

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

**Complaint no.:** 1487 of 2024  
**Date of filing:** 18.04.2024  
**Date of first hearing:** 24.07.2024  
**Order pronounced on:** 07.05.2025

**Kusumakar Pandey and Mrs. Parmita  
Singh**

**R/o:** - Villa no. 62, GF, Block no.5, Eros  
Garden, Suraj Kund Road, Faridabad-  
121009

**Complainants**

**Versus**

**1. M/s Sepset Properties Pvt. Ltd.**  
**2. Paras Buildtech Private Limited**  
**Regd. Office at:** - 11<sup>th</sup> floor, Paras Twin  
Towers, Sector-54, Gurugram

**Respondents**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Mr. Anshul Yadav, Advocate  
Mr. Himanshu Singh, Advocate

Complainant  
Respondent

**ORDER**

1. The present complaint 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 allottees 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	"Paras Dews", Sector- 106, Dwarka Expressway, Gurugram
2.	Nature of project	Group Housing Colony
3.	<b>RERA registered/not registered</b>	Registered 118 of 2017 dated 28.08.2017
4.	<b>DTPC License no.</b>	61 of 2012 dated 13.06.2012
	Validity status	12.06.2020
	Name of licensee	Sepset Properties
	Licensed area	13.76 acre
5.	Unit no.	0501, Tower-E, 5 <sup>th</sup> floor (T-E/0501) (Page no. 20 of complaint)
6.	Unit measuring	1385 sq. ft. (Page no. 20 of complaint)
7.	Allotment Letter	10.01.2013 (Page no. 20 of complaint)
8.	Date of execution of Floor buyer's agreement	16.04.2013 (Page 21 of complaint)
9.	Possession clause	<b>3. Possession</b> "3.1 Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller and any restraints restrictions from any courts/ authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and having complied with all provisions. formalities, documentation, etc. as prescribed by the Seller, whether under this Agreement or otherwise, from time to time, <b>the Seller proposes to hand over the possession of the Apartment to the Purchaser(s) within a period of 42 (Forty-Two) months with an additional grace period</b> "



		<p><i>of 6 (six) Months from the date of execution of this Agreement or date of obtaining all licenses or approvals for commencement of construction, whichever is later, subject to Force Majeure. The Purchaser(s) agrees and understands that the Seller shall be entitled to a grace period of 90 (ninety) business days, after the expiry of grace period, for offer to hand over the possession of the Apartment to the Purchaser....."</i></p> <p><b>(Emphasis supplied)</b></p>
10.	Environmental clearance	06.09.2013 (Taken from another file of the same project)
11.	Due date of possession	06.09.2017 (Calculated from the date of environment clearance i.e. 06.09.2013 being later including grace period) (Grace period of six months is allowed being unqualified and unconditional)
12.	Total sale consideration	Rs.1,02,64,913/- (SOA dated 28.04.2023 at page 55 of reply)
13.	Total amount paid by the complainant	Rs.90,43,104/- (SOA dated 28.04.2023 at page 55 of reply)
14.	Occupation certificate	26.04.2023 (Page no. 16 of reply)
15.	Offer of possession	28.04.2023 (Page no. 53 of reply)
16.	Reminder letter sent by respondent to complainant to clear the outstanding dues	16.01.2024 (Page no. 65 of reply)
17.	Final reminder letter to clear outstanding dues of Rs.19,54,712/-	14.08.2024 (Page no. 66 of reply)

### B. Facts of the complaint

3. The complainants have made the following submissions: -

- That the complainants booked a residential unit bearing no. T-E/0501 in the project of the respondent named "Paras Dew's" at Sector-106, Dwarka Expressway, Gurgaon by paying a sum of Rs.7,50,000/- as demanded by the respondent on 29.12.2012.

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- b) That the respondent after the payment made by the complainants issued the allotment letter to the complainants on 10.01.2013. Thereafter, a buyer's agreement was also executed between the parties on 16.04.2013.
- c) That the complainants had paid a total amount of Rs.90,43,104/- to the respondents till date as and when demanded by the respondent. The last payment made by the complainants was on 31.12.2015.
- d) That the complainant had written various emails seeking information on the status of the project and the proposed date of handover by the respondent, but the respondent chose not to give any concrete reply to the said requests rather kept on ignoring the complainants.
- e) That the complainants again wrote an email on 03.04.2018 for the possession and status of the unit. The respondent again promised for the possession on Nov- Dec 2018 and inform complainants the project is registered in RERA (Registration Number 118 of 2017 dated 28.08.2017).
- f) That after a long wait for the possession, the complainants again wrote an email on 29.12.2020 asking for the possession and status of the unit, but the respondent chose not to reply for 3 years and kept ghosting the complainants. The complainants also tried contacting the officials of the respondent on the phone, but the said officials of the respondent did not pay any heed to the requests of the complainants.
- g) That the respondent after expiry of three years sent a demand letter dated 28.04.2023 asking for outstanding for Rs.16,83,152/- to the complainants.
- h) That pursuant to the receipt of the above said letter, the complainants had asked the respondent to adjust the delay penalty interest from the said arbitrary demand, but the respondent has failed to address the concern of the complainants. The complainants were even ready to take the possession of the said flat and pay the outstanding amount for the



said unit without any prejudice to the rights of the delay penalty interest, but the respondents were always adamant to get an indemnity bond signed by the complainants stating that no dispute regarding the said flat is pending between the parties once the possession of the said flat is handed over to the complainants.

- i) That the respondent has again issued a reminder letter for Rs.19,11,351/- on 16.01.2024 with malafide intent to cheat the complainants and to usurp the said unit of complainants by using illegal means and methods. This is nothing but an illegal pressure tactic of the respondent to pressurise the complainants to submit to its illegal demands or so as to trap the innocent buyers and forfeit their hard-earned money.
- j) That the complainants visited the project site and was shocked to see that the builder has used substandard construction material in the said project. There are structural defects in the buildings as the iron rods used in the RCC are protruding out, the paint, plaster/cement for many balconies is falling out already exposing the iron 'Saria' at multiple places. Also, this shows that there have been defects in the workmanship, quality and services in the said building. There is a lot of seepage in the basement, lift & parking area. The complainants have pointed out the said defects to the builder, but the respondent never bothered to act on the same.
- k) That the respondent has committed fraud upon the complainants by misappropriating the funds paid by the complainants. The actions of the respondent tantamount to unfair trade practice and deficiency in service. The respondent has also betrayed the trust imposed upon complainants and as such, complainants are legally entitled to take physical possession of the said unit in terms of the agreement to sell dated 16.04.2013 by way of its restoration as per law.

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

4. The complainants have sought following relief(s):

- I. Direct the respondent to pay interest for every month of delay at prevailing rate of interest till the time of valid offer of possession is made by the respondent.
- II. Direct the respondent to handover the possession of the allotted unit after payment of outstanding dues, if any.
- III. Direct the respondent to execute the conveyance deed in favour of the complainant.
- IV. Direct the respondent to pay Rs.50,000/- as cost of litigation/present proceedings to the complainant.
- V. Direct the respondent to pay Rs.5,00,000/- for harassment and mental agony suffered by the complainant.

5. 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 based on these undisputed documents and submissions made by the complainant.

**D. Reply by the respondent.**

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

- a) That the complainants have been himself guilty of not adhering to the payment schedule and had made most of the payments after passing of the respective due dates. The same is not permissible in terms of the RERA Act, 2016 and in view of the same, the complaint merits ought right dismissal.
- b) That the respondent had already obtained the occupancy certificate for towers E and F of the project on 26.04.2023 and offer of possession was also given on 28.04.2023. There is no delay on part of the respondent since it admittedly the complainants who has defaulted in payment of instalments as per the agreed payment plan.
- c) That the buyer's agreement dated 16.04.2013 was executed between the parties and the complainants were allotted unit bearing no. 501, 5<sup>th</sup> floor, in tower E for a total sale consideration of Rs.1,03,75,121/- including taxes as well.



- d) That the present complaint is not maintainable since possession had to be handed over to the complainants in terms of clauses 3.1 and 3.2 of the buyer's agreement dated 16.04.2013 which clearly provide that subject to the complainants complying with all the terms of the buyer's agreement and making timely payments of instalments as and when they fall due.
- e) That the respondent proposes to offer the possession of the apartment within a period of 51 months (42 months + grace period of 6 months plus 90 days) of the date of execution of the buyer's agreement or date of obtaining all licenses or approvals for commencement of construction, whichever is later, subject to force majeure. Moreover, all the approvals for commencement of the construction work were received towards the end of 2013 and construction work commenced in January 2014.
- f) That the complainants have failed to make timely payment of dues as agreed at the time of execution of the buyer's agreement and have only paid an amount of Rs.90,43,104/- till date.
- g) That the respondent has further submitted that as per section 19(10) of the Real Estate Regulation Act, 2016, the respondent - promoter has obtained the occupation certificate on 26.04.2023 and have further offered the possession vide letter dated 28.04.2023. Thereafter, the allottee is duty bound to take possession. Herein, the complainants have failed to take possession of the allotted unit as well as making the payment of outstanding dues.
- h) That the respondent has sent numerous demand letters and reminder letters sent to the complainants to pay the outstanding dues, but the complainants failed to pay.
- i) Further, compounding all these extraneous considerations, the Hon'ble Supreme Court vide order dated 04.11.2019, imposed a blanket stay on all construction activity in the Delhi- NCR region. It would be apposite to note that the 'PARAS DEWS' project of the respondent was under the ambit of the



stay order, and accordingly, there was next to no construction activity for a considerable period. It is pertinent to note that similar stay Orders have been passed during winter period in the preceding years as well, i.e., 2017-2018 and 2018-2019. It is most respectfully submitted that a complete ban on construction activity at site invariably results in a long-term halt in construction activities. As with a complete ban the concerned labour is let off and the said travel to their native villages or look for work in other states, the resumption of work at site becomes a slow process and a steady pace of construction is realized after long period of time.

- j) That unfortunately, circumstances have worsened for the respondent and the real estate sector in general. The pandemic of Covid 19 has had devastating effect on the world-wide economy. However, unlike the agricultural and tertiary sector, the industrial sector has been severely hit by the pandemic. The real estate sector is primarily dependent on its labour force and consequentially the speed of construction. Due to government-imposed lockdowns, there has been a complete stoppage on all construction activities in the NCR Area till July 2020. In fact, the entire labour force employed by the Respondent were forced to return to their hometowns, leaving a severe paucity of labour. Till date, there is shortage of labour, and as such the respondent has not been able to employ the requisite labour necessary for completion of its projects.
- k) That in the present complaint under reply, the complainants have not been able to point out a single provision of either the Real Estate (Regulation and Development) Act, 2016 or the Haryana Real Estate (Regulation and Development) Rules, 2017 which has been violated by the Respondent. Thus, this complaint is not entitled to any relief at all.
7. The present complaint was filed on 18.04.2024 in the Authority. However, despite specific directions and providing an opportunity of being heard, no



written reply has been filed by the respondent no.2 i.e., "Paras Buildtech Private Limited". Therefore, the defence of respondent no.2 is hereby struck off.

8. All other averments made in the complaint were denied in toto.
9. 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**

10. 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**

11. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

12. 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.*

13. 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. Finding on objections raised by the respondent**

**F.I Objection regarding the force majeure.**

14. The respondent-promoter raised the contention that, the Hon'ble Supreme Court vide order dated 04.11.2019, imposed a blanket stay on all construction activity in the Delhi- NCR region and the respondent was under the ambit of the stay order, and accordingly, there was next to no construction activity for a considerable period and other similar orders during the winter period 2017-2019. A complete ban on construction activity at site invariably results in a long-term halt in construction activities. As with a complete ban the concerned labours left the site and they went to their native villages and look out for work in other states, the resumption of work at site becomes a slow process and a steady pace of construction realized after long period of it. It is pertinent to mention here that flat buyer's agreement was executed between the parties on 03.05.2013 and as per the terms and conditions of the said agreement the due date of handing over of possession comes 06.09.2017 which is way before the abovementioned orders. 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.
15. Further, the respondent-promoter has raised the contention that the construction of the project was delayed due to reasons beyond the control of the respondent such as COVID-19 outbreak, lockdown due to outbreak of such pandemic and shortage of labour on this account. The authority put reliance judgment of Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no.*



**O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020** dated 29.05.2020 which has observed that-

*"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself."*

16. In the present complaint also, the respondent was liable to complete the construction of the project in question and handover the possession of the said unit by 06.09.2017. The respondent is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself and for the said reason the said time period is not excluded while calculating the delay in handing over possession.

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

**G.I Direct the respondent to pay interest for every month of delay at prevailing rate of interest till the time of valid offer of possession is made by the respondent.**

**G.II Direct the respondent to handover the possession of the allotted unit after payment of outstanding dues, if any.**

17. The above-mentioned reliefs sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

18. The complainants booked a unit 0501, tower-E, 5<sup>th</sup> floor in the project of the respondent no.1 namely, "PARAS DEWS" admeasuring super area of 1385 sq. ft. for an agreed basic sale consideration of Rs.1,02,64,913/- against which complainants paid an amount of Rs.90,43,104/- and the respondent no.1 has failed to hand over the physical possession till date. That the complainants intend to continue with the project and are seeking delay ✓



possession charges as provided under the Proviso to Section 18(1) of the Act.

Section 18(1) Proviso reads as under:

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

(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)**

19. Clause 3.1 of the apartment buyer agreement provides for handing over of possession and is reproduced below:

**3.1 Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller and any restraints restrictions from any courts/ authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and having complied with all provisions, formalities, documentation, etc. as prescribed by the Seller, whether under this Agreement or otherwise, from time to time, the Seller proposes to hand over the possession of the Apartment to the Purchaser(s) within a period of 42 (Forty-Two) months with an additional grace period of 6 (six) Months from the date of execution of this Agreement or date of obtaining all licenses or approvals. The commencement of construction, whichever is later, subject to Force Majeure. The Purchaser(s) agrees and understands that the Seller shall be entitled to a grace period of 90 (ninety) business days, after the expiry of grace period, for offer to hand over the possession of the Apartment to the Purchaser.**

**20. 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, ibid. 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."*

21. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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.
22. 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., 07.05.2025 is @ 9.10 %. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
23. The definition of term 'interest' as defined under Section 2(z) 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—***  
***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 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;"***
24. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent which is the same as is being granted to them in case of delayed possession charges.
25. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent no.1 is in contravention of the provisions of the Act. By virtue of buyer's ✓



agreement executed between the parties, the possession of the booked unit was to be delivered within 42 months with an additional grace period of 6 months from the date of execution of the agreement (03.05.2013) or date of obtaining all license or approvals for commencement of construction, whichever is later. The builder buyer agreement was executed between the parties on 16.04.2013 whereas the environmental clearance certificate was obtained by the respondent on 06.09.2013. Therefore, the date of environmental clearance being later, the due date of possession was calculated from the date of environmental clearance. Accordingly, the due date of possession comes out to be 06.09.2017. Occupation certificate was granted by the concerned authority on 26.04.2023 and thereafter, the possession of the subject flat was offered to the complainants on 28.04.2023. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent no.1 to offer physical possession of the subject unit and there is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 16.04.2013 to hand over the possession within the stipulated period.

26. Section 19(10) of the Act obligates the allottees to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 26.04.2023. The respondent offered the possession of the unit in question to the complainants only on 28.04.2023, so it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents



including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession, i.e., 06.09.2017 till the expiry of 2 months from the date of offer of possession (28.04.2023) which comes out to be 28.06.2023.

27. It is important to note that the Authority vide previous order dated 19.03.2025 directed the Planning Branch to visit the project and submit a report regarding the status of the project with respect to defect pointed out in photographs annexed to the complaint. The respondent no.1 was informed telephonically on 30.04.2025 about the site inspection which was scheduled for 02.05.2025 at 12 noon. Sh. Anil (Facility Manager) was present during inspection on 02.05.2025. Site observations were given by Mr. Shashank Sharma, Associate Engineer Executive of the authority and it was found that there is no falling of plaster or exposing of reinforcement in tower E in which the unit of the complainant is situated. The occupation certificate of the project had also been received on 26.04.2023.
28. Therefore, the complainants are obligated to take the possession of the allotted unit after making payment of outstanding dues, if any within a period of 2 months in terms of Section 19(10) of the Act, 2016. Also, the respondent no.1 shall handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties.
29. It is important to note that the allotment letter was issued by respondent no.1 in favour of the complainants and all the payments in this regard were made to respondent no.1 only. No agreement was ever executed between the complainants and the respondent no.2. The Authority is of the view that as there is no privity of contract between the complainants and the respondent



no.2, no findings/directions have been passed with respect to respondent no.2.

**G.III Direct the respondent to execute the conveyance deed in favour of the complainant.**

30. The complainants are seeking relief of execution of conveyance deed. Clause 10 of the buyer's agreement provides for 'Conveyance of the said unit/plot' and is reproduced below:

**Clause 6. CONVEYANCE DEED AND STAMP DUTY:**

*"6.1 Subject to the Purchaser(s) making all payments as and when they fall due and providing all the documents as stated herein in this Agreement to the Seller, the Seller, shall prepare, execute and register a Conveyance Deed to convey the title of the Apartment as per the terms of the Agreement in favour of the Purchaser(s)."*

31. The authority has gone through the conveyance clause of the agreement. A reference to the provisions of Section 17 (1) of the Act is also must and it provides as under:

**"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.*

32. The respondent no.1 is under an obligation as per Section 17 of Act to get the conveyance deed executed in favour of the complainant. Thus, the respondent no.1 is directed to execute the conveyance deed upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act failing which the complainant may approach the adjudicating officer for execution of order.



**G.IV Direct the respondent to pay Rs.50,000/- as cost of litigation/present proceedings to the complainant.**

**G.V Direct the respondent to pay Rs.5,00,000/- for harassment and mental agony suffered by the complainant.**

33. The complainants are seeking the said reliefs with respect to compensation.

The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP and Ors. 2021-2022(1) RCR(c),357* has held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense 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 and legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation.

#### **H. Directions of the Authority**

34. 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 no.1 is directed to pay delay possession charges to the complainants against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of a delay from the due date of possession, i.e., 06.09.2017 till the date of offer of possession (28.04.2023) plus two months i.e., 28.06.2023, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.



- II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- III. The respondent no.1 is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainants are directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- IV. The respondent no.1 is directed to handover the physical possession of the allotted unit to the complainants with completion in all aspects of buyer's agreement.
- V. The respondent no.1 is directed to execute the conveyance deed upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act failing which the complainants may approach the adjudicating officer for execution of order.
- VI. The respondent no.1 shall not charge anything from the complainants which is not part of the agreement.
35. Complaint stands disposed of.
36. File be consigned to registry.

**Dated: 07.05.2025**

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