

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

Date of decision: 09.05.2025

NAME OF THE BUILDER		M/s Savyasachi Infrastructure Pvt. Ltd.	
PROJECT NAME		Amaya Greens at Sector 3, Gurugram, Haryana	
S. No.	Case No.	Case title	Appearance
1.	CR/2008/2024	Surender Singh and Baljeet Singh Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and M/s Sharma Confectioners Pvt. Ltd.	Shri Gaurav Rawat (For Complainants) None (For Respondents)
2.	CR/2010/2024	Praveen Kumar and Pushpa Devi Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and M/s Sharma Confectioners Pvt. Ltd.	Shri Gaurav Rawat (For Complainants) None (For Respondents)
3.	CR/2244/2024	Poonam and Jagbir Singh Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and M/s Sharma Confectioners Pvt. Ltd.	Shri Gaurav Rawat (For Complainants) None (For Respondents)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of all the complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule

- 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainants in the above referred matters are allottees of the project, namely, "Amaya Greens" situated at Sector 3, Gurugram being developed by the same respondents/promoter i.e., M/s Savyasachi Infrastructure Pvt. Ltd. and M/s Sharma Confectioners Pvt. Ltd. The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges and execution of conveyance deed.
 3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"Amaya Greens", Sector 03, Gurugram, Haryana
Nature of the project	Affordable plotted colony under Deen Dayal Jan Awaas Yojna
Project area	9.0375 acres
DTCP License No. and other details	37 of 2017 dated 28.06.2017 Valid up to 27.06.2022 Licensed area : 9.0375 acres Licensee - Sharma Confectioners Pvt. Ltd.
HRERA Registered	212 of 2017 dated 18.09.2017



	Valid up to 16.03.2023 (Including 6 months grace period of COVID) Registered area: 9.0375 acres
Completion certificate obtained on	11.01.2021

Sr. No.	Complaint No.	CR/2008/2024	CR/2010/2024	CR/2244/2024
1.	Complaint filed on	15.05.2024	15.05.2024	15.05.2024
2.	Allotment letter dated	16.02.2019 [Page 31 of complaint]	16.02.2019 [Page 30 of complaint]	24.04.2019 [Page 30 of complaint]
3.	Unit no. and area	SCO-01 admeasuring 45.75 sq. yds. [Page 41 of complaint]	SCO-02 admeasuring 45.75 sq. yds. [Page 41 of complaint]	SCO-04 admeasuring 45.75 sq. yds. [Page 40 of complaint]
4.	Agreement for sale dated	31.01.2019 [Page 38 of complaint]	31.01.2019 [Page 35 of complaint]	08.04.2019 [Page 35 of complaint]
5.	Possession clause	7.2 Procedure for taking Possession of Plot: The Promoter, upon obtaining the Approved Demarcation-cum-Zoning Plan and provision of services by the Colonizer/Promoter, duly Certifying/Part Completion Certificate, as the case may be, in respect of Plotted Colony shall offer in writing the Possession of the Plot within 12 months from the date of	7.2 Procedure for taking Possession of Plot: The Promoter, upon obtaining the Approved Demarcation-cum-Zoning Plan and provision of services by the Colonizer/Promoter, duly Certifying/Part Completion Certificate, as the case may be, in respect of Plotted Colony shall offer in writing the Possession of the Plot within 12 months from the date of	7.2 Procedure for taking Possession of Plot: The Promoter, upon obtaining the Approved Demarcation-cum-Zoning Plan and provision of services by the Colonizer/Promoter, duly Certifying/Part Completion Certificate, as the case may be, in respect of Plotted Colony shall offer in writing the Possession of the Plot within 12 months from the date of

		<i>signing of this Agreement to the Allottee(s) as per terms of this Agreement.</i> [Page 47 of complaint]	<i>signing of this Agreement to the Allottee(s) as per terms of this Agreement.</i> [Page 47 of complaint]	<i>signing of this Agreement to the Allottee(s) as per terms of this Agreement.</i> [Page 46 of complaint]
6.	Due date of handing over possession	31.01.2020 [Note: 12 months from agreement]	31.01.2020 [Note: 12 months from agreement]	08.10.2020 [Note: 12 months from agreement + 6 months grace period on account of COVID]
7.	Total sale price	Rs. 35,00,000/- as per clause 1.1 of the Agreement [Page 41 of complaint]	Rs. 35,00,000/- as per clause 1.1 of the Agreement [Page 41 of complaint]	Rs. 35,00,000/- as per clause 1.1 of the Agreement [Page 40 of complaint]
8.	Amount paid by the complainants	Rs. 30,00,000/- [Page 32-34 of complaint]	Rs. 27,00,000/- [Page 32-34 of complaint]	Rs. 26,75,000/- [Page 24 of complaint]
9.	Offer of possession	N/A	N/A	N/A
10.	Relief sought	<ul style="list-style-type: none"> - Possession & DPC - Execute CD - Restrain respondent from raising fresh demand - Restrain for cancelling unit - Not to force complainant to sign indemnity as a precondition to CD - Provide lay-out plan - Not to charge anything which is not part of BBA. - Penal action 	<ul style="list-style-type: none"> - Possession & DPC - Execute CD - Restrain respondent from raising fresh demand - Restrain for cancelling unit - Not to force complainant to sign indemnity as a pre-condition to CD - Provide lay-out plan - Not to charge anything which is not part of BBA - Penal action 	<ul style="list-style-type: none"> - Possession & DPC - Execute CD - Restrain respondent from raising fresh demand - Restrain for cancelling unit - Not to force complainant to sign indemnity as a pre-condition to CD - Provide lay-out plan - Not to charge anything which is not part of BBA - Penal action

4. The aforesaid complaints were filed by the complainants-allottees against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges and execution of conveyance deed.
5. The facts of all the complaints filed by the complainants-allottees are similar. Out of the above-mentioned cases, the particulars of lead case *CR/2008/2024 titled as Surender Singh and Baljeet Singh Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Anr.* are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

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

CR/2008/2024 titled as Surender Singh and Baljeet Singh Vs. M/s Savyasachi Infrastructure Pvt. Ltd. and Anr.

S.N.	Particulars	Details
1.	Name of the project	"Amaya Greens", Sector 03, Gurugram.
2.	Nature of the project	Affordable Residential Plotted Colony under Deen Dayal Jan Awaas Yojna
3.	Project area	9.0375 acres
4.	License no.	37 of 2017 dated 28.06.2017 Valid up to 27.06.2022

		Licensed area: 9.0375 acres Licensee - Sharma Confectioners Pvt. Ltd.
5.	RERA registered or not	212 of 2017 dated 18.09.2017 Valid up to 16.03.2023 (17.09.2022 + 6 months on account of COVID 19) Registered area: 9.0375 acres
6.	Completion certificate received on	11.01.2021
7.	Allotment letter dated	16.02.2019 [Page 31 of complaint]
8.	Agreement for sale between the respondent and the complainant	31.01.2019 [Page 38 of complaint]
9.	Unit no. and area	SCO-01 admeasuring 45.75 sq. yds. [Page 41 of complaint]
10.	Total sale price	Rs. 35,00,000/- as per clause 1.1 of the Agreement to sale [Page 41 of complaint]
11.	Paid up amount	Rs. 30,00,000/- [Page 32-34 of complaint]
12.	Possession clause	<i>7.2 Procedure for taking Possession of Plot:</i> <i>The Promoter, upon obtaining the Approved Demarcation-cum-Zoning Plan and provision of services by the Colonizer/Promoter, duly Certifying/Part Completion Certificate, as the case may</i>

		<i>be, in respect of Plotted Colony shall offer in writing the Possession of the Plot within 12 months from the date of signing of this Agreement to the Allottee(s) as per terms of this Agreement.</i> [Page 47 of complaint]
13.	Due date of possession	31.01.2020 [Note: 12 months from agreement]
14.	Possession letter	Not placed on record

B. Facts of the complaint

7. The complainants have made following submissions in the complaint:
 - i. That in 2017, the Respondents Company issued an advertisement announcing a Deen Dayal Jan Awaas Yojna "Amaya Greens" at Sector -3, Faruknagar, Gurugram was launched by **respondents**, under the license no. 37 of 2017 dated 24.06.2017 issued by DTCP, Haryana, Chandigarh and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondents confirmed that the projects had got building plan approval from the authority.
 - ii. That relying on various representations and assurances given by the respondents and on belief of such assurances, the complainants booked a SCO unit in the project by paying an amount of Rs. 1,00,000/- and allotment letter was issued by the respondent allotting unit bearing no. SCO-01 having super area 45.75 sq. yds. for a total sale consideration of the unit i.e., Rs. 35,00,000.00,0 which includes basic price, EDC and IDC, Car parking charges and other Specifications of the allotted unit. Thereafter, an Agreement to Sell was executed between the complainants and respondents dated 31.01.2019. As per

clause 7.2 of the Agreement, the possession of the unit was to be delivered within the promised period of 12 months from the date of Agreement i.e., by 31.01.2020. Thus, the due date of possession comes out to be 31.01.2020. Therefore, the Respondents was liable to pay interest as per the prescribed rate as laid under the Act, 2016 & the Rules, 2017 for the delay in the delivery till the completion of the construction of unit.

- iii. That the respondents not only failed to adhere to the terms and conditions of booking but also illegally extracted money from the complainants by making false promises and statements at the time of booking. The respondents are unable to handover a possession even after a delay of year. By falsely ensuring wrong delivery lines and falsely assuring the timely delivery of possession, the complainants have been subjected to unethical/unfair trade practice as well as subjected to harassment in the guise of a biased allotment letter/Agreement.
- iv. That during the period, the complainants went to the office of respondents several times and requested them to allow them to visit the site and when the respondents will get conveyance deed executed but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainants visited the site but was not allowed to enter the site and even there was no proper approached road. The complainants even after paying amounts still received nothing in return but only loss of the time and money invested by them. The respondents were never able to give any satisfactory response to the complainants regarding the status of the

construction and were never definite about the delivery of the possession.

- v. That as per the demands raised by the respondent, based on the payment plan, the complainants to buy the captioned unit already paid a total sum of Rs.30,00,000/- towards the said unit against total sale consideration of Rs.35,00,000/-.
- vi. That the allotment of the unit was made on 16.02.2019, after coming into force of the Act, 2016 and after coming into force of the Act, the respondent can charge only on the carpet of the unit not on the super area of the unit. In the present case, respondent has charged the complainants on the super area i.e. 45.75 Sq. Yards @ Rs.76,502/- per Sq. Yards which is against the provisions of the Act, 2016 and the Rules, 2017. Hence, in accordance to the provisions of the Act, necessary penal action to be taken against the respondent and direction may kindly be passed to the respondent to charge on the carpet area instead of the super area of the unit.
- vii. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainants approached the respondents and asked about the status of construction and also raised objections towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common

area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

- viii. That the respondents have completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, allotment letter and the different advertisements released from time to time. Further, such acts of the respondents are also illegal and against the spirit of the Act and the Rules. The complainants being aggrieved person is filing the present complaint.

C. Relief sought by the complainants

8. The complainants have sought the following relief(s):
- i. Direct the respondent to provide habitable possession of the said unit to the complainants with immediate effect.
 - ii. Direct the respondents to pay the interest on the total amount paid by complainants at the prescribed rate of interest as per the Act from due date of possession till the handing over of possession.
 - iii. Direct the respondents to execute a conveyance deed in respect of the unit in question in favour of the complainants.
 - iv. Restrain the respondents from raising fresh demand(s) for payment under any head, as the complainants had already made payment as per the payment plan.
 - v. Direct the respondents not create any third-party rights or cancel the allotment of unit.
 - vi. Direct the respondents not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a pre-condition for signing the conveyance deed.
 - vii. Direct the respondents to provide the exact lay out plan of said unit.

- viii. Direct the respondents not to charge anything irrelevant which has not been agreed to between the parties.
 - ix. Penal action be taken against the respondents for violation of various provisions of the Act.
 - x. Pass such other or further order(s), which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.
9. The Authority issued a notice to the respondents through speed post as well as through email. However, the service upon the respondent no.1 could not be effected properly and the respondent no. 2 failed to put in appearance and file reply to the complainants. Thus, vide order dated 14.02.2025, the Authority directed to issue public notice in the newspaper. The public notice for appearance of the respondents and for filing reply were published in the newspaper 'Times of India' (English) and 'Navbharat Times' (Hindi) on 11.03.2025. Despite that, the respondents failed to appear before this Authority. In view of the same, the respondent is proceeded ex-parte. Thus, the Authority has no hitch in proceeding further.

D. 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.

D.I Territorial jurisdiction

11. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District.

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

D.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) 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.

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.

E. Findings on the relief sought by the complainants

E.I Direct the respondent to provide habitable possession of the said plot/unit to the complainants with immediate effect.

14. In the present complaint, the grievance of the complainants is that the respondent has failed to handover the physical possession. The counsel for the complainants submitted that the physical possession of the subject unit has not been handed over by the respondent to the complainants till date.

15. The authority observes that respondent promoter has obtained completion certificate in respect of the said project from the competent authority on 11.01.2021 and has offered the possession of the subject plot/unit(s). Section 17 of the Act obligates the promoter to handover the physical possession of the subject plot/unit complete in all respect as per specifications mentioned in BBA and thereafter, the complainants-allottees are obligated to take the possession within 2 months as per provisions of section 19(10) of the Act, 2016.
16. In view of the above, the respondent is directed to handover the possession of the allotted unit/plot to the complainants complete in all aspects as per specifications of buyer's agreement within one month from date of this order after payment of outstanding dues, if any, by the complainants as the completion certificate in respect of the project has already been obtained by it from the competent authority.
- E.II Direct the respondents to pay the interest on the total amount paid by complainants at the prescribed rate of interest as per the Act from due date of possession till the handing over of possession.
- E.III Restrain the respondents from raising fresh demand(s) for payment under any head, as the complainants had already made payment as per the payment plan.
- E.IV Direct the respondents not create any third-party rights or cancel the allotment of unit.
17. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges at prescribed rate of interest on amount already paid by them as provided under the proviso to section 18(1) of the Act which 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."

18. Clause 7.2 of the buyer's agreement (in short, the agreement) dated 31.01.2019, provides for handing over possession and the same is reproduced below:

"7.2 Procedure for taking Possession of Plot:

*The Promoter, upon obtaining the Approved Demarcation-cum-Zoning Plan and provision of services by the Colonizer/Promoter, duly Certifying/Part Completion Certificate, as the case may be, in respect of Plotted Colony shall offer in writing the Possession of the Plot within **12 months from the date of signing of this Agreement** to the Allottee(s) as per terms of this Agreement..."*

19. **Due date of handing over possession:** As per clause 7.2 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit within a period of 12 months from the date of signing of this agreement to the allottees as per terms of this agreement. Therefore, the due date of handing over possession comes out to be 31.10.2020.
20. The following table concludes the due date of handing over possession in the following matters:

S.no.	Complaint no.	Due date of possession	Date of completion certificate
1.	CR/2008/2024	31.01.2020	11.01.2021
2.	CR/2010/2024	31.01.2020	11.01.2021
3.	CR/2244/2024	08.10.2020	11.01.2021

21. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter,

interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

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

22. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
23. 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., 09.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
24. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.

25. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. By virtue of clause 7.2 of the buyer's agreement executed between the parties, the possession of the subject apartment was to be delivered within a period of 12 months from the date of signing of this agreement to the allottees. Therefore, the due date of handing over possession comes out to be 31.01.2020. The authority observes that the Directorate of Town & Country Planning, Haryana has already granted completion certificate dated 11.01.2021 subject to certain conditions in respect of the said project certifying that the development works are complete. The complainants are at liberty to approach the competent authority if any grievance subsists on account of any error in granting the completion certificate in respect of the said project.
26. Further, section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of completion certificate. The respondent has offered the possession of the subject unit(s) to the respective complainants after obtaining completion certificate from competent authority. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months' of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents. In the present complaint, the completion certificate was granted by the competent authority on 11.01.2021.

27. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at the prescribed rate i.e., @ 11.10% p.a. w.e.f. due date of possession i.e., 31.01.2020 till date of completion certificate plus 2 months i.e., 11.03.2021, as per sections 18(1) and 19(10) of the Act read with rule 15 of the rules.
28. The following table concludes the time period for which the complainants-allottees are entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

S.no.	Complaint no.	Due date of possession	Completion certificate	Period for which the complainants are entitled to DPC
i.	CR/2008/2024	31.01.2020	11.01.2021	W.e.f. 31.01.2020 till 11.03.2021
ii.	CR/2010/2024	31.01.2020	11.01.2021	W.e.f. 31.01.2020 till 11.03.2021
iii.	CR/2244/2024	08.10.2020	11.01.2021	W.e.f. 08.10.2020 till 11.03.2021

- E.V Direct the respondents to execute a conveyance deed in respect of the unit in question in favour of the complainants.
- E.VI Direct the respondents not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a pre-condition for signing the conveyance deed.
29. 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 10. CONVEYANCE OF THE SAID UNIT/PLOT:

"The Promoter on receipt of total price of the Plot as per 1.1 shall execute a Conveyance deed preferably within three months but not later than six

months from possession and convey the title of the Plot for which possession is granted to the Allottee provided that, Developed Plot is equipped with all specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the Stamp Duty and / or Registration Charges, other Ancillary Charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold Registration of the Conveyance Deed in his/her favour till such Stamp Duty, Registration Charges, other Ancillary Charges are paid by the Allottee to the Promoter."

30. 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.

31. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainants. Also, 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. As delineated hereinabove, the completion certificate in respect of the said project was granted on 11.01.2021 by the competent authority. Thus, the respondent 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.

32. Further, in the complaint bearing no. **4031 of 2019** titled as **Varun Gupta V/s Emaar MGF Land Ltd.,** the authority has comprehensively dealt with this issue and has held that the unit handover letter and indemnity cum undertaking executed at the time of taking possession, does not preclude the allottees from exercising their right to claim delay possession charges as per the provisions of the Act.

E.VII Direct the respondents not to charge anything irrelevant which has not been agreed to between the parties.

33. The respondents shall not charge anything from the complainants which is not part of the Agreement executed inter se parties.

E.VIII Penal action be taken against the respondents for violation of various provisions of the Act.

34. The above-mentioned relief sought by the complainants was not pressed by the counsel for the complainants during the pendency of the complaint or during the arguments. The authority is of the view that the complainant's counsel does not intend to pursue the above-mentioned relief sought. Hence, the authority has not raised any findings w.r.t to the above-mentioned relief.

E.IX Direct the respondents to provide the exact lay out plan of said unit

35. As per section 19(1) of Act of 2016, the allottee shall be entitled to obtain information relating to sanctioned plans, layout plans along with specifications approved by the competent authority or any such information provided in this Act or the rules and regulations or any such information relating to the agreement for sale executed between the parties. Further as per section 11(3) of the Act, the respondents-promoter

are also under obligation to provide such details. Therefore, the respondents are directed to provide exact lay out plan of said unit.

F. Directions of the authority

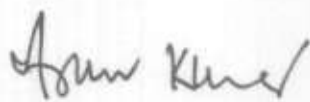
36. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to handover the possession of the allotted unit to the complainants complete in all aspects as per specifications of buyer's agreement within one month from date of this order after payment of outstanding dues, if any, as the completion certificate in respect of the project has already been obtained by it from the competent authority.
- ii. The respondent 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 with 3 months from the date of this order failing which the complainants may approach the adjudicating officer for execution of order.
- iii. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate @ 11.10% p.a. for every month of delay from the due date of possession i.e., 31.01.2020 till date of completion certificate plus 2 months i.e., 11.03.2021 as per sections 18(1) and 19(10) of the Act read with rule 15 of the rules. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per rule 16(2)

of the rules. The due date of possession and the date of entitlement of delay possession charges are detailed in table given in para 28 of this order.

- iv. The rate of interest chargeable from the allottee by the promoter, in case of default in making payment of instalments 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
 - v. The respondents are directed to provide exact lay out plan of said unit as per section 11(3) of the Act.
 - vi. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and the provisions of Deen Dayal Jan Awas Yojna, 2016.
37. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
38. The complaint and application, if any, stands disposed of.
39. True certified copy of this order shall be placed in the case file of each matter.
40. Files be consigned to registry.

Dated: 09.05.2025


(Arun Kumar)
Chairman
Haryana Real Estate Regulatory
Authority, Gurugram