainability of complaint in hands.

15. It is contended by learned counsel for respondent no. 2 that there was no privity of contract between his client i.e. respondent no. 2 and the complainant. Same cannot be termed as a promoter in view of Act of 2016. His client i.e. respondent no. 2 was hired to maintain common area of the project in question. No such relief as claimed by the complainant can be granted against his client.

16. Admittedly, there was no privity of contract between the complainant and respondent no. 2. The latter did not receive any

amount of sale consideration. In such a circumstance, respondent no. 2 was not a necessary party for this case.

17. Learned counsel for respondent no. 1 claimed that this complaint was not maintainable at all. According to Rule 28(2)(m) of said Rules, complaint before the Adjudicating Officer for adjudging quantum of compensation is admissible from the stage of concluding inquiry by the Authority that respondent being promoter has violated or contravened provisions of the Act or rules or regulations made thereunder.

18. Though a complaint was filed by present complainant i.e. complaint no. 4821 of 2023 seeking direction to his client i.e. respondent no. 1 to finish all work of the unit, to pay delay possession charges along with interest and to refund the amount paid by him i.e. complainant. But said complaint was dismissed by the Authority holding that the respondent had obtained occupation certificate from the competent Authority on 30.07.2020 and thereafter offered possession to the complainant on 21.08.2020 which was much prior to the committed due date for possession. Contending all this, learned counsel requests to dismiss the complaint. He referred an order passed

by The Appellate Tribunal, in case titled as *"M/s St. Patricks Realty Pvt. Ltd. vs. Neha Prasad" (Appeal No.08 of 2026).*

19. As discussed above, complaint filed by present complainant was dismissed by the Authority holding that the respondent offered possession of subject unit much prior to the committed due date for possession. In this way, respondent was not held responsible for violating any provision of Act of 2016 or rules or regulations made thereunder. As reproduced above, according to Rule 28(2)(m) of ~~said~~ Rules of 2017, any application/complaint before the Adjudicating Officer for adjudging quantum of compensation could have been admissible from the stage of concluding inquiry by the Authority where the Authority would have found promoter having violated or contravened provisions of the Act or rules or regulations made thereunder. In the absence of such finding, complaint seeking compensation was not maintainable before this Forum.

20. Complaint in hands is thus dismissed. Parties to bear their own costs. File be consigned to the record room.

Announced in open Court.
today i.e. **on 12.10.2026.**

(Rajender Kumar)

Adjudicating Officer,
Haryana Real Estate Regulatory,
Gurugram.

Present: Ms. Deepika Yadav, Advocate for the complainant.
Mr. Venket Rao, Advocate for the respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
12.10.2026