

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

**Complaint no. : 5928 of 2024**  
**Complaint filed on : 11.12.2024**  
**Order Pronounced on : 09.12.2025**

**Sahil Kohli and Sonia Sharma**

**R/o: - B-14, Old Quarters, Ramesh Nagar, H.O. West  
Delhi, Delhi-110015**

**Complainants**

**Versus**

**1. BPTP Limited,**

**2. Countrywide Promoters Pvt Ltd.**

Regd. Office - OT-14, 3<sup>rd</sup> Floor, Next Door Parklands,  
Sector - 76, Faridabad - 121004

**Respondents**

**Coram:**

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Shri. Shahswat Parihar, (Advocate)

Sh. Harshit Batra, (Advocate)

**Complainants  
Respondent no.1**

**ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S. N.	Particulars	Details	
1.	Name of the project	Park Terra, Sector 37-D, Gurugram	
2.	Nature of the project	Group Housing Colony	
3.	RERA Registered/ not registered	Registered vide registration no. 299 of 2017 dated 13.10.2017 valid upto 12.04.2024	
4.	License no. and validity	83 of 2008 dated 05.04.2008 and 94 of 2011 dated 24.10.2011	
5.	Name of Licensee	Super Belts Pvt. Ltd., Druzba Overseas Pvt. Ltd., Merit Marketing Pvt. Ltd. and Countrywide Promoters Pvt. Ltd. [Page 28 of complaint]	
6.	Date of approval of building plan	21.09.2012 [Page 28 of complaint]	
7.	Date of approval of Environment clearance	14.10.2023 [Page 28 of complaint]	
8.	Unit no.	T22-1701, 16 <sup>th</sup> floor, Tower-T22 [Page 37 of complaint]	
9.	Unit area admeasuring	2,213 SQ. FT. [Page 37 of complaint]	
10.	Date of booking	01.08.2023	
11.	Date of allotment	01.08.2023 [Page 25-of complaint]	
12.	Date of Registered Agreement to Sale	25.08.2023 [Page 109 of complaint]	
13.	Payment Plan	Time Linked [Page 30 and 32 of complaint]	
14.	Possession clause	<b>11. POSSESSION OF THE APARTMENT</b> <b>11.1 Schedule for possession of the said Apartment -</b>  <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td><b>ON OR BEFORE 12.04.2024</b></td> </tr> </table>	<b>ON OR BEFORE 12.04.2024</b>
<b>ON OR BEFORE 12.04.2024</b>			

		[as per possession clause in ATS at page 121 of reply]
15.	Due date of possession	<b>12.04.2024</b> [as per possession clause in ATS at page 121 of reply]
16.	Total sale consideration	Rs.1,53,75,411/- [As per Conveyance Deed at page 184 of reply]
17.	Amount paid by the complainant	Rs.1,53,75,411/- [As per Conveyance Deed at page 184 of reply]
18.	<b><i>In-principle Occupation certificate</i></b> [for tower tower-22 & 23 and club with swimming pool to Countrywide Promoters Pvt. Ltd.]	21.09.2023 [Pg.164 of reply]
	<b>Occupation certificate for tower tower-22 &amp; 23 and club with swimming pool to Countrywide Promoters Pvt. Ltd.</b>	<b>23.01.2024</b> [as per data available on RERA website]
19.	Notice of possession	13.10.2023 [Page 37 of complaint]
20.	Tripartite Agreement [for loan of amount Rs.1,20,00,000/- (One Crore twenty lakh) on unit in question with Respondent and HDFC Ltd.]	19.10.2023 [page 160 of reply]
21.	Possession taken by complainant as	<b>22.04.2024</b> [Page 56 of complaint]

	acknowledged by complainant vide email dt. 22.04.2024	
22.	Legal notice by complainant to respondent for DPC	Un-dated [Pg. 58 of complaint]
23.	Conveyance Deed	06.09.2024 [Page 180 of complaint]

### B. Facts of the complaint

3. The complainants have contested the complaint on the following grounds:
  - a. That M/s BPTP Limited & Countrywide Private Limited (hereinafter referred as "**Respondent No.1**") approached the complainants to buy one property in the project then proposed by respondent no.1 under the name of "PARK TERRA" (hereinafter referred as "**respondent no.2**") in village Basai, Sector- 37 D, District Gurugram, Haryana.
  - b. That the complainants showed interest in buying a flat for his personal needs in lieu of the same the complainants booked unit no. T22-1701, measuring 2,213.00 sq. ft. (205.59 sq. mtrs.), in the project "PARK TERRA" and were allotted the same on the sixteenth floor in tower T22, in the month of August 2023. The allotment letter was provided by the respondent no.2 in the favour of the complainants vide allotment letter dated 01.08.2023.
  - c. That the respondents no.1 and respondent no.2 had issued an allotment – cum-acceptance letter to the complainants in the month of August, 2023 allotting the property to the complainants. As per the allotment-cum-acceptance letter the total consideration for the property was agree to Rs.1,73,54,711/-. Subsequently, possession of the unit was confirmed to the complainants via a possession letter dated 13.10.2023, wherein they were required to complete the registration process.
  - d. That the respondent has assured complainants the timely completion of the construction and subsequent possession of the property.

- e. The complainants have compiled all the requirements and submitted all requisite documents to the respondent by email dated 12.12.2023 and then the complainants asked for the fit-out NOC from respondent for the further compliance. The respondent, in response to the email dated 12.12.2023 from the complainants has stated that, the respondent has received the documents and requested additional 3 to 4 working days to provide the fit-out NOC.
- f. While the complainants have followed all the necessary steps promptly but the respondent has failed to provide the fit-out NOC on time which caused delay in the possession of the property. Consequently, the NOC was received by the complainants on 26.12.2023, shared with the respondent on 27.12.2023 via Email (newton.singh@bptp.com and customercare@bptp.com ) and the same has been Whatsapp with the [project team for the further processing.
- g. That despite being assurances by the respondent, the possession was not given within the stipulated 30 days from the date of the fit-out NOC, which should have been received by the complainants on 27.01.2024.
- h. The respondent's communication vide dated 01.02.2024, promising completion of the flat by 14.02.2024, was not fulfilled, and the complainants was left without possession of the property. Despite repeated attempts to contact the respondent's management team, the complainants have received no response, leaving them in a difficult financial situation as the complainants was paying the rent and EMIs simultaneously.
- i. That complainants inspected the construction site on 10.03.2024, and the complainants found that less than 50% of the work has been done, contradicting to the assurances of respondent. Despite more than 90 days passed since the fit-out NOC was given by the respondent, the possession was still not provided until 22.04.2024, which caused the delay of 26 days.

- j. That due to the respondent's delay and negligence, the complainants has suffered financial loss, which includes rent paid for alternative accommodation, amounting to INR.42,000/- per month and mental harassment caused to the complainants in this whole scenario of getting possession of the property. Also, the complainants has incurred legal the expenses as well which amounts INR.20,000/-.
- k. A legal notice was served to the respondent by the complainants vide dated 31.05.2024 but no response has been received to the complainants till date.

**C. Relief sought by the complainants:**

4. The complainants have sought the relief as mentioned below:

- I. Direct the respondent to pay compensation (delayed interest as stated in proceedings 09.12.2025) at the rate of 10%, on the total sum paid by the complainants.
  - II. Direct the respondent to reimburse the amount of INR.42,000/- representing the rent for the month of April paid by the complainants due to delays attributable to respondent's actions;
  - III. Direct the respondent to pay the legal expenses amounting to INR.20,000/- to the complainants.
5. On the date of hearing, the Authority explained to the respondents /promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act.

**D. Reply by the respondents:**

6. That respondent no.2 was given opportunities to file the reply to the complaint but it neither appeared before the Authority nor filed the reply. Hence, respondent no.2 has proceeded as ex-parte herein.
7. That respondent no.1 has filed reply on 08.04.2025 and contested the complaint on the following grounds:

- a. That the present complaint is not maintainable in the eyes of the law and is liable to be dismissed outrightly.
- b. That the present matter has been erroneously filed before the Authority by the complainants. That the Authority does not encompass the power and lacks the jurisdiction to adjudicate upon the reliefs of compensation, as sought by the complainants in the present complaint. The relief being sought by the complainants in the present matter falls beyond the jurisdiction of the Authority, which are as follows:

***"6. Compensation sought:***

*In view of the facts mentioned in para 4 above, the complainant prays for the following relief(s)-*

- a. ***Respondent to pay the Compensation, with interest at the rate of 10%, on the total sum paid by the Complainants amounting to INR 1,09,655,90;***
  - b. ***Respondent to reimburse the amount of INR 42,000, representing the rent for the month of April paid by the Complainants due to delays attributable to Respondent's action;***
  - c. ***Respondents to pay the legal expenses amounting to INR 20,000 to the complainant.***
- c. That it is a settled position of law that the Authority is not empowered to deal with any aspect of compensation, in any manner whatsoever however, the complainants vide the present complaint is seeking the relief of compensation hence, the complaint is liable to be dismissed outrightly
  - d. That the relief sought by the complainants is for compensation, reimbursement of rent, and litigation expense which is a form of compensation, which cannot be adjudicated by the Authority, as the Authority does not have the jurisdiction to adjudicate upon the relief of compensation. Hence, these reliefs, cannot under any circumstance whatsoever, be sought from or entertained by the Authority.

- e. That no other allegation has been raised by the complainants, and hence, the present complaint deserves to be outrightly dismissed.
- f. That respondent no.2 is only a confirming party to the Agreement for Sale executed between the parties and no specific relief has been sought from respondent no.2. Hence, respondent no.2 is not a necessary party to the present complainants and the name of respondent no.2 should be deleted from the array of parties. That respondent no. 2 is not effective and vide order bearing no. CP (CAA) 26/Chd/Hry/2023 dated 20.09.2024 passed by Hon'ble NCLT, Chandigarh, the respondent no.2 company has transferred its assets to the transferee company. The respondent no.2 is not a separate legal entity as of this date and no legal action can be proceeded against respondent no.2, hence, the name of respondent no.2 should be deleted from the array of parties.
- g. That the present complaint is untenable both in facts and law and is liable to be dismissed at the very outset. Moreover, the complaint is filed without any cause of action and hence is liable to be dismissed. That the complainants are estopped by her own acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint.
- h. That the complainants have not come before the Authority with clean hands and have suppressed vital and material facts from the Authority. The correct facts are set out in the succeeding paras of the present reply.
- i. That the complainants being interested in the residential group housing real estate development of respondent no. 1 known under the name and style of "**TERRA**" located at Sector 37-D, Gurugram, Haryana (hereafter referred to as the "**Project**") applied for the allotment of a unit vide an application form dated 01.08.2023.

- j. That pursuant to booking in the said project, a flat bearing number T22-1701, Tower 22, tentatively admeasuring carpet area of 106.537 sq. ft. (hereafter referred to as “Unit”) was allotted to the complainants vide allotment letter dated 01.08.2023. The complainants consciously and wilfully opted for a time-linked payment plan as per their choice for remittance of the sale consideration for the unit in question.
- k. That subsequently, the parties executed the Agreement for Sale for the unit in question on 07.08.2023 (hereinafter referred to as “Agreement”) and the same has been registered before the sub-registrar. It is pertinent to mention that the Agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are binding on the parties. The rights and obligations of the allottees as well as the builder are completely and entirely determined by the covenants incorporated in the agreement which continue to be binding upon the parties thereto with full force and effect.
- l. The complainant took a home loan against the unit and thus the parties entered into a tripartite agreement dated 19.10.2023.
- m. That as per clause 11.1 of the agreement, respondent no.1 proposed to hand over the possession of the unit on or before 12.04.2024. The proposed due date was subject to the happening of the *force majeure* and other circumstances beyond the control of the company, the benefit of which is bound to be given to respondent no.1 in accordance with clause 11.1 of the agreement. The relevant parts of the agreement are reiterated hereunder:

*“11.1. Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, provided*

*under Rule 2(1)(f) of the Rules, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment as per the timelines mentioned in the table below unless there is delay or failure due to "force majeure", court orders, Government policy/ guidelines, decisions affecting the regular development of the Project. If, the completion of the Project is delayed due to the above-mentioned conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. ON OR BEFORE 12.04.2024."*

- n. That despite the default caused, the answering respondent no.1 applied for an occupation certificate in respect of the said unit on 28.10.2022, and the same was thereafter issued to respondent no.1 on 21.09.2023.
- o. Thereafter, respondent no.1 offered the possession of the unit to the complainants on 13.10.2023 that is before the proposed due date of possession and earnestly requested the complainants to take possession of the unit after remittance of the balance sales consideration of the unit. However, the complainants failed to take possession of the unit in a timely manner.
- p. That the complainants took possession of the unit upon his complete satisfaction and executed the conveyance deed on 06.09.2024. It was specifically and expressly agreed that the liabilities and obligations of the respondents as enumerated in the allotment letter or the agreement stand satisfied
- q. That no violation of any manner of any of the provisions of the RERA Act, 2016 has been contended by the complainants. That the Authority is a statutory body that is bound to act within the four walls of the statute under which the body has been implemented. A trite difference between a civil court and the statutory authority needs to be necessarily considered at this stage. While, before a suit is filed in a civil court, certain provisions of the law provide for inherent powers under the code, for instance, section 151 of the Code of Civil Procedure, 1908. However, there is no such

- provision under the RERA Act, 2016 that allows an exercise of wide or exemplary powers in any circumstance.
- r. That the statutory authorities are established to act on the principles of natural justice while functioning on the powers granted to them by the legislature. A bare perusal of the RERA Act shows that the said Act allows the filing of a complaint in a specific format, as provided in respective state rules, under section 31 of the RERA Act.
- s. That the afore-reiterated section 31(1) of the RERA Act also categorically allows the filing of a complaint "for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder". This further strengthens the restrictive ambit of powers of a statutory authority. That in the facts of the present matter, not one derivation can be derived from going through the entire complaint, which shows any allegation of any violation of a specific provision of the RERA Act, or the rules and regulations.
- t. That without prejudice to the above-noted contentions that the complainants have failed to allege violation of any provisions of the Act, it is imperative to note that the complainants have sought interest on the amount paid by them. The only provisions under which the complainants could seek interest on the amount paid is under section 18 of the Act, however, the complainants received the notice of offer of possession of the unit on 13.10.2023, i.e., much before the proposed due date of the offer of possession of the unit. Hence, there is no cause of action under Section 18 in the present case, and no interest on the amount paid can be granted to the complainants.
- u. That as per Section 18 of the Real Estate (Regulation and Development) Act, 2016, it is categorically mentioned that the allottees shall have the right to delayed possession charges and refund, whatsoever, only if the

respondent/builder fails to complete the construction or is unable to give the possession of the unit as per the agreement to sell. Hence, as noted above, respondent no.1 had already completed the construction and offered the possession of the unit to the complainants before the proposed due date of possession therefore respondent no.1 is not liable to pay any compensation to the complainants.

- v. That without prejudice to the contention of respondent no.1 with regard to the complainants having no cause of action to file the present complaint, that there was a delay in taking over possession of the unit by the complainants hence, the complainants cannot be allowed to reap the benefit of their own wrong.
- w. In the present complaint the offer of possession was made to the complainant on 21.09.2023 i.e., before the due date of possession (12.04.2024) hence, the present complaint is also liable to be dismissed.
- x. That the *bonafide* of respondent no.1 is imperative to note at this stage that even before reaching the proposed due date of possession, respondent no.1 has offered the possession of the unit to the complainants on 13.10.2023 before the proposed due date of possession and thereafter handed the possession of the unit. That the parties have also executed a conveyance deed dated 06.09.2024 . As per the **Recital L and Clause 3** of the conveyance deed dated 06.09.2024 , it is categorically noted that the complainants took over the physical possession of the said unit only after complete inspection and only after being completely satisfied with the unit. The relevant paras are reiterated hereunder:

*"L. The Vendee further confirms that after the execution of this Conveyance Deed, the Vendee shall not raise any issue / dispute with respect to any aspect of the Unit including but not limited to the specifications, location, size, boundaries, development of Unit and sale consideration paid (as mentioned herein) against the Unit at any time in future.*

*The Vendee further confirms that the execution of this Conveyance Deed discharges the Vendors of all their obligations, whether oral or written and express or implied, towards the Vendee and/or anyone claiming under him/her/it/them.*

*3. That the vacant and actual physical possession of the Unit has been handed over by the Vendors to the Vendee and the Vendee acknowledges to have taken over the physical possession of same after a detailed inspection of the Unit on all aspects including but not limited to its Covered Area, Carpet Area, Super Area, location, dimensions, quality of construction, workmanship, materials used in construction, finishing / fittings, fixtures, specifications, etc. and the Vendee does not have any objection and is fully satisfied with all the aspects of the Unit. The Vendee further confirms that he has checked and verified the rights, title and interest of the Land Owners in the Said Land and is completely satisfied with respect to the same. **Since the Vendee has completed the due diligence of the Unit to his complete satisfaction and therefore, it undertakes not to raise any dispute / claim whatsoever either in present or in future against the Vendors on any aspect of the Unit including but not limited to any compensation for delayed possession, quality of construction of the Unit/Project etc. The Vendee confirms and agrees that the Vendee shall be fully responsible for the Unit including maintaining possession of the Unit.***

y. That after the execution of the conveyance deed, the contractual relationship between the parties stands fully satisfied and comes to an end. That there remains no claim/ grievance of the complainants with respect to the agreement or any obligation of the parties including delay compensation

8. All the averments made in the complaint were denied in toto.

9. Copies of all the documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

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

10. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I. Territorial jurisdiction**

11. 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**

12. 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;*

13. 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 complainants at a later stage.

**F. Findings on the relief sought by the complaint**

**F.I Direct the respondent to pay the compensation (delayed possession charges as stated by complainants as stated in proceedings dated 09.12.2025) at the rate of 10%, on the total sum paid by the complainants amounting to INR.1,09,655/-.**

**F.II Direct the respondent to reimburse the amount of INR.42,000/- representing the rent for the month of April paid by the complainants due to delays attributable to respondent's actions;**

**F.III Direct the respondent to pay the legal expenses amounting to INR.20,000/- to the complainants.**

14. The above-mentioned reliefs sought are taken together for the purpose of better adjudication.
15. In the present case, it is observed that the respondent no.1 has raised the preliminary objection in its reply that the complaint is not maintainable as no cause of action arose and complainant has sought relief of compensation at rate of 10% on total amount paid. However, the same is cleared by complainant in court vide proceedings dated 09.12.2025 that complainants are seeking delayed possession charges. Therefore "compensation" in the relief sought is read as "delayed possession charges". Further the respondent no.1 has raised the objection in its reply that the complaint is not maintainable as respondent has offered the possession of the unit to the complainants on 13.10.2023 after obtaining principal occupation certificate on 21.09.2023 and thereafter, obtained final occupation certificate on 23.01.2024 prior to the due date i.e., 12.04.2024. Thereafter, complainant took the possession of the unit and acknowledged the same vide email dated 22.04.2024 on page 56 of complaint. Subsequently conveyance deed was executed in favour of complainants by respondents on 06.009.2024.
16. Clause 11 of the Agreement to Sale provides for the schedule for possession of the unit and the same is reproduced below:

***11. Possession of the Apartment***

***11.1 Schedule for possession of the said Apartment***

**ON OR BEFORE 12.04.2024**

17. The said clause 11 is mentioned the agreement to sale dated 25.08.2023, clearly states that possession of the said apartment to be delivered on or before 12.04.2024. Accordingly, the due date of possession comes out to be 12.04.2024.
18. On consideration of the documents available on record, the Authority observes that the complainants herein was allotted a unit bearing no. T22-1701, 16<sup>th</sup> floor, Tower- T22, admeasuring 2213 sq. ft., in project of the respondent named "Park Terra" situated at Sector-37-D, Gurugram vide allotment letter dated 01.08.2023, and an agreement to sale was also executed and registered between the complainants herein and the respondents regarding the said allotment on 25.08.2023. The occupation certificate for the subject unit has been obtained by the respondent promoter on 23.01.2024 and the possession has been acknowledged by the complainant vide email dated 22.04.2024 The conveyance deed is also executed between the parties on 06.09.2024.
19. The complainant is seeking delayed possession charges and other relief for providing the reimbursement of the amount of Rs.42,000/- representing the rent for the month of April paid by the complainants due to delays attributable to respondent's action and to directions to respondent to pay legal expenses. That while the respondent on the other hand is pleading that the present complaint is barred as no cause of action arose as the complainants have got the offer of possession on 13.10.2023 and complainant acknowledged that possession taken by the complainant vide email dated 22.04.2024 and thereafter, the conveyance deed executed on 06.09.2024, the transaction between the complainant and the respondent stands concluded upon the execution of the conveyance deed. Thus, the claim of the complainants is not maintainable. Both the parties through their respective counsels advanced submissions with regard to the maintainability of the compliant on the ground of cause of action.

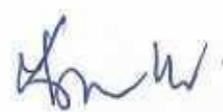
20. In line with the aforesaid facts and submissions made by the parties and documents placed on record, the Authority observes that the unit was allotted to the complainant on 01.08.2023, an agreement to sale in this regard was executed and registered on 25.08.2023. Though the possession of the unit was to be offered on or before 12.04.2024 after completion of the project but the same was offered on 13.10.2023 after receipt of principal occupation certificate on 21.09.2023 and thereafter, obtained final occupation certificate on 23.01.2024 ultimately leading to acknowledgment of possession by the complainant and execution and registration of conveyance deed on 06.09.2024. The Authority is of the considered view that the respondent has completed the construction of the project and offered possession of the allotted unit to the complainants prior to the stipulated date of possession, as per the terms of the agreement. In light of this timely completion and offer of possession, and subsequently execution of conveyance deed, the complainants are not entitled to any delay possession charges (DPC).
21. It is a settled principle under Section 18 of the Real Estate (Regulation and Development) Act, 2016, that a promoter becomes liable to pay compensation in the form of delay possession charges only in the event of a failure to complete the construction or hand over possession within the agreed timeline. In the present case, no such delay has occurred. On the contrary, the respondent has demonstrated due diligence by obtaining the principal occupation certificate on 21.09.2023 and offering possession on 13.10.2023, thereafter obtained final occupation certificate on 23.01.2024 and subsequently executed and registered conveyance deed on 06.09.2024.
22. Since there has been no breach of the agreement as well as of the provisions of Section 18(1) of the Act of 2016 for delay in the completion of the project, therefore the Authority finds no justification for awarding delay possession

charges to the complainants. Accordingly, no case for delay possession charges is made out.

23. In the light of the facts mentioned above, the complainants have not suffered any delay in the handing over of possession. Hence, the claim of the complainants w.r.t. delay possession charges is rejected being devoid of merits and no case for delayed possession charges under Section 18 of the Act, 2016 is made out. Further, with regard to the prayer seeking reimbursement of the amount of Rs.42,000/- representing the rent for the month of April paid by the complainants due to delays attributable to respondent's action and to directions to respondent to pay legal expenses, which under compensation and Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 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. Accordingly, the present complaint is devoid of merit and is dismissed as not maintainable
24. Complaint as well as applications, if any, stands disposed off accordingly.
25. File be consigned to registry.



**(Phool Singh Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

09.12.2025