

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

Complaint no. : 2375 of 2024

Date of decision : 27.05.2025

1. Mayank Mehta

2. Megha Mehta

Both RR/o:- 73, Gautam Apartments, New Delhi- 110049 **Complainants**

Versus

M/s Emaar India Limited.

(Formerly Known as Emaar MGF Land Limited)

Registered office at: Emaar MGF Business Park,
Mehrauli Gurugaoon Road Sector- 28, Sikandarpur Chowk,
Gurugram – 122002, Haryana.**Respondent****CORAM:**

Shri Arun Kumar

Shri Vijay Kumar Goyal

Shri Ashok Sangwan

Chairman**Member****Member****APPEARANCE:**

Shri Mayank Mehta

Shri Deeptanshu Jain (Advocate)

Complainant in person

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee in Form CRA 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 to the allottee as per the agreement for sale executed *inter-se* them.

A. Project and unit related details

2. The particulars of the project, the details of 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:

Sr. No.	Particulars	Details
1.	Name of the project	Emerald Plaza at in Sector- 65, Gurugram
2.	Nature of real estate project	Commercial complex
3.	Project Area	3.963 acres
4.	Unit no.	EPO-07-003, on 7 th floor, [Page no. 68 of complaint]
5	Area admeasuring	720.26 sq. ft. (Super area)
6.	Date of execution of buyer's agreement	07.08.2010 (Page no. 67 of the complaint)
7.	Possession clause	<p>16. POSSESSION</p> <p>(a). Time of Handing over the possession</p> <p>That the possession of the office space in the commercial complex shall be delivered and handed over to the Allottee(s), within (30) months of the execution hereof, subject however to the allottees having strictly complied with all the terms and conditions of this agreement and not being default under any provisions of this agreement and all amounts due and payable by the allottee(s) under this agreement having been paid in time of the company.</p> <p>ii. The Allottee agrees and understands that the Company shall be entitled to a <u>grace period of 120 days over and above the period more particularly specified here-in-above in sub-clause (a)(i) of clause 16, for applying and</u></p>

		<u>obtaining necessary approvals in respect of the complex.</u> (Emphasis supplied) [page 31 of complaint]
8.	Due date of possession	07.06.2013 (Note:- due date of possession calculated from the date of buyer's agreement including 120 days grace period)
9.	Total consideration	Rs.53,23,733/- (As per statement of account dated 08.01.2021 at page no. 107 of the complaint)
10.	Total amount paid by the complainants	Rs.53,23,737/- (As per statement of account dated 08.01.2021 at page no. 107 of the complaint)
11.	Occupation certificate	08.01.2018 [as per website of DTCP Haryana]
12.	Unit handover letter	08.01.2021 [annexure R2, page 8 of dismissal of complaint]

B. Facts of the complaint

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

- i. That on 12.06.2010, the complainants herein booked a unit in the project named "Emerald Plaza" in sector 65, Gurugram by paying an advance amount of Rs.5,00,000/- to the respondent. Accordingly, the complainants were allotted a unit bearing EPO-07-003 on the 7th floor in the said project.
- ii. That, on 07.08.2010, an office space buyer's agreement was entered into between the parties wherein as per clause 16(a), the construction should have been completed within 30 months plus 4 months grace period from the date of execution of agreement. However, till date of filing the earlier complaint bearing no. 297/2018, the possession of the



said unit had not been handed over to the complainants despite making all requisite payments as per the demands raised by the respondent. The complainants made payments of all installments demanded by the respondent amounting to a total of Rs.57,42,518/-. The complainants had been regularly making payments and if any delay of small periods was there, then the said delay was also attributable on part of the respondent, however the complainants have paid the interest @ 24% on the said delay payment as 16 demanded by the respondent and which was duly accepted by the respondent.

- iii. That it came to the knowledge of the complainants that the respondent has breached the trust again by reducing the common basement parking only up to the two levels which is in non-conformity with the schedule of payments. All the initial intimations, agreements and construction linked payment schedule mention about a 3rd basement with parking. The respondent had even demanded the payment against the casting of the 3rd basement roof slab in the subsequent payment demands also.
- iv. That the respondent issued letters dated 12.07.2017 and 25.01.2018 to the complainants wherein the respondent had unreasonably asked for unjustified huge demands on account of various heads like administrative charges, electricity charges, GST, HVAT, delay payment interests, revised registration and stamp duty charges, advance interest free maintenance charges for 12 months, electricity charges etc. without adjusting the compensation as per buyer's agreement and settled provision of law through various forums and courts.
- v. Vide letter of offer of possession dated 25.01.2018 was sent by the respondent to the complainants, asking for settling of final dues by 26.02.2018 in order to enable the respondent to handover the



possession of the office unit to the complainants. The complainants were also informed, for the first time in 8 years that the area of their office unit stands revised to 760.97 sq. ft. from the earlier area of 720.26 sq. ft. This arbitrary increase in saleable area of the office unit by M/s Emaar MGF Land Limited led to an additional financial burden of Rs.2,93,742/- on the complainants.

- vi. That fearing additional charges, interests and penalties from the respondent, the complainants paid 100% of the due amounts and 100% of the stamp duty amounts as demanded by the respondents in March 2018 itself. They were still not granted any delay possession interest at the time of offer of the possession and instead were being forced to sign one sided maintenance agreement by the respondent, as a pre-requisite condition to obtain the possession of the unit in question.
- vii. That, finally the complainants were constrained to file the complaint before this Authority seeking direction to the respondent to pay delayed possession interest at the prescribed rate for every month of delay till the handing over of possession of the unit in question, amongst other reliefs.
- viii. That this Authority, has passed the order dated 16.01.2019 thereby granting delay possession interest @ 10.75% for every month of delay to the complainants from 07.06.2013 i.e. (the due date of possession being 07.02.2013 plus 4 months grace period) till 25.01.2018 i.e. the date of offer of possession. The order also advised the complainants to take possession and after possession, if they come to know of any deficiencies they may approach the appropriate forum.
- ix. The order directed the respondent to desist from charging holding charges for the period the matter remained sub-judice. The order and directions of this Authority in complaint no. 297/2018, the respondent



not just 20 refused to pay the interest amount but also insisted on charging holding charges as a precondition to handover possession to the complainants.

- x. That after almost 3 years of in person visits and requests, the respondents finally appeared to abide by the order of this Authority when they sent an email stating that they will not be charging holding charges from the complainants. The complainants received the actual handover of possession only on 08.01.2021. Thereafter, continuing with their high handed ways and blackmail, the respondent continues to deny execution of conveyance deed in favor of the complainants despite numerous in person attempts and requests by complainants.
- xi. This blatant and unchecked blackmail by the respondent, continues to cause financial losses to the complainant. Even more so, the constant fear of not having the rightful legal ownership of the office unit even after 14 years and despite paying 100% amounts and 100% stamp duty to the respondents, continues to cause insurmountable mental suffering and harassment on a daily basis to the complainants. It may be pertinent to note that the said office unit is the only commercial property bought by the complainants till date.

C. Relief sought by the complainants

- 4. The complainants are seeking the following relief:
 - i. Direct the respondent to execute the conveyance deed in favour of the complainants without any further delay or preconditions.
 - ii. To issue non-bailable arrest warrants against the CEO and Managing Directors of Emaar India for their complicity in denial of conveyance deed despite repeated requests.

- iii. Direct the respondent to clear all property tax dues, common area maintenance, common area electricity charges etc. till the execution of the conveyance deed in favour of the complainants.
- iv. Direct the respondents to pay interest @10.75% on amounts received from the complainants post the offer of possession date of 25.01.2018, i.e. on 27.02.2018 and 14.03.2018 till the execution of the conveyance deed in favour of the complainants.
- v. Direct the respondents to compensate the complainants for the extreme and continuous mental harassment and humiliation caused and also reimburse the complainants for their time and travel costs from Delhi to Sikanderpur office on about 15 occasions.
- vi. That the Authority may kindly exempt the complainants from filing certified/typed copies of the annexures.
- vii. That it is further requested that the Authority may pass such order/directions as the Authority may deem appropriate and fit in the facts and circumstances of the case.

D. Reply by the respondent

5. The respondent vide its application for dismissal of complaint dated 21.08.2024, has contested the complaint on the following grounds:
 - i. That possession of the unit bearing no EPO-07-003 situated in the project known as Emerald Plaza Offices, was offered to the complainants on 25.01.2018. The complainants filed a complaint bearing number 297/2018 before this Authority seeking delay possession charges. The said complaint was allowed by the Authority by its order dated 16.01.2019 whereby the respondent was directed to pay interest @ 10.75% from 07.06.2013 till the date of offer of possession, i.e. 25.01.2018.



- ii. That the respondent filed an appeal against the order dated 16.01.2019 passed by the Authority before the Hon'ble Appellate Tribunal. The said appeal bearing no 1349/2019 was dismissed by the Hon'ble Tribunal for non-compliance of Section 43(5) on 21.11.2019.
- iii. That the said order dated 21.11.2019 was challenged by the respondent before the Hon'ble Punjab and Haryana High Court. CWP no. 1129/2020 filed by the respondent challenging the order dated 21.11.2019 was dismissed by the Hon'ble Punjab and Haryana High Court by its order dated 16.10.2020. SLP No 3155/2021 against the order dated 16.10.2020 passed by the Punjab and Haryana High Court was dismissed by the Hon'ble Supreme Court by its order dated 12.05.2022.
- iv. That in the meanwhile, the complainants sought execution of the order dated 16.01.2019 passed by this Authority by way of execution petition no. 5076/2019. In the said proceedings an amount of Rs.17,74,707/- has been paid by the respondent to the complainants in compliance of the order dated 16.01.2019. Recovery certificate issued vide order dated 05.03.2024 passed by the executing court has also been complied with after payment of Rs.13,45,088/- and the compliance letter was signed by the complainants on 28.05.2024. Thus, the decree stands satisfied. In the meanwhile, possession of the unit was handed over to the complainants on 08.01.2021. The complainants took possession of the unit after acknowledging that the complainants were fully satisfied with the unit in all respects and did not have any claim of any nature whatsoever against the respondent subject to ongoing RERA complaint no. 6700/2019 and execution no. 5076/2019.
- v. That surprisingly, while simultaneously seeking its execution by way of execution petition no. 5076/2019, the complainants had also filed an appeal against the order dated 16.01.2019 passed by the Authority



before the Hon'ble Appellate Tribunal. The said appeal bearing number 182/2023 was dismissed by the Hon'ble Appellate Tribunal as barred by limitation by its order dated 17.11.2023 while observing that the applicants/appellants (complainants in the present complaint) have availed number of remedies for the same cause of action.

- vi. That the complainants filed a complaint being complaint no 6700/2019 before the Adjudicating Officer wherein, inter alia, the complainants had demanded refund of Rs.2,93,742/- on account of increase in super area from 720.26 sq. ft. to 760.97 sq. ft. and the said relief has been granted by the Adjudicating Officer. In other words, the complainants have been asked to make payment for only 720.26 sq. ft. although in possession of 760.97 sq. ft. super area. The respondent has filed an appeal against the order dated 31.05.2023 passed by the Adjudicating Officer. The said appeal bearing number 85/2024 filed by the respondent is pending before the Hon'ble Appellate Tribunal. That until the said appeal is decided and the issue pertaining to the final super area of the unit is decided, the respondent cannot execute and register the conveyance deed in favour of the complainants.
- vii. That the Adjudicating Officer has also awarded a sum of Rs.5 lacs to the complainants as compensation for loss of livelihood, mental harassment and agony allegedly suffered by the complainants. The Adjudicating Authority who has the jurisdiction to award compensation in appropriate cases and not this Authority. The Adjudicating Officer has also declined to grant any further interest for delay over and above interest granted by the Authority by its order dated 16.01.2019.
- viii. That while impugning their liability to pay HVAT and GST, the complainants intentionally refrained from challenging their liability to pay property tax. Having omitted to claim any relief in respect of

property tax, the complainants are precluded from claiming any such relief under the provisions of Order 2 Rule 2 of the CPC. As far as the issue of maintenance charges is concerned, the said issue is also under consideration before the Hon'ble Appellate Tribunal in appeal no 85/2024 and the said relief also cannot be granted by this Authority. In order to avoid multiplicity of litigation and the possibility of issuance of conflicting orders, the decision in appeal no 85/2024 ought to be awaited. The said appeal is now listed for hearing on 28.08.2024. The execution proceedings instituted by the complainants in respect of order dated 31.05.2023 bearing no 120/2024 is also listed before the Adjudicating officer on 11.09.2024.

- ix. That the complainants cannot be permitted to seek the same relief in multiple forum, to seek relief in a piecemeal manner and to institute multifarious litigation against the respondent based on the same cause of action in order to needlessly harass and victimise the respondent. The present complaint is an abuse of the process of law and deserves to be dismissed with punitive costs.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by 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

8. Section 11(4)(a) of the Act 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) 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.

9. 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 as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainants

- F.I To issue non-bailable arrest warrants against the CEO and Managing Directors of Emaar India for their complicity in denial of conveyance deed despite repeated requests.
- F.II Direct the respondent to execute the conveyance deed in favour of the complainants without any further delay or preconditions.
- F.III Direct the respondent to clear all property tax dues, common area maintenance, common area electricity charges etc. till the execution of the conveyance deed in favour of the complainants.
- F.IV Direct the respondents to pay interest @10.75% on amounts received from the complainants post the offer of possession date of 25.01.2018, i.e. on 27.02.2018 and 14.03.2018 till the execution of the conveyance deed in favour of the complainants.
- F.V Direct the respondents to compensate the complainants for the extreme and continuous mental harassment and humiliation caused and also reimburse the complainants for their time and travel costs from Delhi to Sikanderpur office on about 15 occasions.

F.VI That the Authority may kindly exempt the complainants from filing certified/typed copies of the annexures.

10. The above-sought relief(s) by the complainants are taken together being inter connected.
11. On the basis of the documents placed on record and submissions made by both the parties, the Authority observes that the complainants were allotted a unit bearing no. EPO-07-003, located on the 7th floor, in project of the respondent named "Emerald Plaza" situated in Sector-65, Gurugram. An apartment buyer's agreement was executed between the parties herein regarding the subject unit on 07.08.2010. As per clause 16(a) of the buyer's agreement, the respondent company was under an obligation to handover the possession within a period of 30 months with a grace period of 120 days for applying and obtaining necessary approvals in respect of the commercial complex. Therefore, the due date of possession comes out to be 07.06.2013 including grace period of 120 days. The occupation certificate was received from the competent authority on 08.01.2018 and possession of the unit was offered to the complainants/allottees vide offer of possession letter dated 25.01.2018 and the complainants have taken the actual physical possession of the subject unit vide unit handover letter dated 08.01.2021.
12. It is within knowledge of the Authority that the complainants have filed a previous complaint bearing no. 297 of 2018 on 21.05.2018 decided by the Authority on 16.01.2019 wherein the respondent was directed to pay delay possession charges @ 10.75% from 07.06.2013 till the date of offer of possession i.e., 25.01.2018. Thereafter, the respondent company filed the appeal bearing no. 1349/2019, before the Hon'ble Appellate Tribunal against the order passed by the Authority on 16.01.2019. The said Appeal was dismissed by the Hon'ble Appellate Tribunal for non-compliance of Section 43(5) of the Act, 2016 on 21.11.2019. Thereafter, the

respondent/promoter challenged the order of Hon'ble Appellate Tribunal before the Hon'ble Punjab and Haryana High Court through CWP no. 1129/2020. However, the said CWP was also dismissed by the Hon'ble High Court vide its order dated 16.10.2020. The respondent challenged the said order dated 16.10.2020 passed by Hon'ble High Court before the Hon'ble Supreme Court of India through SLP no. 3155/2021. The said SLP was also dismissed by Hon'ble Supreme Court on 12.05.2022.

13. In the meantime, the complainants filed an execution petition before the executing court to execute the order dated 16.01.2019, passed by the Authority. In compliance of the said order dated 16.01.2019, the respondent has paid an amount of Rs.17,74,707/- & Rs.13,45,088/-, and the said execution petition was disposed of accordingly. Thereafter, the complainant-allottees have filed an appeal against the order dated 16.01.2019 before the Hon'ble Appellate Tribunal through appeal no. 182/2023, and the same was dismissed by the appellate tribunal vide order dated 17.11.2023 while observing that the applicant/complainants have availed numbers of remedies for the same cause of action. The complainant filed a complaint bearing no. 6700/2019 before the Adjudicating Officer, Gurugram and demanded a refund of Rs.2,93,742/- on account of increase in super area from 720.26 sq. ft. to 760 sq. ft. and the said relief was granted by the adjudicating officer vide order dated 31.05.2023. Thereafter, the respondent has filed an appeal bearing no. 85/2024 before the Hon'ble Appellate Tribunal against the order dated 31.05.2023 passed by the Adjudicating Officer, Gurugram which is pending adjudicating before the Hon'ble Appellate Tribunal.
14. The Authority observes that it is not disputed that prior to filing of the present complaint before the Authority on 23.05.2024, the complainant had already filed a complaint pertaining to same unit before the Authority on

25.01.2018 vide bearing no. 297 of 2018 in respect to the same subject unit. The said complaint was disposed of by the Authority vide order dated 16.01.2019 directing the respondent to pay interest at the prescribed rate i.e., 10.75% for every month of delay from the due date of possession i.e., 07.06.2013 till letter of offer of possession i.e., 25.01.2018 and the complainants are also advised to take possession and after possession, if they come to know any deficiencies they may approach the appropriate forum. Thereafter, an appeal was preferred by the respondent herein before the Hon'ble Appellate Tribunal and the same was dismissed by the Hon'ble Appeal tribunal vide order dated 21.11.2019. Therefore, the respondent challenged the order of Hon'ble Appellate Tribunal before the Hon'ble Punjab and Haryana High Court which was again dismissed by the High Court vide its order dated 16.10.2020. Further challenged the said order dated 16.10.2020 before the Hon'ble Supreme Court of India which was dismissed by Hon'ble Supreme Court on 12.05.2022.

15. Further, this Authority cannot re-write its own orders and lacks the jurisdiction to review its own order as the matter directly and substantially in issue between the same parties has been heard and finally decided by this Authority in the former complaint bearing CR/297/2018. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. Therefore, subsequent complaint on same cause of action is barred by the principle of res-judicata as provided under Section 11 of the Code of Civil Procedure, 1908 (CPC). Section 11 of CPC is reproduced as under for ready reference:

"11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent

to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.

Explanation I.—The expression “former suit” shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.

Explanation II.—For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.

Explanation III.—The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.

Explanation IV.—Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

Explanation V.—Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.

Explanation VI.—Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating.

Explanation VII.—The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.

Explanation VIII.—An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as *res judicata* in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.”

16. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 are, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the Authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the Act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions,

the above mentioned relief sought claimed by the complainants stand dismissed being not maintainable.

17. However, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant(s). Whereas as per section 19(11) of the Act of 2016, the allottee(s) are also obligated to participate towards registration of the conveyance deed of the unit in question. The complainants had taken the physical possession of the unit on 08.01.2021. As per clause 17(b) of the buyer's agreement, the respondent company shall prepare and execute along with allottee(s) a sale deed to convey the title of the said unit in favor of the allottee(s) but after payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and the relevant clause of the agreement is reproduced for ready reference:-

"17 PROCEDURE FOR TAKING POSSESSION

(a)

(b) Subject to the Allottee(s) making all payments under this Agreement, the Company shall prepare and execute along with the Allottee(s) a Conveyance Deed to convey the title of the said office space in favor of Allottee(s) but after payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Company from time to time, prior to the execution of the conveyance Deed. The Parties agree that after the Allottee(s) has provided all the details, documents as provided in the written notice as stated in this clause and/ or other documents required for the purpose of registration of the conveyance Deed, the Company shall make all reasonable efforts to get the conveyance Deed registered within a reasonable time. The Allottee(s) agrees and undertakes to make him/her/it available for the purpose of registration on the date(s) as informed by the Company."

18. It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of OC.

19. As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide for transfer of title and the same is reproduced below:

"Section 17: Transfer of title.

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

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

20. In view of the above, the respondent is under obligation to execute the registered conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016, upon payment of requisite stamp duty/registration charges at applicable rates fixed by State Government, within a period of 90 days from the date of this order as the occupancy certificate has been already obtained.
21. Complaint as well as applications, if any, stand disposed off accordingly.
22. File be consigned to the registry.

(Ashok Sangwan)
Member

v./ (Vijay Kumar Goyal)
Member

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 27.05.2025