

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

Complaint no.: 5508 of 2024
Order pronounced on: 06.01.2026

Susanta Kumar Sahoo

R/o: Flat no.108, Tower-K, The Courtyard by Trisara
(Our Homes 3), Near Chungi No. Sohna, Gurugram.

Complainants

Versus

M/s Arete India Projects Pvt Ltd.

Registered office at: 14a/36, W.E.A, Karol Bagh,
New Delhi.

Respondent

CORAM:

Shri. Arun Kumar
Shri. Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Susanta Kumar Sahoo

Complainant in
person

Ms. Tanya (Advocate)

Respondent

Ex-Parte Order

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

provisions of the Act or the Rules and regulations made thereunder or to the allottees 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of the project	" Our Homes 3"
2.	Project location	Village -Sohna, Sector-6, Sohna, Gurugram.
3.	Nature of project	Affordable Group Housing
4.	DTCP License	License no. 75 of 2014
5.	Project Area	6.00625 acres
6.	RERA registered/not registered	Registered Vide registration no. 180 of 2017 Dated-01.09.2017
7.	Date of sanction of building plans	01.02.2016
8.	Date of grant of Environmental Clearance	30.09.2016
9.	Unit no.	K-108, Floor-1 st , Building/Tower no.-K (As on page no. 20 of complaint)
10.	Unit measuring	344.27 sq.ft. [Carpet Area] alongwith one two wheeler parking site admeasuring 0.8m x 2.05m (As on page no. 20 of complaint)
11.	Date of execution of Builder developer agreement	15.02.2016
12.	Possession clause	Clause 1(iv) of Affordable Hosuing policy, 2013 Within 4 years from the date of sanction of building plans or

		environmental clearance, whichever is later.
13.	Due date of possession	30.09.2020 [Calculated 4 years from the date of grant of Environmental Clearance, the same being later.]
14.	Basic sale consideration	Rs. 12,39,354/- (As per Final Statement of Account on page no. 48 of complaint)
15.	Total amount paid by the complainant	Rs.12,57,522.37/- (As per Final Statement of Account on page no. 48 of complaint)
16.	Occupation certificate	21.03.2022 (As on page no. 56 of complaint)
17.	Offer of possession	28.03.2022 (As on page no. 46 of complaint)
18.	Conveyance Deed	20.05.2022 (As on page no. 18 of complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the representatives of respondent approached the complainants and showed a promising image of an affordable group housing project namely "Our Homes" situated at Village -Sohna, Sector-6, Sohna, Gurugram being developed by the respondent i.e., M/s. Arete India Projects Pvt. Ltd.
- II. That the respondent allotted an apartment bearing no. K-108 on First Floor in tower/building no. K admeasuring Carpet Area of 344.27sq.ft. alongwith a two wheeler parking site.
- III. Thereafter, the parties entered into an Apartment Buyer's Agreement on 15.02.2016. The Basic sale consideration of the unit was Rs. 12,39,354/- and the complainant has paid an amount of Rs. 12,57,522.37/-.

IV. That the respondent obtained the Occupation certificate in respect of the project on 21.03.2022 from the competent authorities. Thereafter, the respondent offered possession of the unit to the complainant on 28.03.2022. The Conveyance deed was executed in favour of the complainant on 20.05.2022.

V. The cause of action is continuous one and still subsisting, hence the present complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief:

- i. Direct the respondent to pay interest on the amount paid by the complainant on account of the delay in offering possession of the unit along with interest.

5. Vide proceedings dated 09.04.2025, the respondent was directed to file reply within a period of three weeks in the registry with an advance copy to the complainant. The respondent failed to put in appearance on 09.04.2025, 08.10.2025, 26.11.2025. Neither did the respondent appeared nor filed reply despite several opportunities. Thus, vide proceedings dated 26.11.2025, the respondent was proceeded against ex-parte.

6. 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 those undisputed documents and oral as well as written submissions made by the parties.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

8. 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 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.

D.II Subject matter jurisdiction

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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;

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.

E. Findings on the relief sought by the complainants.

E.I. Direct the respondent to pay interest on delayed possession from the due date till the possession date.

11. In the present complaint, the complainant intend to continue with the project and is seeking delayed possession charges.

12. In the present case, the complainant had applied for booking a unit in the Affordable Housing project namely "Our Homes 3" being developed by the respondent. The complainant was allotted a unit bearing no. K-108, on 1st Floor in Tower-K, admeasuring area 344.27 sq.ft of carpet area alongwith one two-wheeler parking site. Thereafter, the Agreement For Sale was executed

on 15.02.2016 inter-se parties for a sale consideration of Rs.12,39,354/- against which the complainant had paid an amount of Rs.12,57,522.37/-.

13. Vide proceedings dated 26.11.2025, the respondent was proceeded ex-parte. However, vide proceedings dated 06.01.2026, Ms. Tanya , Advocate appeared on behalf of the respondent and filed Power of Attorney as well as a copy of resolution passed by the Board of Directors and further submitted that neither notice has been issued to the respondent nor the copy of the complaint has been received and requested to supply a copy of the complaint. However, the Authority observes that notice has been served on the respondent's address. Also, the respondent failed to file any application to quash the ex-parte order dated 26.11.2025.

14. The Authority observes that the Occupation certificate has been obtained by the respondent from the competent authorities on 21.03.2022 and offered possession to the complainant on 28.03.2022 and thereafter, executed in favour of the complainant on 20.05.2022. In order to comprehend the relationship between the allottee and the promoter, it is essential to understand the definition of a "deed." A deed is a formal, written document that is executed, signed, and delivered by all parties involved in the contract, namely the buyer and the seller. It is a legally binding document that incorporates terms enforceable by law. For a sale deed to be valid, it must be written and signed by both parties. Essentially, a conveyance deed involves the seller transferring all rights to legally own, retain, and enjoy a particular asset, whether immovable or movable. In the present case, the asset in question is immovable property. By signing a conveyance deed, the original owner transfers all legal rights pertaining to the property to the buyer in exchange for valid consideration, typically monetary. Thus, a "conveyance deed" or "sale deed" signifies that the seller formally transfers all authority and ownership of the property to the buyer.

15. That the execution of a conveyance deed transfers only the title and interest in the specified immovable property (in this case, the allotted unit). However, the conveyance deed does not terminate the relationship between the parties or absolve the promoter of their obligations and liabilities concerning the unit, despite the transfer of title and interest to the allottee upon execution of the conveyance deed.
16. The allottees' have invested their hard-earned money and there is no doubt that the promoter has been enjoying benefits of and the next step is to get the title perfected by executing the conveyance deed which is the statutory right of the allottees. Also, the obligation of the developer-promoter does not end with the execution of a conveyance deed. Therefore, in furtherance to the Hon'ble Apex Court judgement and the law laid down in case titled as ***Wg.Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020***, the relevant paras are reproduced herein below:

"34 The developer has not disputed these communications Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into the pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their rights to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their titles to the flats for which they have paid valuable consideration. In this backdrop, the simple question which we need to address is whether a flat buyer who espouses a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position in which the NCDRC has espoused. We cannot countenance that view.

35. The flat purchasers invested their hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeing a Deed of conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."

17. The Authority has already taken a view in **Cr. No. 4031/2019** and others titled as ***Varun Gupta V/s Emaar MGF Land limited and others*** and observed that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the subject unit and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act.

18. Upon reviewing all relevant facts and circumstances, the Authority determines that the complainants/allottees retain the right to seek compensation for delays in possession from the respondent-promoter, despite the execution of the conveyance deed.

19. Due date of handing over possession and admissibility of grace period:
As per clause 1(iv) of the Affordable Housing Policy, 2013 the respondent was obligated to handover possession of the unit to the complainant within four years from the date of sanction of Building plans or grant of Environmental Clearance, whichever is later.

Clause 1

(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the „date of commencement of project“ for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.

[Emphasis supplied]

20. 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]

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.

21. The legislature in its wisdom in the subordinate legislation under the 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.

22. 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., 06.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

23. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

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

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

24. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainant as per the terms and conditions of the agreement dated 15.02.2016. Accordingly, it is failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to handover the possession within the stipulated period.

25. 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. due date of possession i.e., 30.09.2020 till valid offer of possession plus two months, after obtaining of 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.

F. Directions of the authority

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

- i. The respondent is directed to pay the interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.80% p.a. w.e.f. due date of possession i.e., 30.09.2020 till valid offer of possession plus two months after obtaining the 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.

27. Complaint stands disposed of.

28. File be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.01.2026



HARERA
GURUGRAM