

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

**Complaint no.:** 1772 of 2025 &  
1773 of 2025  
**Date of decision:** 13.01.2026

NAME OF THE BUILDER		Citra Properties Limited	
PROJECT NAME		"Indiabulls One 09"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1772/2025	Ravinder Kumar Vs Citra Properties Limited	Shri Mandeep Sehra, Advocate And Shri Pulkit Thareja Advocate
2.	CR/1773/2025	Sudhir Singh & Ravinder Kumar Vs Citra Properties Limited	Shri Mandeep Sehra, Advocate And Shri Pulkit Thareja Advocate

**CORAM:**  
Shri Arun Kumar

**Chairman**

**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/1772/2025 titled as Ravinder Kumar 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 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:

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.	Provisional Allotment letter	09.01.2018 (page no. 22 of complaint)	28.11.2018 (page no. 30 of complaint)
7.	Date of agreement for sale	29.08.2019 (page 26 of complaint)	29.08.2019 (page 41 of complaint)
8.	Unit no.	Office 501, Tower-1A, 5 <sup>th</sup> Floor (page 28 of complaint)	Office 511, Tower-1A, 5 <sup>th</sup> Floor (page no. 42 complaint)
9.	Unit area	1014 sq. ft. (page 28 of complaint)	1436.82 sq. ft. (page 42 of complaint)
10.	Possession clause	<p><b>7.Possession of the unit</b></p> <p><i>The Promoter agrees and understands that timely delivery of possession of the Unit alongwith parking to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to handover possession of the Unit by <b>30th November 2020</b>, unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate Project.</i></p>	
11.	Due date of possession	<p>30.05.2021</p> <p>(grace period allowed in both complaint)</p> <p>(as per possession clause)</p>	

12.	Total sale consideration	Rs. 1,03,90,369/- (page 28 of complaint)	Rs. 1,46,30,858/- (page 42 of complaint)
13.	Amount paid by the complainant	Rs.72,96,775/- (as per SOA dated 05.12.2025 at page no. 31 of reply)	Rs. 1,02,94,372/- (as alleged by complaint at page no. 24 of complaint)
14.	Payment plan	Time linked plan	
15.	Occupation certificate	Not obtained as per DTCP site	
16.	Offer of possession	Not offered	

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

6. The complainants have made the following submissions: -
  - a. That the complainant namely Ravinder Kumar had moved an application bearing application no. 7400459 dated 20.11.2018 and booked an office space bearing no. **Office 501** having carpet area of 1014.08 sq. feet on 5<sup>th</sup> Floor of Tower no. 1A in the project namely "Indiabulls One 09". The complainant had paid a sum of Rs. 2,00,000/- vide cheque dated 20.11.2018 in favour of respondent. The cheque was duly encashed in the account of respondent.
  - b. That thereafter, the respondent had issued Provisional Letter of Allotment of Office at Indiabulls One 09, Sector 109, Gurugram bearing Ref. no. IBC/109/HR/0331/01/2019 dated 09.01.2018 mentioning in it that office (commercial space bearing Unit no. Office 501 in Tower 1A situated at 5<sup>th</sup> floor having carpet area measuring 1014.08 sq. ft. was allotted to the complainant.
  - c. That on 29.08.2019 an agreement for sale in respect of property no. Office 501, Indiabulls One 09 was executed between the respondent and

- complainant which was got registered vide registration bearing no. 6000 dated 29.08.2019 with Sub Registrar, Kadipur, Gurugram Haryana.
- d. That the respondents had issued letter dated 11.10.2022 alongwith invoice dated 11.10.2022 in respect of intimation of instalment of unit mentioning that total receivable amount was Rs. 72,73,228 and the respondent had received till that time an amount of Rs. 31,17,100/- and the balance amount of Rs. 41,56,128/- was outstanding, due and payable by the complainant to the respondent till that time. The respondent also sent applicant's ledger dated 18.10.2022. The complainant paid an amount of Rs. 41,56,128/- vide cheque bearing no. 030073 for Rs.11,56,128/- and Rs.30,00,000/- vide cheque bearing no. 030074 dated 26.10.2022 both drawn on Yes Bank Ltd., Delhi payable at New Delhi, in favour of respondent. The cheques were encashed in the account of respondent.
- e. That the complainant telephonically as well as through mails requested to complete the construction as soon as possible as well as to handover the possession of the office/unit in question to the complainant and also to pay the delay charges or to adjust the delay charges in the upcoming demands but the respondent dilly dallied the matter on one pretext or the other and neither paid the delayed charges to the complainant nor agreed to adjust the delayed charges in the upcoming demand. However, in the mail dated 22.09.2023 the respondent had a given assurance that the construction of the unit is in full swing and the same shall be handed over to the complainant by the end of 2<sup>nd</sup> quarter of 2024.
- f. That thereafter the respondent had issued letter dated 06.06.2024 mentioning in it that the total receivable amount was Rs.72,93,183/- and the total amount received by the respondent from the complainant till

06.06.2024 was Rs. 72,73,228/- and hence demanded the due amount of Rs. 19,955/- from the complainant. The complainant paid a sum of Rs. 23,547/- vide cheque bearing no. 030079 dated 13.06.2024 drawn on Yes Bank, Payable at New Delhi to the respondent and the cheque was encashed in the account of respondent and the respondent issued receipt bearing no. 4153 dated 13.06.2024 which was sent to the complainant through mail on 30.07.2024.

- g. That when the complainant visited the office of respondent and reminded to the employees of respondent that they had to deliver the possession of the unit in question to the complainant in the 2<sup>nd</sup> quarter of 2024 as they promised, and asked the status of construction of his unit but the respondent did not provide the status of unit and did not respond properly. The respondent sent letter dated 27.11.2024 through mail informing notice of force majeure event and extension of completion date due to GRAP and for extension of possession date.
- h. That as per the registered agreement of sale bearing vasika no. 6000 dated 29.08.2019, the respondent had to deliver possession of the unit to the complainant on 30.11.2020.
- i. That similarly the complainant is entitled to receive the delayed charges from the respondent as mentioned in clause 7.3 of the registered agreement. The respondent proposes to offer the possession of the unit to the allottee by 30.11.2020 from the date of booking/signing of agreement (commitment period) and the allottee further agrees and understands that the company shall additionally be entitled to period of grace period after the expiry of said commitment period to allot for an unforeseen delay beyond the control of the company. As per clause 7.3, if the allottee fails to take possession of the unit by the end of grace period,

it shall be liable to pay to the company compensation calculated @ Rs. 8/- per sq. feet of the area (delay compensation) for every month of delay until the actual date fixed by the company for handing over the said possession of the unit/ office to the allottees. Similarly, the complainant is entitled to receive an amount of Rs. 8/- per sq. feet as delayed charges from the company. The complainant is entitled to compensation/ delay charges w.e.f. 30.11.2020 till the handing over of actual possession of the unit. Some of the clauses in the Agreement that the complainant/Buyers were made to sign by the respondent are one sided. The complainant had signed already prepared documents and that some of the clauses contained therein were totally unreasonable and in favor of the respondent only.

- j. That till date the respondent has received an amount of Rs.72,96,775/-. No dues are to be paid by the complainant as per payment plan annexed with the Agreement of sale. Certain amount is to be paid by the complainant to the respondent on receipt of occupation certificate/offer of possession. There is no default in payment by the complainant to the respondent as per payment plan. The complainant has already fulfilled his obligation of registered agreement of sale but the respondent has miserably failed to fulfil its obligation as per the registered agreement of sale. Notice of offer of possession has not been given by the respondent to the complainant till date. There is an unreasonable delay of about 52 months in offering possession of the unit by the respondent to the complainant. If there is delay in handing over the possession of the office/ unit then the complainant has liberty either to take possession of the office/Unit or to seek refund of its amount with interest and delayed compensation.

k. That despite receiving of all payment of the demands raised by the respondent for the unit and despite repeated requests and reminders over phone calls and personal visits of the complainant, the respondent sent demand notice for illegal demands which were never agreed and also are not the part and parcel of the agreement which clearly shows that ulterior motive of the respondent to extract money from the innocent people fraudulently.

l. That the registered agreement of sale in respect of the unit in question clearly reflects that in case of delay of taking possession by the allottee, the respondent shall charge delayed charges @Rs.8/- per sq. ft. per month. That on the ground of parity and equity the complainants are entitled to possession and delayed charges with same rate of interest which the respondent has charged from the complainants i.e. at the rate of 18% interest per annum with effect from the date of payment till actual recovery. The act and conduct of the respondent have caused a lot of mental pain, agony and harassment besides huge financial loss to the complainants.

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

7. The complainants have sought following relief:

- a. To direct the respondent to hand over the possession from the respondent as early as possible as the construction has already been completed.
- b. To direct the respondent to pay delay possession charges for every month of delay at prevailing rate of interest.
- c. The respondent shall not charge anything from the complainant which is not part of Agreement.

- d. Compensation for mental agony, harassment and loss incurred to the complainant.
- e. Litigation Cost

**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 present complaint is not maintainable at this stage, as the possession delivery date has not yet arrived in terms of the BBA and the provisions of the Real Estate (Regulation and Development) Act, 2016. The complaint is premature and liable to be dismissed, as no violation has been committed by the respondent.
  - d. That vide registration certificate dated 22.01.2025, the Haryana Real Estate Regulatory Authority Gurugram issued a fresh Registration Certificate/Extension Letter, wherein the date of completion was extended upto 31.05.2026 on account of the force majeure events. Hence, in terms of the Registration Certificate/Extension Letter, no claim or grievance can be raised prior to the said 31.05.2026. Hence, the complaint, having been instituted before the expiry of the agreed timeline, is premature, misconceived, and liable to be dismissed at the very threshold.
  - e. That the complaint is not maintainable either in law or on facts. The complainant booked the unit in question with the respondent on 20.11.2018. The complainant, after assessing the financial viability of the

- project and its potential monetary benefits, willingly purchased the unit from the respondent.
- f. That the complainant was fully aware of the construction status of the project and, despite such knowledge, voluntarily purchased the said unit. Consequently, the agreement to sell was entered into between the parties on 29.08.2019.
- g. That out of the total sale consideration of Rs.1,03,90,369/- the complainant has paid an amount of Rs.72,96,775/- till date.
- h. That the complainant booked the unit with a speculative intent, with the sole objective of investment and deriving monetary gains therefrom. The complainant, after conducting his own market research, purchased the unit for the purpose of maximizing commercial benefits. However, due to the ongoing recession in the real estate market, the complainant is now making bald and baseless allegations against the respondent through the complaint, solely with the intent to harass the respondent.
- i. That the time limit under clause 7 of the agreement is subject to conditions laid down in the clause of the agreement. 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 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 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. The development and implementation of the project have been hindered on account of several orders/directions passed by various authorities/forums/courts.

- j. 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-1 (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.

- k. 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.1 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 29.08.2019 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 30.11.2020. 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 30 of the agreement dated 20.03.2013 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 30.05.2021.

**G. Findings regarding relief sought by the complainants.**

- G.I. To direct the respondent to hand over the possession from the respondent as early as possible as the construction has already been completed.**
- G.II. To directed the respondent to pay delay possession charges for every month of delay at prevailing rate of interest.**

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. Office 501, tower-1A, 5<sup>th</sup> floor, admeasuring 1014 sq. ft. in the project Indiabulls One 09, Sector 109, Gurugram. The complainant paid an amount of Rs.72,96,775/- against the total sale consideration of Rs. 1,03,90,369/-. An agreement was executed between the complainant and the respondent on 29.08.2019 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 by 30<sup>th</sup> November, 2020.

The occupation certificate for the project has not yet been obtained 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 7 of the agreement for sale is reproduced below:-

***7.Possession of the unit***

*The Promoter agrees and understands that timely delivery of possession of the Unit alongwith parking to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to handover possession of the Unit by 30th November 2020, unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate Project."*

*(Emphasis supplied)*

20. **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 within a stipulated timeframe i.e. by 30<sup>th</sup> November, 2020. 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 30.05.2021. The occupation certificate for the project has not yet been obtained 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(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. The relevant section is reproduced below:

*“(z) “interest” means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*(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., 13.01.2026 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(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.
25. Therefore, interest on the delay payments, if any from the complainant 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 7 of the agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 30.05.2021. 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.

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. 30.05.2021 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.

**G.III. The respondent shall not charge anything from the complainant which is not part of Agreement.**

28. The respondent shall not charge anything from the complainant which is not the part of the agreement.

**G.IV. Execute Conveyance Deed Compensation for mental agony, harassment and loss incurred to the complainant.**

**G.V. Litigation Cost.**

29. 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.
30. That Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors.** has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and

the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

#### **G.VI. Execute Conveyance Deed**

31. 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."*

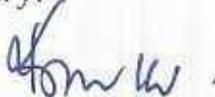
32. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainant. The respondent is directed to execute the conveyance deed within one months after obtaining Occupation certificate from the competent Authority.

### H.Directions of the Authority

33. 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., 30.05.2021 (*The due date of possession has been inadvertently mentioned as 30.11.2020 in POD dated 13.01.2026*) 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.
34. This decision shall mutatis mutandis apply to both complaints.
35. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
36. File be consigned to registry.

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 13.01.2026