

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

Complaint no. : 2489 of 2023
Date of filing : 13.06.2023
Date of decision : 08.07.2025

Ajay Malik & Kiran Bala Malik
R/o: 7062, ATS Triumph, Sector 104,
Gurugram, Haryana-122001

Complainants**Versus**

M/s Anand Divine Promoters Pvt. Ltd.
Registered Address: 711/92 Deepali Nehru
Place, New Delhi

Respondent**CORAM:**

Shri Arun Kumar
Shri Ashok Sangwan

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

Sh. Garvit Gupta (Advocate)
Sh. Vinayak Gupta (Advocate)

**Counsel for Complainants
Counsel for Respondent****ORDER**

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

S.No.	Particulars	Details
1.	Name of the project	Triumph
2.	Project location	Sector 104, Gurugram, Haryana
3.	Project type	Group Housing Colony
4.	DTCP License	63 of 2011 dated 16.07.2011 valid up to 15.07.2019 10 of 2012 dated 03.02.2012 valid up to 02.02.2020
5.	Date of apartment buyer agreement with original allottees	19.05.2014 (As per page no. 19 of the complaint)
6.	Old unit no.	1152, 15 th floor, tower 1 admeasuring 2290 sq. ft. [pg. 21 of complaint]
7.	Settlement agreement with original allottees for shifting the said unit to new unit	11.09.2019 [pg. 43 of complaint]
8.	Date of apartment buyer agreement with original allottees for new unit	08.01.2020 [pg. 48 of complaint]
9.	New Unit no.	6202 on 20 th floor, Tower- 6 (As per page no. 69 of the complaint)
10.	Unit area admeasuring	3150 sq. ft (As per page no. 69 of the complaint)
11.	Endorsement in favour of complainant	14.07.2022 [pg. 49 of complaint]
12.	Possession clause	18 <i>Barring unforeseen circumstances and Force Majure events as stipulated hereunder, the possession of the said Apartment is proposed to be, offered by the Company to the Allottee on or before 30 April 2020, plus 3 months of grace period from the date of this agreement, subject always to timely payment of all charges including the Basic Sale Price, Stamp Duty, Registration fees and other charges as stipulated herein or as</i>

		<i>may be demanded by the Company from time to time in this regard.</i>
13.	Due date of possession	30.07.2020 <i>(Grace period of 3 months is allowed)</i>
14.	Total sale consideration	Rs.2,00,00,000/- (As per page no. 70 of the complaint)
15.	Amount paid by the complainant	Rs.2,15,00,000/- (As per page 73 of complaint)
16.	Occupation certificate	29.05.2019 (As per DTCP website)
17.	Offer of possession	Not Offered
18.	Possession letter	14.04.2025

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- a. That the respondent offered for sale units in a Group Housing Complex known as 'ATS Triumph' which claimed to comprise of multi-storied apartments, residential units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector 104, Gurugram, Haryana. It was claimed that the project would be spread across approx. 14.093 acres and would consist of several world class facilities.
- b. That the original allottees i.e., Rajesh Kumar Bhatia and Pamila Bhatia received a marketing call from the office of Respondent in the month of March, 2014 for booking in the said residential project of the respondent. The complainants before the endorsement had also been attracted towards the aforesaid project on account of publicity given by the respondent through various means like various brochures, posters, advertisements etc. The respondent has been making and painting a very rosy picture of the project and made several representations with respect to the innumerable world class facilities to be provided by the respondent in their project to its prospective customers and made the same

representations to the complainants as well. The marketing staff of the respondent also assured timely delivery of the unit.

- c. That accordingly, a copy of the Apartment Buyer's Agreement was sent to the original allottees. Although the respondent had categorically assured the original allottees that the terms of the Agreement would be balanced, the Agreement which was shared was a wholly one-sided document containing totally unilateral, arbitrary, one-sided, and legally untenable terms favouring the respondent and was totally against the interest of the purchaser, including the complainants herein.
- d. That since a huge amount towards the total sale consideration was already given, the lopsided and one-sided terms of the Apartment Buyer's Agreement had to be signed. Hence the Apartment Buyer Agreement dated 19.05.2014 was executed for Unit no. 1152, 15th Floor, Tower no.1 in ATS Triumph. That even as per the terms of the said Apartment Buyer's Agreement dated 19.05.2014, there was a considerable delay on the part of the respondent in handing over of the possession and when the original allottees confronted the same with the representatives of the respondent, they offered the original allottees with a new unit and requested it to execute a Settlement Agreement for a new unit. It was also stated that the format of the said Settlement Agreement cannot be changed but it was assured that the delay interest that has been accrued on account of fault of the respondent would eventually be adjusted at the time of offer of possession.
- e. That accordingly, a Settlement Agreement was executed between the original allottees and the Complainants on 11.09.2019 wherein it was agreed that a new unit bearing no. 6202 admeasuring 3150 sq. ft. in ATS Triumph would be handed over to the original allottees. Subsequently, a

Buyer's Agreement dated 08.01.2020 was also executed between the complainants and the respondent. It is pertinent to mention herein and as stated in the Buyer's Agreement dated 08.01.2020 that the entire sale consideration of the unit has been paid by and that there was no due amount payable towards the total sale consideration of the unit.

- f. That thereafter original allottee no.2 Pamila Bhatia, after the death of original allottee no.1 Rajesh Kumar Bhatia, and after becoming the sole allottee of the unit in the records of the respondent company, approached the complainants for purchase of the unit in question and accordingly an Agreement to Sell was executed between the complainants and Pamila Bhatia on 30.05.2022. The said document along with other relevant papers were submitted by the complainants to the respondent for shifting of the allotment of the unit in question in the name of the complainants. In pursuance of the documents submitted by the complainants, the respondent vide its letter dated 14.07.2022 shifted the allotment of the unit in question in the name of the complainants and all the documents including but not limited to the Agreement and the documents including the Agreement were endorsed in favour of the complainants. Thus, the complainants stepped into the shoes of the original allottee with respect to the unit in question.
- g. That it is pertinent to mention here that despite having made the Apartment Buyer Agreement dated 08.01.2020 containing terms very much favourable as per the wishes of the respondent, still the respondent miserably failed to abide by its obligations thereunder. The respondent failed to perform the most fundamental obligation of the agreement which was to handover the possession of the flat within the promised time frame, which in the present case was delayed for an extremely long

period of time. The failure of the respondent and the fraud played by it is writ large.

- h. That as per Clause 18 of the Agreement, the possession of the unit was to be handed over by the respondent on or before 30.04.2020 along with a grace period of 3 months for applying and obtaining the Occupation Certificate. Thus, as per the terms and conditions of the Apartment Buyer's Agreement, the due date to handover the possession of the allotted unit was 30.07.2020.
- i. That since the time period to handover the possession stated by Respondent in the Apartment Buyer's Agreement had lapsed, the complainants requested Respondent telephonically, and by visiting the office of Respondent to update them about the date of handing over of the possession. The representatives of Respondent assured the complainants that the possession of the unit would be handed over to them very shortly as the construction was almost over. The complainants realized that Respondent has continuously been misleading the allottees by giving incorrect information and timelines within which it was to hand over the possession of the unit to the complainants. Respondent had represented and warranted at the time of endorsement that it would deliver the dream home of the complainants and their family to them in a timely manner. However, the failure of Respondent resulted in serious consequences being borne by the complainants.
- j. That it is evident that till date the respondent has failed to handover the possession to the complainants. The complainants had even sent an email dated 10.05.2023 to the respondent requesting it to handover the possession and also intimating that all the promises made by the respondent have turned out to false. It was also stated by the



complainants that on account of delay in handing over of the possession, the complainants have been constrained to live on a rented unit in the same property. It is astonishing that despite claiming to have the Occupation Certificate for the project in question, the respondent has failed to handover the possession to the complainants for the last three years. The non-completion and not handing over of the unit is not attributable to any circumstance except the deliberate lethargy, negligence and unfair trade practices adopted by Respondent.

- k. That as per Clause 19 of the Agreement, it was agreed that if the respondent would fail to deliver the possession to the complainants within the stipulated time period, then the complainants would be entitled to compensation at the rate of 10% per annum.
- l. That it is pertinent to mention herein that Hon'ble NCDRC's in its decision dated 26.11.2019 in Rajnish Bhardwaj vs. M/s CHD Developers Ltd. observed that that it is irrespective of the status of the allottee whether it is original or subsequent, an amount has been paid towards the consideration for a unit and the endorsement by the developer on the transfer documents clearly implies his acceptance of the complainant as an allottee.
- m. That it is noteworthy to mention herein that the project in question has not been registered with this Hon'ble Authority by the respondent. This Hon'ble Authority in the said decision titled Varun Gupta vs Emaar MGF Land Limited observed that in a case wherein the subsequent allottee has stepped in the shoes of the original allottee after coming into force of the Act and before the registration of the project, then the allottees would be entitled to delayed possession charges from the date of handing over of the possession as per the Builder Buyer's Agreement.

- n. That the respondent has deliberately, mischievously, dishonestly and with malafide motives cheated and defrauded the complainants. The high headedness of Respondent is an illustration of how Respondent conducts its business which is only to maximise the profits with no concern to the buyers. The complainants have been requesting the respondent to provide actual delayed penalty amount along with compensation and refund the illegal charges but Respondent has been dilly-dallying the matter. The complainants have been running from pillar to post and have been mentally and financially harassed by the conduct of the respondent.
- o. That the cause of action for the present complaint is recurring one on account of the failure of Respondent to perform its obligations within the agreed time frame. The cause of action again arose when the respondent failed to give delayed possession charges and possession and finally about a week ago when the respondent refused to compensate the complainants with the delayed possession interest and handover the possession to the complainants. The complainants reserve their right to approach the appropriate Forum to seek compensation.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s).
 - a. Interest for every month of delay at prescribed rate of interest as per RERA Act, 2016 and Haryana RERA Rules, 2017 from 30.04.2020 till actual handing of the possession.
 - b. To direct respondent to handover a habitable possession of the unit to the complainants.
 - c. To direct the respondent to execute conveyance deed within 3 months from the date of actual handing over of the possession.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds.
- a. That original allottees i.e. Rajesh Kumar Bhatia & Pamila Bhatia, after checking the veracity of the project namely, 'ATS Triumph', Sector 104, Gurugram had applied for allotment of a residential unit and agreed to be bound by the terms and conditions of the documents executed by the parties to the complaint. It is submitted that based on the application of the complainant, Unit No. 1152, 15th Floor, Tower No. 1 admeasuring 2290 Sq. Ft. was allotted to the complainant by the respondent. It is pertinent to mention herein that the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the "Act") was not in force when the Agreement was entered into between the complainant and the respondent. The provisions of the Real Estate (Regulation and Development) Act, 2016 thus cannot be enforced retrospectively.
 - b. That Apartment Buyer Agreement was executed between the parties on 19.05.2014 according to which, the complainant was supposed to pay total amount of Rs. 2,00,65,000/-. That it was agreed that as per Clause 4 of the Buyer's Agreement, the consideration of Rs. 2,00,65,000/- was exclusive of other costs, charges including but not limited to EDC/IDC Charges, Maintenance Deposit, Power Back up, Electricity Meter Charges, stamp duty and registration charges, service tax, proportionate taxes and proportionate charges for provision of any other items/facilities. As per Clause 12 of the Buyer's Agreement, timely payment by the complainant of the Basic Sale price and other charges as stipulated in the Payment plan

was to be the essence of the agreement. It is submitted that Clause 18 of the Buyer's Agreement clearly states that "Barring unforeseen circumstances and Force majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be offered by the Company to the Allottee on or before 30 September 2018, from the date of this agreement (hereinafter referred to as 'Stipulated Date'), subject always to timely payment of all amounts including the Basic Sale Price, Stamp Duty, Registration Fees and Other Charges as stipulated herein or as may be demanded by the Company from time to time in this regard."

- c. That thereafter, Settlement Agreement was executed between the parties on 11.09.2019 according to which the original allottees preferred to buy bigger unit/flat and thus Unit No. 6202 admeasuring 3150 Sq. Ft. was allotted to original allottees. According to Clause 8 of Settlement Agreement dated 11.09.2019, all the terms and conditions of initially executed Apartment Buyer Agreement dated 19.05.2014 were superseded/substituted by Settlement Agreement dated 11.09.2019.
- d. That accordingly, new Apartment Buyer Agreement dated 08.01.2020 was executed between the original allottees i.e. Rajesh Kumar Bhatia & Pamila Bhatia and answering respondent. According to Clause 18 of the new Apartment Buyer Agreement, the deemed date of possession was 20.04.2020. It is submitted that Clause 18 of the Buyer's Agreement clearly states that "Barring unforeseen circumstances and Force majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be offered by the Company to the Allottee on or before 30-Apr-2020, plus three months of grace period, subject always to timely payment of all charges including the Basic Sale Price* Stamp Duty,



Registration Fees and Other Charges as stipulated herein or as may be demanded by the Company from time to time in this regard.

- e. That thereafter vide Agreement to Sell dated 30.05.2022 (Annexure C-4), the original allottees sold the allotted unit i.e. Unit No. 6202 admeasuring 3150 Sq. Ft. to the complainants, who have preferred the instant complaint only with an intent to take undue and illegal benefit of delayed possession and harass the answering respondent by praying for Refund and interest on one side and alternatively praying for physical possession of the unit in question along with interest in delayed possession. That the possession of the unit was subject to the occurrence of the force majeure events.
- f. The respondent had awarded the construction of the project to one of the leading construction companies of India. The said contractor/ company could not implement the entire project for approx. 7-8 months w.e.f from 9-10 November 2016 the day when the Central Government issued notification with regard to demonetization. During this period, the contractor could not make payment to the labour in cash and as majority of casual labour force engaged in construction activities in India do not have bank accounts and are paid in cash on a daily basis. During Demonetization the cash withdrawal limit for companies was capped at Rs. 24,000 per week initially whereas cash payments to labour on a site of the magnitude of the project in question are Rs. 3-4 lakhs per day and the work at site got almost halted for 7-8 months as bulk of the labour being unpaid went to their hometowns, which resulted into shortage of labour.
- g. In last four successive years i.e. 2015-2016-2017-2018, Hon'ble National Green Tribunal has been passing orders to protect the environment of the

country and especially the NCR region. The Hon'ble NGT had passed orders governing the entry and exit of vehicles in NCR region. Also the Hon'ble NGT has passed orders with regard to phasing out the 10 year old diesel vehicles from NCR. The pollution levels of NCR region have been quite high for couple of years at the time of change in weather in November every year. The Contractor of Respondent could not undertake construction for 3-4 months in compliance of the orders of Hon'ble National Green Tribunal. Due to following, there was a delay of 3-4 months as labour went back to their hometowns, which resulted in shortage of labour in April -May 2015, November- December 2016 and November- December 2017. The district administration issued the requisite directions in this regard.

- h. Several other allottees were in default of the agreed payment plan, and the payment of construction linked instalments was delayed or not made resulting in badly impacting and delaying the implementation of the entire project. Due to heavy rainfall in Gurugram in the year 2016 and unfavorable weather conditions, all the construction activities were badly affected as the whole town was waterlogged and gridlocked as a result of which the implementation of the project in question was delayed for many weeks. Even various institutions were ordered to be shut down/closed for many days during that year due to adverse/severe weather conditions.
- i. That the respondent after completing the construction of the unit in question, applied for the grant of the Occupation Certificate on 03.10.2016 and the same was granted by the concerned authorities on 28.05.2019. The respondent offered the possession of the unit to the complainant immediately vide letter dated 07.06.2019.

- j. That complainant was intimated to pay the outstanding amount as per agreed terms and conditions as specified in Clause 12 of Builder Buyer Agreement dated 02.01.2020, on the failure of which the delay penalty amount would accrue. Various communications were sent to the complainant by the respondent company asking him for clearing the outstanding amount and taking the possession of the unit. The complainant has not been coming forward to take the possession of the unit after remitting the due amount. The complainant is bound to take the physical possession of the unit after making payment towards the due amount along with interest and holding charges.
- k. That it is submitted that the complainant was intimated to pay the outstanding amount as per agreed terms and conditions as specified in Clause 12 of Builder Buyer Agreement dated 08.01.2020, on the failure of which the delay penalty amount would accrue. Various communications were sent to the complainant by the respondent company asking him for clearing the outstanding amount and taking the possession of the unit. The complainant has not been coming forward to take the possession of the unit after remitting the due amount. The complainant is bound to take the physical possession of the unit after making payment towards the due amount along with interest and holding charges.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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

E. I Territorial jurisdiction

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

10. Section 11(4) (a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

Section 34-Functions of the Authority:

34(f) 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.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Interest for every month of delay at prescribed rate of interest as per RERA Act, 2016 and Haryana RERA Rules, 2017 from 30.04.2020 till actual handing of the possession.

F.II. To direct respondent to handover a habitable possession of the unit to the complainants.

12. The complainant intends to continue with the project and are seeking delay possession charges interest on the amount paid. 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:

*"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. -
in accordance with the terms of the agreement for sale or,
as the case may be, duly completed by the date specified therein; or
due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,
he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:
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)

13. Clause 18 of the BBA provides for handing over of possession and is reproduced below:

*"Barring unforeseen circumstances and Force Majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be, **offered by the Company to the Allottee on or before 30 April 2020, plus 3 months of grace period from the date of this agreement**, subject always to timely payment of all charges including the Basic Sale Price, Stamp Duty, Registration fees and other charges as stipulated herein or as may be demanded by the Company from time to time in this regard"*

14. **Due date of possession and admissibility of grace period:** As per clause 18 of the BBA, the possession of the allotted unit was supposed to be handed over before 30.04.2020. A grace period of 3 months is allowed being unqualified. Accordingly, the due date of possession comes out to be 30.07.2020. The occupation certificate for the project has been obtained from the competent authority on 29.05.2019.
15. **Payment of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the 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]
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.
16. 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.
17. 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., 08.07.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

18. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

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;"

19. 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 them in case of delayed possession charges.
20. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 18 of the buyer's agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 30.07.2020.
21. The complainant has sought relief of possession, and the respondent has not offered the possession of the subject unit subsequent to the receipt of the occupation certificate from the competent authority on 29.05.2019. In hearing dated 15.04.2025 the respondent submitted the possession letter dated 14.04.2025.



22. The Authority further holds that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the BBA. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the due date of possession i.e., 30.07.2020 till actual handing over of possession i.e., 14.04.2025 at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

F.III. To direct the respondent to execute conveyance deed within 3 months from the date of actual handing over of the possession.


24. 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 favor of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. In view of the above, the respondent is directed to execute conveyance deed in favor of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of this order.

G. Directions of the authority

25. 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):
- a. The respondent is directed to pay interest for every month of delay from due date of possession i.e., 30.07.2020 till actual handing over of

possession, at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

- b. The respondent is further directed to execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016, further within three months from the date of this order on payment of stamp duty and registration charges as applicable.
 - c. The respondents are directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.
 - d. The respondent shall not charge anything which is not the part of BBA.
26. Complaint stands disposed of.
27. File be consigned to registry.



(Ashok Sangwan)
Member



(Arun Kumar)
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.07.2025