

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

<b>Complaint no.</b>	<b>:</b>	<b>1447 of 2024</b>
<b>Date of decision</b>	<b>:</b>	<b>14.11.2025</b>

Vandana Dhingra,  
R/o: - 30, Hari Bagh Colony,  
Panipat, Haryana 132103

**Complainant**

**Versus**

M/s Imperia Structures Ltd.  
**Regd. Office at:-** A-25, Mohan Cooperative  
Industrial; Estate, Mathura Road,  
New Delhi-110044

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Priyanka Agarwal (Advocate)  
Sh. Shubham Mishra (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint dated 27.03.2025 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 under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, 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 of the project	"The Esfera" Phase II at sector 37-C, Gurgaon, Haryana
2	Nature of the project	Group Housing Complex
3	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
4	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others
5	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
6	Unit no.	302, 3 <sup>rd</sup> floor, Tower-D, 1650 sq. ft.
7	Unit area	1650 sq. ft.
8	Date of buyer's agreement	02.01.2013 [on page 39 of reply]
9	Possession clause	<b>10.1. SCHEDULE FOR POSSESSION</b> <i>"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said</i>

		<p><i>building/said apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any of the terms or conditions of this agreement.”</i></p>
10	Due date of possession	02.07.2016
11	Total sale consideration	Rs. 71,29,850 /- (as per BBA on page 45 of the reply)
12	Amount paid by the complainant	Rs. 64,40,569/- [ as per Demand letter dated 12.04.2018 on page 22 of complaint]
13	OC received on	22.11.2024 [on page 87 of reply]
14	Offer of possession	01.02.2025 and 07.05.2025 [on page 91 and 93 of reply]

**B. Facts of the complaint**

3. The complainant has made the following submissions: -

- I. That the complainant is a law-abiding citizen and consumer who has been cheated by the malpractices adopted by the respondent is stated to be a builder and is allegedly carrying out real estate development. Since many years, the complainant being interested in the project because it was a housing project and the complainant had needed his own Home for her family.
- II. That the respondents launched a residential group housing project in the name & style of "Esfera-II" located at Sector 37 Gurugram, and heavily advertised it through mass media.
- III. That the complainant was subjected to unethical trade practice as well as subject of harassment, apartment buyer agreement clause of escalation cost, many hidden charges which will be forcedly imposed on buyer at the time of possession as tactics and practice used by builder in guise of a biased, arbitrary and one sided.
- IV. That on 21.10.2011, based on promises and commitment made by the respondent, complainant booked unit no. 301, floor 3rd, tower d, measuring super area 1650 Sq. Ft. along with 1 covered Car parking space, and paid a booking amount of Rs 5,25,348/-. That the booking amount paid by the complainant is evident from the demand letter dated 12.04.2018.
- V. Thereafter, on 02.01.2013, the respondent to dupe the complainant in their nefarious net even executed apartment buyer agreement dated 02.01.2013 with complainant. That the respondent created a false belief that the project shall be completed in time bound manner and in the

garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainant.

- VI. That as per apartment buyer agreement dated 02.01.2013, clause no. 10.1, the respondents were liable to offer possession on 02.07.2016, however, the respondents failed to do so.
- VII. That the total cost of the said flat as per the apartment buyer agreement is Rs. 71,29,850/- including PLC, other charges and complainant paid total amount against sale consideration of Rs. 64,40,569/- including taxes by the complainant in time bound manner. The amount paid by the complainant is evident from the demand letter dated 12.04.2018.
- VIII. The complainant was absolutely shocked and surprised that the respondents had offered the possession of the complainant's unit on 01.02.2025 after obtaining occupation certificate dated 22.11.2024, wherein the respondent imposed illegal charges, average escalation cost of Rs. 3,06,152.47/- and had also imposed the liability of GST, to the tune of Rs. 2,19,483/-.
- IX. It is crucial to highlight that the due date for possession of the unit was 02.07.2016, which was prior to the enactment of the GST Act. As a result, the complainant is not legally liable to bear the burden of this additional GST liability. Furthermore, the respondent has also demanded an exorbitant and arbitrary amount of Rs. 9,71,752, which is wholly illegal and unjustified.
- X. Additionally, the respondent, without any prior notice or consent from the complainant, unilaterally increased the area of the unit from 1650 sq. ft. to 1815 sq. ft., resulting in an unexpected increase of 165 sq. ft. This increase is neither minor nor negligible; rather, it constitutes a significant change. That the respondent has no legal authority to

- unilaterally alter the unit's area to such an extent without first obtaining the explicit consent of the allottees. Such an action is not only illegal and arbitrary but also a clear violation of the complainant's rights.
- XI. That the offer of possession was invalid as it contains several illegal charges and demand, thus, the complainant was not liable to accept the same.
- XII. That till date, the respondents have failed to hand over possession of the complainant's unit, despite the fact that the project's license expired on 15.07.2024. This raises a significant concern as to how the complainant obtained the occupation certificate in the absence of a valid and subsisting license.
- XIII. Furthermore, it is highly questionable on what legal grounds the respondents continue to collect unauthorized and illegal charges from the complainant. However, the complainant was compelled to sign a one-sided apartment buyer agreement, which contained unfair clauses in favor of the respondents. Despite this, the complainant has already made 90% of the total sale consideration and was left with no choice but to agree to the unilateral terms imposed in the apartment buyer agreement. These include escalation costs, force majeure clauses, an arbitrary due date for possession, preferential location charges, club charges, and other hidden costs. It is pertinent to mention that the complainant has fully complied with the terms of the agreement and has not committed any breach. On the contrary, it is the respondents who have failed to uphold their commitments, thereby causing undue hardship to the Complainant.
- XIV. That as per clause 10.1 of the apartment buyer agreement dated 02.01.2013, the respondent was liable to handover the possession of

the complainant's unit within a period of three and half years from the date of execution of agreement, thus, the due date of possession comes out to be 02.07.2016.

- XV. That the license issued by the competent authority was already expired and till date the respondent has not applied for revalidation of license & approval till date.
- XVI. That as the booking and allotment of the apartment was done more than a decade ago and the due date of possession as per apartment buyer agreement was of 02.07.2016 which was prior to the coming into force of the gst act, and it is submitted that the complainant is not liable to give extra tax amount to the respondent and the respondent is also liable pass on anti-profiteering benefit to the complainants.
- XVII. That the respondent has indulged in all kinds of tricks and blatant illegality in booking and drafting of apartment buyer agreement with a malicious and fraudulent intention and caused deliberate and intentional huge mental and physical harassment of the complainant and her family as the due date of possession as promised by the builder was 02.07.2016, however, despite giving offer of possession dated 01.02.2025, the respondent has deliberately failed to give physical possession of the unit. Respondent has rudely and cruelly dashed the savored dreams, hopes and expectations of the complainant to the ground and the complainant is eminently justified in seeking delay possession charges from the due date of possession i.e. 02.07.2016 to till date of physical possession of the unit.
- XVIII. That keeping in view the snail paced work at the construction site and half-hearted promises of the respondent, the chances of getting physical possession of the assured unit in near future seems bleak and that the

same is evident of the irresponsible and desultory attitude and conduct of the respondent, consequently injuring the interest of the buyers including the complainant who has spent his entire hard earned savings in order to buy this home and stands at a crossroads to nowhere. That the inconsistent and lethargic manner, in which the respondent conducted its business and their lack of commitment in completing the project on time, has caused the complainant great financial and emotional loss.

**C. Relief sought by the complainant**

4. The complainant has sought following relief(s).
  - a) I request Authority to direct the respondent to immediately hand over the legal physical possession of unit in habitable condition with all amenities mentioned in brochure, after adjustment of delayed possession charges in the last demand.
  - b) I request to authority to issue direction to respondent to pay the delayed possession charges on paid amount of Rs. 64,40,569/- along with pendent elite and future interest from the due date of possession, i.e., 02.07.2016 to till actual physical possession
  - c) I request the Authority to direct the respondent to execute conveyance deed in favour of the complainant.
  - d) I request the Authority to direct the respondent to quash the one-sided clauses from BBA.
  - e) I request the Authority to direct the Respondent not to impose any illegal charges on the complainant.
  - f) I request the Authority to direct the respondent not to impose the burden of GST on the complainant as the due date of possession was of 02.07.2016, i.e., before the implementation of GST Act.

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.**

- i. That it is false that the complainant was lured in the said agreement and it is submitted that the complainant, after making independent enquiries and only after being fully satisfied about the project, had approached the respondent company for booking of a residential Unit in respondent's project 'The Esfera' located in Sector-37-C, Gurugram, Haryana. The respondent company provisionally allotted the unit bearing No. D 301 in favor of the complainant for a total consideration amount of Rs. 74,50,487/-, including applicable tax and other charges and opted the construction linked payment plan on the terms and conditions mutually agreed by the complainant and the respondent company.
- ii. That the respondent company entered into builder-buyer agreement dated 02.01.2013 with the complainant in interest of the booked unit. it is pertinent to mention that the bba duly covers all the liabilities and rights pertaining to both the parties involved.
- iii. That the complainant's allegation that the bba was signed under force and compulsion is not only factually incorrect but also a deliberate attempt to mislead this Authority and malign the reputation of the respondent company. It is submitted that the complainant, of her own volition and with full knowledge and awareness, approached the respondent company with the express intent of purchasing a unit in the respondent's esteemed project. She

willingly made the requisite payments and coordinated for the execution of the BBA. The agreement was duly signed by the complainant on each and every page without any protest, objection, or indication of duress at any point.

- iv. It is further submitted that entering into the BBA was a necessary and voluntary step taken by the complainant in furtherance of her own desire to purchase the said unit. Now, merely to avoid her contractual obligations and to cast aspersions on the conduct of the respondent, the complainant is attempting to falsely claim that the agreement was executed under coercion. Such an afterthought is clearly an abuse of process, devoid of any merit, and deserves to be outrightly rejected.
- v. It is further submitted that the amount referred to by the complainant as the total consideration is misleading, as it excludes the applicable taxes. The complainant has incorrectly alleged that the stated amount includes all charges, whereas the taxes have been levied strictly in accordance with prevailing government norms and statutory requirements. It is crucial to highlight that the applicable taxes are clearly and explicitly mentioned in clause 2 of the BBA, which the complainant duly executed. Therefore, the said taxes have been levied strictly in accordance with the provisions of the builder buyer agreement as well as applicable governmental laws. As a result, the total sale consideration amounts to Rs. 74,50,487/-, which the complainant is contractually bound to pay.
- vi. It is pertinent to mention that the occupancy certificate for the tower in which the complainant's unit is situated was duly obtained

on 22.11.2024, after complying with all legal and regulatory requirements.

- vii. It is further submitted that the complainant has incorrectly alleged that the license of the project had expired, and by doing so, has indirectly cast aspersions on the legitimacy of the OC granted by the competent authority. Such an allegation, though veiled, essentially questions the authority and competence of the statutory body that issued the OC after due verification and satisfaction of all regulatory compliances.
- viii. It is further submitted that the respondent company duly issued the offer of possession to the complainant vide letter dated **01.02.2025**. The complainant has alleged that the said letter is invalid on the grounds that it includes certain payment heads such as increased area charges, escalation charges, and GST. However, it is pertinent to clarify that each of these heads has been specifically detailed and agreed upon under the bba, which the complainant voluntarily executed after full understanding and without any protest. These charges are contractually binding and in full compliance with applicable laws and norms. It is also important to highlight that the possession letter was issued only after the grant of the OC, and thus, is entirely valid and lawful.
- ix. That payment of consideration amount as and when asked for is a necessary consideration and obligation which was supposed to be fulfilled by the Complainant. The BBA executed between the parties have clearly depicted the intention of the Respondent Company with respect to schedule of payment.

- x. That the complainant was again reiterated about her dues of Rs. 18,98,763/- vide letter dated 07.05.2025. It is pertinent to mention that the complainant herself opted for the construction linked payment plan, under which payments are to be made in accordance with the completion of specific stages of construction. As per the said plan, an amount of Rs. 4,27,910/- became due at the time of offer of possession. This outstanding amount was duly communicated to the complainant vide letter dated 07.05.2025.
- xi. It is pertinent to note that the complainant has alleged that the super area of the unit was unilaterally increased from 1650 sq. ft. to 1815 sq. ft. However, this allegation is entirely baseless and misleading. The increase in area was duly and transparently communicated to the complainant on multiple occasions, vide letters dated 07.09.2021, and 28.03.2022, well before the issuance of the occupancy certificate. The respondent has scrupulously complied with this provision. It is pertinent to mention that the increase in area falls exactly within the permissible limit as per the BBA. That initially the super area was 1650 sq. ft., and the revised area is 1815 sq. ft., reflecting an increase of 165 sq. ft., which constitutes precisely 10%, within the scope allowed under the BBA.
- xii. Accordingly, the additional demand of Rs. 6,77,985/- raised towards the increased area is entirely lawful and contractually justified. The complainant's attempt to mischaracterize the increase as "substantial" or "unauthorized" is nothing but an afterthought and a deliberate distortion of the facts and contractual terms, with the intent to evade financial obligations clearly outlined and accepted under the BBA.

- xiii. Further, it is pertinent to mention that the complainant was duly served with letters, which explicitly outlined the applicable escalation charges. Furthermore, the justification for the escalation charges is duly supported by the BBA. Specifically, clause 1.2 of the agreement expressly provides that the price of the apartment is based on the cost of labour and materials as of 21.10.2012. It further stipulates that any increase or decrease in the cost of materials or labour shall be recoverable or payable by the complainant, a provision to which the complainant has explicitly consented.
- xiv. That it is further submitted that the escalation in labour and material charges is the direct cause for the imposition of the escalation charges. That the escalation has occurred as a result of inflationary pressures, which have led to an increase in the costs of labour and materials required for the construction and development of the project. This increase, being beyond the control of the respondent, has been explicitly accounted for in the bba, under which the complainant has agreed to bear any additional costs arising from fluctuations in the prices of labour and materials. Moreover, to ensure transparency in the calculation of such escalation charges, the respondent has detailed the methodology for determining these costs in annexure G of the BBA. Therefore, the escalation charges amounting to Rs. 5,80,214/- which are being levied are a necessary and justified consequence of these inflationary changes.
- xv. Furthermore, as stated above, the complainant is contractually bound to pay all applicable taxes, which have been clearly stipulated

in the BBA. Accordingly, the amount of Rs. 2,19,483/- towards taxes is lawful, justified, and fully in accordance with the terms of the BBA.

- xvi. Therefore, the allegation that the demands raised are illegal is completely unfounded, as all terms and conditions, including the demands, are clearly and explicitly set forth in the BBA, which the complainant duly executed after fully reviewing and understanding its contents. Consequently, it cannot be claimed that the said charges are unfounded and illegal.
- xvii. It is pertinent to mention that the complainant hasn't approached this Authority with clean hands or with bona fide intentions and the same is depicted in her actions as she has not paid the outstanding instalments in time and it must be noted that till this day a large sum of amount is pending to be paid by the complainant, despite numerous reminders which were issued to the complainant by the respondent company.
- xviii. That despite numerous reminders, the complainant failed to comply by the obligations she willingly agreed to. Rs. 18,98,763/- is still due to be paid by the complainant. That delay was caused in completion of construction of the said project due to certain unforeseeable circumstances.
- xix. It is submitted that according to the BBA, Force Majeure provides for both shortage of building material and labour required, along with providing for unforeseeable events which make the construction impossible to be carried out.
- xx. Furthermore, a petition under Section 7 of the Insolvency and Bankruptcy Code, 2016, bearing CP (IB)-1787(PB)/2018, was filed

before the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi by certain petitioners against the Respondent. The said proceedings, which commenced in the year 2018, remained pending for an extended period and continued to adversely affect the Respondent's operations and reputation. Ultimately, the Hon'ble Tribunal, vide its order dated 07.12.2022, was pleased to allow the withdrawal of the said petition.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

***Section 11.....***

*(4) The promoter shall-*

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the relief sought by the complainant.**

**F.I I request Authority to direct the respondent to immediately hand over the legal physical possession of unit in habitable condition with all amenities mentioned in brochure, after adjustment of delayed possession charges in the last demand.**

**F.II I request to authority to issue direction to respondent to pay the delayed possession charges on paid amount of Rs. 64,40,569/- along with pendent elite and future interest from the due date of possession, i.e., 02.07.2016 to till actual physical possession**

**F.III I request the Authority to direct the respondent to execute conveyance deed in favour of the complainant.**

**F.IV I request the Authority to direct the respondent to quash the one-sided clauses from BBA.**

**F.V I request the Authority to direct the Respondent not to impose any illegal charges on the complainant.**

**F.VI I request the Authority to direct the respondent not to impose the burden of GST on the complainant as the due date of possession was of 02.07.2016, i.e., before the implementation of GST Act.**

11. On 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.
12. From the record, it is observed that the complainant was allotted a residential unit bearing no. 302, Tower-D, admeasuring 1650 sq. ft. in the project namely "The Esfera" Phase-II, Sector-37C, Gurugram, and an apartment buyer agreement dated 02.01.2013 was executed between the parties. As per clause 10.1 of the said agreement, the possession of the unit was to be handed over within a period of three and half years from the date of execution of the agreement.
13. Accordingly, the due date of possession of the unit comes out to be 02.07.2016. It is an admitted position on record that the occupation certificate in respect of the project was obtained much later on 22.11.2024 and thereafter offer of possession was issued in the year 2025. Thus, there has been a substantial delay in completion of the project and offering of possession beyond the agreed timeline, the complainant has paid a substantial amount towards the sale consideration.
14. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under :-

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

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, — .....*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

15. **Due date of handing over of possession:** The due date of possession is being calculated as per the possession clause 10.1 of the Agreement

to sell dated 02.01.2013. Therefore, the due date of possession comes out to be which shall be 02.07.2016 (date of agreement to sell + three and half years).

16. **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.*

17. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
18. 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., 14.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
19. 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

20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
21. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession till 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 section 18(1) of the Act of 2016 read with rule 15 of the rules.
22. The authority observes that the respondent-promoter has obtained occupation certificate of the said project from the competent authority on 22.11.2024 Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject unit to the complainant complete in all respect as per specifications mentioned in BBA and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.
23. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

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

**G. Directions of the authority**

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

- i. The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 02.07.2016 till 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 section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The respondent/promoter shall handover possession of the flat/unit and execute conveyance deed 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, within three months after obtaining occupation certificate from the competent authority.
- iii. The arrears of such interest accrued from 02.07.2016 till the date of order by the authority 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 promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iv. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.
- v. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement.
- vi. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
26. Complaint as well as applications, if any, stand disposed off accordingly.
27. Files be consigned to registry.

Dated: 14.11.2025



**Arun Kumar**  
**Chairman**

Haryana Real Estate Regulatory  
Authority, Gurugram