

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,  
GURUGRAM**

Date of decision

20.02.2024

NAME OF THE BUILDER		Ansal Properties and Infrastructure Limited	
PROJECT NAME		Versalia Phase-B1	
S. No.	Case No.	Case title	Appearance
1	CR/6225/2022	Ranjeet Kumar Anand V/S Ansal Properties and Infrastructure Limited	Ms. Sanskarti Tyagi (Advocate) Sh. Tushar Behmani (Advocate) for respondent
2	CR/6341/2022	Ranjeet Kumar Anand V/S Ansal Properties and Infrastructure Limited	Ms. Sanskarti Tyagi (Advocate) Deepal Hoda (Advocate) for IRP Sh. Tushar Behmani (Advocate) for respondent

**CORAM:**

Shri. Arun Kumar

Shri Vijay Kumar Goyal

Shri Ashok Sangwan

**Chairman****Member****Member****HARERA**  
GURUGRAM  
**ORDER**

1. This order shall dispose of all the 2 complaints titled as above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible

for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, Versalia Phase-B1 (Residential Colony) being developed by the same respondent/promoter i.e. Ansal Properties and Infrastructure Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to order for handover the possession of the residential plot, delay in handing over of the possession, and appointment of local commissioner to inspect the project site.
- The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table :

Project Name and Location		Versalia Phase-B1, Sector 67 (A) Gurugram, Haryana							
Completion certificate : - Not Obtained									
Sr. No.	Complaint No., Case Title, Date of filing of complaint	Plot No and size	Date of execution of bba	Due date	Total sale consideration Amount paid	Completion certificate	Offer of possession	Handover of possession	Conveyance deed
1	CR/6225/2022	3238	25.09.2019	25.10.2021	TSC-Rs. 75,00,000/-	No document has been	No document has been	30.03.2021 (Page 67 of	30.03.2021 (Page 52 of

	Ranjeet Kumar Anand Vs. M/s Ansal Properties and Infrastructure Limited <b>DOF:</b> 21.09.2022 <b>Reply:</b> 18.07.2023	270 sq. yds. (Page 16 of the complaint)			Amt Paid - Rs. 75,00,000/-	placed in this regard	placed in this regard	complaint)	the complaint)
2	CR/6341/2022  Ranjeet Kumar Anand Vs. M/s Ansal Properties and Infrastructure Limited <b>DOF:</b> 21.09.2022 <b>Reply:</b> 18.07.2023	3237 sq. yds. (Page 15 of the complaint)	25.09.2019	25.10.2021	TSC- Rs. 80,00,000/-  Amt Paid - Rs. 80,00,000/-	No document has been placed in this regard	No document has been placed in this regard	30.03.2021  (Page 65 of complaint)	30.03.2021  (Page 48 of complaint)

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the builder buyer's agreement executed between

the parties in respect of the subject units for delay in handing over the possession, handover of the possession of the residential plot and appointment of local commissioner to inspect the project site .

5. The Authority has decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant/allottee is also similar. Out of the above-mentioned cases, the particulars of complaint case bearing no. 6225/2022 titled as Ranjeet Kumar Anand V/S Ansal Properties and Infrastructure Limited is being taken as a lead case in order to determine the rights of the allottee(s) qua handover of the possession of the residential plot, delay in handing over the possession, and appointment of local commissioner to inspect the project site.

#### **A. Project and unit related details**

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over of the possession, delay period, if any, have been detailed in the following tabular form:

#### ***CR/6225/2022 titled as Ranjeet Kumar Anand V/S Ansal Properties and Infrastructure Limited***

S. N.	Particulars	Details
1.	Project name and location	"Versalia Phase B1", Sector- 67A, Gurugram

2.	Nature of project	Residential Plot
3.	RERA registered/not registered	Registration no. 48 of 2019 Registration dated 03.09.2019 and ending with 31.03.2023
4.	Date of allotment	04.05.2018 (As per page no. 10 of complaint)
5.	Plot no.	Plot no. 3238 [As per BBA on page no. 16 of complaint]
6.	Plot measuring	270 sq. Yds. [As per BBA page no. 16 of complaint]
7.	Date of execution of Plot buyer's agreement	25.09.2019 (Page no. 13 of complaint)
8.	Possession clause	<b>5. Possession</b> The company shall endeavour to complete the development of residential colony and the plot as far as possible within 18 months with an extended period of 1 month from the date of execution of this agreement.
9.	Due date of possession	25.10.2021 (Calculated from the date of execution of this agreement plus grace period is allowed being unqualified plus 6 months covid period)

10.	Total sale consideration	Rs. 75,00,000/-
11.	Total amount paid by the complainant	Rs. 75,00,000/-
12.	Completion certificate	No document has been placed in this regard
13.	Offer of possession	No document has been placed in this regard
14.	Handover of possession	30.03.2021 (Page 67 of the complaint)
15.	Conveyance deed	30.03.2021 (Page 52 of the complaint)

**B. Facts of the complaint**

8. The complainant has made the following submissions in the complaint: -

- I. That in the year 2018, the original allottee namely Mr. Somesh Kumar was allotted a residential plot bearing no. 3238 admeasuring 270 sq. yards located in residential colony "Versalia located at Sector-67(A), Gurugram, Haryana-122103, which is being developed and maintained by the respondent on account of collaboration agreements dated 23.12.2014 and 02.06.2013 with the respondent. That, the said plot was allotted to the original allottee vide an allotment letter dated 04.05.2018 and a plot buyer agreement dated 25.09.2019 was also executed between the original allottee and the respondent.
- II. That, on 09.11.2019, the original allottee being the owner of the said plot further sold the property to Mr. Suresh Chand for a sale

- consideration and accordingly the rights of the said plot were transferred in his name vide a transfer certificate, endorsement and a change of right letter dated 09.11.2019 issued by the respondent.
- III. That, further Mr. Suresh Chand sold the said plot to Mrs. Rajni Aggarwal on 06.12.2019 for a sale consideration of Rs. 67,50,000/- and accordingly the rights of the said plot were transferred in the name of Mrs. Rajni Aggarwal vide a transfer certificate, endorsement and a Change of right letter dated 06.12.2019 issued by the respondent.
- IV. That on 16.03.2021, the said plot was purchased by the complainant from Mrs. Rajni Aggarwal and in the lieu of, total sale consideration against the above stated purchase, the complainant has already made a total payment of Rs.75,00,000/-.
- V. That, subsequently the rights of the said plot were transferred in the name of the complainant vide transfer certificate, endorsement and change of right dated 16.03.2021 were issued by the respondent. That, accordingly, a conveyance deed bearing Vasika no. 8678 dated 30.03.2021 was also executed between the complainant and the respondent which was duly registered in the office of Sub-Registrar, Wazirabad. 7.
- VI. That it is needless to state here that the complainant has made the full payment and all the dues are also cleared by the complainant, even after all the payments, the respondent only issued a provisional handing over of possession and no physical possession of the plot was ever offered or given to the complainant. That, it is pertinent to mention here that the respondent has acted in default of the same and

till date no possession has been handed over by the respondent and even the services to the said residential plot are yet not completed.

- VII. That the complainant has visited the office of the respondent, in respect of possession of his plot in accordance with the terms of the plot buyer agreement and the conveyance deed but the respondent & its executives have neither been able to update the status regarding the expected date of handing over of physical possession of the said plot nor are paying the monthly delay penalty interest in accordance with provisions of RERA Act.
- VIII. That the complainant seeks intervention from the authority to ensure that the respondent comply with the terms & conditions as per the plot buyer agreement and the conveyance deed and to direct the respondent to handover the physical possession of the above stated residential plot and also to award delay penalty interest till handover of actual possession.
- IX. That the respondent, have been acting in default severely and is acting in breach to the provisions of conveyance deed.
- X. That the complainant is the victim, who have suffered on account of substantial delay in the handing over of the possession by the respondent and is a sufferer due to arbitrary conduct of the respondent.

**C. Relief sought by the complainant /association :-**

9. The complainant/association has sought following relief(s):

- I. Direct the respondent to handover the possession of the residential plot with immediate effect.



- II. Direct the respondent to pay for delay in handover of the possession to the complainant, even post execution of sale deed.
- III. Appoint a local commissioner to inspect the project site, in respect to its completion along with assistance of the complainant.

#### **D. Reply by the respondent**

10. The respondent has contested the complaint on the following grounds.
  - I. That the complainant is a real estate investor who has made the booking with the respondent in order to gain profit in a short span of time and booked another plot next to the plot in dispute in the present complaint i.e. plot no.3238. However, on account of slump in the real estate market, their intentions could not be materialized and now they have filed the present baseless, false and frivolous complaint before this Hon'ble Authority in order to somehow wriggle out of their contractual obligations.
  - II. That the complainant, after checking the veracity of the project namely, 'Versalia', Sector 67A, Gurugram had purchased the plot in dispute from its previous owner Smt. Rajni Aggarwal vide sale agreement dt.05.03.2021 for a total sale consideration of Rs. 75,00,000/-. As per the said agreement to sell it is clear and admitted fact that the entire sale consideration of Rs.75,00,000/- was paid to the previous owner Smt. Rajni Aggarwal and not to the respondent. There is no document annexed in the present complaint to suffice the claim of the complainant that the sale consideration was paid to the respondent. Hence, the allegation put forward against the respondent that the sale consideration has been paid to the respondent and this

- amounts to the interest on delayed possession is absolutely false and frivolous. The complainant agreed to be bound by the terms and conditions of the documents executed by the parties to the complaint.
- III. That it is pertinent to mention here that the previous owner Smt. Rajni Aggarwal purchased the plot in dispute from one Mr. Suresh Chand vide sale agreement dated. 06.12.2019.
- IV. That the complainant is not the original allottee of the plot but a subsequent purchaser. The complainant was not allotted the plot in question as per the collaboration agreement dated. 23.12.2014 and collaboration agreement dated .02.06.2013 and letter dated .20.06.2017 but was allotted to one Mr. Somesh Kumar as admitted by the complainant in the present complaint who further sold the plot.
- V. That the conveyance deed bearing Vasika Number 8678 dated. 30.03.2021 was executed between the present complainant and the respondent, the total sale consideration paid to the respondent by the complainant was Rs.1 as per the said conveyance deed bearing number 8678 dated.30.03.2021. This is an admitted fact and clears that the sale consideration of Rs.75,00,000/- was never paid to the respondent. The annexure - h is self-explanatory and clear that the sale consideration was never paid to the respondent by the complainant.
- VI. That the complainant have made the entire payment to the previous allottee of the plot i.e. Smt. Rajni Aggarwal and not to respondent and hence, the respondent as alleged in the present complaint have not received the mentioned amount of Rs.75,00,000/- from the complainant.

- VII. That the possession of the unit is supposed to be offered to the complainants in accordance with the agreed terms and conditions of the buyer's agreement.
- VIII. That it is submitted that the respondent company has developed the project in a timely manner and as per the terms of the plot buyer's agreement and no default whatsoever has been committed by it. It is further submitted that the provisional handing over of possession of the plot of the said plot was duly received by the complainant which is an admitted fact. The same was offered and accepted only after checking the development work. The basic amenities are duly provided to the residents in the project.
- IX. That there are proper roads, sewage system as well as the electrification of the project and hence, the allegation that the services to the said residential plot is not complete is baseless and false.
- X. All other averments made in the complaint were denied in toto.
11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

#### **E. Jurisdiction of the authority**

12. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

##### **E. I Territorial jurisdiction**

13. As per notification no. *1/92/2017-1TCP dated 14.12.2017* issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with

offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

### **E. II Subject matter jurisdiction**

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

#### **Section 11**

\*\*\*\*  
(4) The promoter shall-

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

#### **Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

### **F. Objections raised by the respondent**

**F.1 Objection regarding maintainability of complaint on account of complainant being investor.**

16. The respondent took a stand that the complainant is investor and not consumers and therefore, he is not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

*"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;"*

17. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and original allottee which is subsequently endorsed in favour of complainant on 16.03.2021, it is crystal clear that the complainant is a allottee(s) as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor are not entitled to protection of this Act also stands rejected.

**F.II Wether the complainant can claim delayed possession charges after execution of conveyance deed**

18. It has been contended by the respondent that on execution of conveyance deed, the relationship between both the parties stands concluded and no right or liabilities can be asserted by the respondent or the complainant against the other. Therefore, the complainants are estopped from claiming any interest in the facts and circumstances of the case.
19. It is important to look at the definition of the term 'deed' itself in order to understand the extent of the relationship between an allottee and promoter. A deed is a written document or an instrument that is sealed, signed and delivered by all the parties to the contract (buyer and seller). It is a contractual document that includes legally valid terms and is enforceable in a court of law. It is mandatory that a deed should be in writing and both the parties involved must sign the document. Thus, a conveyance deed is essentially one wherein the seller transfers all rights to legally own, keep and enjoy a particular asset, immovable or movable. In this case, the assets under consideration are immovable property. On signing a conveyance deed, the original owner transfers all legal rights over the property in question to the buyer, against a valid consideration (usually monetary). Therefore, a 'conveyance deed' or 'sale deed' implies that the seller signs a document stating that all authority and ownership of the property in question has been transferred to the buyer.
20. From the above, it is clear that on execution of a sale/ conveyance deed, only the title and interest in the said immovable property (herein the allotted unit) is transferred. However, the conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the said unit whereby the right, title and interest has been transferred in the name of the allottee on execution of the conveyance deed.

21. The allottees have invested their hard-earned money and there is no doubt that the promoter has been enjoying benefits of and the next step is to get their title perfected by executing a conveyance deed which is the statutory right of the allottee. Also, the obligation of the developer - promoter does not end with the execution of a conveyance deed. By taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the builder buyer's agreement and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act. Also, the same view has been upheld by the Hon'ble Supreme Court in case titled as **Wg. Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now Known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020**, the relevant paras are reproduced herein below:

*"34 The developer has not disputed these communications. Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into a pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their right to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their title to the flats for which they had paid valuable consideration. In this backdrop, the simple question which we need to address is whether a flat buyer who seeks to espouse a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance*

*of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position which the NCDRC has espoused. We cannot countenance that view.*

*35. The flat purchasers invested hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeking a Deed of Conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."*

22. The authority has already taken a view in in **Cr no. 4031/2019 and others tiled as Varun Gupta V/s Emaar MGF Land Limited and others** and observed that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the subject unit and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act.

23. After consideration of all the facts and circumstances, the authority holds that even after execution of the conveyance deed, the complainant allottee cannot be precluded from his right to seek delay possession charges from the respondent-promoter if so entitled under the statutory provisions of the Act of 2016.

**G. Findings on the relief sought by the complainant**

**G.I Direct the respondent to handover the possession of the residential plot with immediate effect.**

**G.II Direct the respondent to pay for delay in handover of the possession to the complainant, even post execution of sale deed.**



24. Both the relief no. I and II being interconnected are being taken up together. In the present complaint, the original allottee namely Mr. Somesh Kumar was allotted a plot vide allotment letter dated 04.05.2018 and thereafter the original allottee sold the subject unit to the first subsequent allottee namely Mr. Suresh Chand on 09.11.2019 following which the first subsequent allottee sold the subject unit to the 2<sup>nd</sup> subsequent allottee namely Mrs. Rajni Agarwal on 06.12.2019. The complainant herein being the third subsequent allottee on 16.03.2021. Therefore, the complainant has stepped into the shoes of original allottee only on 16.03.2021.

25. In the present case in hand the complainant has filed the present complaint on 21.09.2022 for a relief of delayed possession charges and handing over of the possession.

26. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

*.....  
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."*

27. **Due date of possession and admissibility of grace period:** The buyer's agreement was executed between the original allottee and the respondent on 25.09.2019. As per clause 5 of the agreement the due date is calculated from 18 months with an extended period of 1 month from the date of execution of this agreement. Therefore the due date comes out to be 25.04.2021. An

extension of 6 months is to be given in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid - 19 pandemic. The authority calculated the due date of possession from 18 months with an extended period of 1 month plus 6 months of Covid-19, so the due date of the subject unit comes out to be 25.10.2021.

28. Section 18(1) is reproduced as under for ready reference:

**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.*

29. There is no document which proves that the respondent has applied for completion certificate and has obtained the same and has offered the possession to the complainant. As per the documents available on record, the respondent has handed over the possession to the complainant on 30.03.2021 and the same is evident from page 67 of the complaint and on the

same date the conveyance deed was also executed between the parties i.e on 30.03.2021.

30. The due date of possession as per clause 5 of the buyer's agreement comes out to be 25.10.2021. The handover of possession which was given and the conveyance deed which was executed between the present complainant and the respondent was done on 30.03.2021. From the above mentioned facts it is crystal clear that there is no delay on the part of the respondent as the handover of the possession was done prior to the due date of possession. The language of section 18(1) of the Act of 2016, is very clear that if the respondent fails to complete or is unable to give possession in accordance with the terms of the agreement, the respondent is liable to act as per the relief which is sought by the allottees. In the present case there is no delay as per the agreement, as the handover of possession of the allotted plot was done prior to the due date of possession, therefore the allottee is not entitled to the relief of delayed possession charges. Hence no directions to this effect is given.
31. As far as relief of handing over of possession is concerned the same is already handed over ~~done~~ by the respondent to the complainant allottee on 30.03.2021 which is evident from page 67 of the complaint.
32. Vide proceedings dated 20.02.2024 a submission was made by the counsel for the complainant who requested for issuance of directions to the promoter to complete the project including underlying the high tension lines passing over the site and other deficiencies in the work. The respondent is under obligation to complete the project and provide all services and amenities as per approved plans and handover the possession and to obtain occupation

certificate / completion certificate and handover the same in terms of Section 17 of the Act of 2016.

33. Therefore, the complainant may seek compensation for the above-mentioned stance. *Hon'ble Supreme Court of India in civil appeal titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & 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 adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the 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, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainant may file a separate complaint before the Adjudicating Officer under section 31 read with section 71 of the Act and Rule 29.

**G.III Appoint a local commissioner to inspect the project site, in respect to its completion along with assistance of the complainant.**

34. The relief was not pressed by the complainant counsel during the arguments in the course of hearing .The authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above mentioned relief.

**H.Directions of the authority**

35. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations

cast upon the promoter as per the function entrusted to the authority under section 34(f):

- I. In view of findings of the authority contained in para 28 and 29 of the order, no case for delayed possession charges is made out. So no directions in this regard can be issued to the respondent-builder.
- II. The complainant is at liberty to approach the adjudicating officer to seek compensation for deficiency in services, if any as per buyer's agreement. .


36. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

37. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

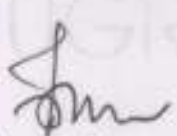
38. Files be consigned to registry.



(Ashok Sangwan)  
Member



(Vijay Kumar Goyal)  
Member



(Arun Kumar)  
Chairman

**Haryana Real Estate Regulatory Authority, Gurugram**

**Dated: 20.02.2024**