

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

Complaint No. :194-2024

Date of Decision: 02.09.2026

Mr. Ajay Chaturvedi resident of H.No.B-103, Surya Vihar, Opp. Sector-4,
Gurugram, Haryana-122001.

.....Complainant.

Versus

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

..... Respondents.

APPEARANCE

For Complainant:

Ms. Deepika Yadav, Advocate

For Respondents:

Mr. Venket Rao, Advocate

ORDER

This is a complaint filed by Mr. Ajay Chaturvedi (allottee) under Section 31 read with Section 71 of The Real Estate (Regulation & Development) Act, 2016 (referred as "Act of 2016") read with Rule


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36(1) of The Haryana Real Estate (Regulation and Development), Rules 2017, against M/s BPTP Limited & Anr. (promoters).

2. Briefly stated, according to the complainant, on 20.08.2010, he booked a flat admeasuring 1225 sq. ft. in a project "BPTP Spacio", Sector-37D, Gurugram, being developed by the respondents. On 12.11.2010, he (complainant) was allotted a flat No.1504 in the said project. A Builder Buyer Agreement (BBA) among the parties was executed on 31.03.2011. Due date of possession was 20.08.2013. Total cost of the unit was agreed at Rs.43,12,250/- and he (complainant) paid entire amount in time bound manner.

3. That the respondents after having accepted an exorbitant amount of money from him (complainant) were obligated to complete the project in time and to deliver the flat within the agreed time, but they failed to do so and retained his (complainant's) hard earned money.

4. That being aggrieved with the acts of the respondents, he (complainant) filed a complaint before the Authority seeking delay possession charges along with interest on the amount paid by him(complainant). The Authority vide its order dated 26.04.2022 directed the respondents to pay delayed possession charges at the rate of 9.30% per annum from 09.09.2013 till 01.04.2021.

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5. That the respondents without his (complainant's) consent increased the super area of the unit in question and charged the preferential location charges at the illegally increased super area. They also escalated Electrification and STP charges and illegally charged car parking charges from the actual amount claimed as per BBA. Physical possession of the unit in question has not been handed over to him (complainant) till now. The respondents thus acted unreasonably, arbitrarily and fraudulently just to deceive him (complainant). He (complainant) has suffered loss of rent.

6. Contending all this, the complainant has prayed for following reliefs:

- i) to direct the respondents to provide compensation of Rs.20,00,000/- for continuous harassment of the complainant 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 loss of Rs.34,96,241.10/- that has been incurred by the complainant due to the delay in possession of the unit by the respondents, along with all other facilities, amenities and services as mentioned

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under the Brochure and Builder Buyer Agreement and assured at the time of booking;

- iv) to direct the respondents to provide the total loss on interest on rent to the tune of Rs. 22,18,020.34/- that has been incurred to the complainant.
- v) to direct the respondents to provide compensation of Rs.20,00,000/-for causing financial and mental agony and harassment to the complainant;
- vi) to direct the respondents to pay compensation of Rs. 5,00,000/- for illegally charging maintenance charges annually instead of quarterly, despite clear orders of the Authority.
- vii) to direct the respondents to pay compensation of Rs. 10,00,000/- for deliberately delaying the execution Conveyance deed in favour of the Complainant.
- viii) to direct the respondents to provide the compensation of Rs.4,00,000/-towards the legal costs incurred.

7. The respondent No.1 contested the complaint by filing a written reply. It is averred that the respondent No.2 is a mere confirming party to the agreement. No specific relief or allegations against the respondent no.2 have been made in the complaint. The


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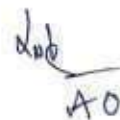
respondent No.2 has transferred its assets to the Transferee Company. It (respondent No.2) is not a separate legal entity as on date and no legal action can be proceeded against it.

8. That it (respondent No.1) offered the possession of the unit to the complainant on 01.02.2021 after having received the Occupation Certificate. They (respondents) provided benefit of Rs.4,40,750/- in lieu of compensation during the time of offer of possession. Additionally, delayed possession charges amounting to Rs.15,79,991/- have also been provided to the complainant in compliance of the order dated 26.04.2022 passed by the Authority. Moreover, Conveyance Deed between the parties was executed on 24.08.2023.

9. Stating all this, the respondent No.1 has prayed for dismissal of complaint, with exemplary costs.

10. 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.

11. As described earlier, the complainant has sought compensation for rental loss of Rs.34,96,241.10P due to delay in possession of unit by the respondents, again compensation of Rs.20 lakhs for continuous harassment due to non-compliance of judgment


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passed by the Authority dated 26.04.2022 and further a sum of Rs.22,18,020.34 as interest on rent.

12. Even as per the complainant, the same had approached the Authority seeking Delay Possession Charges and the Authority vide order dated 26.04.2022 allowed the said complaint and the respondents have been directed to pay Delay Possession Charges at the rate of 9.30% per annum from 09.09.2013 till 01.04.2021.

13. It is worth mentioning here that the complainant did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. Proviso added to sub section (1) of section 18 provides 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 handing over of possession, at such rate as may be prescribed. The parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

14. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case "**Greater Noida Industrial**

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**Development Authority vs. Ranjan Misra" Appeal No. 70 of 2023
decided on 20.04.2023-----;**

"13.9. If we closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."

15. Similar was finding of Haryana Real Estate Appellate Tribunal in case "TATA Housing Development Company Limited vs. Nitin Singhal & Surendra Kumar Singhal, Appeal No.737 of 2023 decided on February 17,2026.

16. As the complainant has already been allowed delay possession charges by the Authority, the same cannot claim compensation in the name of rental loss.

17. Although during deliberations, it was claimed that the respondent No.1 has already paid amount of Delay Possession Charges as directed by the Authority. Even if no such amount has been paid by the respondent No.1, the remedy before the complaint is to file

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execution petition before the Authority and not to approach this forum seeking compensation. Request for compensation in this regard is thus declined.

18. The complainant has sought compensation of Rs.10 lakhs for illegally charging extra EEC, FFC, PBIC and car parking charges. It depends upon the agreement between the parties whether the respondents were entitled to recover such charges or not. The complainant failed to prove that there was no such agreement between the parties, where the respondents had no right to recover these charges. I find no reason to allow any compensation on this count.

19. Further, the complainant is seeking compensation of Rs.500,000/- for illegally charging maintenance charges annually instead of quarterly, despite order of the Authority. The complainant did not file copy of any such order passed by the Authority. No such compensation can be granted as the complainant has failed to prove passing of such an order.

20. The complainant requested for compensation of Rs.10 lakhs from the respondent for deliberately delaying the execution of Conveyance Deed in his favour.

21. It is submitted by learned counsel for the respondent that Conveyance Deed could not be executed due to delay on the part of


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complainant for not paying relevant charges i.e. stamp duty etc. Even according to the complainant (as mentioned in his written submissions), he paid requisite stamp duty of Rs.3,51,000/- on 02.08.2023, whereas Conveyance Deed was executed on 24.08.2023. Taking this fact as true, there was no unreasonable delay on the part of the respondents in execution of Conveyance Deed. The complainant is thus not entitled to any compensation in this regard.

22. As detailed above, according to the complainant, the respondents have collected IFMS (interest free maintenance security) to the tune of Rs.61,250/-. The promoters are getting interest on this amount but did not pass on to him i.e. the complainant. According to complainant, all this was illegal, arbitrary and unilateral. A builder's statement of account i.e. Annexure C-4 has been put on file.

23. The fact that Rs.61,250/- were collected by the respondent as IFMS is not disputed on behalf of the respondents, during deliberations. When the respondents collected some amount in the name of maintenance security and earned interest from the bank, but did not pass it over to the allottee/complainant, who paid the amount, all this is nothing but unfair trade practice and unjust enrichment on the part of the respondents, which is not permissible by law. The respondents are thus directed to pass on the amount of the interest

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earned by them on the amount of IFMS, received by the same from the complainant.

24. When the complainant has already been allowed Delay Possession Compensation, I find no reason to allow any compensation in the name of causing financial and mental agony to him (complainant) or any compensation towards legal cost. Parties to bear their own costs.

25. Further, learned counsel for the respondents requested that name of respondent No.2(M/s Country Wide Promoters Pvt. Ltd.) be deleted from the array of the respondents as the same is not in existence and transferred its assets to the Transferee Company.

26. This plea is refuted by learned counsel for the complainant. No evidence is adduced by the respondents to prove said fact. Admittedly, BBA was entered between the complainant on one side and both of respondents on the other side. Further, the Authority also directed both of respondents in complaint referred earlier to pay DPC. No reason to dismiss the complaint against respondent No.2. Both of respondents are held jointly and severally liable to pay amount of compensation.

27. The complaint is thus disposed of. The respondents are directed to pay the amount of interest received by same from the bank on the amount paid by the complainant as IFMS along with interest at


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the rate of 11% per annum from the date the same received from the bank till realization of the amount.

File be consigned to the record room.

Announced in open Court
today i.e. on **02.09.2026**.

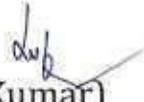

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory,
Gurugram.

Mr. Ajay Chaturvedi Vs. M/s. BPTP Ltd. & Anr.

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

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
02.09.2026