

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

**Complaint no. : 4257 of 2024**  
**Order pronounced on : 11.07.2025**

1. Navneet Goyal  
2. Teena Goyal  
R/o: C3-204, Mapsko Casabella, Sector 82

**Complainants****Versus**

M/s Citra Properties Limited  
**Regd. office:** 202, 2<sup>nd</sup> floor, A-18, Rama House, Cannaught  
Place, New Delhi-110001

**Respondent**

**CORAM:**  
Shri Arun Kumar

**Chairman**

**APPEARANCE:**  
Shri Pankaj Kumar Yadav (Advocate)  
Shri Pulkit Thareja (Advocate)

**Complainants  
Respondent****ORDER**

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

**A. Unit and Project-related details:**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	Indiabulls One 09, Sector-109, Gurugram
2.	Nature of the project	Commercial complex
3.	Project area	5.9 acres
4.	DTCP license no.	43 of 2012 dated 05.05.2012 valid upto 04.05.2023
5.	RERA Registered/not registered	298 of 2017 dated 13.10.2017 valid upto 31.05.2026
6.	Apartment no.	43, Ground floor
7.	Unit area admeasuring	1200 sq. ft..
8.	Date of allotment letter	15.03.2016 (page 18 of complaint)
9.	Date of BBA b/w original allottee and the respondent	06.05.2016 [page 21 of the complaint]
10.	Possession clause	23. <i>The Developer shall endeavor to complete the construction of the unit within a period of 48 months within a six months grace period thereon, from the date of execution of builder buyers' agreement.....</i>
11.	Transfer to the subsequent allottee on	24.06.2019 (page 39 of reply)
12.	Due date of possession	06.11.2020

		[calculated from the date of BBA plus 6 months grace period]
13.	Total Sale consideration	Rs. 1,51,93,252/- [page 22 of the reply]
14.	Amount paid by the complainant	Rs. 1,52,75,801/- [as per payment receipts]
15.	Occupation certificate	19.07.2024 [page 26 of the reply]
16.	Offer of possession	20.08.2024 (page 22 of reply)

#### **B. Facts of the complaints:**

- i. That, after going through advertisement published by respondent in the newspapers and referring to the brochure /prospectus provided by respondent, the complainants Mr. Navneet Goyal and Ms. Teena Goyal desired an allotment of a unit/ shop in the project of the respondent floated by the name of unit no. shop 43 in indiabulls one 09 in Sector 109, Gurugram, Haryana, having super area 1200 sq. feet, for total sale consideration of Rs. 1,35,37,200/-.
- ii. That deluded by the representations of the respondent the complainants entered into a builder buyer agreement on 06-05-2016. The complainants thereafter paid a full & final payment of Rs. 1,01,70,299 /- upto 31.07.2018 towards the booking in the project. The respondent there upon issued the allotment letter on 15-03-2016 itself in favour of the complainants for shop no. 43.
- iii. That the respondent represented that it is in right to exclusively develop, construct and build residential building, transfer or alienate the unit's floor space and to carry out sale deed, agreement to sell, conveyance deeds, letters of allotments etc. in respect to the project.

- iv. That as per clause-23 of the builder buyer's agreement, the respondent was under legal obligation to handover the possession of the above said flat within 48 months from the date of execution of the builder buyer agreement.
- v. That the complainants visited the site during the course of construction and noticed and found that the construction work was delayed beyond the possession date and since then they have been trying to communicate to the respondent by visiting their offices and through various modes including but not limited to telephonic conversations and personal approach etc.
- vi. That the complainants have made and satisfied all the payments against the demands raised by the respondent and as on the date of filing of the present complaint, the complainants have abided by all the payments plan of the builder buyer's agreement without any delay and default. The complainant has also paid for the development charges of the project.
- vii. That, till today the complainant had not received any satisfactory reply from the respondent regarding completion of the project. The complainants have been suffering a lot of mental, physical and financial agony and harassment.
- viii. That the respondent has not completed the construction of the said real estate project till now and the complainants has not been provided with the possession of the said shop despite several and repeated promises and representation made by respondent. By committing delay in delivering the possession of the aforesaid shop, the respondent has violated the terms and conditions of the builder buyer's agreement and promises made at the time of booking of said shop.
- ix. The cause of action accrued in favour of the complainants and against the respondent, when complainants had booked the said shop and it further arose when respondent failed/ neglected to deliver the said shop within stipulated time period. The cause of action is continuing and is still subsisting on day-to-day basis.

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

3. The complainants have sought the following relief(s):
  - i. Direct the respondent to pay delayed possession charges till the offer of possession
  - ii. Direct the respondent to provide habitable possession of the said shop/unit.
  - iii. Direct the respondent to complete the development work of the project.
  - iv. Direct the respondent for registration of the said shop/ unit.
  - v. Direct the respondent to pay Rs. 50,000/- as litigation expenses.
4. 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) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

- i. The complainants have filed the present complaint alleging that possession of the unit in question is not offered to them. The possession of the unit already stands offered to the complainants on 20.08.2024 which is also evident from the fact that the complainants have themselves placed on record the possession letter in their complaint filed on 26.08.2024. As such on the date of filing of the present complaint the possession of the subject unit was already offered.
- ii. That the respondent after completing the construction of the alleged tower wherein the subject unit is located applied for a grant of occupational certificate before the Director, Town and Planning Department, Chandigarh (Haryana) on 25.09.2023, and the same was granted on 19.07.2024 by the Director, Town and Planning Department, Chandigarh (Haryana). As such the construction of the tower wherein the unit of the complainants is located was completed on 25.09.2023 i.e. the date of submission of the application for grant of occupational certificate.



- iii. That the present complaint is otherwise also not maintainable, either in law or facts. It is hereby submitted that the complainants in the present complaint are not the original allottee of the unit under question. That the complainants looking into the financial viability of the project and its future monetary benefits willingly purchased the subject unit in question from its original allottee i.e. Mr. Avin Mittal and subsequent to receiving the transfer request the subject unit was transferred in the name of the complainants with effect from 24.06.2019.
- iv. That it is an admitted fact that prior to the transfer of the subject unit in the name of the complainants an amount of Rs.1,01,79,259/- was paid by the original allottee and nothing against the sale consideration is paid by the complainants to the respondent till date. As such the complainants cannot claim delay interest on the amount which they have never paid to the respondent and was actually paid to the original allottee from whom the complainants purchased the unit basis of their own terms and arrangements to which the respondent is not a party.
- v. It is clarified that the payments made by the respondent-allottee after the date i.e. 22.08.2012, he stepped into the shoes of the original allottees shall be from the date the respective payments have been made by the respondent allottee to the appellant-promoter.
- vi. That in view of the above, the entitlement of the complainants for delay penalty if any, shall only be on the amount payable by the complainants and not on the entire amount, and in the present case no payment is made by the complaints against the unit to the respondent as such they are not entitled for interest on the amount they have not paid.
- vii. That the complainants are willful defaulters who have failed to clarify the possession dues for the unit despite possession being offered. As of the date of possession being offered, there was an outstanding of INR 50,22,953/- payable

by the complainant's interest on which continues till date, as such the complainants be directed to make clear all the pending dues with interest computed from the due date of payment till realization.

- viii. The complainants are in violation of clause 23 of the builder buyer's agreement, wherein within 15 days from the date of offer they were to remit all the outstanding dues pending for the unit and take the physical possession of their unit. Further, as per the said clause, upon failure on the part of the complainants to clear the possession dues and take physical possession, they shall be liable to pay taxes, outflows, maintenance charges, interest and penalty on delayed payment. Also, the complainants are to pay holding charges @Rs. 7/- per. sq. ft. per month to the respondent.
- ix. That against the application submitted by the respondent for grant of the occupational certificate, the same was received by the respondent on 19.07.2024 i.e. after 10 months from the date of filing of the application. As such the delay of 10 months done by DTPC, Haryana in granting the OC cannot be attributed to the respondent and no delay can be held upon the respondent post 25.09.2023 i.e. the date when the application for grant of OC was submitted by the respondent before DTCP, Haryana.
- x. It is submitted that as per the builder buyer's agreement, any dispute with respect to the provisional unit purchased by the complainants, the same shall be adjudicated through the arbitration mechanism as detailed in the agreement.
- xi. The respondent was faced with certain force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the

environmental conditions, restrictions on usage of water, etc. These orders inter-alia continued till the year 2018.

- xii. That additionally, even before normalcy could resume, the world was hit by the Covid-19 pandemic. That the COVID-19 pandemic resulted in serious challenges to the Project with no available laborers, contractors, etc. for the construction of the project. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020, bearing no. 40-3/2020-DM-I (A) recognized that India was threatened by the spread of the COVID-19 pandemic and ordered a complete lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. By various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time.
- xiii. Further, the Haryana Real Estate Regulatory Authority Gurugram also vide its circular /notification bearing no. No.9/3-2020 HARERA/GGM (Admn.), dated 26.05.2020 extended the completion date/revised completion date or extended the completion date automatically by 6 months, due to the outbreak of COVID-19.
- xiv. It is a respectful submission of the respondent that a bare perusal of the complaint will sufficiently elucidate that the complainant has miserably failed to make a case against the respondent.

#### **E. Jurisdiction of the Authority:**

5. 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**

6. 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 the entire Gurugram District for all purposes 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**

7. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per the 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) of the Act provides to ensure compliance with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.*

8. Hence, given 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 complainant at a later stage.

### **F. Findings on relief sought by the complainants:**

**F.I Direct the respondent to pay delayed possession charges till the offer of possession.**

**F.II Direct the respondent to provide habitable possession of the said shop/unit.**

**F.III Direct the respondent to complete the development work of the project.**

**F.IV Direct the respondent for registration of the said shop/ unit.**

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

10. The complainants applied for the allotment in the commercial project i.e., "Indiabulls One 09" located in sector-109, Gurugram being developed by the respondent i.e., Citra Properties Limited. The respondent issued an allotment



letter dated 15.03.2016 in favour of the erstwhile allottee i.e. Avin Mittal and thereby intimated about the allotment of shop no. 43, ground floor, in the project of the respondent. Thereafter, on 06.05.2016 the buyer's agreement was executed between the erstwhile allottee and the respondent. On 24.06.2019 the erstwhile allottee transfers the said unit to the complainants i.e. subsequent allottees at the sale consideration of Rs.1,51,93,252/-. The complainants have paid a sum of Rs. 1,52,75,801/- towards the subject unit.

11. As per documents available on record, the respondent has offered the possession of the allotted unit on 20.08.2024 after obtaining of occupation certificate from competent authority on 19.07.2024. The complainants took a plea that offer of possession was to be made in made in 2020, but the respondent has failed to handover the physical possession of the allotted unit within stipulated period of time.
12. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

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

*"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."*

13. Clause 23 of the builder buyer's agreement provides for time period for handing over of possession and is reproduced below:

**"23**

***The developer shall endeavour to complete the construction of the unit within a period of forty-eight months with a six months grace period thereon, from the date of execution of buyer's agreement subject to timely payment by the buyer(s) of the sale consideration payable according to the payment plan applicable to him/her/them or as demanded by the developer.***

(Emphasis Supplied)

**14. Due date of handing over possession:** The promoter has proposed to handover the possession of the said unit within 48 months with a six months grace period from the date of execution of the buyer's agreement. In the present complaint, the buyer agreement was executed on 06.05.2016. Therefore, the due date of handing over possession as per the buyer's agreement comes out to be 06.11.2020.

**15. Admissibility of delay possession charges at prescribed rate of interest:** The complainants is continuing with the project and seeking delay possession charges. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. 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., 11.07.2025 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—*

- (i) 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;*
- (ii) 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 the same as is being granted her 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 23 of the buyer's agreement dated 06.05.2016, and the due date comes out as 06.11.2020. Occupation certificate was granted by the concerned authority on 19.07.2024. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 06.05.2016 to hand over the physical possession within the stipulated period.

21. 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 occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 19.07.2024. The respondent offered the possession of the unit in question to the complainants only on 20.08.2024, so it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically she has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

22. In view of the above, the complainants are entitled for delayed possession at the prescribed rate of interest @11.10% per annum from the due date of possession till valid offer of possession after obtaining occupation certificate.

**F.V Direct the respondent to pay Rs. 50,000/- as litigation expenses.**

23. The complainants are seeking the above-mentioned relief with respect to compensation. The Hon'ble Supreme Court of India in **Civil Appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Ltd. V/s State of UP & Ors.** has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the adjudicating officer having due regards to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

**G. Directions issued by the Authority:**

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

- I. The respondent is directed to pay delay possession charges at the prescribed rate of interest @ 11.10% per annum from the due date of possession i.e., 06.11.2020 till valid offer of possession (after obtaining occupation certificate) made on 20.08.2024 plus two months, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
  - II. The respondent is directed to handover the possession of the allotted unit and execute the conveyance deed thereafter.
  - III. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
25. Complaint stands disposed of.
26. File be consigned to the Registry.

**Dated: 11.07.2025**

**HARERA**  
GURUGRAM



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