

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

Complaint no.: 691 of 2025
Date of complaint: 18.02.2025
Order pronounced on: 20.11.2025

Nirmal

Resident of: - Flat No.83, Tower-J2, Indiabulls, Centrum Park, Sector-103, Gurugram, Haryana-122001.**Also at:** - Pradeep Pannu, Gali No.6, DAV School, Gautam Colony, Narela, Noth West Delhi, Delhi-110040.**Complainant**

Versus

M/s Vatika Ltd.

Office address: Unit no.-A-002, INXT City Centre, Ground Floor, Block-A, Sector-83, Vatika India Next, Gurugram, Haryana - 122012.**Also at:** Vatika Triangle, 4th Floor, Sushant Lok Phase I, Block A, MG Road, Gurugram - 122002.**Respondent****CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

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

Shri Pankaj Kumar Yadav (Advocate)

Shri Abhijeet Gupta (Advocate)

Complainant

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions as provided

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

A. Project and unit related details.

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

S. N.	Particulars	Details
1.	Name and location of the project	"Aspiration" by Vatika India Next at Sector-88B, Gurugram.
2.	Project area	19.70 Acres
3.	Nature of Project	Affordable residential plotted colony under DDJAY
4.	DTCP license no. and validity status	1. 13 of 2022 dated 24.02.2022 Valid upto 23.02.2027 2. 152 of 2022 dated 29.09.2022 Valid upto 28.09.2027
5.	Name of Licensee	M/s Vatika Ltd., Aplin Developers Pvt. Ltd., Haldis Developers Pvt. Ltd. & 3 Others.
6.	Rera registered/ not registered and validity status	Registered (for Affordable residential plotted colony under DDJAY) Vide registration no. 130 of 2022 dated 23.12.2022 Valid upto 30.06.2024
7.	Extension	Extension no.02 of 2025 dated 14.01.2025 Valid upto 29.06.2025
8.	Unit No.	Plot no. 5, A6, Aspiration (As per page 16 of complaint)
9.	Unit area admeasuring	178.80 sq. yds. (As per page 16 of complaint)
10.	Allotment letter	31.03.2023 (As per page 16 of complaint)
11.	Date of buyer agreement	09.10.2023 (As per page 23 of complaint)
12.	Possession clause	Clause 7.1

		<i>The promoter shall handover the possession of the plot on or before 31.03.2024...</i> [Emphasis supplied] (As per page 31 of complaint)
13.	Due date of possession	31.03.2024 (As mentioned in possession clause 7.1 of the BBA dated 09.10.2023)
14.	Total Sale Consideration	Rs.1,28,73,600/- (as per payment schedule page 42A of complaint)
15.	Amount paid by complainant	Rs.1,19,99,600/- (as per SOA dt 04.03.2025 at page 10 of reply)
16.	Completion certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint: -
- That the complainant is a well-educated, law-abiding citizen having impeccable record and reputation in the society.
 - That the respondent is a company incorporated under Companies Act, 1956 and is an associate and assignee company of respondent. The respondent is a company incorporated under Companies Act 1956 and assignor of respondent and registered as promoter of the building project with the RERA authority.
 - That the respondent advertised, marketed, and launched a project named as "Aspiration" in Sector 88B, Gurugram, Haryana. That the respondent while promoting and offering to sell the units in the project made several promises pertaining to quality, completion, facilities, amenities, reputation, permission, and approvals in relation to the said project. The respondent categorically mentioned that the project shall also have club house, swimming pool/ kids pool, school, pavilion, open air theatre, waterbody, skate park, jogging track, kids' play area, basketball court, half tennis court,

- badminton, lawn etc. That the respondent assured and promised to deliver the physical vacant possession of the dwelling unit to the proposed buyer within months.
- iv. That in pursuant to the representations made by the respondent, the complainant booked a flat in the said residential township project named "Aspiration" in Sector 88B, Gurugram, Haryana 'Project' for a total sale consideration price of Rs.1,28,73,600/- for plot no. 5, "Aspiration", Block-A6, Sector 88 B, Gurugram, Haryana having area of plot 178.80 sq. yds. That the housing unit for a consideration of Rs. 1,28,73,600/-.
- v. That the respondent has not define at the hidden charges which is not part of BBA agreement as which is external electrification charges, compound wall, miscellaneous charges, interest and refundable interest free security against construction.
- vi. That the builder buyer agreement dated 09.10.2023 mentioned that the project will be completed within months from the date of sanction of the building plans of the said residential project (Clause 7.1). The respondent got the approval of the building plans as on 24.02.2022 as informed by the respondent while raising demand on start of excavation work.
- vii. That the details of the demand raised by the respondents and amount deposited by the complainant.
- viii. That the complainant has approached many times, the complainant has requested to respondent to please share the required documents for bank loan but respondent did not provide documents to get the bank loan and the respondent are saying that your project is not bankable. How It is possible for a common man to pay 1.3 crore from his own savings. This plot is booked under Din Dayal Jan Avas Yojna (DDJAY) which is enacted for lower income groups and you are refusing to provide documents for a bank loan.

- ix. That the respondent did not inform me while the said booking of the plot that your project is not bankable and the Complainant have to arrange all money from own savings. This is a total breach of terms & condition of RERA Act 2016 & the Deen Dayal Jan Awas Yojana scheme 2015.
- x. That the complainant still trying to arrange the money which is taking time so far the RERA is directing that not further demand raise by the respondent.
- xi. That the complainant came to know about the fact that the respondent had no intention to deliver the project and was dragging their feet by indulging into delaying and dilatory tactics unfairly to fleece the complainant not caring for completing the project in promised time span. Further the complainant was shocked with the present state of affairs and felt being cheated by the respondent. The complainant when further enquired about the same, she was shocked to figure out that the respondent are habitual of making false promises and assurances on one pretext or other not only to the complainant but to the other similarly situated persons which fact is evident from referring to numerous other complaints filed and got adjudicated in favour of the buyers and against the respondents which itself is an admission on record about various acts of omission and commission prejudicial and detrimental to the complainant in contravention to the terms and covenant of the builder buyer agreement as well. The complainant made endeavors to further enquire about respondent, whereby she has been apprised that the respondent is guilty of money laundering and are facing many trials due to several court cases and complaints against them, including before this Authority.
- xii. That the complainant made efforts to find the status of the said project from the HRERA website but again it was a shocking experience. The respondents were paying scant attention and regards to the compliance of lawful

instructions and directions of the Authority established under the provisions of the RERA Act, 2016. The residential project of the respondents named as "Aspiration" was registered with number 130 of 2022 for the project.

- xiii. That the above said facts and circumstances show that the respondent has acted in an unlawful manner to derive unlawful gains and cause huge losses to the other buyers similarly like complainant. Initially, by making false representations, the respondents convinced the complainant to purchase a plot and thereafter failed to complete the project within the time. Therefore, due to the said unlawful acts of the respondent, the complainant is constrained to approach this Hon'ble forum for justice and exercise the legal remedy available.
- xiv. That the complainant declares that the subject matter of the claim falls within the jurisdiction of the Real Estate Regulatory Authority as the building project named as "Aspiration" is located in Gurugram, Haryana and the respondents have prima facie committed default in completion of the unit/flat allotted to the complainant besides other infrastructural facilities.
- xv. That in view of the above facts and submissions, it is evident that the respondent is guilty of the offence of breach of trust, deficiency in services and respondent has violated the Rules and Regulations and the provisions of the RERA Act, 2016

C. Relief sought by the complainant: -

- 4. The complainant has sought following relief(s)
 - a. Direct the respondents has reimbursement the hidden charges which is not part of BBA as which is external electrification charges, compound wall, miscellaneous charges, interest and refundable interest free security against construction amounting to Rs.10,29,237/-;

- b. Direct the respondents has illegal demand of Rs.23,77,144.65/- it's should be reimbursement and the total outstanding as per payment plan Schedule A of BBA is Rs.8,74,000/-;
 - c. Direct the respondent to pay Rs.50,000/- towards the litigation charges of the present complaint;
 - d. Any other and further orders which the Hon'ble Authority may deems fit and proper also be passed in favour of the complainant and against the respondent, in the interest of justice.
5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent: -

6. The respondent contested the complaint on the following grounds: -
- i. That, the contents of the complaint, deliberately failed to mention the correct/complete facts and the same are reproduced hereunder for proper adjudication of the present matter. The complainant is raising false, frivolous, misleading, and baseless allegations against the respondent with intent to acquire unlawful gains.
 - ii. That, the complainant has not approached the Authority with clean conscience and has suppressed/concealed the relevant facts with the intent to mislead this Authority through the representation of the one-sided facts. That the complaint under reply is devoid of merits and the same should be dismissed with cost.
 - iii. That, the respondent, herein launched a group housing project titled as "Aspiration", situated, and located at Sector-88B, Gurugram, Haryana.
 - iv. That, in year 2021, the complainant herein learned about the project and repeatedly approached the respondent, to know the details of the said project. The complainant further inquired about the specification and veracity of the project and was satisfied with every proposal deemed necessary for the development of the project.

- v. That, after having keen interest in the above said project launched by the respondent, the complainant upon its own examination and investigation desired to purchase a plot, and subsequently booked a plot in the said project dated 15.04.2022.
- vi. That, the respondent on 31.03.2023, vide allotment letter, allotted plot no.05, Street-A-6 to the complainant in the said project.
- vii. That, pursuant to the allotment of the said unit to the complainant the respondent sent the builder buyer agreement to the complainant and after due consideration and thoroughly checking the details of builder buyer agreement the complainant agreed to execute the builder buyer agreement with the respondent dated 09.10.2023. That the complainant at the time of signing the BBA raised no objections with regards to the terms and condition duly mentioned in the BBA.
- viii. That, the complainant has paid an amount of Rs.1,19,99,600/- against the total sale consideration.
- ix. That, after paying the above-stated amount when the respondent asked for the charges duly mentioned in the BBA under Schedule-D: Payment Plan, the complainant refused to pay the charges applied as per the terms of the BBA by claiming that the charges applied by the respondent are unreasonable and hidden charges which is a complete web of lies vexatiously concocted by the complainant to tarnish the reputation of the respondent and to avoid making the requisite payment towards the purchase of the said plot.
- x. That, it is also pertinent to mention here that upon perusal of complaint it appears that the main contention of the complainant is with regards to the alleged hidden charges demanded by the respondent for which the complainant is seeking waiver, however no supporting document has been attached in the present complaint by the complainant to prove the same

which clearly shows that the complainant is making these allegations without any concrete proof of the same.

- xi. That, the respondent on several occasions via calls and emails intimated the complainant to make the requisite payments towards handing over the possession of the said plot but unfortunately the complainant avoided the calls and emails sent by the respondent.
- xii. That, the contentions raised by the complainant in the present complaint that the respondent has asked for hidden charges which were not mentioned in the BBA are nothing but lies as the complainant is trying to obtain the possession of the said plot at a discounted price as previously decided between both the parties. It is also imperative to mention here that the charges asked by the respondent has been clearly mentioned in the builder buyer agreement, which has been duly signed and is RERA registered.
- xiii. That, the complainant has filed the present complaint to pressurise the respondent and take undue advantage of the provisions of the RERA Act, 2016 and harass the respondent as well as tarnish the image of the respondent in public.
- xiv. That, the complainant has repeatedly defaulted in making timely payments either by delay or through cheque bounces due to which interest has been levied on over-due amounts, any amount apart from the sale consideration is only on account of interest on overdue amounts and cheque bounces as clearly reflected in the SOA duly attached in the present reply.
- xv. That, the respondent is bona-fide company always taking care of the rights and interest of its customers. That the respondent on several occasions intimated the complainant to make the payment of the dues, but the complainant has refused to do so and take possession of the unit. That the

respondent is still ready to hand-over the possession to the complainant subject to payment of dues by the complainant.

- xvi. That even after all the facts and submissions as above stated the respondent is still willing to amicably settle the present matter considering the fact if the complainant is willing to make the payment due to the respondent towards the handing over of the possession of the said plot. That the amount with regards to the stamp duty and registration charges shall be borne by the complainant.
 - xvii. That, it is evident that the entire case of the complainant is nothing but web of lies, false and frivolous allegations made against the respondent.
 - xviii. That, the complainant herein, has suppressed the above stated facts and has raised this complaint under reply upon baseless, vague, wrong grounds and has misled this Authority, for the reasons stated above. That none of the reliefs as prayed for by the complainant are sustainable before this Authority and in the interest of justice. That, the respondent reserves its rights to file the additional information alongwith relevant documents that are required to be filed, if any.
- 7. All other averments made by the complainant are denied in toto.
 - 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 based on these undisputed documents and submission made by the parties.

E. Written submissions made by the complainant:

- 9. The complainant has filed the written submissions on 07.11.2025 and made the following submissions as under:
 - i. The promoter has failed and continued to fail in its primary obligation under Section 17 of the RERA Act, 2016, to execute a registered conveyance deed in favour of the allottee/complainant within the prescribed period.

- ii. The fact that Indiabulls Finance Ltd has placed a claim, charge, or encumbrance upon all plots in the Aspiration project constitutes a material breach of the Allotment Agreement and, crucially, a violation of Section 4(2)(I)(D) of the RERA Act. This Section mandates that 70% of the funds collected from allottees must be utilized for the project's construction, not diverted or used to service non-project-specific loans, especially if such loans create a lien over the individual units/plots. Furthermore, failure to disclose this encumbrance constitutes an unfair trade practice.
- iii. The promoter, Vatika Limited, is making false promises and has failed to take the requisite legal steps to get the Allottee's plot released from the disputed claim of Indiabulls and registered in the Allottee's name. This is a clear case of deficiency in service and breach of trust.
- iv. That around 90% plots of respondent have mortgaged in Indiabulls finance Ltd. company and they also published on 04.03.2025 in Hindustan Times newspaper. Following this publication, respondent is legally constrained from executing any conveyance deed in favor of the allottees.
- v. That the complainant has been duped and befooled in the name of residence which could never be brought to reality by the respondents and the complainant booked the above said plot for his residential purposes and had invested his hard-earned money in the respondent's project only but more than 24 months has been passed and the hard-earned money of the complainant is blocked. That as per Section 18 of RERA, the respondent is bound to pay delay possession charges to the complainant.
- vi. That the complainant is always willing and ready to pay the remaining cost of the plot but the respondent refused to accept the same from the complainant as they do not want to deliver the possession of the said plot to the complainant, intentionally and unlawfully.

- vii. In view of the submissions made above, it is, therefore, most prayed that the complaint filed by the complainant may kindly be allowed as prayed in the complaint and direct the respondents to pay delay possession charges to the complainant, in the interest of justice.

F. Jurisdiction of the authority

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

F. I Territorial jurisdiction

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

F. II Subject matter jurisdiction

12. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per flat buyer's agreement. 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 of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

13. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be

decided by the adjudicating officer if pursued by the Complainants at a later stage.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent has reimbursement the hidden charges which is not part of BBA as which is external electrification charges, compound wall, miscellaneous charges, interest and refundable interest free security against construction amounting to Rs.10,29,237/-;

14. In the present complaint, the complainant has contended that the respondent has demanded an amount of Rs.10,29,237/- on account of external electrification charges, compound wall, miscellaneous charges, interest and refundable interest free security against construction.

15. The Authority observes that there is no document available with regard to said reimbursement on record to substantiate the claim of the complainant. It is pertinent to note that in neither of the complainant nor the respondent has placed any relevant document with regard to the said reimbursements. Accordingly, the claim of the complainant is rejected being devoid of merits.

G.II Direct the respondent has illegal demand of Rs.23,77,144.65/- it's should be reimbursement and the total outstanding as per payment plan Schedule A of BBA is Rs.8,74,000/-.

16. In the present complaint, vide allotment letter dated 31.03.2023, the complainant was allotted a plot bearing no.5, A6, Aspiration, admeasuring 178.80 sq. yds., under construction linked payment plan by the respondent-promoter. Thereafter on 09.10.2023, a buyer's agreement was executed between the parties for the allotted unit for the total sale consideration of Rs.1,28,73,600/- out of which the complainant-allottee paid an amount of Rs.1,19,99,600/- which constitutes 93.21% of the total sale consideration. Further, as per clause 7.1 of buyer's agreement dated 09.10.2023, the respondent has assured to handover the physical possession of the plot on or before 31.03.2024. Therefore, the due date of possession comes to be 31.03.2024.

17. The complainant has contended in its complaint that the respondent has raised a demand of Rs.23,77,144.65/-. However, as per the buyer's agreement dated 09.10.2023, the balance amount payable by the complainant-allottee is Rs.8,74,000/- only.
 18. Upon perusal of documents available on record and submissions made by both the parties, the Authority observes that the complainant has sought the relief to set aside the demand of Rs.23,77,144.65/- raised by the respondent. It is evident from explanation (ii) to clause 1.2 of the buyer's agreement dated 09.10.2023 that the total sale consideration of the plot was Rs.1,28,73,600/- inclusive of IFMS, PLC, taxes, etc., out of which the complainant paid an amount of Rs.1,19,99,600/-. Therefore, the balance amount payable by the complainant to the respondent is Rs.8,74,000/-. However, the respondent had raised a demand of Rs.23,77,144.65/- without giving any bifurcation /justification of the said demand being raised by it. Such actions made by the respondent by raising such demand is not justified.
 19. Therefore, the Authority is of the view that the respondent shall raise demand including bifurcation for the same and it shall be strictly as per the terms and conditions agreed between the parties by virtue of buyer's agreement and shall not charge anything which is not the part of the said buyer's agreement.
- G.III Any other and further orders which the Hon'ble Authority may deems fit and proper also be passed in favour of the complainant and against the respondent, in the interest of justice.**
20. Upon perusal of documents available on record, the authority observes that the complainant has paid an amount of Rs.1,19,99,600/- against the total sale consideration of Rs.1,28,73,600/- and as per clause 7.1 of buyer's agreement dated 09.10.2023, the due date for handing over physical possession of plot comes out to be 31.03.2024 and as per DTCP website, it is prima facie evident that the completion certificate/part completion certificate is not yet granted to the respondent. Further, the respondent has also not placed on record any

document confirming that the respondent had already applied for grant of completion certificate.

21. Further clause 11.2 (ii) of the buyer's agreement dated 09.10.2023, provides that where the allottee does not intend to withdraw from the project or terminate the agreement in case of default by the promoter, he shall be paid by the promoter, interest at the rate prescribed in the Rules, for every month of delay. The same is reproduced herein for ready reference:

11.2 In case of default by promoter under the conditions listed above, Allottee is entitled to the following:

ii. ... Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till handing over of the possession of the plot which shall be paid by the promoter to the allottee within 90 (ninety) days of it becoming due.

22. Therefore, the Authority is of considered view that there is delay on the part of the respondent-promoter to offer of possession of the allotted unit/plot to the complainant as per the terms and conditions of the buyer's agreement executed between the parties on 09.10.2023. Accordingly, it is failure of the respondent-promoter to fulfil its obligations and responsibilities as per the agreement to handover the possession within the stipulated time period. Therefore, the Authority deems fit that the complainant is entitled to delay possession charges as per Section 18(1) of the Act, 2016 as well as clause 11.2 of buyer's agreement dated 09.10.2023.

23. Moreover, the interest (DPC) component is levied to balance the time value component of the money. However, the same is applicable on the amount paid by allottee for the delay in handing over of the possession by the respondent from the date of possession till offer of possession and the same is balanced vide provision of Section 2(za) of the Act. The complainant cannot be made to pay for the unit as per today's rate and suffer due to fault of the respondent.

24. **Admissibility of delay possession charges at prescribed rate of interest:**
Proviso to Section 18 provides that where an allottee does not intend to

withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, *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]

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.

25. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* 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.
26. 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., 20.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
27. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest

payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

28. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
29. 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. Therefore, the Authority deems fit that the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.85% p.a. w.e.f. due date of possession i.e., 31.03.2024 till valid offer of possession after obtaining of OC/CC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.
30. The Authority further observes and deems fit that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent-promoter has not obtained the completion certificate. As per clause 12 of the buyer's agreement dated 09.10.2023, the respondent shall prepare and execute along with allottee a conveyance deed to convey the title of the said plot in favour of the allottee but only after receiving full payment of total price of the plot and the relevant clause of the agreement is reproduced for ready reference: -

12. Conveyance of the said plot:

"The promoter on receipt of total price of the plot and taxes as mentioned under Schedule C shall execute a conveyance deed preferably within 3 (three) months but not later than 6 (six) months from possession and convey the title of the plot for which possession is granted to the allottee..."

31. It is to be further noted that Section 11(4)(f) provides for the obligation of respondent-promoter to execute a registered conveyance deed of the plot

along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed executed after obtaining the CC from the competent authority.

32. As far as the relief of transfer of title is concerned, the same can be clearly said to be the statutory right of the allottee as Section 17 (1) of the Act provides for transfer of title and the same is reproduced below for ready reference:

"Section 17: Transfer of title.

17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or 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. In view of the above, the respondent is directed to execute the registered conveyance deed in favour of the complainant in terms of Section 17(1) of the Act of 2016, after receipt of completion certificate from the competent authority and upon payment of requisite stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.

G.IV Direct the respondent to pay Rs.50,000/- towards the litigation charges of the present complaint;

34. The complainant is seeking above mentioned relief w.r.t legal expenses. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)***, has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of legal expenses.

H. Directions of the authority

35. 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 the interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.85% p.a. w.e.f. due date of possession i.e., 31.03.2024 till valid offer of possession after obtaining CC/part CC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.
- ii. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the respondent-promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the Rules, *ibid*.
- iii. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within a period of 30 days and the complainant is directed to pay the outstanding dues, if any remains after adjustment of interest for delayed period.
- iv. The rate of interest chargeable from the complainant-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 same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per Section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement dated 09.10.2023.

- vi. The respondent is directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainant.

36. Complaint stands disposed of.

37. File be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.11.2025



HARERA
GURUGRAM