

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,
HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**

Complaint No.4009-2023

Date of Decision: 19.08.2025

Dharmender Sharma and Ambika Sharma, R/o H. No. A-102, Sujjan
Vihar, Sector 43, Gurugram, Haryana.

Complainants

Versus

M/s. BPTP Limited, Office Address: M-11, Middle Circle Connaught
Circus, New Delhi-11001

Respondent

APPEARANCE

**For Complainants:
For Respondent**

**Mr. Rishabh Jain, Advocate
Mr. Harshit Batra, Advocate**

ORDER


1. This is a complaint filed by Mr. Dharmender Sharma and Ambika Sharma, (allottees) under sections 31 read with section 71 of The Real Estate (Regulation and Development), Act 2016 against M/s. BPTP Limited (promoter).

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
2. According to complainants, they booked a 3-Bedroom Flat with Servant Quarter, Unit No. C-76, First Floor, measuring 1430 square feet, on the total consideration of Rs. 1,03,63,687/- in the project called '**Pedstal**' situated in Sector 70A, Gurugram, Haryana and an allotment letter dated 11.11.2013 was issued by the respondent. The Floor Buyer's Agreement was executed between the complainants with the respondent in respect of said flat on 16.11.2013. The date of possession of the said flat as per Clause 5.1 of the Agreement comes out to be 16th November 2016.

3. The complainants had paid a total sum of Rs. 98,60,773/- as and when demanded by the respondent for the said flat till 03.01.2020. The respondent obtained the occupation certificate (OC) from the competent authorities on 16.10.2020 and offered the possession of the flat to the complainants on 7th November 2020, after a delay of around four (4) years.

4. That the respondent failed to complete the construction of the flat on time as committed at the time of the Agreement in 2013 and did not pay any delay possession charges to the complainants for the inordinate delay caused due to the lapses and failures of the respondent.


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5. That the complainants filed a complaint No. 5004 of 2020 before Learned Authority, Gurugram seeking relief of delay possession charges, which was decided on 24.03.2022 granting the relief of delay possession charges.
6. That despite clear direction by learned Authority, the respondent failed to comply with the Order dated 24.03.2022 within 90 days from the date of order. Hence, the complainants filed an execution petition No. 4771 of 2022 before the HRERA, Gurugram on 12.07.2022 in compliance of order dated 24.03.2022 by the respondent (developer).
7. That as per the calculation, the complainants were entitled to receive a delay possession charge amounting Rs. 38,03,881/- from the respondent but they (complainants) received around Rs. 21,96,020/- as delay possession charges from the respondent. The complainants were also deprived of 42% of the actual delay possession charges i.e. Rs. 16,07,861/-, which caused mental agony and huge financial loss to the complainants. The complainants further paid the balance amount of Rs. 21,61,600/- to the respondent on 14.12.2022 as per direction of the Learned Adjudicating Officer, HRERA, Gurugram and even after receiving


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the whole payable amount, the respondent did not hand over the possession of the flat to the complainants.

8. It is further plea of the complainants that they (complainants) paid a sum of Rs. 8,30,000/- as stamp duty charges vide cheque no. 011783 dated 13.12.2022 to the respondent. However, on 11.01.2023, the respondent issued a 'No Objection Certificate' (NOC) for giving the possession for carrying out fit-outs of Flat No. C-76, First Floor to the complainants.

9. Finally, in April 2023, the respondent handed over the possession of the Flat No. C-76 at First Floor to the complainants and execution petition No. 4771 of 2022 was disposed of by Adjudicating Officer, HRERA, Gurugram on 11.05.2023. The respondent failed to execute the conveyance deed of said flat No. C-76 in favour of complainants despite having paid a sum of Rs. 8,30,000/- towards stamp duty charges. The complainants have lost rental income for 27 months amounting Rs. 9,72,000/-.

10. Citing all this, the complainants prayed for compensation as follows: -

- i) To direct the respondent to pay a sum of Rs. 20,00,000/- on account of pain, torture, agony, harassment, stress, financial loss and injury and for handing over the possession very late, paying less delay possession charges, loss of rent and not

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- getting the conveyance deed of the flat executed, despite receiving stamp duty charges from the complainants.
- ii) To direct the respondent to pay a sum of Rs. 2,00,000/- towards compensation for litigation expenses incurred by the complainants for filing and pursuing the instant case.

11. Respondent contested the complaint by filing a written reply. In the reply, it is submitted that the complainants approached the respondent after conducting their due diligence and sought to book a unit in the project. The parties executed a Buyer's Agreement amongst themselves on 16.11.2013 and accepted its terms and conditions. Hence, the complainants are bound by the terms and conditions incorporated in the said agreement. On the same date i.e. 16.11.2013, the parties executed a Tripartite agreement with HDFC Bank.

12. It is further averred by the respondent that it offered possession of the said unit to the complainants on 07.11.2020 after having received the occupation certificate on 16.10.2020. The respondent had already paid a sum of Rs. 17,69,577/- to the complainants in complete compliance of its obligations under the TPA. Under the Buyer's Agreement, the complainants were bound to make the payment for the outstanding dues within the due date and the respondent had to deliver the unit in accordance with its


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terms. Upon the fault, a sum of Rs. 18,89,177.88 was charged from the complainants and a sum of Rs. 10,79,004/- was credited in favour of the complainants for delayed possession.

13. It is further submitted that the complainants being aggrieved with the quantum of compensation given by the respondent, approached the Learned Authority under complaint No. 5004 of 2020 which was decided vide order dated 24.03.2022 granting various reliefs.

14. That the complainants filed an execution petition bearing NO. 4771 of 2022 wherein it was duly agreed by the complainant that he had to make payment of outstanding dues and the same was not made by them. The respondent had submitted the calculation sheet as per which, the respondent had to make the payment of Rs. 21,96,027/- being delay possession charges and the sum of outstanding dues to be cleared by the complainants was Rs. 43,57,585/-. Hence, more amount of Rs. 21,61,593/- had to be paid by the complainants.

15. That the compensation has already been granted to the complainants by the Authority in the form of delay possession charges. Hence, no claim for compensation persists at this stage.


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16. That no compensation can be claimed by an allottee who intends to stay in the project. In view of the facts stated above, the complainants do not deserve to get any sort of compensation as prayed and the complaint deserves to be dismissed with costs.

17. Both of parties filed affidavits in their evidence reaffirming their case.

18. I have heard learned counsels for both of parties and perused the record on file.

19. The complainants have claimed compensation on following four grounds, well reproduced in their written submissions: -

1. Loss of rent,
2. For non-execution of conveyance deed,
3. For mental agony, harassment and torture,
4. Legal expenses.

20. Admittedly, complainants approached the Real Estate Regulatory Authority, Gurugram (in brief Authority) seeking delay possession compensation by filing a complaint no. 5004 of 2020, which was allowed by the Authority vide order dated 24.03.2022. Copy of order has been put on file. The Authority after finding fault in the respondent for delay in delivery of possession of subject unit, directed the respondent to pay interest to the complainants at rate

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of 9.30% p.a. for every month of delay from due date of possession i.e. 16.11.2016 till offer of possession of the subject floor after obtaining occupation certificate from the competent authority plus two months i.e. 07.11.2020 plus two months i.e. 07.01.2021 or handing over of possession whichever is earlier. I find weight in the contention of learned counsel for respondent stating that when complainants have already been allowed delay possession compensation (DPC) by the Authority, same cannot be awarded compensation in the name of loss of rent. It is well established that award of compensation is to compensate the complainants for the delay in delivery of possession.

21. Section 18 (1) of The Real Estate (Regulation and Development) Act 2016, provides that if promoter fails to complete or 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-----, 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 or building, as the case may be, with interest at such rate as

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may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

Proviso added to this sub section clarifies that if an allottee does not intend to withdraw from the project, same is entitled to get interest till possession is handed over, impliedly not compensation.

22. Request of award of compensation for loss of rent is thus declined.

23. Admittedly, after receipt of occupation certificate, respondent offered possession of subject unit. The plea of complainants that after offer of physical possession of subject flat the respondent has received stamp duty charges amounting Rs.8,30,000/- from the complainants on 13.12.2022 and that despite receipt of said amount for purchase of stamp duty, no conveyance deed has been executed till now, [^] these facts are not disputed on behalf of respondent.

24. Section 17 of Act of 2016 casts ^{q²} duty upon the promoter, to transfer title of allotted unit, by executing a registered conveyance deed in favour of the allottee, along with undivided proportionate title in the common areas to the association of the allottees or to the competent authority, as the case may be, within specified

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period, as per sanctioned plans provided under the local laws. In the absence of any local law in this regard, the promoter is obliged to execute conveyance deed within three months from the date of issue of occupancy certificate.

25. According to respondent (as mentioned in written submissions), same received occupation certificate on 16.10.2020. In this way, the respondent was duty bound to execute conveyance deed within three months from this date i.e. up to 15.01.2021. Despite collecting amount of stamp duty on 13.12.2022, the respondent did not execute conveyance deed. As per learned counsel for complainants, his clients requested the respondent again and again to execute conveyance deed, but same was not heeded to. Citing all this, complainants have prayed for compensation of Rs.20 lacs on account of pain, torture, agony and harassment for reasons including not getting conveyance deed executed. During deliberations, learned counsel requests for payment of interest on this amount till conveyance deed is executed.

26. Apparently ^ewhen ^erespondent failed to discharge its legal duty, ^esame collected money from the allottees/complainants

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but did not execute conveyance deed rather used the money for its own benefit, causing consequential loss to the complainants. ~~Same~~ ^{It}

i.e. respondent is liable to compensate the complainants in this regard. Considering all this, respondent is directed to pay a sum of Rs. one lac as compensation in this regard. At the same time, the respondent is directed to pay interest on said amount of stamp duty received from the complainants, at rate 10.5% per annum from the date of collection of the amount i.e. 13.12.2022 till conveyance deed is executed.

27. The complainants have prayed for a sum of Rs.2 lacs as litigation expenses incurred by them for filing and pursuing the instant case. No receipt of fee charged by their advocate has been put on file by the complainants. Even then, it is apparent that the complainants were represented by a lawyer during proceedings of this case, same are allowed a sum of Rs.50,000/- as litigation expenses to be paid by the respondent.

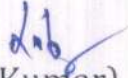
28. The respondent is directed to pay the aforesaid amounts to the complainants along with interest at rate of Rs.10.5% per annum from the date of this order till the date of realization of amount.

29. The complaint is thus disposed of.

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30. File be consigned to record room.

Announced in open court today i.e. on 19.08.2025



(Rajender Kumar)
Adjudicating Officer
Haryana Real Estate Regulatory
Authority, Gurugram.

Dharmender Sharma and anr vs M/s. BPTP Limited

Present: Mr. Rishabh Jain, Advocate for complainants.
Mr. Harshit Batra, Advocate for respondent.

Complaint is disposed of vide separate order today.
File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
19.08.2025