

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

**Complaint No. :5005-2023
Date of Decision: 09.04.2026**

1. Mr. Rajesh Kumar son of Mr. A.K.S. Choudhary,
 2. Ms. Soni Kumari wife of Mr. Rajesh Kumar,
- both residents of Y-304, Roseland Residency, Gate No.4, Kunal Icon Road, Pimple Saudagar, Pune-411027.

.....**Complainants**

Versus

1. M/s BPTP Limited, M-11, Middle Circle, Cannught Circus, New Delhi-110001.
2. M/s Countrywide Promoters Ltd. Registered office 28, ECE House, Ist Floor, K.G. Marg, New Delhi-110001.

..... **Respondents.**

APPEARANCE

For Complainants: Ms. Deepika Yadav, Advocate
For Respondents: Ms. Tanya, Advocate

ORDER

This is a complaint filed by Mr. Rajesh Kumar & Ms. Soni Kumari (allottees) under Section 71 of The Real Estate (R&D) Act, 2016


AD

(referred as "Act of 2016") read with Rule 36(1) of The Haryana Real Estate (Regulation and Development), Rules 2017, against M/s BPTP Limited & Anr. (promoters).

2. Brief facts of the complainants' case are that they booked a flat admeasuring 1225 Sq. ft. in the project "BPTP Spacio" Sector-37D, Gurugram, developed by the respondent and paid booking amount of Rs.1,95,000/- through two cheques. On 28.10.2010, they (complainants) were allotted flat no. K-1906 in the aforesaid project. Buyer's Agreement between the parties was executed on 30.03.2011. Due date of possession was 22.07.2013.

3. That they (complainants) have paid all the instalments timely but the respondents, in their endeavour to extract money from the allottees, devised a payment plan. They (respondents) have indulged in all kinds of tricks and blatant illegality in booking. They have caused huge mental and physical harassment to them (complainants), deliberately and intentionally.

4. That the respondents failed to complete the project and to obtain the occupancy certificate for the unit in time and retained the hard-earned money paid by them (complainants) for so many years.

5. That being aggrieved with the acts of the respondents, they (complainants) filed a complaint bearing No.3379/2020 before the


AO

Authority seeking delay possession charges. The Authority vide its order dated 26.04.2022 directed the respondents to pay delayed possession charges at the rate of 9.30% p.a. from 22.07.2013 till 01.08.2020.

6. That the respondents without consent of the complainants, increased the super area of the said unit even after the direction of the Authority vide its judgment dated 26.04.2022, whereby the super area was reduced from 1.303 to 1.225. However, the respondents have still charged the Preferential Location Charges, at the illegally increased super area.

7. That the respondents claimed escalation charges, electrification and STP charges without giving any Audit Report or any other proof to justify such escalation. The respondents have not yet offered the final physical possession of the said unit to them (complainants) and have only handed-over the temporary possession for the purpose of "fit-outs", which is not a valid possession in the eyes of law.

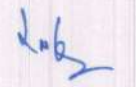
8. Contending all this, the complainants have prayed for following reliefs:

- i) to direct the respondents to provide compensation of Rs. 10,00,000/- for continuous harassment of the complainants

AO

due to their non-compliance of the Judgment dated 26.04.2022, of the Authority.

- ii) to direct the respondents to pay compensation of Rs. 10,00,000/- for illegally charging extra EEC, FFC, PBIC & car parking charges in complete defiance of Judgment dated 26.04.2022.
- iii) to direct the respondents to provide the total rental dues of Rs. 34,95,333/- that has been incurred by the complainants due to the delay in possession of the unit by the respondent, along with all other facilities, amenities and services as mentioned under the brochure and Builder Buyer Agreement and assured at the time of booking.
- iv) to direct the respondents to provide compensation of Rs. 20,00,000/- for causing financial and mental agony and harassment to the complainants.
- v) to direct the respondents to provide the compensation of Rs. 5,00,000/- towards the legal costs incurred.
- vi) to direct the respondents to award the compensation of Rs.2 lakhs for special damages causing loss of future earning and punitive damages causing huge financial loss by the fraudulent behaviour of the respondents.


AO

9. The respondents contested the complaint by filing a written reply. It is averred that they (respondents) completed the project and offered the possession of the unit to the complainants on 01.08.2020 after having received occupation certificate on 30.07.2020. Along with the offer of possession, they (respondents) provided the benefit of Rs.4,52,227/- to the complainants, in lieu of compensation/loyalty bonus.
10. That aggrieved with the quantum of compensation given by the respondents, the complainants approached the Authority by filing a complaint No.3379 of 2020. The Authority vide its order dated 26.04.2022 granted Delayed Possession Charges. Thereafter, the complainants filed an execution, where the respondents have paid an amount of Rs.9,51,480/- to the complainants.
11. That out of the total sale consideration of Rs.52,11,534/-, the complainants have paid only Rs.39,71,304.53 and they defaulted in making the complete payment. The delay possession charges are already in the form of compensation and no additional compensation can be paid.
12. Stating all this, the respondents prayed for dismissal of complaint, with exemplary costs.

AD

13. Both of the parties filed affidavits in support of their claims.

I have heard learned counsels appearing for both of parties and perused the record.

14. The factual matrix i.e. booking/allotment of flat admeasuring 1225 Sq.feet by the respondents in favour of the complainants in its project "BPTP Spacio", Sector-37D, Gurugram, payment of Rs.1,95,000/-, execution of BBA and due date of possession being 22.07.2013 did not remain in dispute, during deliberations. It is also not denied that the respondents failed to complete the project and to get Occupation Certificate of the unit in question, within agreed time.

15. As mentioned above, aggrieved in this manner, the complainants approached the Authority seeking delayed possession charges. Said complaint was allowed by the Authority and the respondents have been directed to pay delayed possession charges at the rate 9.30% per annum from 22.07.2013 till 01.08.2020.

16. For the sake of argument, even if it is presumed that the respondents did not make a valid offer of possession, rather gave only "fit out possession", the jurisdiction to allow relief in this regard is with the Authority and not with the Adjudicating Officer. Further, the complainants have already approached the Authority seeking DPC and

date
A.O

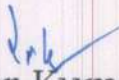
hence, no reason to allow further compensation for delay, if any, in handing over possession.

17. So far as plea of the complainants that super area of their unit was increased, without their consent, is concerned, no evidence is adduced to prove this fact.

18. When the complainants have already been allowed compensation in the form of delayed possession charges, no reason to allow any other compensation in the name of delay in possession.

19. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court
today i.e. on **09.04.2026**.


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