

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

Complaint no. : 4827 of 2023  
Date of filing : 27.10.2023  
Date of decision : 18.02.2025

1. Akhil Agrawal
  2. Rachna Jain
- Both R/o: - M1F021, Express Greens, Sector- M1,  
Manesar, Haryana.

**Complainants**

**Versus**

1. **M/s Haryana State Industrial & Infrastructure**  
Development Corporation Limited.  
Office at: C-13 & 14, Institutional Area, Sector- 6,  
Panchkula, Haryana.
2. **DLF Home Developers Limited**  
Office at: 1<sup>st</sup> Floor, DLF Gateway Tower, R Block,  
DLF City, Phase- III, Gurugram, Haryana- 122002

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairman  
Member**

**APPEARANCE:**

Shri Akhil Bharat Kukreja  
Shri Vivek Verma and J.K. Dhang

Advocate for the complainants  
Advocate for the respondent no.  
1 & 2

**ORDER**

1. The present complaint dated 27.10.2023 has been filed by the complainant/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 there under 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	Express Greens, Sector-M1, IMT, Manesar, Gurugram.
2.	Nature of the project	Residential
3.	Unit no.	M1F021 (page no. 94 of complaint)
4.	Unit area	1760 sq.ft. (page no. 94 of complaint)
5.	Date of allotment (issued by respondent no. 2)	06.09.2008 (as per page no. 94 of complaint)
6.	Date of execution of buyer's agreement between the complainant and the respondent no. 2	26.02.2009 (as per page no. 103 of complaint)
7.	Possession clause	9(a). Possession of the Apartment

		The Company/DNGH based on present plans and estimates and subject to all just exceptions, endeavors to complete construction of the Dwelling Unit within a period of thirty six (36) months from the date of execution of this Agreement unless there shall be delay or failure due to Force Majeure conditions and due to reasons mentioned in Clause 11(b) and 11 (c) or due to failure of allottees to pay in time the Total Price and other charges, taxes, deposits, securities etc. and dues/payments or any failure on the part of the Allottee to abide by all or any of the terms and conditions of this Agreement.
8.	Due date of possession	26.02.2012 (calculated from the date of execution of buyer agreement)
9.	Total sales consideration	Rs, 41,82,000/- (as per page buyer agreement)
10.	Total amount paid by the complainant	Rs. 38,64,000/-
11.	Occupation certificate	NA
12.	Offer of possession	03.10.2020
13	Acceptance on Taking over possession	18.11.2020 (Page no. 218 of complaint)

## B. Facts of the complaint

3. The complainants have made the following submissions in the complaint: -

- a. That the present complaint pertains to a situation whereby the complainants had booked a unit/ apartment bearing no. M1F021, Tower- F along with an open car parking space bearing no. P0F039 (hereinafter referred to as the "Unit") in the project namely "Express Greens" situated at Sector- M1, Manesar, Haryana (hereinafter referred to as the "Project") that was earlier being developed by DLF Home Developers Limited (hereinafter referred to as "DLF/ Erstwhile builder/ respondent No. 2") but is now being developed by Haryana State Industrial & Infrastructure Development Corporation Limited (hereinafter referred to as "HSIIDC/ Respondent No. 1").
- b. That in the year 2008, the complainants were approached by the officials of respondent no. 2, who showed alluring advertisements, brochures and detailed layout plans of the project in order to entice the complainants to purchase the unit. Additionally, respondent no. 2 promised timely construction of the project and simultaneous delivery of the unit to the complainants.
- c. That upon being allured by respondent no. 2's advertisements, brochures, detailed layout plans of the project and promises of timely delivery of the unit, the complainants booked the unit along with an open car parking space by filling the application form dated 28.08.2008 along with paying the booking amount of Rs. 5,00,000/- (Rupees Five Lacs). Subsequently, respondent no. 2 issued an allotment letter dated 06.09.2008 to the complainants, allotting the subject unit to the complainants. It is pertinent to mention that the complainants had chosen a down payment plan *vide* which almost the entire amount of total sale consideration of the unit was payable

within a month of booking. The said plan was chosen solely on respondent no. 2's assurances that the complainants would receive rebates in the form of early payment rebates, special rebates, down payment rebates, and timely payment rebates.

- d. That upon issuance of the allotment letter, respondent no. 2 started to raise payment demands in accordance with the down payment plan. Since, no buyer's agreement was executed by respondent no. 2, the complainants grew apprehensive and approached numerous officials of respondent no. 2, requesting them to execute a buyer's agreement. However, each time, the officials assured that the buyer's agreement would be executed soon and that all payment demands of respondent no. 2 ought to be met until that time, failing which the complainants' earnest money would be forfeited.
- e. That the complainants, under the fear of losing their hard-earned money, were constrained to meet the payment demands of respondent no. 2. In this regard, the complainants availed a home loan of Rs. 30,00,000/- from Housing Development Finance Corporation Limited (hereinafter referred to as "HDFC"). Subsequently, HDFC Limited, in pursuance to the payment demands, disbursed payment of Rs. 30,00,000/- to respondent no. 2 on 29.09.2008. It is important to note that by 29.09.2008, the complainants had made a significant amount of payment of Rs. 38,64,000/- to respondent no. 2, towards the booking amount, basic sale price of the unit, EDC and IDC and parking charges.
- f. That after a delay of almost 6 (six) months, respondent no. 2 executed a dwelling unit buyer's agreement dated 26.02.2009 (hereinafter

referred to as the "BBA") in favour of the complainants. It is submitted that the BBA was filled with one-sided and arbitrary terms and conditions, however, the same could not be negotiated by the complainants as any disagreement would have led to forfeiture of earnest amount of money. For instance, Clause 39 of the BBA stipulated that, in the event of any delay in making payments towards the sale consideration of the unit, the complainants would have been obligated to pay interest at 15% per annum on the amount due for the first 90 (ninety) days, and interest at 18% per annum if the delay exceeded 90 (days). Whereas, Clause 14 stipulated that, in the event of delay in handing over of possession of the unit, respondent no. 2 would have been obligated to pay a miniscule compensation @ Rs. 5/- per sq. ft. of the super area of the unit.

- g. That nevertheless, the BBA affirmed the unit of the complainants along with an open parking space. It is worth noting that as per Clause 1.1 of the BBA, the super area of the unit was recorded to be 1760 sq. ft. Further, in the same clause, it was affirmed that the complainants had specifically booked an open car parking space worth Rs. 2,00,000/-. As per clause 11(a) of the bba, the possession of the unit was promised to be delivered by respondent no. 2 within 36 months from the date of execution of the BBA, i.e., on or before 26.02.2012.
- h. That as per Annexure III (Schedule of Payments) of the BBA, the total sale consideration of the Unit was stipulated to be of Rs. 41,82,000/-, which included the basic sale price, external development charges ("EDC"), infrastructure development charges ("IDC"), car parking charges, maintenance security and a down payment rebate of Rs. -

5,06,000/-. It is worth noting that other rebates, such as the early payment rebate, special rebate, and timely payment rebate, were not included in Annexure III (Schedule of Payments) because they were contingent on the complainants making timely payments.

- i. That subsequently, in the month of April 2009, respondent no. 2 issued a letter to the complainants dated 02.04.2009 informing them that due to the delay in obtaining licences and approvals, respondent no. 2 would pay double compensation for the delay and increased the rate of compensation from Rs. 5/- to Rs. 10/- per sq. ft. of the super area of the unit. Further, respondent no. 2 revised their possession clause of the BBA, committing to offer possession of the Unit to the complainants within 3 (three) years from the date of booking (i.e., 28.08.2008) rather than from the date of execution of the BBA (i.e., 26.02.2009). Accordingly, the complainants were promised to receive possession of the unit on or before 28.08.2011.
- j. That thereafter, in the month of July 2009, respondent no. 2 issued another letter to the complainants dated 16.07.2009, in which it was informed that the total cost of the unit (including EDC/IDC, parking) had been paid off after due adjustment of rebates and payments received from the complainants. Further, *vide* the same letter, respondent no. 2 credited the complainants with Rs. 3,44,226/- as a result of timely payment rebate ("TPR") @10% and 5% discount on the basic sale price.
- k. That in response to respondent no. 2's letters dated 02.04.2009 and 16.07.2009, the complainants requested clarification on the aspect of delay compensation as well as how respondent no. 2 calculated the



- timely payment rebate in a letter dated 02.09.2009 to respondent no. 2. Respondent no. 2 issued a clarification letter dated 15.09.2009 in response to the complainants' letter dated 02.09.2009, in which the entire calculation of timely payment rebate was demonstrated.
- l.** That while, the complainants patiently waited to receive an offer of possession of the unit on or before 28.08.2011, no offer was ever made by respondent no. 2. instead, to the complainants utter shock and dismay, respondent no. 2 issued a letter dated 05.01.2012, demanding an extra sum of Rs. 1,30,995/- towards the increase of EDC/ IDC.
  - m.** That it is the case of the complainants that instead of offering possession of the unit on or before the possession date, respondent no. 2 continued to raise arbitrary payment demands such as the demand towards the increased EDC/IDC. In this regard, respondent no. 2 even issued a letter dated 03.07.2013, demanding Rs. 34,625.75/- interest on the demand of Rs. 1,30,995/-.
  - n.** That during the years 2011-2013, and even afterwards, the complainants were under a great deal of stress and pressure as they were not only responsible for paying EMIs on the home loan obtained from HDFC, but they were also living in rental property. Nevertheless, the complainants patiently waited for respondent no. 2 to offer possession of the unit as it was their dream to live in their own home. However, these dreams started to fade when in the year 2014, the complainants received a letter dated 28.07.2014 from respondent no. 2, intimating that due to an order passed by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition No. 23769, restraining construction at the project, no possession of the units shall be offered.

- o. That Subsequently, respondent no. 2 sent another letter dated 26.12.2014 to the complainants, informing that after finding merits in their arguments, the Hon'ble High Court of Punjab & Haryana dismissed the Civil Writ Petition No. 23769 as well as vacated the stay order on the Project. Accordingly, respondent no. 2 informed the complainants that they would be preparing the final statement of accounts and that, after proper execution of documents, the complainants could move into their unit. It is important to note that *vide* the said Letter, respondent no. 2 admitted to have received occupation certificate only in May 2014 i.e., after a delay of almost 3 (three) years from the promised possession date.
- p. That in furtherance to the Letter dated 26.12.2014, Respondent No. 2 issued a letter accompanied by a statement of account dated 09.02.2015, offering possession to the complainants concurrently with the deposit of additional arbitrary payment demands. It is worth noting that in the final statement of account annexed with the said letter, respondent no. 2 unilaterally increased the super area of the Unit from 1760 sq. ft. to 1944 sq. ft., thereby demanding an additional payment of Rs. 2,14,320/-. Further, additional EDC/IDC of Rs. 56,760/- and Gas Piping Charges of Rs. 18,000/- were also demanded.
- q. That respondent no. 2 again issued a letter dated 20.05.2016 to the complainants, requesting the complainants to take possession of the incomplete unit without addressing the concerns of the complainants. Despite several communications over phone calls and office/ Project site visits, none of the concerns regarding the unliveable condition of

the Unit were addressed by respondent no. 2. as a result, the complainants could not take possession of the unit.

- r. That after receiving the claim form from the complainants, respondent no. 1 released a public notice dated 05.04.2018, calling upon all third parties (i.e., the buyers/ allottees of flats/ purchasers) to submit their claim(s) with HSIIDC. Thereafter, a corrigendum to the aforesaid notice was issued by respondent no. 1, again calling all such third parties (i.e., the buyers/ allottees of flats/ purchasers) to submit their claim(s) with HSIIDC as per the format given on their website.
- s. Accordingly, the complainants were constrained to re-file their claims by filling the prescribed form provided on the website of hsiidc. the complainants again submitted their claim form with respondent no. 1 on 19.04.2018. The complainants, *vide* the said claim form, reiterated their request to be compensated for the delay of 80 (eighty) months @ Rs. 10/- per sq. ft. of the super area of the unit. However, respondent no. 1 failed to issue any response against the said demand of the complainants.
- t. That the respondents delayed offering possession of the unit for another 2½ (two and a half) years from the date of the main judgment. It is submitted that the complainants only received an offer of possession *via* email from [expressgreensm1m1a@gmail.com](mailto:expressgreensm1m1a@gmail.com), on 03.10.2020. It is crucial to note that the said offer of possession was neither received from respondent no. 1 nor respondent no. 2. as a result, the complainants, concerned about whether express greens condominium association was authorised to offer possession of the unit, sent emails to both respondent no. 1 and respondent no. 2 dated

08.11.2020 expressing their concerns and informing if the said association has the authority to offer possession, then the complainants would take the possession of the unit.

- u. It is submitted that despite paying a significant amount of Rs. 38,64,000/- (excluding refund cheques of Rs. 4,90,878/- issued by Respondent No. 2) to respondent no. 2 by 29.09.2008, the respondents failed to timely deliver the unit by the promised date of possession i.e., by 28.08.2011. It is submitted that the complainants were delivered possession of their unit after a significant delay of more than 9 (nine) years from the expected date of delivery. However, no sale deed/ conveyance deed has been executed and registered by the complainants. in furtherance to the foregoing deficiency in services of the respondents, the respondents have falsely enriched themselves with the complainants' hard-earned money by demanding excess payments for open car parking spaces, increased super area, increased EDC/IDC charges, gas pipeline charges and so on. Hence, the respondents shall be jointly/ severally be liable to pay interest to the complainants at a prescribed rate of interest, which is defined in Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 as the State Bank of India's highest marginal cost of lending rate plus two percent

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

4. The complainants have sought following relief(s)
- I. Direct the opposite party to pay interest at the prescribed rate for every month of delay from the due date of possession till date of offer of possession.**

- II. To execute the conveyance deed in favor of the complainant.**
- III. Direct the respondent to refund the excess amount charges towards the open car parking.**
- IV. *Direct the respondent refund the amount charged for the unilateral increase in area.***
- V. *Direct the respondent to ensure the unit have a gas pipeline connection.***

**VI. Compensation Cost**

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 no.1.**

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

- i. That the project in question was being developed by respondent no.2 in sector M-1A, Manesar, Gurgaon, Haryana. The project land is a part of License No. 283 of 2007 measuring 13.893 acres and License No 284 of 2007 measuring 19.162 acres which is part of deemed award dated 26.11.2018 which was pronounced by DRO Gurugram, deemed to be announced on 26.08.2007, as a consequence of the judgment dated 12.03.2018 passed by Hon'ble Supreme Court of India in Civil Appeal No. 8788/2015 titled as Rameshwar & Ors. vs. State of Haryana and Ors.
- ii. That in view of the abovementioned directions passed by the Hon'ble Supreme Court in para 39(h) of the judgment dated 12.03.2018 passed in Civil Appeal No. 8788 of 2015, a deemed award dated 26.11.2018 was

passed by DRO cum LAC Gurugram for land measuring 420 Acres, 0 kanal 16.5 marla which was sold between 27.08.2004 till 29.01.2010. It is respectfully submitted that the said deemed award is in respect of project in question also. The answering respondent further issued public notice for inviting third party claims including in the project Express Greens - M1 and Express Greens - M1A which were being developed by respondent no.2.

- iii. That in response to the said public notice, more than 4000 claims were received from third party claimants of ten builders whose licensed formed part of deemed award.
- iv. That in the present matter, complainants had also filed its claim for seeking possession of property no. M1F021, DLF Express Greens, Sector-M1, Manesar, Gurugram which had been purchased by the complainants from M/s. DLF Home Developers Ltd. (Respondent No. 2) vide apartment buyer's agreement dated 26.02.2009.
- v. That the project 'Express Green Homes' was set up by M/sDLF Home Developers Ltd. (respondent no. 2) on a total licensed land measuring 33.73 Acres situated in Sector M1 &M1A, Manesar, Gurugram, covered under License No. 283 dated 27.12.2003 and License No. 284 dated 27.12.2007. Both the above said land parcels under the License Nos. 283 and 284 formed part of the deemed award and w.r.t to which Part occupation certificate had also been issued by the Department of Town & Country Planning on 02.05.2014 and 28.05.2014 respectively.

- vi. That it is submitted that while HSIDC was in the process of complying with the judgment dated 12.03.2018, few applications were again filed before the Hon'ble Supreme Court seeking directions/clarifications on different issues arising out of the judgement dated 12.03.2018. One such application was also filed by the Express Greens Home Owners association being M.A. No. 26552/2019 in C.A. no. 8788/2015 in which reply was filed by both respondent no. 1 and respondent no. 2. the respondent no. 2 at one point of time sought directions to bring the project out of the acquisition and allow it to complete the project itself.
- vii. That all these matters were taken up by the Hon'ble Supreme Court and in matter of Express Green Project, the Hon'ble Supreme Court finally vide order dated 21.07.2022, rejected the contentions of Residents Welfare Association of flat buyers and respondent no.2 to exclude the project from the deemed award and directed to respondent no.2 to hand over all records relating to the allottees, and technical data, pertaining to the entire project to HSIIDC within one month from the date of the judgment. The complete record was provided by the respondent no.2 on 21.12.2022 with amended payment records which was in variance with the details provided after judgement dated 12.03.2018 including the record of complainants
- viii. That after examination of the cases, clarification has been sought from Ld. Advocate General Haryana about recovery to be made and/or incentives to be given before execution of conveyance deed in terms of

the Builder buyer agreement(s) However, after clearance of outstanding principal amount excluding interest/penalty and submission of required documents, Corporation handed over the physical possession to the apartment holders of the Express Greens, Sector M1 & MIA, Manesar, Gurugram. Also, enhancement in compensation has been awarded by Hon'ble District Courts in the month of July 2023.

7. All other averments made in the complaint were denied in toto.
8. 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 submissions made by the parties.

**E. Jurisdiction of the authority**

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

**E.1 Territorial jurisdiction**

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by The Town and Country Planning Department, Haryana 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**

11. 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)**

##### **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.

12. 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 complainants.**

**F. I Direct the respondent to pay delay possession charges alongwith prescribed rate of interest.**

**F.II Direct the respondent to refund the excess amount charged towards the open car parking.**

**F.III Direct the respondent to refund the amount charged for the unilateral increase in area.**

**F.IV Direct the respondent to ensure the unit have a gas pipeline connection**

13. The above mentioned reliefs no. F.I , F.II , F.III and F.IV as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected
14. The respondent no.2 has filed an application dated 7.2.2024 for dismissal of complaint qua respondent no.2 on grounds that the entire project stands transferred to Respondent no.1 by orders of the Hon'ble Supreme Court of India in Rameshwar and others V/s State of Haryana and others (2018(6)SCC 215) decided on 12.3.2018 and further clarificatory orders passed by the Hon'ble Supreme Court dated 21.7.2022 in Misc. Application No.50/2019 in Civil Appeal No.8788 of 2018 Rameshwar and Ors. V/s State of Haryana and Ors. wherein it has been clearly stated that :-

*"(o) The State is directed to ensure that all references pertaining to the acquisition are answered as expeditiously as possible. The concerned reference courts are hereby directed to conclude all the proceedings in 185 references received for 365 acres of land and pronounce the award in accordance with law within a period of one year from the date of this judgment.*

*"(p) It is clarified that wherever the allottees have not paid the full amounts (payable in terms of the agreement) HSIIDC shall be entitled to the same rights in law as in the case of the original builder/developer, which include, but are*

*not limited to, insisting full payment before handing over possession to the allottees."*

15. Therefore, counsel for the respondent no.2 states that no relief lies with respect to respondent no.2 in the matter and respondent no.2 be deleted from the array of the parties. During the proceeding dated 02.07.2024, as per the order of the Hon'ble Supreme Court, respondent no. 2, M/s DLF Home Developers Ltd, was deleted from the array of parties in the present case.
16. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

***"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."*

17. Clause 9(a) of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

***"9.a. Possession***

*The Company/DNGH based on present plans and estimates and subject to all just exceptions, endeavors to complete construction of the Dwelling Unit within a period of thirty six (36) months from the date of execution of this Agreement unless there shall be delay or failure due to Force Majeure conditions and due to reasons mentioned in Clause 11(b) and 11 (c) or due to failure of allottees to pay in time the Total Price and other charges, taxes, deposits, securities etc. and dues/payments or any failure on the part of the*

*Allottee to abide by all or any of the terms and conditions of this Agreement..."*  
*(Emphasis supplied)*

18. It is important to note that In Civil Appeal No. 8788 of 2015, the Hon'ble Supreme Court quashed the illegal release of land and licences granted to builders like DLF, ABW, and Anantraj in Manesar, Gurugram, originally acquired for public use by HUDA and HSIIDC. While landowners had challenged the acquisition, the Court restored the land to state authorities, not to the landowners, and clarified they were not equally at fault with the builders. Emphasizing principles of restitution and unjust enrichment, the Court directed the homebuyers who has paid money for apartments or plots should either get refund or be given a new plot/apartment after their claims are verified. Homebuyers were given one month to file their claim and their claim had to be verified within 2 months. The relevant portion of the judgement is reproduced as under:

*39 (h) The third parties from whom money had been collected by the builder/private entities will either be entitled to refund of the amount from and out of and to the extent of the amount payable to the builder/private entities in terms of above direction, available with the State, on their claims being verified or will be allotted the plots or apartments at the agreed price or prevalent price, whichever is higher. Every such claim shall be verified by HUDA or HSIDC. In cases where, constructions have been erected and the entire project is complete or is nearing completion, upon acceptance of the claim, the plots or apartments shall be made over to the respective claimants on the same terms and conditions. Except for such verified and accepted claims, the remaining area or apartments will be completely at the disposal of HUDA or HSIDC, as the case may be, which shall be free and competent to dispose of the same in accordance with the prevalent policy and procedure.*

*In order to facilitate such exercise all third parties who had purchased or had been allotted the plots or apartments shall prefer claims within one month from today, which claim shall be verified within two months from today.*

19. After considering all the facts and circumstances of the case, authority is of the considered view that the relief sought by the complainant falls squarely within the ambit of the directions issued by the Hon'ble Supreme Court in *Civil Appeal No. 8788 of 2015*. The Hon'ble Supreme Court, while quashing the illegal release of land and licences to certain builders, laid down a specific mechanism for redressal of grievances of affected homebuyers.

20. In view of the above, this Authority is of view that the complainant's present claim, is to be addressed strictly in accordance with the directions of the Hon'ble Apex Court. The complainant ought to have availed the remedy within the framework and timeline provided therein. Accordingly, the Authority holds that the complainant is not entitled to seek the reliefs claimed and the same is not maintainable before this Authority.

**F.II Direct the respondent to execute the conveyance deed in favour of the complainant.**

21. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

22. Since the possession of the subject unit has already been offered on 03.10.2020. The respondent no.1 is directed to get the conveyance deed

executed within a period of three months after depositing necessary payment of stamp duty and registration charges from the date of this order.

#### **F.V Compensation Cost**

23. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation 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 shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

#### **H. Directions of the authority**

24. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The respondent no.1 is directed to get the conveyance deed executed within a period of three months after depositing necessary payment of stamp duty and registration charges from the date of this order.




**HARERA**  
**GURUGRAM**

Complaint No.4827 of 2023

25. Complaint stands disposed of.  
26. File be consigned to registry.

Ashok Sangwan  
Member

  
Arun Kumar  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 18.02.2025



**HARERA**  
**GURUGRAM**