

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

Complaint no.: 861 of 2025
Date of order: 12.09.2025

Pradeep Kumar Rooprai
R/o: J-806, the Roselia, Sector 95-A,
village Wazirpur, Gurugram

Complainant

Versus

Forever Buildtech Private Limited
Corporate Office: 12th floor, Dr. Gopa
Das Bhawan, 28, Barakhamba Road,
New Delhi

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sanjeev Kumar Rooprai
Gunjan Kumar (Advocate)

Complainant
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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details.

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

S. No.	Particulars	Details
1.	Name of the project	"The Roselia-2,"
2.	Project location	Sector 95-A, Gurugram, Haryana
3.	Project type	Affordable Group Housing Colony
4.	DTCP License no. & validity status	13 of 2016 26.09.2016 upto 30.10.2023
5.	HRERA registration	Registered 18 of 2018 12.10.2018 upto 30.10.2021
6.	Unit no.	J-806, 8 th floor (page 19 of complaint)
7.	Unit area admeasuring	514.270 sq. ft. (carpet area) (page 19 of complaint)
8.	Builder-Buyer Agreement	08.11.2019 (page 16 of complaint)
9.	Possession clause	5. Possession 5.1: The developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance whichever is later. (page 55 of complaint)
10.	Date of Building Plan	09.01.2017
11.	Environment clearance	18.05.2017 (as contested by respondent on page 4 of reply)
12.	Due date of possession	18.11.2021 (Calculated from date of Environment clearance being later including grace period of 6 months in lieu of Covid-19)
13.	Total sale consideration	Rs.23,56,104/- (page 189 of reply)
14.	Amount paid by the complainant	Rs.23,56,104/- (page 189 of reply)

15.	Occupation certificate	06.05.2022 (page 57 of complaint)
16.	Offer of possession	01.06.2022 (page 94 of reply)
17.	Possession Certificate	08.09.2022 (page 71 of complaint)
18.	Conveyance Deed	08.09.2022 (page 96 of reply)

B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint: -
- That the complainant Mr. Parveen Kumar Rooprai is respectable and law-abiding citizen residing at Flat No. J-806, The Roselia, Signature Global, Sector 95A, Gurugram, Haryana 122505.
 - That during the last quarter in 2018, the respondent advertised about its new Affordable Group Housing Colony project namely "The Roselia-2" in Sector 95A, Gurugram, Haryana. The respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at providing group housing colony which inter alia comprises of residential floor space, car parking space, recreational facilities, landscaped gardens.
 - That believing the representations of the respondent and on the lookout for an abode for himself and his family, on 27.03.2018 vide application bearing serial no. 60610, the complainant applied through an application for allotment through draw of a residential unit by making a payment of Rs. 1,04,852/- in the said project. However, the respondent at the time of receiving the aforesaid application assured the complainants that allotment of flat would be done in a 'draw of flats' which would be performed in a short period of time. Eventually the draw of flats was held by the respondent on 24.07.2018 whereby the complainants were declared to be successful applicants and complainants were

provisionally allotted a type B apartment bearing no. J-806, situated on 8th Floor in Tower/Block "J" having carpet area of 514.272 sq. ft. & balcony area of 79,923 sq. ft. The total sale consideration for the subject unit was quantified at Rs. 20,97,048/-plus applicable taxes.

- d. That, thereafter the allotment of the unit, on 08.11.2019, the buyer's agreement was executed between the complainant and the respondent of the said unit. It is pertinent to mention here that the complainant had already made a payment amounting to Rs. 17,00,822/- from the date of booking till execution of agreement and later on, the complainant has paid the entire sale consideration as accordance with the demands of the respondent.
- e. That it is pertinent to note that transfer of ownership/possession of the unit in question has been made subject to execution of a supposed maintenance agreement and other documents. However, the supposed documents have not been shown to the complainants till date. The aforesaid condition is blatantly coercive and amounts to unfair trade practice on the part of the respondent.
- f. That thereafter, the complainant raised the objection of force majeure clause has been made applicable only to the respondent and not to the complainants for unintended delays in remittance of the instalments due to reasons beyond the control of complainants. The bias and inequality in the rights and obligations of the parties is manifest from the perusal of the aforesaid clause. Subsequently, the complainants raised objections against the aforesaid clauses incorporated in the buyer's agreement but the respondent did not pay any heed to the legitimate, fair and just demands of the complainants and threatened the complainants with cancellation of the allotment of the said unit if they fail to execute the buyer's agreement. As a result, the complainants had no choice but to go ahead and execute the buyer's agreement on 08.11.2019, containing

biased and prejudicial terms which had been unilaterally incorporated by the respondent.

- g. That as per clause 5.1 of the agreement, the due date of possession comes out to be 18.05.2021. However, the respondent failed in handing over the same. The complainant approached the project location several times during the construction period to see the stage of construction but the project was nowhere near completion. The complainant, subsequently approached the respondent representatives to know about the date of handing over of possession but to the utter shock of the complainant, the respondent refrain from replying to the same.
- h. That though the booking of the said unit was made in 2018 and further the builder buyer agreement was executed in 2018 itself and as per the said builder buyer agreement the unit in question was supposed to be handed over by 18.05.2021, but till the due date of possession the project was nowhere nearing completion. Upon this, the complainant asked the respondent as to the date of handing over, but to no avail as no concrete reply was given by the said respondent. Thereafter, the complainants kept contacting the respondent on several occasions seeking an update on the construction status and if the requisite sanctions and approvals had been obtained, but all in vain.
- i. That after a delay of almost one year and 13 days, on 01.06.2022, the respondent issued the offer of possession letter of Type-B Flat No. J-806, situated on 8th Floor in Tower/Block "J" having carpet area of 514.272 sq. ft. & balcony area of 79.923 sq. ft. in the project "The Roselia-2", Sector 95A, Gurugram along with demand letter of Rs. 91,294/- wherein the respondent has offered to take the possession of the unit upon which the complainant protested to the respondent that they issued the said letter of possession after

1 years and 13 days from the due date without any justified reasons and the delay has caused hardship upon her as the wait of 1 year is not a short period for her and her family.

- j. It is pertinent to note here that the complainant had also requested the respondent to share the copy of occupation certificate as obtained by the complainant from the concerned department but the said request of the complainant remains unheard.
- k. That upon receipt of said notice, the complainants immediately arranged funds and ready to make the remaining payment in order to avoid imposition of any delayed payment charges or holding charges and visited the respondent's office to compile necessary documentary formalities and take possession of their unit. However, much to the dismay of the complainants, the respondent sought time in order to furnish the unit since the unit was not ready on the day when offer of possession letter was issued by the respondent. Thereafter, the complainant throughout that period, regularly and repeatedly followed up with the representatives of the respondent and enquired about the status of the project. However, the representatives of the respondent on every occasion made false and vague assurances that the possession of the flat would be delivered soon and kept on prolonging the matter unjustifiably without any convincing reason thereby inflicting great mental agony and hardship upon the complainants in order to impose delayed payment charges or holding charges. Then thereafter, with the unjustified reasons to delay in handing over of possession after offering the possession and under the protest of fulfilling the illegal demand finally on 18.10.2022, the complainant has received the possession of the unit.

- l. That additionally the respondent has sought to impose the cost of maintenance and insurance of the equipment and facilities to be installed in the project upon the complainants. It is pertinent to take into reckoning that a commercial component of 4% has been allowed in the project to enable the respondent to maintain the project free-of-cost for a period of initial five years from the date of grant of occupation certificate, after which the same has to be transferred to the association of apartment owners constituted under the Haryana Apartment Ownership Act, 1983 for maintenance. Moreover, the respondent has clandestinely charged an amount of Rs. 24,687/- from the complainant, which was paid by the complainant on 31.10.2022, on account of maintenance charges in the name of "Skyfull Maintenance Services". The aforesaid levies are absolutely illegal and unsustainable in light of the fact that the respondent is solely responsible for maintenance of the project for the initial period of 5 years under the policy, referred to above.
- m. That additionally the complainant has sought clarification upon the imposed various charges amounting to Rs. 91,294/- in the name of administrative charges, meter connection charges, water connection charges, advanced consumption deposit, IFSD Charges and External electrification charges, which were neither disclosed at the time of booking of the unit nor at the time of execution of buyer's agreement. The aforesaid levies are absolutely illegal and unsustainable in light of the fact that the respondent is solely responsible for providing the basic amenities like electricity meter connection or water connection under the policy, referred to above. The above said act of the respondent has incorporated the wrongful gain to the respondent and wrongful loss to the complainant.

- n. That the respondent has failed to complete the project on time, resulting in extreme kind of financial hardship, mental distress, pain and agony to the complainant along with the delay in handing over the possession of the said unit, the respondent had failed in providing the same.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):
- a. Direct the respondent to pay delay period interest charges @15% per annum from the given date of possession i.e. 18.05.2021 the date of actual possession i.e. 18.10.2022.
 - b. Direct the respondent to refund the collected additional cost of Rs.91,924/- with applicable interest.
 - c. Direct the respondent to refund the collected utility services charges Rs.24,687/- with interest and provide free maintenance for 5 years.
 - d. Direct the respondent to refund the excess amount collected on the name of good and services or pass the full benefit of input tax credit to the complainant.
5. On the date of hearing the authority explained 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 following grounds:
- a. That the present complaint, filed by the complainant, is a bundle of lies and hence liable to be dismissed as it is filed without any cause of action.
 - b. That the complainant has intentionally concealed the correct/complete facts, and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The complainant is raising false, frivolous, misleading, and baseless allegations against the respondent with intent to make unlawful gains.
 - c. At the outset, it is submitted that the complainant herein had filed the instant complaint after lapse of more than 2.5 years post execution of the conveyance

deed and taking over the possession solely with the mala fide intentions to attain undue monetary advantages to which he is not entitled to even in the least.

- d. That the complainant herein in the year 2018, being in search of a residential complex learned about the Affordable Housing project titled 'The Roselia' at Sector 95A, Gurugram being developed by the respondent in terms of the Affordable Housing Policy, 2013.
- e. That on complainant applied for allotment for the unit in the project of the Respondent, whereas the unit was allotted after the draw of lots held on 24.07.2018 in the presence of the officials of the DGTCP/DC, Gurugram, a flat/unit bearing No. J-806 having a carpet area of 514.270 sq. ft. with a balcony area of 79.920 sq. ft. on the 8th floor in Tower-J.
- f. That on 08.11.2019, a flat buyer's agreement, was executed for the unit having total sale price of Rs.20,97,050/-, excluding the taxes and other charges. It is worth noting that the said agreement was signed by the complainant voluntarily, with free will and consent, without any demur.
- g. That it is submitted that the complainant had applied for the subject unit only after the due diligence, verification, and post being fully satisfied with the project.
- h. That the Environmental Clearance for the project was obtained by the respondent herein on 18.05.2017 & accordingly as per the provision of clause 5.1 of the agreement, the possession of the retail unit was proposed to be offered by May 2021 excluding the grace period and force majeure period. The said time period for offer of possession was subject to force majeure circumstances.

- i. Respondent is entitled for extension for force majeure circumstances and reasons beyond its control such as covid-19 and ban on construction activities by Competent Authorities/Courts etc.
- j. Further, it is noteworthy to mention here that after the completion of the project the respondent herein applied for the grant of the occupation certificate before the concerned department on 22.11.2021 and the same was granted by the concerned department on 06.05.2022 after a delay of more than 6 months, the possession was offered to the complainant vide offer of possession letter dated 01.06.2022. Thereafter, the conveyance deed was executed on 08.09.2022, and the possession has been taken over by the complainant vide possession letter dated 01.06.2022. Furthermore, in the possession certificate, the complainant has voluntarily waived off his right by himself being satisfied with all the terms and conditions of the agreement along with that the complainant has also taken the possession of the flat after being satisfied with the conditions of the flat and also received it in the habitable conditions.
- k. The complainants have raised issues related to the Refund of administrative charges, Refund of Meter Connection Charges and Water Connection Charges, Refund of IFSD Charges, Refund of External Electrification Charges;
- l. That it is submitted that the respondent received the Occupation Certificate for the project in question on 06.05.2022 and accordingly offered possession to all the complainants. After the offer of possession, the possession was handed over to the complainant, the conveyance deed was duly executed between both the parties and nothing remains thereafter.
- m. It is pertinent to mention that despite taking over the possession and peacefully enjoying the possession of the subject unit, after 2 years of execution of Conveyance Deed, the complainants have preferred the present complaint on

- the issues related to various demands which were never raised by the complainant at the time of executing the Conveyance Deed.
- n. Thus, the complainants at this later stage after execution of the Conveyance Deed, are not be permitted to raise the issues with respect to demands raised at this belated stage.
- o. That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, the said due date of possession is subject to force majeure events and thus, the respondent is entitled for extension of such time effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed as the delay is false and frivolous as the delay so caused was due to the force majeure events and in addition to that, the peaceful possession of the subject unit has been handed over to the complainant.
- p. That the project in question has already been completed, occupation certificate was obtained on 06.05.2022, the possession was offered, the conveyance deed was executed on 08.09.2022, and possession certificate dated 01.06.2022 was issued. Therefore, the project was completed. Moreover, the delay so caused was due to reasons beyond control and therefore, the respondent shall not be liable for the period wherein construction/development activity was affected due to force majeure circumstances or order/direction of the Court or State.
- q. It is evident that the entire case of the complainant is nothing but a web of lies false and frivolous allegations made against the respondent. That it is brought to the knowledge of the Ld. Authority that the complainant is trying to hoodwink the Ld. Authority by placing untrue facts and are attempting to hide the true colour of intention.

- r. That there exists no cause of action as much as in favour of the complainant or against the respondent and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
- s. That the complainant sought relief of delay possession charges. It is pertinent to mention that the complainant is not liable to said relief as the possession has been taken over and at the time of taking the possession, the complainant has waived off his rights by stating that the complainant has no claims whatsoever against the respondent and fully satisfied with the construction.
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 these undisputed documents and submission made by the complainant.

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, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II. Subject matter jurisdiction.

10. 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.

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. Finding on objections raised by the respondent:

F.1 Objections regarding force majeure.

12. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as construction ban, orders passed by various Authorities including orders passed by National Green Tribunal (hereinafter, referred as NGT), lockdown due to outbreak of Covid-19 pandemic.
13. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:

"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-year period from the date of commencement of project."

14. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by them. The Authority notes that the construction ban cited by the respondent, was of a short duration

and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Hence, all the pleas advanced in this regard are devoid of merits.

15. In accordance with the said policy the respondent was obligated to handover the possession of the allotted unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of building plan is 09.01.2017 and date of environment clearance is 18.05.2017. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 18.05.2021. Further ***as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due 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 18.05.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for 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 pandemic. So, in such case the due date for handing over of possession comes out to 18.11.2021.

G. Findings on the relief sought by the complainants.

G.I. Direct the respondent to pay delay period interest charges @15% per annum from the given date of possession i.e. 18.05.2021 the date of actual possession.

16. It has been contended by the respondent that on execution of conveyance deed, the relationship between both the parties stands concluded and no right or liabilities can be asserted by the respondent or the complainant against the other. Therefore, the complainants are estopped from claiming any interest in the facts and circumstances of the case.

17. The Authority is of view that on execution of a sale/ conveyance deed, only the title and interest in the said immovable property (herein the allotted unit) is transferred. However, the conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the said unit whereby the right, title and interest has been transferred in the name of the allottee on execution of the conveyance deed.

18. The authority has already taken a view in in **Cr no. 4031/2019 and others tiled as Varun Gupta V/s Emaar MGF Land Limited and others** has observed as under:

"47. ...the authority observes that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the said unit whereby the right, title and interest has been transferred in the name of the allottee on execution of the conveyance deed."

19. After consideration of all the facts and circumstances, the authority holds that even after execution of the conveyance deed, the complainant allottee cannot be precluded from his right to seek delay possession charges from the respondent-promoter.

20. In the present complaint, the complainant intends to continue with the project and are 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

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."

21. Clause 5.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.

22. At the inception, it is relevant to comment on the pre-set possession clause of the buyer's agreement wherein the possession has been subjected to numerous terms and conditions and force majeure circumstances. The drafting of this clause is not only vague but so heavily loaded in favor of the promoters that even a single default by the allottee in fulfilling obligations, formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

23. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate of interest on the amount already paid by them. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at

such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

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

24. 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.
25. 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., **12.09.2025** is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
26. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

"(z) "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;"

27. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
28. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of buyer's agreement executed between the parties on 08.11.2019, the possession of the booked unit was to be delivered within 4 years from the date of environment clearance (18.05.2017) being later, which comes out to be 18.05.2021. The grace period of 6 months is allowed in the present complaint for the reasons mentioned above. Therefore, the due date of handing over possession comes out to be 18.11.2021. Occupation certificate was granted by the concerned authority on 06.05.2022 and thereafter, the possession of the subject unit was offered to the complainants on 01.06.2022. 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 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 08.11.2019 to hand over the possession within the stipulated period.
29. 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 06.05.2022. The respondent offered the possession of the unit in question to the complainant only on 01.06.2022, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months

of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he 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. It is further clarified that the delay possession charges shall be payable from the due date of possession till the expiry of 2 months from the date of offer of possession (01.06.2022) which comes out to be 01.08.2022.

30. 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 complainants are entitled to delayed possession at prescribed rate of interest i.e., 10.85% p.a. w.e.f. 18.11.2021 till the expiry of 2 months from the date of offer of possession (01.06.2022) which comes out to be 01.08.2022 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

G.II Direct the respondent to refund the collected additional cost of Rs.91,924/- with applicable interest.

G.III Direct the respondent to refund the collected utility services charges Rs.24,687/- with interest and provide free maintenance for 5 years.

G.IV Direct the respondent to refund the excess amount collected on the name of good and services or pass the full benefit of input tax credit to the complainant.

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

32. It is important to note that the conveyance deed was executed between the parties on 08.09.2022. The conveyance deed is a legal document that transfers the title of property from one party to another, signifying the completion of the property transaction especially regarding payments related to the purchase price, taxes,

registration fees, and any other contractual financial commitments outlined in the agreement. However, despite the conclusion of the financial obligations, the statutory rights of the allottee persist if any provided under the relevant Act/Rules framed thereunder. Execution of conveyance deed is a sort of entering into a new agreement which inter alia signifies that both parties are satisfied with the considerations exchanged between them, and also that all other obligations have been duly discharged except the facts recorded in the conveyance deed. The said clause reproduced below as:

4.

That vacant and physical possession of the said Apartment has scheduled to be handed over by the Vendor to the Vendee herein at the time of execution of the present deed pursuant to the possession S, water and sewerage connection etc. provided, as shown in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied himself in respect of the location and final Carpet Area calculations and measurements of the said Apartment.

33. It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of preferential location charges or any other charges. Also, it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.
34. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under

section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.

35. However, the respondent is directed to transfer common area to the association of allottees in terms of Section 17 of the Act, 2016.

H. Directions of the authority.

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

- I. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 18.11.2021 till 01.08.2022 i.e., expiry of 2 months from the date of offer of possession (01.06.2022). The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the rules.
- II. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% 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. The benefit of grace period on account of Covid-19, shall be applicable to both the parties in the manner detailed herein above.
- III. The respondent is directed to transfer the common area to the association of allottees in terms of Section 17 of the Act, 2016 after five-year period of

maintenance by the respondent as provided under Affordable Housing Policy, 2013.

37. Complaint stands disposed of.

38. File be consigned to registry.

Dated: 12.09.2025



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

