

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

Complaint no. :	4826 of 2022
Date of complaint :	08.07.2022
Order pronounced on:	15.02.2024

Indira Gandhi R/o: Q-302, Devinder Vihar, Sector-56, Gurugram.	<b>Complainant</b>
Versus	
M/s Vatika Limited Registered office: Tower-A, Vatika City Center, 5 <sup>th</sup> Floor, Sector-83, Gurugram.	<b>Respondent</b>

<b>CORAM:</b>	
Shri Vijay Kumar Goyal	<b>Member</b>
<b>APPEARANCE:</b>	
Shri Digamber Raghav & Shri Gaurav Rawat, Advocates	Complainant
Shri Harshit Batra, Advocate	Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee 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 under the provisions of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

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**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 and location of the project	"Gurgaon City Homes", at Vatika India Next, Sector-85, Gurugram.
2.	Nature of Project	Residential colony
3.	Unit No.	401/2/1 <sup>st</sup> Street, 4 <sup>th</sup> Floor, Block-2 (BBA at page 43 of reply) A5-302 (page 96 of complaint)
4.	Unit area admeasuring (Super Area)	1457 sq. ft. (page 95 of complaint & BBA at page 43 of reply) 1733.96 sq. ft. (page 96 of complaint)
5.	Allotment letter	15.07.2010 For unit = A5-302 (page 58 of reply)
6.	Date of buyer agreement	<b>15.05.2009</b> [401/2/1 <sup>st</sup> Street, 4 <sup>th</sup> Floor, Block-2] (page 42 of reply)
7.	Addendum to buyer agreement	09.02.2011 For unit = A5-302 (page 59 of reply)
8.	Possession clause	<b>10.4 Schedule for Possession of the said Apartment</b> "The Company based on its present plans and estimates and subject to all just exceptions, contemplates <b>to complete construction of the said Building/ said Apartment within a period of three (3) years from the date of execution of this Agreement</b> unless there shall be delay or there shall be failure due to reasons mentioned in Clauses (11.1), (11.2), (11.3) and Clause (39) or due to failure of Allottee(s) to pay in time the price of the said Apartment along with all other charges and dues in accordance with the schedule of

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		<i>payments given in Annexure III or as per the demands raised by the Company from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement."</i>
9.	Due date of possession	<b>15.05.2012</b> (Calculated from the date of execution of buyer's agreement.)
10.	Total Sale Consideration	Rs.38,72,850/- <b>For 401/2/1<sup>st</sup> Street, 4<sup>th</sup> Floor, Block-2</b> <b>(page 95 of complaint &amp; BBA at page 43 of reply)</b>
		Rs.48,02,053.74/- <b>A5-302</b> <b>(page 96 of complaint)</b>
11.	Amount paid by complainant	Rs.51,11,729.03/- (as per SOA dated 25.10.2023 at page 60 of reply)
12.	Occupation certificate	<b>30.08.2016</b>
13.	Intimation for possession	16.03.2015 (page 63 of reply)
14.	Offer of possession	30.04.2015 (page 68 of reply)
15.	Inspection for possession	05.06.2015 (page 69 of reply)
16.	Possession letter	05.06.2015 (page 70 of reply)
17.	Indemnity bond	16.03.2015 (page 63 of reply)

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- I. That in the year of 2008, the complainant applied for booking of an Independent flat in the project of the respondent called "VATIKA INDIA NEXT", situated at sector-83, Gurugram and made a payment of Rs.6,00,000/- vide three cheques bearing no. 696539 amounting to Rs.1,00,000/-, 696538 amounting to Rs.3,00,000/- & 696537 amounting to Rs.2,00,000/-.





- II. That the respondent while confirming the booking, issued an allotment letter dated 24.10.2008 of unit bearing no. 3BR/172 in the Project named "Gurgaon City Homes" by Vatika India Next, Sector-83 to 85, Gurugram with basic rate of Rs.2,814/- per sq. ft.
- III. That builder buyer's agreement was executed on 15.05.2009 between the parties for the unit bearing no. 401/2/1<sup>st</sup> street, 4<sup>th</sup> Floor, Block 2, with super area of 1,457 sq. ft.
- IV. That the respondent called the complainant and offered a new unit bearing no. A5-302 in project "Gurgaon City Homes", situated at sector-83, Gurugram, with the extending super area of the flat from 1,457 sq. ft. to 1,733.96 sq. ft. and issued a letter dated 16.04.2013.
- V. That against the demands raised by the respondent, based on the payment plan, the complainant paid a total amount of Rs.47,68,405/- against the total sale consideration of Rs.47,68,405/-.
- VI. That after the timely payment against each and every demand letters, the complainant was hoping that she will get possession of apartment as per the delivery date provided in the agreement. Unfortunately, on regularly visiting the site, it was realized by the complainant that the construction of the site was not as per the construction plan.
- VII. That there is an inordinate delay on part of the respondent in delivering the possession in violation of the terms and conditions of the apartment buyer's agreement amounts to deficiency in the services offered by the respondent. That as per section 18 & 19 of the Act, the respondent is liable to pay interest to the allottee of apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.

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VIII. That Accordingly, the complainant is entitle to get interest for delayed period on the amount paid by him at the rate of MCLR + 2% under section 18 of the Act.

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

4. The complainant has sought following relief:
  - i. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.
  - ii. Direct the respondent to execute the conveyance deed of the unit in question in favour of the complainant.
  - iii. Direct the respondent not to force the complainant to sign any indemnity cum undertaking indemnifying the builder for anything legal as precondition for signing the conveyance deed.
  - iv. Direct the respondent not to charge anything which is not a part of the payment plan as agreed upon.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent/builder.**

6. The respondent has contested the complaint by filing reply on the following grounds: -
  1. That the present complaint is not maintainable and should be dismissed at the outset, as the complaint is barred by limitation.

That the Schedule I, Part II, No.137 of the Limitation Act specifies that:

*"Any other application for which no period of limitation is provided elsewhere in this Division: Three years"*





That in cases where no specific limitation period is mentioned in the Act, the limitation of 3 years applies.

- II. That the complainant has got no *locus standi* or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the Buyer's Agreement dated 15.05.2009 as shall be evident from the submissions made in the following paragraphs of the present reply.
- III. That the complainant had taken the peaceful possession on 05.06.2015, as is evident from the possession letter and the handing over note. Also, the complainant is been living in peaceful possession since almost 8 years now. And after 8 years, have filed the present case with the sole purpose to harass the Respondent. That no cause of action persists as on date and hence, the present complaint is liable to be dismissed.
- IV. That the present complaint is not maintainable in law or on facts. The present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Hon'ble Authority and can only be adjudicated by the Civil Court. Therefore, the present complaint deserves to be dismissed on this ground alone.
- V. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. That the respondent has duly performed its part of obligations well within time and offered the possession on 30.04.2015. That the

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complainant has taken over the vacant and peaceful possession of the said unit on 05.06.2015. Thus, in accordance with the definition of Rule 2(o) of the Rules, the project in question does not come within the meaning and ambit of "ongoing project" and accordingly this court has no jurisdiction to deal with the present matter. That the provisions of the RERA Act specifically states that the project which are ongoing on the date of commencement of the said Act and for which the completion certificate has not been issued are subject to registration. In the present case, the possession of the said unit has been taken by the complainant prior to the enactment of the said Act.

- VI. That the complainant has not come before this Hon'ble Authority with clean hands and has suppressed vital and material facts from this Hon'ble Authority. The correct facts are set out in the succeeding paras of the present reply. That the complainant is vehemently and most humbly stated that bring out the true and correct facts and circumstances is subject to the contention of the respondent that the Hon'ble Authority has no jurisdiction to deal with the present matter and that the present complaint is not maintainable for reasons stated in the present reply.
- VII. That the complainant approached the respondent and expressed interest in booking of an apartment in the residential group housing colony developed by the respondent known as "City Homes" situated in 30A, Homes Avenue, Vatika India Next, sector-83, Gurgaon, Haryana.
- VIII. That prior to the booking, the complainant conducted extensive and independent enquiries with regard to the project, only after being fully satisfied on all aspects, that she took an independent and informed decision, uninfluenced in any manner by the respondent, to book the unit in question. Thereafter, the complainant, vide an application form dated





14.07.2008 applied to the respondent for provisional allotment of the unit. That the complainant was being given with a priority number 3BR/172. At this instance, it is categorical to note that the priority no. was not the unit number and the same was specified in the allotment letter dated 24.10.2008.

- IX. That it is very categorically stated that the complainant has attempted to mislead the Hon'ble Authority by stating that the unit has changed more than once. The complainant has portrayed the priority number to be a unit number, however, that is not the case, as evident from above. Hence, the allegations of the complainant are false, concocted and frivolous and should be dismissed at the outset.
- X. That pursuant thereto, unit bearing no 401/2/1st street, located on the Fourth Floor, admeasuring 1457 sq. ft. (tentative area) (the "Old Unit") was allotted and duly accepted by the complainant vide letter dated 15.11.2008.
- XI. That consequently, the builder buyer agreement for the Old Unit was executed on 15.05.2009. It is pertinent to mention that the buyer's agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are binding on the Parties.
- XII. That at the time of booking of the said unit, the complainant was made clear that the said allotment is tentative subject to the approval of concerned competent authorities as per clause B of the agreement. That it was also made clear to the complainant that the unit allotted to her is provisional in nature subject to the change as per the final sanctioned plans as approved by the competent authority. That the said position was

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duly acknowledged by the complainant without any demur/protest. That the relevant clauses are reproduced herein below for ready reference:

- XIII. That as per clause 10.1 of the agreement, the due date of possession was subject to the allottees having complied with all the terms and conditions of the agreement. That being a contractual relationship, reciprocal promises are bound to be maintained. That the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the agreement which continues to be binding upon the parties thereto with full force and effect.
- XIV. That the complainant had defaulted/delayed in making the due payments upon which, reminders were also served to the complainant. That the bonafide of the respondent is also essential to be highlighted at this instance, who had served a number of request letters and demand notes to the complainant to ensure that the payments are made in a timely fashion. A number of letters dated 13.01.2011, 22.02.2011, 12.09.2013, 05.03.2014, 05.06.2014, 13.08.2015, 12.09.2014 were issued to the complainant reminding to make the payment.
- XV. That it must also be noted that the respondent had the right to suspend the construction of the project upon happening of circumstances beyond the control of the respondent, however, despite all the hardships faced by the respondent, the respondent did not suspend the construction and managed to keep the project afloat through all the adversities.
- XVI. That the remittance of all amounts due and payable by the complainant under the agreement as per the schedule of payment incorporated in the agreement which was of the essence. It has also been provided therein that the date for delivery of possession of the unit would stand extended in the event of the occurrence of the facts/reasons beyond the power and



control of the respondent. It is pertinent to mention that it was categorically provided in clause 11.1 that in case of any default/delay by the allottees in payment as per the schedule of payment incorporated in the agreement, the date of handing over of possession shall be extended accordingly, solely on the respondent's discretion till the payment of all outstanding amounts to the satisfaction of the respondent. Since, the complainant has defaulted in timely remittance of payments as per the schedule of payment the date of delivery of possession is not liable to be determined in the manner sought to be done by the complainant.

XVII. That the time schedule for handing over the possession given under clause 10.1 of the agreement was subject to other terms and conditions of the agreement such as timely payment of the instalments by the complainant and reasons of delay which are beyond control of the Respondent. Further, the delivery of possession was also subject to the force majeure circumstances as under clause 39 of the agreement

- That in the year, 2012 on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals (which includes and) was regulated. The Hon'ble Supreme Court directed framing of modern mineral concession rules. Reference in this regard may be had to the judgment of Deepak Kumar v. State of Haryana, (2012) 4 SCC 629. The competent authorities took substantial time in framing the rules and in the process the availability of building materials including sand which was an important raw material for development of the said Project became scarce.
- That the Respondent was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and

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National Green Tribunal there by regulating the mining activities, brickkilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc.

- That the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A. No.171/2013, wherein vide Order dated 02.11.2015 mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna River bed. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court and the National Green Tribunal in Punjab and Uttar Pradesh as well.
- The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost 2 years that the scarcity as detailed aforesaid continued, despite which all efforts were made and materials were procured at 3-4 times the rate and the construction continued without shifting any extra burden to the customer. The time taken by the Respondent to develop the project is the usual time taken to develop a project of such a large scale and despite all the force majeure circumstances, the Respondent completed the construction of the Project diligently and timely, without imposing any cost implications of the aforementioned circumstances on the complainant and demanding the prices only as and when the construction was being done.
- That the main reasons for the delay in project was due to the non-acquisition of sector roads by HUDA, Initiation of GAIL corridor



passing through the "Vatika India Next" Project, Non- shifting of High-tension lines passing through the project by DHBVN. It is submitted that the "Vatika India Next" is large township and Respondent has already given possession more than approx. 5000 apartments in the past few years which includes plots, villas, independent floors, group housing flats and commercial. That due to extraneous reasons which is beyond control of the respondent, the respondent was unable to execute and carry out all necessary work for completion in some part of the Project. There was change in the master layout plan of the project by the concern govt. agencies because of which the entire plot cluster map changed, and due to this there was a delay in the handing over the possession.

- XVIII. All the reliefs claimed by the complainant is false and frivolous and hence denied, and therefore the complainant is not entitled for any such reliefs.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

**E. Jurisdiction of the authority**

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**

8. 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 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.

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Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject matter jurisdiction**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.*

10. 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. Findings on the objections raised by the respondent.**

**F. I Objection regarding force majeure conditions:**

11. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders of the NGT, High Court and Supreme Court and various govt. schemes but all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 15.05.2012. Hence, events alleged



by the respondent do not have any impact on the project being developed by the respondent. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

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

**G.I Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.**

12. On consideration of the documents available on record, the authority observes that a unit bearing no. 401/2/1<sup>st</sup> street, 4<sup>th</sup> floor, block-2 in project namely "City Homes" was allotted to the complainant vide allotment letter dated 24.10.2008. A buyer's agreement was executed inter se parties on 15.05.2009 with respect to the allotted unit. And thereafter, due to change in layout plan of the said project, the complainant was offered to choose another unit and allotted a unit bearing no. A5-302, admeasuring 1733.96 sq. ft. super area vide allotment letter dated 15.07.2010 and the same was accepted by the complainant. Further, an addendum to the buyer's agreement was issued by the respondent on 09.02.2011 with respect to unit bearing no. A5-302 (super area 1733.96 sq. ft.) with a copy of revised payment plan and states that *'the above-mentioned documents will be read in consonance with the terms and conditions of the apartment buyer's agreement executed by you'*. As per clause 10.1 of the buyer's agreement dated 15.05.2009, the possession of the subject unit was to be offered to the complainant on 15.05.2012.

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Admittedly, the possession of the unit has been already offered to the complainant on 30.04.2015 and taken over by the complainant on 05.06.2015 after inspection of the unit in question on 05.06.2015. So, now the question for consideration arises as to whether the complainant is entitled to delay possession charges from the due date of possession i.e., 15.05.2012 till actual handing over of possession after the receipt of OC.

13. Though, the complainant is claiming delay possession charges till handing over of possession on the basis of occupation certificate, but it is admittedly in possession of the subject unit since 05.06.2015 and the present complaint has been filed by complainant on 08.07.2022, which is beyond the limitation of 3 years.
14. There has been complete inaction on the part of the complainant for a period of more than Seven years till the present complaint was filed in July, 2022. The complainant remained dormant of their rights for more than seven years and they didn't approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise the principle of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.

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15. Further, as observed in the landmark case i.e. **B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]**, the Hon'ble Supreme Court held that "*Law assists those who are vigilant and not those who sleep over their rights*" Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.

16. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the relief of seeking delay interest on total amount paid, is not maintainable after such a long period of time as the law is not meant for those who are dormant over their rights. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause. In the light of above, the said relief is declined being not maintainable as barred by limitation.

**G.II Direct the respondent to execute the conveyance deed of the unit in question in favour of the complainant.**

17. The complainant is seeking the relief for the registration of conveyance deed in accordance with section 17 of the Act of 2016. The complainant had taken the possession of the unit on 05.06.2015 on offer of the possession of the unit in question. Whereas the possession was offered by the respondent/promoter without obtaining the occupancy certificate as per clause 13 of the buyer's agreement, the respondent shall prepare and execute along with allottee(s) a conveyance deed to convey the title of the said apartment in favor of the allottee but only after receiving full payment

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of total price of the apartment and the relevant clause of the agreement is reproduced for ready reference: -

**13. Conveyance of the said apartment**

*"The Company, its Associates Companies, its Subsidiary Companies as stated earlier shall prepare and execute along with the Allottee a conveyance deed to convey the title of the said Apartment in favour of Allottee but only after receiving full payment of the total price of the Apartment and the parking space allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Company from time to time prior to the execution of the Conveyance Deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorizes the Company to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Company is made by the Allottee and agrees to bear the consequences. The Allottee undertakes to execute Conveyance Deed within the time stipulated by the Company in its written notice failing which the Allottee authorizes the Company to cancel the allotment and terminate this Agreement in terms of Clause (12) of this Agreement and to forfeit out of the amounts paid by him/her the earnest money, delayed payment of interest any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed in Clause (12) Supra. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies / penalties imposed by the competent authority (ies). Any increase / decrease in the Stamp Duty charges during the period when the case for execution of the Conveyance Deed of the allotted flat is being processed by the Company shall be borne by / refunded to the Allottee."*

18. It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of OC.
19. As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide for transfer of title and the same is reproduced below:



**"Section 17: Transfer of title.**

*17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*

*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."*

20. As OC of the unit has been obtained from the competent authority on 30.08.2016, therefore, there is no reason to withheld the execution of conveyance deed which can be executed with respect to the unit. Accordingly, the authority directs the respondent to execute the conveyance deed in favour of the complainant after payment of stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.

**G.III Direct the respondent not to force the complainant to sign any indemnity cum undertaking indemnifying the builder for anything legal as precondition for signing the conveyance deed.**

21. The respondent is directed not to place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has been decided by the authority in complaint bearing no. **4031 of 2019 titled as Varun Gupta V. Emaar MGF Land Ltd.**

**G.IV Direct the respondent not to charge anything which is not a part of the payment plan as agreed upon.**


22. The respondent is directed not to charge anything which is not a part of the revised payment plan as agreed between the parties.



**H. Directions of the authority**

23. 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. The respondent/promoter is directed to execute the conveyance deed in favor of the complainant/allottee within 3 months as per section 17 of the Act, upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.
  - ii. The respondent/promoter is directed not to charge anything which is not a part of the revised payment plan as agreed between the parties.
24. Complaint stands disposed of.
25. File be consigned to registry.

Dated:15.02.2024

  
(Vijay Kumar Goyal)  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram

**HARERA**  
GURUGRAM