

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**Complaint no.: 4586 of 2024 & Ors.  
Date of decision: 27.01.2026

NAME OF THE BUILDER		ILD Millennium Private Limited	
PROJECT NAME		"Grand Centra"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4586/2024	Anjali Jain Vs ILD Millennium Private Limited	Shri Tushar Behmani, Advocate Ms Himani, Advocate
2.	CR/3017/2025	ILD Millennium Private Limited Vs Anjali Jain	Ms Himani, Advocate Shri Tushar Behmani, Advocate
3.	CR/4587/2024	Vivek Singh and Vanita Singh Vs ILD Millennium Private Limited	Shri Tushar Behmani, Advocate Ms Himani, Advocate
4.	CR/3026/2025	ILD Millennium Private Limited Vs Vivek Singh and Vanita Singh	Ms Himani, Advocate Shri Tushar Behmani, Advocate
5.	CR/2234/2025	Hitesh Tuteja Vs ILD Millennium Private Limited & Emperium Infrastructure Private Limited	Shri Tushar Behmani, Advocate Ms Himani, Advocate Ms Tanya for R-2

**CORAM:**Shri Arun Kumar  
Shri P S Saini**Chairman  
Member****ORDER**

1. This order shall dispose of all the 5 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, "**Grand Centra**" being developed by the same respondent/promoter i.e., M/s ILD Millennium Private 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. The details of the 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:

<i>Project Name and Location</i>	<i>"Grand Centra", Sector 37 C, Gurugram, Haryana.</i>
<b>7. Schedule for possession of the said unit</b>	
<i>"..... The company assured to hand over possession of the unit along with ready and complete common area with all specifications, amenities and facilities of the project in place on 28<sup>th</sup> February 2020, unless there is delay....."</i>	
<i>OC: Not on record Offer: Not Offered</i>	

Comp. No.	Date of BBA	Unit no. and area	Total sale consideration and amount paid	Due Date of possession
CR/4586 /2024 clubbed with 3017/2025	27.11.2017 [pg. 35 of complaint]	GCB-0805, Tower- GCB, 8 <sup>th</sup> Floor  1300 sq. ft. [at page 37 of complaint]	TC ₹60,25,500/- [at page no. 43 of complaint] AP ₹26,25,558/- [page no. 22 of complaint]	28.08.2020 [at page 51 of complaint]. <b>Note:</b> A grace period of 6 months is allowed being unqualified.
CR/4587 /2024 clubbed with 3026/2025	18.08.2015 [pg. 46 of complaint]	1005, Tower- GCB, 10 <sup>th</sup> Floor  1300 sq. ft. [at page 60 of complaint]	TC ₹67,15,500/- [at page no. 99 of complaint] AP ₹15,81,400/- [page no. of 25 of complaint]	18.02.2019 [at page 75 of complaint] <b>Note:</b> A grace period of 6 months is allowed being unqualified.
CR/2234 /2025	27.08.2015 [pg. 39 of complaint]	GCB-0405, Tower- GCB, 4 <sup>th</sup> floor [at page 53 of complaint] 1300 sq. ft. [at page 53 of complaint]	TC ₹70,85,900/- [at page no. 92 of complaint] AP ₹15,36,252/- [page no. of 25 of complaint]	27.02.2020 [at page 68 of complaint] <b>Note:</b> A grace period of 6 months is allowed being unqualified.

*Note: In the table referred above certain abbreviations have been used.*

*They are elaborated as follows:*

*TC: Total consideration*

*AP: Amount paid by the allottee(s)*

4. 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.

5. 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/4586/2024 Case titled as Anjali Jain VS ILD Millennium Private 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:**

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

S. No.	Heads	Information
1.	Name and location of the project	Grand Centra, Sector 37 C, Gurgaon, Haryana
2.	Nature of the project	Residential group housing project
3.	Project area	15.4829 acres
4.	DTCP license no.	13 of 2008 dated 31.01.2008
5.	Name of license holder	M/s Jubilant Malls Pvt. Ltd. and 3 others
6.	RERA Registered/ not registered	Registered vide no. 62 of 2017 dated 17.08.2017 valid up to 16.02.2020
7.	Apartment no.	GCB-0805, Tower- GCB, 8 <sup>th</sup> Floor (page no. 37 of complaint)
8.	Unit measuring	1300 sq. ft. (super area)

		{page no. 37 of complaint}
9.	Allotment letter	21.12.2017
10.	Date of agreement for sale	27.11.2017 (page 35 of complaint)
11.	Possession clause	<b>7(i)Schedule for possession of the said unit: .....</b> <i>The company assured to hand over possession of the unit along with ready and complete common area with all specifications, amenities and facilities of the project in place on 28<sup>th</sup> February 2020, unless there is delay.....</i>
12.	Due date of possession	28.08.2020 (as per possession clause)
13.	Total sale consideration	Rs. 60,25,500/- (as per page no. 43 of complaint)
14.	Amount paid by the complainant	Rs. 26,25,558/- (as per CRA at page no. 22 of complaint)
15.	Cancellation letter	23.12.2024 [at page 67 of reply]
16.	Occupation certificate	Not on record
17.	Offer of possession	Not offered

**B. Facts of the complaint:-**

7. The complainants have made the following submissions: -
- That the respondent, M/s ILD Millennium Private Limited, advertised about its new project namely "GRAND CENTRA" on the 15.4829 acres of land, in Sector-37C of the Gurugram. The

respondent painted a rosy picture of the project in its advertisements making tall claims.

- b. That in 2017, the respondent company issued an advertisement announcing a group housing colony project called 'ILD GRAND CENTRA' in a land parcel admeasuring a total area of approximately 15.4829 acres, situated at Sector-37C, Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of units in the said project. The respondent confirmed that the project had got building plan approval from the Authority.
- c. That the complainant while searching for apartment was lured by such advertisements and calls from the brokers of the respondent for buying a house in project. The respondent company told the complainant that the moonshine reputation of the company and the representative of the respondent company made huge presentations about the project and also assured that they have delivered several such projects in the national capital region. The respondent handed over one brochure to the complainant which showed the project like heaven and in every possible way tried to hold the complainant and incited the complainant for payments.
- d. That relying on various representations and assurances given by the respondent company that the competition is round the corner and on belief of such assurances, the complainant, purchased the said apartment in the project by paying an amount of Rs. 60,25,000/-.
- e. That the agreement for sale was executed between the complainant and respondent company on 27.11.2017. As per clause 7.1 of the said agreement dated 27.11.2017, the developer shall endeavor to

- complete the construction of the apartment and hand over the possession on 28.02.2020.
- f. That the complainant was also handed over one detailed payment plan which was construction linked plan. Unfortunately, the dream of owning a unit of the complainant was shattered due to the dishonest, unethical attitude of the respondent. The respondent failed to handover the actual physical possession of the unit which is an inhabitable situation.
  - g. That the respondent has completely failed to honour its promises and has not provided the services as promised and agreed through the lured advertisement, AFS, and the different assurances from time to time. Further, such acts of the respondent are also illegal and against the spirit of the RERA Act, 2016, and HRERA Rules, 2017.
  - h. That the respondent has played fraud upon the complainant and has cheated them fraudulently and dishonestly with a false promise to complete the construction of the project site within a stipulated period. The respondent had further mala-fiddly failed to implement the BBA executed with the complainant. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent are filing the present complaint.
  - i. That the complainant has suffered a loss and damage in as much as they had deposited the money in the hope of getting the unit for residential purposes. They have not only been deprived of the timely possession of the unit but the prospective return they could have got if they had invested in a fixed deposit in a bank. Therefore, the

compensation in such cases would necessarily have to be higher than what is agreed in the agreement for sale.

- j. That the advance maintenance being charged for one year from the complainants by the respondent which is illegal and unjustified and against the law. Further the respondent asked the complainants to sign the indemnity bond as prerequisite condition for handing over of the possession. The complainant raised objection to above said prerequisite condition of the respondent as no delay possession charges was paid to the complainant but respondent instead of paying the delay possession charges clearly refuse to handover to possession if the complainant do not sign the aforesaid indemnity bond. Further, the complainant left with no option instead to sign the same.
- k. That the complainant has never delayed in making any payment and have always made the payment rather much before the construction-linked plan attached to the BBA. Since there was no demand raised by the respondent company after 2017, the further instalments as per the construction linked plan, were not paid. This is because of the reason that the respondent company failed to proceed further with the construction of the project and deliver it as per the terms and conditions envisaged in BBA dated 18.08.2015.
- l. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainant has suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the

provisions of the Act, 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.

- m. That modus operandi adopted by the respondent, from the respondent point of view may be unique and innovative but from the allottees point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.
- n. That as per section 18 of the RERA Act. 2016, the promoter is liable to pay delay possession charges to the allottees of a unit, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. The complainant is entitled to get delay possession charges with interest.

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

8. The complainants have sought following relief:
  - a. To direct the respondent to pay the interest on the total amount paid by the complainant i.e. Rs. 26,25,558/- at the prescribed rate of interest as per RERA from the due date of possession till the date of actual physical possession.
  - b. Direct the respondent to hand over the actual physical possession of the unit booked by the complainant and allotted to them.
  - c. Direct the respondent not to cancel the allotment and create third-party rights.

- d. Direct the respondent not to charge any holding charges, CAM charges, Maintenance Charges, and any other charges that are not part of the BBA.

**D. Reply filed by the respondent:**

9. The respondent has contested the complaint on the following grounds:
  - a. That the respondent had initiated a project namely, "Grand Centra - ILD", located in New Gurgaon, Sector-37, the proposed project was to be an FDI Funded Project, being developed by "ILD Millennium Private Limited", surrounded by green conscious eco-friendly gated complex with 3 tier advance security system. That the Project was duly registered with the Haryana Real Estate Regulatory Authority, and a Registration Certificate of the Project was duly issued to the Respondent on 17.08.2017, bearing No. Regd. 62 of 2017. Thereafter, the Respondent was duly granted Licence No. 13 of 2008 for the development of the concerned Project, under the Haryana Development & Regulation of Urban Areas Act.
  - b. That when the complainant got to know of the proposed development of the project, she, after performing her own due diligence and being completely satisfied with the then status of the project, expressed her interest in getting an allotment and submitted an Application/Booking Form.
  - c. That the respondent had also categorically mentioned in the Application Form that developer, i.e. the respondent herein reserves the absolute right to assign, transfer, or otherwise convey all rights, title, interest, and obligations pertaining to the project, whether wholly or in part, to any third party, at its sole discretion. The

- Application Form further affirms that in the event of such assignment or transfer. Subsequently, the respondent issued a provisional allotment letter dated 21.12.2017 to the complainant, and subsequently, whereby the complainant was tentatively allotted a unit bearing No. 0805 in Tower - GCB, admeasuring 1300 sq. ft. (approximately).
- d. That the respondent mutually entered into an agreement for the sale of the unit with the complainant on 27.11.2017 for the sale of the unit in the proposed project. That the agreement was executed after full disclosure of all project details, terms, and conditions, and was duly accepted and signed by the complainant. That the agreement encapsulated the rights and obligations of the parties. Furthermore, the complainant was well aware and had expressly acknowledged that, under certain circumstances, the then developer had the right to transfer or assign its rights pertaining to the development, marketing, sale, or any other activity concerning the project to a third party.
- e. That as per the agreement executed between the parties, the complainant has made certain payments towards the consideration for the unit. That as per the complainant's ledger account, a total sum of Rs.22,71,046/- has been received from the complainant in respect of the unit.
- f. Thereafter, due to certain financial constraints, the project herein was attached by the Hon'ble High Court of Delhi, in the matter titled "*Assets Care & Reconstruction Enterprise Limited v. International Developers Pvt. Ltd. & Ors.*" Bearing No. OMP (ENF.) (COMM.) 122 of 2022 and the execution of the above-mentioned order passed by the Hon'ble High Court of Delhi is pending before the Ld. Civil Judge,

Gurugram in the case titled "*Piramal Capital & Housing Finance Limited v. International Developers Private Limited & Ors.*", bearing No. CIS No. EXE-80 of 2023, and the Project in question was attached by the Ld. Civil Judge.

- g. That due to acute financial distress and lack of requisite funding, the respondent was constrained to discontinue the development of the project. Consequently, all rights pertaining to development, marketing, and associated interests in the project were duly transferred to another developer. In this regard, the Directorate of Town and Country Planning, Haryana, vide the Letter dated 26.12.2023, approved for the assignment of development and marketing rights in favour of a separate developer.
- h. That the Respondent herein does not fall within the definition of the 'promoter' as per Section (zk) of the RERA Act, 2016 and thus, no relief can be granted against the complainant. Thus, the present complaint is liable to be dismissed on this ground alone.
- i. That subsequent to the unforeseen and unfortunate circumstances, the unit of the complainant was duly cancelled. That the respondent *bonafidely* informed the complainant that any amount invested by her shall be refunded.
- j. That the respondent has acted at all times in good faith and without any intent to defraud the complainant or the other allottees. However, the complainant has deliberately failed to disclose the true and complete facts of the matter and is *malafidely* attempting to portray the Respondent in a negative light before this Authority. The complainant has approached this Authority with unclean hands and

has suppressed material facts, and thus, is not entitled to any relief. Hence, the present complaint is liable to be dismissed.

- k. That the respondent has duly complied with the mandate of Section 15 of the RERA, 2016, whereby the erstwhile promoter of a project is required to procure two-third consent from the allottees of the project being transferred. The respondent in compliance with the provision of Section 15, for the change of the promoter, of the concerned project, issued a notice seeking objections from the allottee. That during the course of proceedings before the Authority in the matter of RERA-GRG-1651-2024, it was submitted that out of 216 units, only 67 units were sold out of which 20 units were duly settled by the respondent.
- l. Thereafter, a Public notice dated 27.06.2024 was issued, seeking objections from the allottees. Thus, the respondent has always acted *bonafidely*, and has duly complied with the directions of the Authority. That the same has been observed by the Authority in the proceeding under RERA-GRG-1651-2024, vide order dated 24.06.2024. The respondent proceeded with the change of developer for the concerned project only after obtaining 2/3<sup>rd</sup> consent from the allottees. Thus, the respondent was well within its rights to proceed with the transfer of the rights for development and marketing of the concerned project to the third-party.
- m. That the change of developer for the concerned project has been approved by the DTCP, Haryana vide memo no LC-1387-II-JE(SK)-2024/11643-48 dated 09.04.2024. Furthermore, the promoter of the concerned project had applied for the registration of the project as

- per the directions of the Hon'ble Delhi High Court order dated 18.10.2023.
- n. That the respondent had duly complied with the direction issued by the Authority and has fulfilled all the mandatory requirements for the valid and absolute transfer of the development/marketing rights, etc., of the project to another developer. Moreover, the Authority has approved the proposed plan for the transfer of such rights in favour of another developer for the concerned project vide order dated 22.07.2024.
- o. That till date, the respondent has duly settled approximately ninety per cent of the claims raised by the allottees, pertaining to the allotment in the concerned project. These settlements have been carried out in good faith and in accordance with the contractual obligations between the Parties. The respondent has taken consistent and *bonafide* measures to address grievances, resolve disputes amicably. That the respondent remains committed to fulfilling its obligations toward the remaining allottees.
- p. That the respondent has further filed a **complaint bearing No. 3017 of 2025, titled 'ILD Millenium Private Limited v. Anjali Jain' before the Authority**, seeking the Authority's intervention to direct the complainant herein to come forward and accept the refund of the amount paid by her. The respondent is no longer the promoter/developer of the project. Therefore, no issue remains to be adjudicated by this Authority in so far as the respondent is concerned. Hence, the present complaint is liable to be dismissed.
- q. That the respondent had executed an agreement with another developer, and under this agreement, the respondent has transferred

- all the marketing and development rights and hence, is not a promoter/developer of the project in question. The respondent has not been engaged in the development of the Project Grand Centra, Sector 37C. The respondent, not being a developer of the project, has no right to allot any space to the complainant.
- r. That the relief sought by the complainant has been rendered infructuous and cannot be given. There remains no right or title or claim in favour of the complainant and hence the present complainant is liable to be dismissed.
- s. That upon the transfer of development and marketing rights in the project, the respondent no longer stands in the capacity of a promoter, and has no right to create any right, title or interest in favour of anyone. Thus, the respondent does not have the capacity to either complete the project or give valid possession of a unit in the project to the complainant.
- t. That such circumstances are governed by the Doctrine of Frustration, and according to the said doctrine, when a contract becomes impossible to perform due to the happening of some unforeseen circumstances which were beyond the control or calculation of the parties involved, the law cannot compel its performance. When such a contract becomes entirely impossible without the fault of the parties, the contract gets dissolved by this doctrine. This doctrine is based on the maxim '*Lex non cogit ad impossibilia*'. The maxim essentially means that "law does not compel the impossible".
- u. That as per Section 65 of the Indian Contract Act provides that once an agreement is discovered to be void, or when it subsequently becomes void, any party who has received any benefit under the

agreement is bound to restore such benefit or compensate for it to the person who provided the benefit. That in the light of the practical impossibility of the present situation, no possession could be handed over to the Complainant, and thus, the present complaint is liable to be dismissed on this ground alone.

10. 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**

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

##### **E.I Territorial jurisdiction**

12. 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**

13. 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;*

*Section 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."*

14. 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 regarding relief sought by the complainants.**

**F.I. To direct the respondent to pay the interest on the total amount paid by the complainant i.e. Rs. 26,25,558/- at the prescribed rate of interest as per RERA from the due date of possession till the date of actual physical possession.**

**F.II. To directed the respondent hand over the actual physical possession of the unit booked by the complainant and allotted to them.**

**F.III. Direct the respondent not to cancel the allotment and create third-party rights.**

**F.IV. Direct the respondent not to charge any holding charges, CAM charges, Maintenance Charges, and any other charges that are not part of the BBA.**

15. 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.

16. It is pertinent to mention here that the respondent-promoter filed another cross-complaint against the allottee titled as "CR/3017/2025 titled as '**ILD Millenium Private Limited v. Anjali Jain**'" to direct the complainant-allottee to accept the refund of the amount paid by the allottee as the

respondent-promoter is no longer the developer of the project, so both cross complaints are dealt together.

17. That due acute financial distress and lack of requisite funding, the respondent was constrained to discontinue the development of the project. All rights pertaining to development, marketing, and associated interests in the project were duly transferred to another developer. The Directorate of Town and Country Planning, Haryana, vide the Letter dated 26.12.2023, approved for the assignment of development and marketing rights in favour of a separate developer.
18. The counsel for the respondent during course of argument states that the respondent-promoter has duly complied with the mandate of Section 15 of the RERA Act, 2016, whereby they required to procure 2/3<sup>rd</sup> consent from the allottees of the project. That in compliance with the provision of Section 15, for the change of the promoter, of the concerned project, issued a notice seeking objections from the allottee. That during the course of proceedings before the Authority in the matter of RERA-GRG-1651-2024, it was submitted that out of 216 units, only 67 units were sold out of which 20 units were duly settled by the respondent. Further, the promoter issued a Public Notice dated 27.06.2024 seeking objections from the allottee.
19. Furthermore, the respondent-promoter applied before DTCP, Haryana and sane project has been approved by the DTCP, Haryana vide memo no LC-1387-II-JE(SK)-2024/11643-48 dated 09.04.2024.
20. The counsel further states that the respondent-promoter is no longer the promoter of the project and the project now stands registered under the name of M/s Emperium Infrastructure Private limited and the respondent is not the collaborator in the new entity.

21. In the present matter the complainant purchased a unit bearing no. GCB-0805, admeasuring 1300 sq. ft. in the project Grand Centra, Sector 37 C, Gurugram. The complainant paid an amount of ₹26,25,558/- against the total sale consideration of ₹60,25,500/-. An agreement was executed between the complainant and the respondent on 27.11.2017 and allotment letter was executed on 21.12.2017 and according to clause 7 of the agreement the respondent was obligated to complete the construction of the project and hand over the possession of the subject unit on or before 28.02.2020 along with grace period of 6 month i.e. 28.08.2020. The occupation certificate for the project has not yet been obtained from the competent Authority.
22. On the other side the counsel for the complainant-allottee states that as per development right agreement dated 12.02.2024 between the respondent-promoter and M/s Emperium Infrastructure Private Limited, 60 units were allotted to respondent-promoter. Operative part of clause 10.1 of the said agreement is reproduced below for ready reference :-

*"in consideration of the absolute and irrevocable grant, transfer and assignment of the development rights by the first party in favour of the developer, first party shall entitle to **receive 60 nos of the residential units/apartments** in the project as set out in para A of schedule IX hereto equivalent to 99,000 (ninety nine thousand) square feet of the saleable area ("first parties share) and the developer shall be entitled and have the absolute, irrevocable right, entitlement and interest over the entire balance units/apartments/saleable area in the project as set out in part -C of Schedule IX ["developer share"]*

23. Furthermore, the counsel for complainant-allottee states that the unit of the complainant figures at serial no. 55 in Schedule 9 Part A of the development agreement dated 12.02.2024. Furthermore, he refers to the order dated 18.10.2023 of the *Hon'ble High Court of Delhi* titled as "*Assets Care and Reconstruction Enterprise Limited Vs. International Developers Pvt. Ltd. & Ors [OMP (ENF.) (COMM)121/2020]*" wherein at para no. 4, it has been recorded as under:-

*"4. With a view to satisfy part of the admitted dues and to discharge the liability of ILD Millenium Pvt. Ltd. (judgment debtor No.2) in the present proceedings, the Applicants have broadly proposed that one Emperium Infrastructure Pvt. Ltd. ["Emperium/Prospective Developer"] be brought in as a developer to jointly undertake the development of the residential project in ILD Green Tower 1".*

24. The Authority further observes that out of 60 numbers of units, the unit of complainant in complaint no. "*CR/4586/2024 titled as Anjali Jain Vs ILD Millennium Private Limited*" figures at **serial no. 55** and in complaint no. "*CR/4587/2024 Vivek Singh and Vanita Singh Vs ILD Millennium Private Limited*" at **serial no.1** in Schedule 9 Part A of the development agreement dated 12.02.2024.
25. Furthermore, the Authority further observes that the unit allotted to the complainant in complaint no. "*CR/2234/2025 titled as Hitesh Tuteja Vs ILD Millennium Private Limited & Emperium Infrastructure Private Limited*" is not exist in Schedule 9 Part A of the development agreement dated 12.02.2024. The Authority as per order dated 18.10.2023 of the Hon'ble High Court as mentioned above, is of view that 60 number of units still exist with the

respondent-promoter to discharge its liability and it is the liability of the promoter to comply with the terms of agreement dated 27.11.2017 read with the joint right development and order of the Hon'ble High Court of Delhi. The respondent-promoter further direct to allot the unit to the complainant from his share (i.e. out of 60 number of units as per agreement dated 12.02.2024) of similar size & similar prize.

26. 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"*

27. Clause 7 of the agreement for sale is reproduced below:-

***7.1 Schedule for possession of the said unit:-***

*The company agrees and understands that timely delivery of possession of the unit to the allottee and the common areas to the association of allottee or the Authority, as the case may be, as provided under the Real Estate act is the essence of the Agreement. The company assures to hand over possession of the unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 28<sup>th</sup> February 2020 unless there is delay or failure due to force majeure events, court order..... "*

*(Emphasis supplied)*

28. **Due date of possession and admissibility of grace period:** As per clause 7 of the BBA, the possession of the allotted unit was supposed to be offered on or before 28.02.2020. As far as grace period is

concerned the same allowed being unqualified. Accordingly, the due date of possession comes out to be 28.08.2020. The Occupation Certificate for the project has not yet been obtained from the competent Authority.

29. **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."*

30. 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;"*

31. 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%.
32. 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 7 of the agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 28.08.2020. However, till date no occupation certificate has been received by respondents and neither possession has been handed over to the allottee till date. 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.

33. 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 @ 10.85% p.a. w.e.f. 28.08.2020 till date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent Authority 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.
34. Further, the respondent shall not charge anything from the complainant which is not the part of the agreement

#### **F.V. Execute Conveyance Deed**

35. 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."*

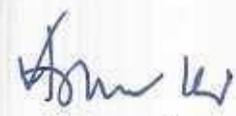
36. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainant. The respondent is directed to execute the conveyance deed within one months after obtaining Occupation certificate from the competent Authority.

#### **G. Directions of the Authority**

37. 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., 28.08.2020 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority 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 hand over the actual physical possession of the unit to the complainants within 2 months after obtaining occupation certificate.

- c. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
- 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 respondent shall not charge anything from the complainant which is not the part of the agreement.
- f. 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.
38. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
39. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
40. File be consigned to registry.

  
**(P S Saini)**  
Member

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 27.01.2026**