



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

**Complaint no.** : 678 of 2024  
**Date of order** : 29.01.2025

1. Babita Tiwari
2. Yogesh Tiwari

**Both R/o:** House no.-17, Clifton Terrace  
Englewood cliffs, N J 07632,

**Complainants**

Versus

M/s Brahma City Pvt. Ltd.

**Office at:** - Floor-10<sup>th</sup>, Tower-D, Global Business  
Park, MG Road, Gurugram-122002.

**Respondent**

**CORAM:**

Shri. Ashok Sangwan

**Member**

**APPEARANCE:**

Manish Yadav (Advocate)  
Dinesh Yadav (Advocate)  
Karanjawala & Co. (Advocates)

**Complainants**

**Respondent**

**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 under the provision of the Act or the rules and regulations made thereunder or to the allottee 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.No	Particulars	Details
1.	Name of project	"Miracle Mile" (Inspire)
2.	Location of project	Sector-60, Gurugram, Haryana
3.	Nature of project	Commercial
4.	DTCP License	License no. 64 of 2010
5.	HRERA Registered	Registered Vide registration no. 327 of 2017 Dated-23.10.2017
6.	Letter sent by respondent inviting objections for changes in demarcation plan	16.05.2014 (As on page no. 29 of complaint)
7.	Intimation about change in unit sent by respondent [Note: Earlier: Unit no. 30, Floor ground, Area:- 507.41 sq.ft.]	31.07.2018 (As on page no. 53 of complaint)



	<b>Now:</b> Unit no. 50, Floor-Ground, Area:-569.85 sq.ft.]	
8.	Acceptance of the abovesaid changes by complainant	31.07.2018 (As on page no. 54 of complaint)
9.	Agreement For Sale	08.01.2019 (As on page no. 69 of complaint)
10.	Unit no.	GF- 58, Type-Shop, Floor-Ground (As on page no. 81 of complaint)
11.	Possession clause	<b>Clause-7.1</b> <i>The promoter assures to handover possession of the Commercial Unit as per agreed terms and conditions on or before 31.03.2022 unless there is delay 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 conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial unit.</i> <i>[Emphasis supplied]</i> (As on page no. 88 of complaint)
12.	Due date of possession	01.10.2022

		[31.03.2022 + 6 months on account of Covid-19]  [Note: Vide proceedings dated 20.11.2024, the same has been inadvertently mentioned as 31.03.2022]
13.	Total sale consideration	Rs.76,66,448.77/-  (As per account statement on page no.149 of complaint)
14.	Amount paid	Rs.64,47,768.69/-  (As per account statement on page no.149 of complaint)  [Note : To be clarified]
15.	Occupation certificate	16.08.2023  (As per clause D of the Conveyance Deed)
16.	Offer of possession	08.11.2023  (As on page no. 141 of complaint)
17.	Possession letter	25.09.2024  (As on page no. 165 of complaint)
18.	Conveyance Deed	25.01.2024  (As per the conveyance deed placed on record by the counsel for the complainants during proceedings dated-29.01.2025)

**B. Facts of the complaint**

3. The complainants have made the following submissions: -

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- I. That believing on the representation of the respondent and allurements of various specifications about their project "Miracle Mile"(INSPIRE) at Brahma City, Sec 60, Gurugram, Haryana, the complainants booked a commercial shop measuring 507.411 sq.ft. and paid Rs.6,00,000/- vide cheque no. 454208 and also made various payments in cash amounting to Rs.26,01,543/- i.e. in total paid Rs.32,01,543/- as provisional booking amount and was allotted a commercial shop bearing no. 30 on ground floor measuring 507.411 sq.ft. under the construction link payment plan for a basic sale consideration of Rs.10,000/- per sq.ft. along with preferential location charges at 15% .
- II. That the respondent was in violation of the licence and building bye laws and no progress occurred at the project with no fault on part of the complainants and the license of the respondent was also revoked by DTCP Haryana for violation of the norms. Later, the license was restored on 02.12.2015 by the DTCP Haryana.
- III. That the complainants wrote an email dated 14.08.2017 addressing their grievances stating that neither the respondent is starting any work on the project now replying to the complainants and thus asked to refund the amount taken by the respondent. Despite specific demand of refund of the money, the amount was not refunded by the respondent. Instead, the complainants were asked to apply and fill new application form and the amount taken by the respondent would be re-adjusted in the new unit. The respondent misused its dominant position and the complainant seeing no other option applied and filled new application form
- IV. That the respondent changed the name of the project and applied for HARERA registration in the name of "INSPIRE" at Sector 60, Gurugram but as the project has got more publicity in the name of Miracle Mile , the respondent kept the earlier name also. It is pertinent to mention that the

- project name "Miracle Mile" or/and "Inspire" denotes the same project developed by the respondent for all intents and purposes.
- V. That the respondent informed the complainants about the change in the unit number and asked for the consent of the complainants pursuant to change in building plans and the complainants were compelled to fill new application form and applied afresh for unit No. 58 on Ground Floor in Block M admeasuring 569.85 sq ft.
- VI. That the respondent sent a letter dated 12.11.2018 to the complainants acknowledging allotment of the unit. That the respondent also took lame excuse of non-acceptance of money from the complainants without registration of the Agreement for Sale and even threatened them to cancel the allotment and forfeit the money.
- VII. That the Agreement for Sale / Builder Buyer Agreement was executed between the complainants and the respondent and the complainants were allotted a commercial shop bearing no 58 admeasuring 569.85 sq .ft. on Ground Floor in Tower/ Block- M in "Miracle Mile"(Inspire) located at Brahma City Sector 60 Gurugram, for a total sale consideration of Rs.80,72,663/- along with other charges to be paid at the time of possession.
- VIII. According to clause 7.1 of the Agreement for Sale/ Builder Buyer Agreement, the due date of handing over possession was on or before 31.03.2022. That the respondent/ builder has assured and promised to hand over possession of the unit by 31.03.2022. The respondent informed the complainants about certain typographical errors and clarifications with respect to clause no. 19 of Agreement to sale dated 08.01.2019.
- IX. That the respondent failed to hand over the physical possession of the unit as per the Builder Buyer Agreement, despite receiving substantial amount from the complainants. That the complainants were finally offered

possession of the unit by letter dated 08.11.2023 and certain demands were raised for the instalment due towards the complainants.

- X. That the complainants made various payments as and when demanded by the respondent so that the project does not get delayed on part of the complainants. The complainants finally took possession of the unit and were asked to sign various documents before handing over of possession.
- XI. That the respondent failed to fulfil its obligations as agreed and has not compensated the complainants for the delay in handing over the possession which has caused great financial loss and mental agony to the complainants. That the complainant wrote an email on 27.01.2024 to the respondent to further ascertain that the taking over of possession and signing of the various documents were under protest as the respondent were not handing over the possession of the allotted unit to the complainants without signing the documents and reserved their right to seek delay possession charges by approaching the appropriate forum.

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

4. The complainants have sought following relief(s):
- i. Direct the respondent to pay delayed possession compensation at the prescribed rate of interest from 31.03.2022 till the date of actual delivery of the possession i.e., 25.01.2024.
  - ii. Direct the respondent to provide the copy of Conveyance deed.
  - iii. Direct the respondent to provide the copy of the OC and CC of the project.
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.**

6. The respondent has contested the complaint on the following grounds: -

- I. That the complainant vide provisional application form dated 11.01.2013 applied for a commercial unit bearing no. GF-30 admeasuring 507.411 sq.ft. in the project "Miracle Mile" in "Brahma City" situated at Sector-60, Gurugram and accordingly paid a booking amount of Rs.6,00,000/.
- II. That the unit subsequently got renumbered as M-58 and the size of the unit was altered and increased to 569.85 sq.ft. which was intimated by the respondent vide letter dated 31.07.2018 and the complainant gave her consent to the said change/alteration of the unit vide letter dated 31.07.2018.
- III. That the complainants are US citizens and have always been reluctant and taken her own sweet time for making the payment of the demands raised by the respondent as well as executing the documents. The unit size was altered in 2018, however, the Agreement for sale was executed on 08.01.2019 and the expected due date of possession and the schedule of payments was agreed between the parties.
- IV. That as per clause 7.1 of the Agreement for sale dated 08.01.2019, the due date of possession of the unit was 31.03.2022 subject to force majeure events which might effect the regular development of the project.
- V. That the respondent offered the possession of the unit to the complainant in a time bound manner and without delay. Further, it is submitted that the respondent is eligible for the exemption of 6 months while calculating the due date of handover as per the Agreement as per the Authority notification bearing no. 9/3-2020 HARERA/GGM (Admn) dated 26.05.2020 due to outbreak of Covid-19.
- VI. That the respondent between 09.01.2019 till 18.02.2020 sent several demand notices and repeatedly chased the complainant to pay the outstanding amount as per the terms of the agreement. The complainant is a defaulter and has always sought time to remit the outstanding

- amount demanded by the respondent on the pretext that the funds have to be arranged from overseas which can be seen in the email dated 03.06.2019.
- VII. That it is submitted that there were inter se disputes between the respondent and its associate entities (brahma entities) on one part and "Krrish Realtech Private Ltd" and its associated entities (krrish entities) on the other part. The issues resulted in CLB proceedings initiated by both sides against each other in the year 2011, the same came to be settled and resolved in terms of the Settlement Agreement dated 06.08.2012.
- VIII. Thereafter, in view of the obligations/responsibilities under the Settlement Agreement dated 06.08.2012 not being met by the Krrish entities, on account of intervening circumstances, an Addendum dated 31.10.2015 was executed between the parties to the Settlement Agreement dated 06.08.2012.
- IX. In the beginning of the year 2015, the License no. 64 of 2010 was quashed by the order dated 05.02.2015 with direction to the competent authorities to reconsider the license application afresh. The respondent have vide letter and email dated 24.02.2015 informed the complainants about the same.
- X. The DTCP vide office order dated 03.03.2021 granted relaxation for the period i.e., 01.11.2017 to 11.05.2020 as "Zero Period" wherein approvals were withheld by the department within the said period. Vide letter dated 02.12.2017, the respondent intimated the complainants about the changes made in the allotment pursuant to approval of layout cum demarcation plan, wherein the unit got renumbered as GF-58 admeasuring 569.85 sq.ft. Also, the respondent is entitled to extension of six months as force majeure for the outbreak of Covid-19.

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

**E. Jurisdiction of the authority**

8. 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**

9. 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**

10. 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)(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;*

11. 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.

**F. Findings on the objections raised by the respondent.****F.1 Objections regarding force majeure circumstances.**

12. The respondent-promoter took a plea that period from 01.11.2017 to 11.05.2020 should be considered as "zero period" on the ground that as per the order dated 01.11.2017 of Hon'ble Supreme Court in Civil Appeal bearing no. **8977 of 2014** in case titled as "*Jai Narayan @Jai Bhagwan & Ors Vs The State of Haryana & Ors*" , the Hon'ble Court had directed the CBI for investigation with regards to acquisition of land falling in Sector 58 to 63 and 65 to 68 of GMUC wherein, application for extension/renewal of license of the Appellant was withheld by the DTCP Department vide office memo no. **CC-1185-JE(VA)/2020/7834-35** dated 11.05.2020. Thereafter, the Hon'ble Supreme Court in Misc Application No. **1955 of 2018** and M.A No. **2240 of 2018** in Civil Appeal No. **8977 of 2014** has ordered that no further monitoring is required and DTCP vide separate office order dated 03.03.2021 granted relaxation for the period i.e., 01.11.2017 to 11.05.2020 as "zero period" wherein approvals were withheld by the department within said period.
13. Upon perusal of the documents, it is noted that the respondent issued several demands to the complainants dated 03.12.2018 on "Start of Excavation", 24.01.2019 on "Casting of lower Basement Slab" , 08.03.2019 on "Casting of ground floor slab" , 13.06.2019 on "Casting of second floor slab", 19.09.2019 on "Casting of Fifth floor", 02.03.2020 on "Completion of civil structure". The respondent contends that construction was halted due to ongoing proceedings before the Apex Court. However, the demand raised by the

respondent sufficiently demonstrates that construction activities were, in fact, ongoing during that period.

14. On consideration of the aforementioned facts, it is manifestly clear that zero period is expressly designated for the limited purpose of license renewal and does not alter or diminish the obligations set forth in the builder-buyer agreement. The respondent's reliance on zero period to justify the delays in the handing over possession of the unit and the arguments proffered by the respondent lacks merits and the respondent's assertions regarding the zero period granted by the Directorate of Town and Country Planning (DTCP) is categorically denied.
15. The respondent-promoter has raised the contention that the construction of the project was delayed due to reasons such as Covid-19 outbreak. The respondent's invocation of the force majeure clause, citing the COVID-19 pandemic as a justification for non-performance, is justified to that extent as the Agreement for sale was executed between the complainants and the respondent on 08.01.2019. As per clause 7.1 of the agreement dated 08.01.2019, the respondent undertook to hand over possession of the unit to the complainants by 31.03.2022. The Authority, through notification no.9/3-2020 dated 26.05.2020, had provided a six month extension, for projects with completion dates on or after 25.05.2020, due to force majeure conditions caused by the Covid pandemic. Since this extension has already been accounted for, any further delay beyond the specified period is unjustified.

**G. Findings regarding relief sought by the complainants:**

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**G. I Direct the respondent to credit delayed possession charges at the prescribed rate of interest from the due date of possession till the date of actual physical delivery of the possession.**

16. In the present complaint, the complainants intends to continue with the project and are seeking possession of the unit and delayed possession charges as per section 18(1) of the Act and the same is reproduced below for ready reference:

**“Section 18: - Return of amount and compensation**

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-*

*Provided 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 the handing over of the possession, at such rate as may be prescribed.”*

*(Emphasis supplied)*

- **Whether the complainants can claim delayed possession charges after execution of the conveyance deed?**

17. In order to comprehend the relationship between the allottee and the promoter, it is essential to understand the definition of a "deed." A deed is a formal, written document that is executed, signed, and delivered by all parties involved in the contract, namely the buyer and the seller. It is a legally binding document that incorporates terms enforceable by law. For a sale deed to be valid, it must be written and signed by both parties. Essentially, a conveyance deed involves the seller transferring all rights to legally own, retain, and enjoy a particular asset, whether immovable or movable. In the present case, the asset in question is immovable property. By signing a conveyance deed, the original owner transfers all legal rights pertaining to the property to the buyer in exchange for valid consideration, typically monetary. Thus, a "conveyance deed" or "sale deed" signifies that the seller formally transfers all authority and ownership of the property to the buyer.
18. That the execution of a conveyance deed transfers only the title and interest in the specified immovable property (in this case, the allotted unit). However,

the conveyance deed does not terminate the relationship between the parties or absolve the promoter of their obligations and liabilities concerning the unit, despite the transfer of title and interest to the allottee upon execution of the conveyance deed.

19. The allottees have invested their hard-earned money and there is no doubt that the promoter has been enjoying benefits of and the next step is to get their title perfected by executing the conveyance deed which is the statutory right of the allottees. Also, the obligation of the developer-promoter does not end with the execution of a conveyance deed. Therefore, in furtherance to the Hon'ble Apex Court judgement and the law laid down in case titled as ***Wg.Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020***, the relevant paras are reproduced herein below:

*"34 The developer has not disputed these communications. Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into the pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their rights to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their titles to the flats for which they have paid valuable consideration. In this backdrop, the simple question which we need to address is whether a flat buyer who espouses a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position in which the NCDRC has espoused. We cannot countenance that view.*

20. The Authority has already taken a view in Cr. No. 4031/2019 and others titled as ***Varun Gupta V/s Emaar MGF Land limited and others*** and observed that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the

promoter towards the subject unit and upon taking possession, and/or executing conveyance deed, the complainants never gave up their statutory right to seek delayed possession charges as per the provisions of the said Act.

21. Upon reviewing all relevant facts and circumstances, the Authority determines that the complainants/allottees retain the right to seek compensation for delays in possession from the respondent-promoter, despite the execution of the conveyance deed.
22. Clause 7.1 of the Agreement for sale (in short, the agreement) dated 08.01.2019 provides for handing over possession and the same is reproduced below:

**7.1**

*"The promoter assures to handover possession of the Commercial unit as per agreed terms and conditions **on or before 31.03.2022** unless there is delay 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 conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial Unit"*

[Emphasis supplied]

23. The Agreement for Sale was executed on 08.01.2019. As per clause 7.1 of the agreement, the respondent was to offer the possession of the unit to the allottees on or before 31.03.2022. The respondent has stated in its reply that the construction of the project was affected due to the outbreak of the Covid-19 pandemic and the fact that the outbreak of Covid-19 was a force majeure conditions and was beyond the reasonable control of the respondent. The Authority vide notification no. 9/3-2020 dated 26.05.2020 have provided an extension of 6 months for projects having the completion date or after 25.05.2020, on account of force majeure conditions due to the outbreak of covid -19 pandemic. Thus, after adding the 6 months of extension on account of covid-19, the due date of possession comes out to be 31.03.2022 +6 months i.e., 01.10.2022. Therefore, the due date comes out to be 01.10.2022.

24. **Admissibility of delay possession charges at prescribed rate of interest:**

The complainants are seeking delay possession charges however, proviso to 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 the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

**Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**

*(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

25. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
26. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 29.01.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
27. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

28. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. The Authority has observed that the Agreement was executed on 08.01.2019 between the complainants and the respondent. The possession of the subject unit was to be offered on or before 31.03.2022. The Authority vide notification no. 9/3-2020 dated 26.05.2020 have provided an extension of 6 months for projects having the completion date or after 25.05.2020, on account of force majeure conditions due to the outbreak of covid -19 pandemic. Thus, after adding the 6 months of extension on account of covid-19, the due date of possession comes out to be 31.03.2022 +6 months i.e., 01.10.2022.
29. The occupation certificate in respect to the subject unit has been obtained by the respondent on 16.08.2023 from the competent authorities and the offer of possession was made to the complainants on 08.11.2023. The respondent has failed to handover possession of the subject unit on the due date.
30. Vide proceedings dated 29.01.2025, the counsel for the complainant submitted a copy of the possession letter dated 25.09.2024 and Conveyance deed executed in favour of the complainants on 25.01.2024.
31. The Authority as per notification no.9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020, has already allowed the grace period of 6 months to the respondent. Therefore, there is no reason

why this benefit cannot be allowed to the complainants/allottees who are duly affected during above such adverse eventualities and hence a relief of 6 months will be given equally to both the complainants/allottees and the respondent and no interest shall be charged by either party, during the said period.

32. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The Authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the Agreement dated 08.01.2019 executed between the parties. Further, the Authority observes that the respondent obtained the occupation certificate on 16.08.2023, offered possession to the complainants on 08.11.2023 and the conveyance deed was executed on 25.01.2024.
33. Accordingly, the non-compliance of the mandate contained in section 11(4) (a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 01.10.2022 till the date of offer of possession plus two months after obtaining the occupation certificate as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**G.II. Direct the respondent to handover the original conveyance deed to the complainants.**

**G.III Direct the respondent to deliver the copy of the Occupation certificate and completion certificate of the project.**

34. As per clause 19(5) of the Act, 2016 the allottee is entitled to have the necessary documents from the respondent. Thus, the respondent is directed

to handover the above said documents to the complainants within a period of 30 days from this order.

**H. Directions of the authority: -**

35. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the authority under sec 34(f) of the Act: -

- i. The respondent/promoter shall pay interest at the prescribed rate i.e., 11.10% for every month of delay on the amount paid by the complainants from the due date of possession i.e., 01.10.2022 till the date of offer of possession plus two months after obtaining the occupation certificate, as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- ii. The respondent is hereby directed to provide the copies of conveyance deed, Occupation certificate and completion certificate to the complainants within a period of 30 days from this order.

36. Complaint as well as applications, if any, stands disposed of.

37. File be consigned to the registry

Dated: 29.01.2025



**(Ashok Sangwan)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram