

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**Date of decision: **29.07.2025**

NAME OF THE BUILDER		SUNRAYS HEIGHTS PRIVATE LIMITED	
PROJECT NAME		"63 Golf Drive" at Sector 63A, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/6069/2024	Priyanka Vs. Sunrays Heights Pvt. Ltd.	Ms. Ada Khursheed proxy counsel, Shri, Tushar Behmani Advocate
2.	CR/6075/2024	Vivek Kumar Vs. Sunrays Heights Pvt. Ltd.	Shri Vijay Pratap Singh, Advocate Shri, Tushar Behmani Advocate

CORAM:Shri Arun Kumar
Shri Ashok Sangwan**Chairman**
Member**ORDER**

1. This order shall dispose of both 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 complainant(s) in the above referred matters are allottees of the project, namely, "Sixty-Three Golf Drive" situated at Sector-63 A, Gurugram being developed by the same respondent/promoter i.e., Sunrays Heights Private Limited. The terms and conditions of the allotment letter, buyer's agreements and the fulcrum of the issue involved in all these cases pertain 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.
3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	"63 Golf Drive" at Sector – 63A, Gurugram, Haryana
Project area	9.7015625 acres
DTCP License No. and validity	82 of 2014 dated 08.08.2014 Valid up to 31.12.2023
RERA Registered or Not Registered	Registered Registration no. 249 of 2017 dated 26.09.2017 valid up to 25.09.2022
Date of approval of building plans	10.03.2015
Date of environment clearance	16.09.2016
Possession clause as per the buyer's agreement	4. Possession "4.1 The developer shall endeavour to handover possession of the said flat within a period of four years i.e., 48 months from the date of commencement of the project, subject to force majeure and timely payment by the allottee towards the sale consideration, in accordance with the terms stipulated in the present agreement."
Possession clause as per Affordable Housing Policy, 2013	As per clause 1(iv) of the Affordable Housing Policy, 2013 "All such projects shall be required to be necessarily completed within 4 years from the

			approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project."		
Due date of possession			16.03.2021 (Calculated from the date of environment clearance being later including grace period of 6 months in lieu of Covid-19)		
Occupation certificate			31.12.2024		
Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession
1.	CR/6069/2024 Priyanka Vs. Sunrays Heights Pvt. Ltd. DOF: 09.12.2023 Reply: Not filed	D-147, Carpet area- 605.10 sq.ft. Balcony area- 94.94 sq. ft. (Page 25 of complaint)	2016 (Specific date not mentioned at page 52 of complaint)	BSP-Rs. 24,68,870/- As per SOA dated 22.06.2020 (Page 29 of complainant) AP-Rs. 19,13,611/- As per SOA dated 22.06.2020 (Page 29 of complainant)	Not Offered Pre-cancellation email: 05.12.2024 (Page 68 of complaint)
2.	CR/6075/2024 Vivek Kumar Vs. Sunrays Heights Pvt. Ltd. DOF: 16.12.2024 Reply: Not filed	C-118 Carpet area- 604.83 sq. ft. Balcony area- 95.10 sq. ft. (Page 19 of complaint)	2016 (Specific date not mentioned at page 22 of complaint)	BSP-Rs. 24,67,870/- (Page 15 of complaint) AP-Rs. 22,45,862/- (Page 15 of complaint)	Not Offered Final Reminder: 12.08.2024 (Page 53 of complaint)
The complainant herein is seeking the following reliefs:					
1. Direct the respondent to pay interest @ 8.65% p.a. at prevailing MCLR plus 2% on paid amount of Rs.22,46,610/- for delay period starting from 15.03.2021 till actual handover of physical possession or offer of possession plus two months after obtaining OC, whichever is earlier and wave of illegal and unreasonable interest etc. raised by respondent.					
2. Direct the respondent to handover actual possession of the booked unit to the complainant.					
3. Direct the respondent to not create any third party interest and maintain the status quo of the said unit as such the respondent is forcefully with all its malafide intentions is making publications in the newspaper of various allottees for cancellation by raising illegitimate demands.					
4. Litigation charges.					
Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:					

Abbreviation	Full form
DOF	Date of filing of complaint
DPC	Delayed possession charges
BSC	Basic sale consideration
AP	Amount paid by the allottee/s
CD	Conveyance deed

4. The facts of all the complaints filed by the complainant- allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/6069/2024 titled as "Priyanka versus Sunrays Heights Pvt. Ltd."** 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

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

"CR/6069/2024 titled as "Priyanka versus Sunrays Heights Pvt. Ltd."

Sr. No.	Particulars	Details
1.	Name of the project	"Sixty-Three Golf Drive", Sector 63A Gurugram
2.	Nature of the project	Affordable Group Housing
3.	RERA registered or not registered	249 of 2017 dated 26.09.2017 valid up to 25.09.2022
4.	DTCP license	82 of 2014 dated 08.08.2014 valid up to 31.12.2023
5.	Unit no.	D-147
6.	Unit admeasuring	605.10 sq.ft. (carpet area) 94.94 sq.ft. (balcony area)
7.	Provision allotment letter	11.01.2016 (page 22-23 of complaint)
8.	Date of execution of Buyers agreement	Undated but signed by both the parties
9.	Possession clause	4.Possession <i>The developer shall endeavour to handover possession of the said flat within a period of four years i.e., 48</i>

		<p>months from the date of commencement of project, subject to force majeure & timely payment by the allottee towards the sale consideration, in accordance with the terms as stipulated in the present agreement.</p> <p>As per affordable housing policy 2013</p> <p>"1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The license shall not be renewed beyond the said 4 years from the date of commencement of project."</p>
10.	Date of building plan	10.03.2015 (taken from another file of the same project)
11.	Date of environment clearance	16.09.2016 (taken from another file of the same project)
12.	Due date of possession	16.03.2021 (16.09.2020 plus six months in lieu of covid-19) (calculated from the date of environment clearance)
13.	Total sale consideration	Rs.24,68,870/- (page 28 of complaint)
14.	Amount paid by the complainant	Rs.19,13,611/- (page 28 of complaint)
15.	Occupation certificate	31.12.2024 (taken from another file of the same project)
16.	Offer of possession	Not offered
17.	Pre-cancellation email sent by the respondent	05.12.2024 (page 68 of complaint)

B. Facts of the complaint

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

- a) That the complainant while searching for a unit was lured by such advertisements and calls from the brokers of the respondents for buying unit in their project. The respondent told the complainant about the moonshine reputation of the company and the representative of the respondent made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the National Capital Region. The respondent handed over one brochure to the complainant which showed the project like heaven and in every possible way tried to hold the complainant and incited the complainant for payments.
- b) That relying on various representations and assurances given by the respondent and on belief of such assurances, complainant booked a unit in the project by paying an booking amount towards the booking of the said unit bearing no. D-147, tower-D, type 2A, in the aforesaid project at Sector 63A, Gurugram having carpet area measuring 603.10 sq. ft and balcony area 94.94 sq. ft. to the respondent dated 20.04.15 and the same was acknowledged by it.
- c) That the respondents confirm the booking of the unit to the complainant vide provisional allotment letter dated 11.01.2016, providing the details of the project, confirming the booking of the unit dated 20.04.2015, allotting a unit no. D-147, Tower-D, measuring carpet area measuring 605.10 sq. ft and balcony area 94.94 sq. ft. in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs.24,67,870/- which includes basic price, car parking charges, and development charges, PLC, IFMS, IBRF, club membership charges and other

specifications of the allotted unit and providing the time frame within which the next instalments was to be paid.

- d) That the allotment of the unit and agreement has been executed after coming into force of the Act, 2016 but respondent failed to fulfil and abide by the provisions of the Act, 2016, as the buyer agreement executed has been registered and even it is not as per standard format provided under the Act. Hence, penal action to be initiated against the respondent builder.
- e) That as per clause 4 of the buyer's agreement the developer shall endeavour to handover possession of the sold flat within of period of 4 years i.e., 48 months from the date of commencement of project, subject to force majeure & timely payment by the allottee, towards the sale consideration, in accordance with the terms as stipulated in the present agreement. Therefore, due date of possession comes out to be 25.09.2021. It is most respectfully submitted that the due date is calculated from date of start of construction, i.e., 26.09.2017.
- f) That as per the demands raised by the respondents, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs.22,45,777/- towards the said unit against total sale consideration of Rs.24,68,870/-.
- g) That the respondent was liable to handover the possession of the complainant's unit by 25.09.2021, 48 months from the date of start of construction, however, the respondent failed to do so.
- h) That during the period the complainant went to the office of respondent several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainant visited the site but was not

allowed to enter the site. The complainant even after paying amounts still received nothing in return but only loss of the time and money invested by them.

- i) That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainant regarding the status of the construction and were never definite about the delivery of the possession.
- j) That the complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc.
- k) That the respondent not only failed to adhere to the terms and conditions of booking but also illegally extracted money from the complainant by making false promises and statements at the time of booking. The respondent is unable to handover a possession even after a delay of many years.
- l) That by falsely ensuring wrong delivery lines and falsely assuring the timely delivery of possession, the complainant has been subjected to unethical/unfair trade practice as well as subjected to harassment in the guise of a biased BA. The above said acts of the opposite parties clearly reveal that the respondent with prejudice has been indulging in unfair trade practices and has also been providing gross deficient services and thereby causing deficiency in services. All such act and omissions on the part of the respondent has caused an immeasurable mental stress and

agony to the complainant. By having intentionally and knowingly induced and having falsely mis-represented to the complainant and thereby making them to act in accordance to its misrepresentations, and owing to all the deliberate lapses/delays on the part of the "opposite party", the opposite party is liable to make as being requisitioned/claimed by the complainant.

- m) That the respondent has sent an email dated 05.12.2024 to the complainant threatening to cancel her allotment if the illegal demands of the respondent are not fulfilled.
- n) That the complainant has already paid a substantial amount of Rs.22,45,777/- against the total sale consideration of Rs. 24,68,870/- which is more than 90% of the total sale consideration.
- o) That the respondents despite having made multiple tall representations to the complainant, the respondent has chosen deliberately and contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated allottees.
- p) That the respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, BA and the different advertisements released from time to time. Further, such acts of the respondent is also illegal and against the spirit of Act, 2016 and Rules, 2017.
- q) That the respondent has played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondent had further malafidely failed to implement the BBA executed with the complainant. Hence, the complainant being aggrieved

by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.

- r) That the complainant has suffered a loss and damage in as much as they had deposited the money in the hope of getting the said unit. They have not only been deprived of the timely possession of the said unit but the prospective return they could have got if they had invested in fixed deposit in bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the BA.
- s) That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the respondent, from the respondent point of view may be unique and innovative but from the allottee point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.
- t) That the complainant is the one who has invested their earning in the said project and are dreaming of a unit and the respondent has not only cheated and betrayed them but also used their hard earned money for their enjoyment.

C. Relief sought by the complainant

7. The complainant has sought the following relief(s):

- 1. Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without

any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.

- II. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent in spite of the fact that the complainant desires to take the possession.
 - III. Direct the respondent to get the conveyance deed executed.
 - IV. Direct the respondent not to cancel the allotment of the complainant as the complainant has already paid a substantial amount.
 - V. Direct the respondent not to create any third party rights on the complainant's unit till the final disposal of the present case as the respondent is threatening the complainant with illegal termination.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the authority

9. 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

10. 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 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 a complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

11. 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.

12. 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 complainant at a later stage.

E. Findings on the relief sought by the complainant

G.1 Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent in spite of the fact that the complainant desires to take the possession.

13. The factual matrix of the case reveals that the complainant was allotted unit no. D-147, admeasuring carpet area of 605.10 sq. ft. and a balcony area of 94.94 sq. ft., in the respondent's project at sale price of 24,68,870/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties in 2016. The complainant paid a sum of 19,13,611/- towards the subject unit. A pre-cancellation email sent by the respondent on

05.12.2024 was being sent to the complainant-allottee to clear the outstanding dues.

14. The Authority notes that the complainant had already paid an amount of Rs. 19,13,611/- (i.e., 77.5%) against the total consideration of Rs. 24,68,870/- to the respondent. The respondent was required to hand over the project by 16.09.2020 under the Affordable Housing Policy, 2013, excluding the COVID-19 grace period. Even with a six-month grace period in lieu of Covid-19 pandemic to 16.03.2021, the respondent failed to complete the project. More than three years later, the project remained incomplete, and the respondent has obtained the occupation certificate from the competent authority on 31.12.2024. The interest accrued during the delay period significantly reduces the amount payable by the complainant. Upon adjustment of this interest, the respondent would, in fact, be liable to pay the complainant.
15. Additionally, as per Clause 9.2 of the Agreement for Sale, annexed as Annexure A to the Rules, 2017, the allottee has the right to stop making further payments if the promoter defaults on its obligations. The relevant portion is reproduced below:

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (ii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or...

(Emphasis Supplied)

16. In the present case, the promoter was obligated to complete the construction within four years from the date of either the environment clearance or the building plan approval, whichever was later, i.e., by 16.09.2020. However,

the promoter failed to complete the project within this timeline. Even after granting a six-month extension due to the Covid-19 pandemic, extending the deadline to 16.03.2021, the promoter did not complete the construction. Thus, in accordance with Clause 9.2, the allottee was fully justified in stopping further payments.

17. Herein, the complainant intends to continue with the project and is seeking delay possession charges at a prescribed rate of interest on the amount already paid by him 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. **Due date of handing over possession:** The project was to be developed under the Affordable Housing Policy, 2013, which clearly mandates that the project must be delivered within 4 years from the date of commencement of project (as per clause 1(iv) of Affordable Housing Policy, 2013, all such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy). However, the respondent has chosen to disregard the policy provision. Clause 1(iv) of the Affordable Housing Policy, 2013 is reproduced as under:

"1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project"

for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project."

19. In the present case, the date of approval of building plans is 10.03.2015, and the date of environment clearance is 16.09.2016. The due date of handing over of possession is reckoned from the date of environment clearance being later. Therefore, the due date of handing over of possession comes out to be 16.09.2020. Further as per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having a completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 16.09.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to the outbreak of Covid-19. As such the due date for handing over of possession comes out to be 16.03.2021.

20. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges till the date of delivery of possession to the complainant. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, *ibid*. Rule 15 has been reproduced as under:

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

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

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

21. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid*, has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.
22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 29.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
23. The definition of term 'interest' as defined under Section 2(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;"***

24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10 % by the respondent which is the same as is being granted to them in case of delayed possession charges.
25. On consideration of the documents available on record and submissions made 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 as per the agreement.
26. It is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. 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 is established. As such the complainant is entitled to delay possession charges at the prescribed rate of interest i.e., @ 11.10% p.a. w.e.f. 16.03.2021 till the offer of possession plus 2 months or actual handing over of possession whichever is earlier as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.II Direct the respondent to handover actual possession of the booked to the complainant.

27. In the present complaint, the grievance of the complainant is that the physical possession has not been handed over by the respondent to the complainants.
28. The Authority observes that the respondent-promoter has obtained occupation certificate of the said project from the competent authority on 31.12.2024. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject unit to the complainant complete in all respect as per specifications mentioned in

BBA and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.

29. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

30. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

G.III Direct the respondent to get the conveyance deed executed.

31. With respect to the conveyance deed, the provision has been made under clause 9 of the buyer's agreement and the same is reproduced for ready reference:.

"9. Execution and registration of conveyance deed and subsequent sale.

The developer, upon completion of construction of the said flat and/or after obtaining Occupation Certificate, shall transfer the said flat by executing and registering a conveyance deed in respect thereof in favour of the allottee, provided that the allottee fulfils the entire obligation as states in this agreement.

32. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

"17. Transfer of title.-

(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.

33. As Occupation Certificate of the unit has not been obtained, accordingly conveyance deed cannot be executed without the unit coming into existence for which conclusive proof of having obtained OC from the competent authority and filing of deed of declaration by the promoter before registering authority.

F. Directions of the authority

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

- I. The respondent is directed to pay interest on the amount paid by the complainant at the prescribed rate of 11.10% p.a. for every month of

delay from the due date of possession i.e., 16.03.2021 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier.

- II. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules, *ibid*.
- III. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- IV. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainants are directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- V. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the occupation certificate in respect of the project has already been obtained by it from the competent authority.
- VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per

norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

VII. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement and the provisions of the Affordable Housing Policy, 2013.

35. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

36. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

37. Files be consigned to the registry.



(Ashok Sangwan)
Member



(Arun Kumar)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.07.2025

HARERA
GURUGRAM