

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

Complaint no.: 5985 of 2024 &
6527 of 2024
Date of decision: 27.01.2026

NAME OF THE BUILDER		Citra Properties Limited	
PROJECT NAME		"Indiabulls One 09"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5985/2024	Anil Aggarwal & Lata Aggarwal Vs Citra Properties Limited	Shri Rishab Sharma, Advocate Shri Pulkit, Advocate for respondent
2.	CR/6527/2024	Shalini Chakravorty Vs Citra Properties Limited & Equinox India Developments Limited	Shri Mayank Gadas, Advocate Shri Pulkit, Advocate for R-1 None for R-2

CORAM:

Shri Arun Kumar
Shri P S Saini

**Chairman
Member**

ORDER

1. This order shall dispose of all the 2 complaints titled as above filed before the 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, “**IndiaBulls One 09**” being developed by the same respondent/promoter i.e., M/s Citra Properties Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking delay possession along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.
3. It has been decided to treat the aforesaid complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
4. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/5985/2024 titled as Anil Aggarwa & Lata Aggarwal VS Citra Properties Limited are*** being taken into consideration for determining the rights of the allottee(s) qua the reliefs sought by the complainant-allottees.

A. Unit and Project related details:

5. The details of both complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S. No.	Heads	Information	
1.	Name and location of the project	Indiabulls One 09, Sector 109, Gurugram, Haryana	
2.	Nature of the project	Commercial	
3.	Project area	5.9 acres	
4.	DTCP license no.	43 of 2012 dated 05.05.2012	
5.	RERA Registered/ not registered	Registered vide no. 298 of 2017 dated 13.10.2017	
6.	Transfer of allotment from erstwhile allottee to complainant	N/A	01.02.2016 (as per page 26 of complaint)
7.	Date of agreement for sale	06.10.2016 (page 28 of complaint)	31.03.2016 (page no. 29 of the complaint)
8.	Unit no.	Shop no. 152, Tower-1, 1 st Floor (page no. 30 of complaint)	Shop no. 14, Tower-1, Ground Floor (page no. 30 of complaint)
9.	Unit area	738 sq. ft. (page 30 of complaint)	665 sq. ft. (page 30 of complaint)
10.	Possession clause	23. <i>Complete the construction within 48 months with a six-month grace period.</i>	
11.	Due date of possession	06.04.2021 (as per possession clause along with grace period)	30.09.2020 (as per possession clause along with grace period)
12.	Total sale consideration	Rs. 63,32,778/- (page 32 of complaint)	Rs. 77,01,365/- (page 32 of complaint)

13.	Amount paid by the complainant	Rs.71,20,951/-	Rs.86,93,592/- as per SOA dated 02.01.2025 at page 50 of reply
14.	Payment plan	Time linked plan at page 51 of complaint i.e. 60% of sale on offer of possession	Time linked plan at page 52 of complaint i.e. 30% of sale on offer of possession
15.	Occupation certificate	19.07.2024 Part OC (at page 31 of reply)	19.07.2024 Part OC (at page 31 of reply)
16.	Offer of possession	21.08.2024 along with outstanding dues of Rs.45,14,149/- (As per page no. 62 of the complaint)	22.08.2024 along with outstanding dues of Rs.28,56,953/- (sent by R-2) (as per page 26 of reply)

B. Facts of the complaint: -

6. The complainants have made the following submissions: -
- That the complainants are Indian residents and joint allotees of Unit bearing no. Shop No. 152 A, on 1st Floor having Super Built Area of 738 sq. ft (Covered Area) in Commercial Complex named as 'Indiabulls One 09, Gurgaon comprises of 3 basements, Ground and 21st Floor consisting of shops/offices/showrooms /restaurant /food courts/ multiplex & other commercial.
 - That the respondent asserted that the said project shall be completed by October 2020 within a period of 4 years. The respondent had received DTCP licence no.43/2012 dated 05/05/2012 for development and construction project.
 - That on the representation and assurances made by the respondent, the complainants jointly booked a commercial unit, Shop no. 152 A, 1st Floor,

having super built area of 738 sq. ft in commercial complex against the total sale consideration sum of Rs.63,32,778/-. The complainant paid the booking amount sum of INR 2,00,000/- through cheque no. 432444 on 11.07.2016.

- d. That subsequent to the booking of the said shop, a notarized builder buyer agreement dated 06/10/2016 was executed between the complainants and the respondent. The complainant's opted possession linked payment plan of 40:60 whereby the complainants were agreed to pay 40% amount within 120 days and rest 60 % at the time of offer of possession of the unit.
- e. That complainants submit that as per clause no. 23 of the buyer agreement the physical possession of the unit/shop was to be delivered within 48 eight months with a six months grace period from the date of execution of buyer agreement i.e. within a period of 54 months, thus possession date comes to 06.04.2021 and the possession date already stood expired.
- f. That complainants had already made 100% payment, however the respondent failed to complete the project as stipulated despite having received the full payment from the complainants. The complainants had paid sum of Rs.71,20,951/- by November 2024 in excess of agreed total sale consideration of Rs.63,32,778/- as demanded by the respondent.
- g. The respondent has secured RERA registration no. 298/2017 in respect of the project.
- h. That the complainant had been regularly visiting the respondent office since 2019 seeking information about completion and possession of project writing numerous mails regarding progress of the project and occupation certificate but of no consequence.

- i. That as stated above the respondent failed to complete and handover the physical possession of the shop on or before 06.10.2020 and possession of the shop is still awaited. There is inordinate delay of 4 years 1 month as on 22.11.2024.
- j. That the respondent had illegally charged excess sale consideration of Rs.7,88,173/- and had also neglected to pay legitimate delayed possession charges under the RERA Act. That the complainants also illegally charged for sum of Rs.2,22,398/- under the various heads.
- k. That it has come to the knowledge of the complainants, the respondent had obtained Occupation Certificate on 19.07.2024 but the project still incomplete as it lack basic infrastructural facilities including internal work even the shop of the complainants is incomplete as no internal plastering work and roof of the shop.
- l. That the respondent neglected to provide electricity connection, water connection and sewerage connection and sent offer of possession on 21.08.2024. Without basic amenities the booked shop cannot be offered to the complainants.
- m. That on visiting the site in the month of November 2024 the complainants found besides above, incomplete work of the project, incomplete roads even the respondent neglected to construct the common area thus have committed the breach of the terms of buyer agreement and appears to have managed the Occupation Certificate without completion thus Suo Moto enquiry be ordered to be conducted to verify the same.
- n. That the respondent by their acts, conduct and omission had failed to handover the physical possession of the unit in term of buyer agreement dated 06.10.2016 on or before 06.04.2021, thus played upon unfair trade practice hence the complainants are entitled to seek delay possession

charges in the form of interest for inordinate delay in completion of the construction besides physical possession of the booked shop.

- o. That the respondent is liable to pay interest for delay possession from 06.10.2020 till actual delivery of physical possession of the shop.
- p. That the respondent is also liable to refund sum of Rs.2,22,398/- took from the complainants under the various heads.
- q. That the RERA law stipulates, if 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. Thus, the cause of action to file the present complaint arose on 21.08.2024 when the respondent sent the offer of possession whereby illegal demands were raised.

C. Relief sought by the complainants:

7. The complainants have sought following relief:

- a. To direct the respondent to handover the physical possession of the Unit no. Shop no. 152 A, on 1st floor having super built area of 738 sq. ft in commercial complex named as 'Indiabulls One 09, Gurgaon after obtaining proper connection of electricity from competent authority, water connection and Sewerage connection.
- b. The respondent be directed to execute a conveyance deed /sale deed in respect of the Unit no. Shop 152 A.
- c. The respondent be directed not to impose any holding charges and maintenance charges till the date of actual handing over the physical possession of the shop.
- d. The respondent be directed to remit the payment sum of Rs.2,22,398/- along with interest.

- e. The respondent be directed to pay delay possession charges in the form of interest from committed date of handing over the physical possession i.e. 06.04.2021.

D.Reply filed by the respondent:

8. The respondent has contested the complaint on the following grounds:
- a. That the instant complaint filed against the respondent is untenable both in facts and in law and is liable to be rejected on this ground alone.
 - b. That the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint against the respondent.
 - c. That the complainants have filed the present complaint alleging that possession of the unit in question is not offered to them. However, the allegations are wrong and incorrect. The possession of the unit already stands offered to the complainants on 21.08.2024 which is also evident from the fact that the complainants have themselves placed on record the possession letter in their complaint filed on 01.01.2025. As such as on the date of filling of the present complaint the possession of the subject unit was already offered.
 - d. That the respondent after completing the construction of the alleged tower wherein the Subject unit is located applied for grant of Occupational Certificate before the Director, Town and Planning Department, Chandigarh (Haryana) on 25.09.2023, and the same was granted on 19.07.2024 by the Director, Town and Planning Department, Chandigarh (Haryana).As such the construction of the Tower wherein the unit of the complainants is located got completed on 25.09.2023 i.e. the date of submission of the Application for grant of Occupational Certificate.

- e. That the complaint is not maintainable, and the period of delivery as defined in Clause 23 of buyer's agreement is not sacrosanct as in the said clause it is clearly stated that "the Developer shall endeavor to complete the construction of the unit a period of forty-eight months with a six-month grace period". Clause 23 of the said agreement has been given a selective reading by the complainants even though they conveniently relies on same. Further, the period of delivery was subject to timely payment towards the sale consideration payable according to the payment plan. Further, the delivery period as defined under clause 23 is subject to conditions laid down in clause 46 of the agreement.
- f. That against the application submitted by the respondent for grant of the Occupational Certificate, the same was received by the respondent on 19.07.2024 i.e. after 10 months from the date of filling of application. As such the delay of 10 months done by DTPC, Haryana in granting the OC cannot be attributed upon the respondent and no delay can be held upon the respondent post 25.09.2023 i.e. the date when Application for grant of OC was submitted by the Respondent before DTCP, Haryana.
- g. That as per the buyer's agreement, any dispute with respect to the provisional unit purchased by the complainants, the same shall be adjudicated through Arbitration mechanism as detailed in the agreement.
- h. That the respondent was faced with certain force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia

continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 (Two) years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the Project continued without shifting any extra burden to the customer. It is to be noted that the development and implementation of the said Project have been hindered on account of several orders/directions passed by various authorities/forums/courts.

- i. That additionally, even before normalcy could resume, the world was hit by the Covid-19 pandemic. That the Covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors, etc. for the construction of the project. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020, bearing no. 40-3/2020-DM-I (A) recognized that India was threatened with the spread of the Covid-19 pandemic and ordered a complete lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. By various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana, have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Despite, after above stated obstructions, the nation was yet again hit by the second wave of the Covid-19 pandemic and again all the activities in

the real estate sector were forced to stop. It is pertinent to mention that considering the widespread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. During the period from 12.04.2021 to 24.07.2021 various activities including construction activity was banned in the state. Further, the Haryana Real Estate Regulatory Authority Gurugram also vide its circular / notification bearing no. No.9/3-2020 HARERA / GGM (Admn.), dated 26.05.2020 extended the completion date/ revised completion date or extended completion date automatically by 6 months, due to outbreak of COVID-19.

- j. That it is a submission the respondent that a bare perusal of the complaint will sufficiently elucidate that the complainant has miserably failed to make a case against the respondent. The complainant has merely alleged in his complaint about delay on part of the respondent in handing over of possession but have failed to substantiate the same.
9. Copies of all the relevant documents have been filed and placed on 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.

E. Jurisdiction of the Authority

10. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.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.

E. II Subject matter jurisdiction

12. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee 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 of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent.

F.I Objections regarding force majeure.

14. That respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions such as demonetization, and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the Covid-19, pandemic among others, but all the pleas advanced in this regard are devoid of merit. The flat buyer's agreement was executed between the parties on

06.10.2016 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 06.10.2020. The events such as and various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not continuous as there is a delay of more than five years and even some happening after due date of handing over of possession. However, the Authority observes that there is provision of 6 months grace period in lieu of force majeure conditions as per clause 23 of the agreement dated 06.10.2016 and the same is unqualified.

15. In view of the above, the Authority allows 6 months grace period on account of force majeure is being granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent-promoter. Accordingly, the due date of possession comes out to be 06.04.2021.

G. Findings regarding relief sought by the complainants.

G.I. To direct the respondent to hand over the possession of the Unit no. Shop no. 152 A, on 1st floor having super built area of 738 sq. ft in commercial complex named as 'Indiabulls One 09, Gurgaon after obtaining proper connection of electricity from competent authority, water connection and Sewerage connection.

G.II. The respondent be directed to pay delay possession charges in the form of interest from committed date of handing over the physical possession i.e. 06.04.2021.

16. The above-mentioned reliefs sought by the complainant, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.
17. In the present matter the complainant purchased a commercial unit bearing no. Shop no. 152, tower-1, 1st floor, admeasuring 738 sq. ft. in the project Indiabulls One 09, Sector 109, Gurugram. The complainant paid

an amount of Rs.71,20,951/- against the total sale consideration of Rs.63,32,778/-. An agreement was executed between the complainants and the respondent on 06.10.2016 and according to clause 23 of the agreement the respondent was obligated to complete the construction of the project and hand over the possession of the subject unit within 48 months with a six-month grace period. The part occupation certificate for the project has been obtained on 19.07.2024 from the competent Authority.

18. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the provisions of section 18(1) of the Act which reads as under:

"Section 18: - Return of amount and compensation
(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"

19. Clause 23 of the agreement for sale is reproduced below:-

23.
The Developer shall endeavour to complete the construction of the unit within a period of forty-eight months with a six months grace period thereon, from the date of execution of the Buyers Agreement subject to timely payment by the buyers
(Emphasis supplied)

20. **Due date of possession and admissibility of grace period:** As per clause 23 of the BBA, the possession of the allotted unit was supposed to be offered within a stipulated timeframe i.e. 48 months. As far as grace period of 6 months is concerned the same is allowed being unqualified. Accordingly, the due date of possession comes out to be 06.04.2021. The

part occupation certificate for the project has been obtained on 19.07.2024 from the competent Authority.

- 21. 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. 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."

- 22.** 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;"

23. 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., 27.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
24. **Rate of interest to be paid by complainant/allottee for delay in making payments:** The definition of term 'interest' as defined under section 2(z) 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.
25. Therefore, interest on the delay payments, if any from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
26. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 23 of the agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 06.04.2021. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement executed between the parties. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as

per the agreement to hand over the possession within the stipulated period.

27. 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 prescribed rate of the interest @ 10.80% p.a. w.e.f. 06.04.2021 till date of valid offer of possession plus 2 months or actual handing over of possession, whichever is earlier at prescribed rate i.e., 10.80% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G.III. The respondent be directed not to impose any holding charges and maintenance charges till the date of actual handing over the physical possession of the shop.

G.IV. The respondent be directed to remit the payment sum of Rs.2,22,398/- along with interest.

28. The Act mandates under section 11(4)(d), that the developer will be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees.
29. The respondent has obtained part occupancy certificate of the tower in which the units of the complainant are located on 19.07.2024. Thereafter, the respondent to mandated to provide essential services and maintain the building in terms of section 11(4)(d) of the Act, 2016. In view of the above, the complainant is obligated to pay the maintenance charges from the date of offer of possession i.e. 21.08.2024
30. Further, the holding charges or also synonymously referred to as non-occupancy charges become payable or applicable to be paid if the possession has been offered by the builder to the owner/allottee and

physical possession of the unit not taken over by allottee. Therefore, it can be inferred that holding charges is something which an allottee has to pay for his own unit for which he has already paid the consideration just because he has not physically occupied or moved in the said unit.

31. In the case of *Varun Gupta vs Emaar MGF Land Limited, Complaint Case no. 4031 of 2019 decided on 12.08.2021*, the Authority had already decided that the respondent is not entitled to claim holding charges from the complainants at any point of time even after being part of the builder buyer agreement as per law settled by the *Hon'ble Supreme Court in Civil Appeal nos. 3864-3899/2020 decided on 14.12.2020*. The relevant part of same is reiterated as under-

"134. As far as holding charges are concerned, the developer having received the sale consideration has nothing to lose by holding possession of the allotted flat except that it would be required to maintain the apartment. Therefore, the holding charges will not be payable to the developer. Even in a case where the possession has been delayed on account of the allottee having not paid the entire sale consideration, the developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed."

32. Therefore, in view of the above the respondent is directed not to levy any holding charges upon the complainants.
33. Furthermore, the respondent shall not charge anything from the complainants which is not the part of the agreement

G.V. Execute Conveyance Deed

34. The Authority observes that the conveyance has been subjected to all kinds of terms and conditions of agreement and the complainants not

being in default under any provisions of agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. A reference to the provisions of sec. 17 (1) and proviso is also must and which provides as under:-

"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 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."

35. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainant. The respondent is directed to execute the conveyance deed within one months on payment of stamp duty and registration charges as applicable.

H.Directions of the Authority

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

- a. The respondent is directed to pay the interest at the prescribed rate i.e. 10.80 % per annum for every month of delay on the amount paid by the

complainant from the due date of possession i.e., 06.04.2021 till the date of valid offer of possession plus 2 months or actual handing over of possession, whichever is earlier, as per proviso to section 18(1) of the Act read with rule 15 of the rules.

- b. The respondent is directed to issue a revised account statement after adjustment of delay possession charges as per above within 30 days and thereafter the complainants are directed to pay outstanding dues, if any, within 30 days and the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of agreement within next 30 days and if no dues remain outstanding, the possession shall be handed over within four weeks from the date of this order.
- c. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- d. The respondent is directed to executed conveyance deed of the allotted unit after obtaining occupation certificate in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable. 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.
- e. The complainant shall pay the maintenance charges from the date of offer of possession.
- f. The respondent is directed not to levy any holding charges upon the complainant.

- g. The respondent shall not charge anything from the complainant which is not the part of the agreement.
- h. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
37. This decision shall mutatis mutandis apply to both complaints.
38. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
39. File be consigned to registry.



(P S Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.01.2026



(Arun Kumar)

Chairman