

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

**Complaint no.** : 4713 of 2024  
**Date of decision** : 31.10.2025

Sanjay Kumar Purohit  
R/o- Flat-601, Tower-66B, Emaar Palm  
Hills, Sector-77, Gurugram.

**Complainant**

Versus

M/s. Green Heights Projects Private  
Limited.

**Regd. office:** - N-71, Panchsheel Park,  
New Delhi-110017.

**Respondent**

**CORAM:**  
Arun Kumar

**Chairman**

**APPEARANCE:**  
Garvit Gupta (Advocate)  
Harshit Batra (Advocate)

Complainant  
Respondent

**ORDER**

1. This complaint has been filed by the complainant/allottees 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 provision 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Banni Centre Point"
2.	Location of the project	Sector-M1D, Urban Complex, Village-Nakhnaula, Sector-M-1D, Tehsil-Manesar, Gurugram.
3.	Nature of the project	Commercial Colony
4.	DTCP license no.	59 of 2009 dated-26.10.2009
5.	Registered/not registered	Registered Vide registration no. 187 of 2017 dated-14.09.2017
6.	Allotment letter	01.12.2014 (As on page no. 25 of complaint)
7.	Office/Shop/Commercial space/Food Court no.	GF-019, Ground Floor (As on page no. 25 of complaint)
8.	Area of the unit	437 sq. ft. [Super Area]
11.	Commercial Space Buyer's Agreement	Not executed
12.	Possession clause	<b>Not available</b>
13.	Due date of possession	01.12.2017 (Calculated as per Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018- SC); MANU/SC/0253/2018 From the date of allotment letter i.e. 01.12.2014
14.	Sale consideration	Rs.33,65,899/- (as per reminder letter on page 29 of complainant)
15.	Total amount paid by the complainant	Rs.13,84,395/-

		(as per reminder letter on page 29 of complainant)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

## B. Facts of the complaint

3. The complainant has made the following submissions: -

- i. That the complainant is a simple, law abiding and peace-loving person. The complainant has throughout acted as per the terms of the allotment, rules and regulations and the provisions laid down by law and no illegality whatsoever has been committed by him in adhering to his contractual obligations. The booking has been made by the complainant and the payments have been made by him with all the efforts and hope to fulfil the dream of his family of having his own commercial space to have a secured lie.
- ii. That the respondent is a company incorporated under the Companies Act, 1956 having its registered office at the above-mentioned address and existing under the Companies Act, 2013. The respondent is comprised of several clever and shrewd types of persons. The respondent now does not enjoy good reputation at all and has cheated many innocent people like the complainant.
- iii. That as per Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the respondent falls under the category of 'Promoter' and is bound by the duties and obligations mentioned in the said Act and is under the territorial jurisdiction of this Authority.
- iv. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the complainant falls under the category of 'allottee' and have rights under the Act.



- v. That the respondent offered for sale units in a commercial colony known as 'Baani Centre Point' which claimed to comprise of commercial units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector M1D, Gurugram, Haryana. The respondent also claimed that the DTCP, Haryana had granted license bearing no. 59 of 2009 on a land area of about 2.681 acres in Village Lakhnaula, Tehsil Manesar, Gurugram to its associates companies for development of a Commercial Colony in accordance with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder in 1976.
- vi. That the complainant received a marketing call from the office of respondent in the month of December, 2012 for booking in residential project of the respondent, 'Baani Centre Point', situated at Sector M1D, Gurugram. The complainant had also been attracted towards the aforesaid project on account of publicity given by the respondent through various means like various brochures, posters, advertisements etc. The complainant visited the sales gallery and consulted with the marketing staff of the respondent. The marketing staff of the respondent painted a very rosy picture of the project and made several representations with respect to the innumerable world class facilities to be provided by the respondent in their project. The marketing staff of the respondent also assured timely delivery of the unit.
- vii. That the complainant, induced by the assurances and representations made by the respondent, decided to book a commercial unit in the project of the respondent as the complainant required the same in a

time bound manner for his own use. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the possession of the commercial unit to be allotted to the complainant would be positively handed over within the agreed time frame. It was also confirmed by the representatives of the respondent that the payment plan in question would be 'development linked plan'. The complainant signed several blank and printed papers at the instance of the respondent who obtained the same on the ground that the same were required for completing the booking formalities. The complainant was not given chance to read or understand the said documents and he signed and completed the formalities as desired by the respondent.

- viii. That the respondent vide the allotment letter dated 01.12.2014 allotted a shop no. GF-019 having a super area of 437 sq. ft. at the rate of Rs 7,500/- per sq. ft. It is pertinent to mention herein that at the time of booking, it was promised and assured by the respondent to the complainant that the agreement would be executed in a short span of time and the said unit would be handed over to the complainant by 30.09.2017.
- ix. That despite several efforts made by the complainant, the respondent failed to communicate with the respondent with respect to the status of the construction of the project and failed to execute the agreement in question. The respondent subsequently kept on raising the payment demands, from the complainant and the complainant continued to make the said payments as and when demanded by the respondent without any delays or defaults. However, no construction update was ever given to the complainant by the respondent. By the



meantime, the complainant understood that the representations made by the respondent at the time of booking of handing over the physical possession of the unit was nothing but misleading as even after 3 years of booking, the construction of the unit was nowhere near completion and even the basic requirement of any allotment i.e. the buyer's agreement was not even executed.

- x. That it is very important and pertinent to mention herein that the complainant always wanted to inspect the location of the allotted unit and had requested the representatives of the respondent several times in meetings and through telephonic conversations to allow her to do the same. However, the respondent kept on making excuses and did not allow the complainant to inspect the location of the unit in question. That the complainant visited the project site of the respondent in the month of December, 2015 to enquire about the construction status and execution of the agreement in question. The complainant was finally allowed to inspect the project site and she was in complete shock to see that the payment demands being raised were not at all corresponding to the actual ground reality. Furthermore, the location of the shop which was initially allotted to the complainant was completely changed by the respondent without any information/consent from the complainant. It was evident that the respondent had demanded the payment only to somehow illegally extract the amount from the complainant when in reality, no such development had even taken place.
- xi. It is pertinent to mention herein that at the time of booking, it was represented by the respondent company that the project would consist of retail units at ground floor, first floor, second floor and

restaurants with terrace dining on 2nd floor on some blocks. Moreover, it is evident from a bare perusal of the payment plan of the allotted unit that the concept of lower and upper ground floor was never in existence. The complainant had accordingly made the booking taking into consideration the said layout along with the floor plans which were shared by the respondent with the complainant in the brochure of the project. However, the actual ground reality is altogether different. when the complainant went to inspect the project site, he realized that the respondent has added another floor in the project and is now referring the same as 'lower ground floor'. Furthermore, the location of the unit allotted to the complainant which was originally located facing front side of the project was now unilaterally shifted towards back side of the project. it is pertinent to mention herein that the respondent has unilaterally, after making the booking, completely altered the layout and the floor plans of the project without taking the written consents of the allottees of the project and without any approval from the statutory authorities. That the complainant specifically informed to the respondent that she would not make any payment towards the total sale consideration and the remaining payment would be made only after an agreement which was as per the provisions of Real Estate (Regulation and Development) Act, 2016 is executed with her by the respondent. The respondent however, paid no heed to the requests and concerns of the complainant and despite the said requests, the respondent failed to execute an agreement with the complainant.

- xii. That despite several efforts made by the complainant, the respondent failed to communicate with the respondent with respect to the status

of the construction of the project and failed to execute the agreement in question. The respondent subsequently kept on raising the payment demands, from the complainant and the complainant continued to make the said payments as and when demanded by the respondent without any delays or defaults. The respondent vide its demand letter dated 20.12.2016 raised the payment demand against 'on casting of 1<sup>st</sup> basement roof slab'. However, no construction update was ever given to the complainant by the respondent. By the meantime, the complainant understood that the representations made by the respondent at the time of booking of handing over the physical possession of the unit was nothing but misleading as even after 3 years of booking, the construction of the unit was nowhere near completion and even the basic requirement of any allotment i.e. the buyer's agreement was not even executed.

- xiii. That the complainant specifically informed to the respondent that she would not make any payment towards the total sale consideration and the remaining payment would be made only after an agreement which was as per the provisions of Real Estate (Regulation and Development) Act, 2016 is executed with her by the respondent. The respondent however, paid no heed to the requests and concerns of the complainant and despite the said requests, the respondent failed to execute an agreement with the complainant.
- xiv. That the respondent informed the complainant that the respondent was in the process of finalizing the buyer's agreement and would be soon sent to the complainant for execution and the same would be executed with the complainant before 30<sup>th</sup> May, 2017. However, no such agreement was ever received by the complainant from the



respondent. The complainant made vocal his objections to the arbitrary and wrong acts of the respondent. The complainant again visited the office of the respondent and enquired about the status of the execution of the agreement and reallocation of the unit to the location which was initially agreed upon by the complainant with the respondent. The respondent categorically assured the complainant that the agreement would be executed in some time and the respondent would be fair in dealing with the complainant. Since, the complainant had already parted with a substantial sum of money, the complainant had no other option but to believe the representations and assurances of the respondent.

- xv. That it is pertinent to mention herein that as per Section 13 of the Real Estate (Regulation and Development) Act, 2016, the respondent could not have even demanded any payment of more than 10% of the total sale consideration prior to the execution of the agreement in question and hence the demand letters as mentioned above are null, void being against the law. The complainant repeatedly requested the respondent for execution of a commercial space buyer's agreement. The respondent vide its letter dated 20.07.2017 intimated to the complainant that it is executing the agreement with respect to the unit in question. However, to the surprise of the complainant, no copy of the agreement formed part of the letter dated 20.07.2017.
- xvi. That since the time period to handover the possession stated by the respondent in the commercial space buyer's agreement executed between the respondent and a similarly placed allottee had lapsed and on account of non-execution of the agreement for the said unit,

the complainant requested the respondent telephonically, and by visiting the office of the respondent to update them about the date of handing over of the possession and about the execution of the agreement in question. The representatives of the respondent assured the complainant that the possession of the unit at the original location would be handed over to her very shortly as the construction was almost over. The respondent has continuously been misleading the allottees including the complainant by giving incorrect information and timelines within which it was to hand over the possession of the unit to the complainant. The respondent/promoter had represented and warranted at the time of booking that it would deliver the commercial unit of the complainant to her in a timely manner. However, the failure of the respondent company has resulted in serious consequences being borne by the complainant.

- xvii. That the complainant specifically made it clear to the respondent that he will not be making any more payments to the respondent against the said unit till the time an agreement is executed between the complainant and the respondent. The respondent had admitted its fault and again assured the complainant that the said agreement would be executed between the complainant and the respondent soon. However, despite the said assurances, the respondent sent several reminder letters to the complainant for the due instalments. Moreover, the complainant had paid an amount of Rs 13,84,395/- out of the total sale consideration of Rs 40,33,073/-. The said fact is evident from the reminder letters shared by the respondent.
- xviii. That the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of

booking. There is an inordinate delay of 77 months calculated upto august, 2024 and till date the possession of the allotted unit at the original location has not been offered by the respondent to the complainant. The non-completion of the project is not attributable to any circumstance except the deliberate lethargy, negligence and unfair trade practices adopted by the respondent/promoter. The respondent has been brushing aside all the requisite norms and stipulations and has accumulated huge amount of hard-earned money of various buyers in the project including the complainant and are unconcerned about the possession of the unit despite repeated assurances.

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

4. The complainants have sought following relief(s):
  - i. To handover the possession of the unit, in a habitable state, after obtaining the Occupation Certificate from the concerned authorities.
  - ii. To execute a commercial buyer's agreement with the complainant as per Haryana RERA Rules, 2017.
  - iii. To execute the conveyance deed of the allotted unit in favour of the complainant.
  - iv. To not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the agreement.
  - v. Pass an order imposing penalty on the builder on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the complainant.
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.**

6. The respondent has contested the complaint on the following grounds:

- i. That the commercial relationship between the parties revolves around a commercial unit in the project. That upon gaining knowledge of the Project, the complainant being an investor, sought to apply for a provisional unit in the Project by submitting an application form dated 10-04-2013. That the terms of the booking were categorically, willingly and voluntarily agreed by the complainant.
- ii. That the said request of allotment was accepted by the respondent, subject to such terms and conditions as came to be agreed between the parties and hence, the aforementioned provisional unit bearing tentative number G-019 tentatively admeasuring 437 sq. ft. was allotted.
- iii. That thereafter, the respondent requested for details of allottees for execution of buyer's agreement and upon non receipt of the same, requested for such information via letters dated 11.11.2016 and 20.07.2017. a subsequent reminder letter has also been issued by the respondent on 21.08.2019 stating that the space buyer's agreement for the captioned unit has been sent to the complainant for signing on 20.07.2017, however the same has not been returned till date for the execution of the agreement.
- iv. That from the beginning of the implementation of the project, there have been various intervening circumstances, beyond the control and apprehension of the respondent that have affected this commercial relationship between the parties. For ease of reference all the factors

and events having a direct effect on the project have been delineated herein below. For a detailed comprehension, the events having a direct effect on the jural relationship between the parties has been diving into 4 categories:

<b>Category I:</b>	Period between 06.04.2004 and 23.04.2015	The events that transpired under this category show that there was not one event that could have been pre-conceived by the Respondent and neither was there any event / default on part of the Respondent that has led to the subsequent stay and the departmental delays.
<b>Category II:</b>	Period between 24.04.2015 and 13.03.2018 (hereinafter referred to as <b>Zero Period I</b> )	Due to the pendency of the proceedings before the Hon'ble Supreme Court, a stay was affected over the project land, however, permission was granted to Paradise to approach DTCP to seek clarifications qua the applicability of stay over the project in question. During this time, the company was in constant follow up with DTCP (enforcement) with respect to grant of necessary permissions concerning the project.
<b>Category III:</b>	Period Between 14.03.2018 and 12.10.2020	After the removal of the stay by the Hon'ble Supreme Court, continuous follow ups were made by the Respondent regarding the grant of pending permissions. The Respondent herein is seeking the grace of this period as the entire time was utilised in following up with the concerned departments.
<b>Category IV:</b>	Period Between 13.10.2020 – 21.07.2022 (hereinafter referred to as the <b>Zero Period II</b> )	The Project was under injunction by the Hon'ble Supreme Court due to an application filed by HSHDC.
<b>Category V:</b>	Period from 22.07.2022 till Date	The Respondent is seeking the benefit of this period as a grace period from this Id. Authority. The entire list of

		events ex facie show that the Respondent has been left at the mercy of the competent department and has been entangled in the procedural requirements and departmental delays due to no fault whatsoever on part of the Respondent.
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- v. That the project land had become a part of certain land acquisition proceedings by the State. The following detailed list of dates, shows the detailed events that have transpired relating such land acquisition proceedings, within the period falling in the aforesaid categories:

S. No.	CATEGORY	DATE	EVENTS
1	<b>CATEGORY I:</b>  The events that transpired prior to the effect of the Hon'ble Supreme Court's orders over the Project. This shows the required permissions for the project were obtained in a timely fashion.	06.04.2004	Paradise Systems Pvt. Ltd. purchased 2.681 acres of land in the village Lakhnaula by registered sale deeds; hence Paradise Systems Pvt. Ltd. is the landowner of the project in question (hereinafter referred to as " <b>Paradise</b> ")
		07.04.2024	
2		27.08.2004 24.08.2007	A notice was issued by Haryana Govt, industries Department under Section 4 of Land Acquisition Act, 1894 for acquiring land admeasuring 912 acres 7 Marlas from village Manesar, Lakhnaula and Naurangpur, Tehsil & Dist Gurugram for setting up Chaudhari Devi Lal Industrial Township. Paradise's Land fell under the above mentioned 912 acres. The land acquisition proceedings were withdrawn by the State Government on 24.08.2007
3		09.09.2007	Paradise entered into a collaboration agreement with the erstwhile developer - Sunshine Telecom Services Pvt. Ltd. Paradise granted the 'absolute developmental right' of land for construction of commercial office space to Sunshine.



4		20.09.2007	Haryana State Industrial & Infrastructure Development Corporation (hereinafter referred to as the " <b>HSIIDC</b> ") proposed to constitute an Inter Department Committee to submit a report with recommendations regarding issuance of fresh acquisition.
5		26.10.2009	Paradise had obtained license for of land measuring 2.681 acres situated at village Lakhnaula Manesar MID, from the Town and Country Planning Department, Govt. of Haryana (hereinafter referred to as the " <b>DTCP</b> ") vide License No. 59/2009 dated 26.10.2009, being valid up to 25.10.2013. The license was granted for the development of the Project in question.
6		29.01.2010	The report of the interdepartmental committee was submitted and the said report was duly endorsed by HSIIDC. The State Government in Industries and Commerce Department decided to close the acquisition proceedings in view of the recommendations of the Inter Departmental Committee.
7		30.03.2013	Paradise alleged that Sunshine did not adhere to the terms of the collaboration agreement. Paradise claims to have refunded all amounts received by it and annulled that transaction by deed dated 30.03.2013.
8		30.03.2013	Paradise thereafter entered into a collaboration agreement with Green Heights projects Pvt. Ltd. (the <b>Respondent</b> herein) for the development of the Project in question.
9		22.05.2013	The <i>bonafide</i> of the Respondent is evident from the fact that in order to comply with the then applicable guidelines and regulations, the Respondent paid the entire External Development Charges and

			Internal Development Charges (EDC & IDC) to the DTCP.
10		01.04.2014	Paradise was granted the NOC for Height clearance from the Airports Authority of India.
11		23.07.2014	The building plans for the development of the Project in question were approved by DTCP.
12		17.10.2014	Environment clearance was granted for construction of the commercial project in question.
13		24.04.2015	The said Land became the subject of the proceedings before the Hon'ble Supreme Court in a case titled <i>Rameshwar &amp; Ors. vs. State of Haryana &amp; Ors.</i> bearing Civil Appeal No. 8788 of 2015. The Hon'ble Apex Court, vide its order dated 24.04.2015 in the <i>Rameshwar</i> Case, stayed the construction on the said land with effect from 24.04.2015, which was eventually affected till 12.03.2018. Notably, on 24.04.2015, the Project land, <i>inter alia</i> , became the subject land in the legal proceedings in the <i>Rameshwar</i> Case.
14		27.04.2015	Pursuant to the directions passed by the Apex Court, the DTCP directed all Owners/Developers to stop construction in respect of the entire 912 Acres of land which included our Real Estate Project Baani Center Point vide letter dated 27.04.2015.

15	<b>CATEGORY II:</b>  <b>ZERO PERIOD I</b>  Due to the pendency of the proceedings before the Hon'ble Supreme Court, a stay was affected over the project land, however, permission was granted to Paradise to approach DTCP to seek clarifications qua the applicability of stay over the project in question. During this time the company was in constant follow up with DT P (enforcement) with respect to grant of necessary permissions	21.08.2015	Paradise approached the Hon'ble Supreme Court of India for the clarification of the stay order as to whether order dated 24.04.2015 was applicable to the land and license no. 59 of 2009. Paradise contended that their land was distinct from the land involved in the Rameshwar case. The Hon'ble Supreme Court directed Paradise to seek clarifications from DTCP, designating the DTCP as the appropriate authority to issue orders in the matter.
16		25.08.2015 08.01.2016	Paradise approached DTCP on 25.08.2015 for clarification and stated that the land owned by Paradise doesn't fall within the ambit of the Rameshwar case. Paradise had also issued a reminder dated 08.01.2016 to DTCP for the clarification being sought.
17		15.01.2016	In the meanwhile, the permissions and approvals, previously granted qua the project had expired and hence, Paradise had also requested DTCP for renewal of the permissions. Paradise also submitted an application for transfer of license and change in developer, in favour of Green Heights Projects Pvt. Ltd.
18		20.04.2016	That Paradise approached DTCP vide various representations however DTCP did not take any decision as the matter was pending in the Supreme Court. It was further represented by DTCP that the original files in respect of land portions of



	concerning the project.		entire 912 acres have been taken by Central Bureau of Investigation (hereinafter referred to as the "CBI") of all the projects and till original files are returned by CBI, DTCP will not be in a position to provide clarification in respect of various representations.
19		13.09.2016 (receiving dated 14.09.2016 ) 21.10.2016 (receiving dated 25.10.2016 ) 01.02.2017 (Received on 02.02 .2017)	Paradise again wrote to DTCP to retrieve the original files from CBI. It was informed that in the writ petition filed seeking retrieval of the original files, directions for handing back of the original files as already passed. It was requested that such retrieval be done and DTCP should process the pending application for renewal and transfer of License and sanction of revised building plans.  Due to the non-action part of DTCP, multiple reminders and representations were written by Paradise with a <i>bonafide</i> attempt towards the completion of the project.
20		27.03.2017	Paradise then approached Punjab and Haryana High Court for directions to CBI to handover original files in respect of the project of Green Heights and the High Court by order dated 27.03.2017 noting the handover.
21		09.05.2017	Paradise approached DTCP to issue BR-III for revised building plans stating that the conditions of the in-principle approval have been complied with.
22		07.08.2017	Paradise again approached DTCP to issue BR-III for revised building plans.
23		2015-2017	Despite various efforts and representatives DTCP did not clarify about the status of land and license of Paradise thus the order of the Supreme Court de-facto remained applicable on the said project.

24		14.09.2017	After the implementation of the RERA Act, the Real Estate Project Baani Center Point was registered under RERA Act 2016 and Haryana RERA Rules 2017. The project was registered on 14.09.2017 vide registration no. 187 of 2017.
25		23.10.2017	Paradise wrote to DTCP detailing all the facts and events that have led to the present situation and again requested the DTCP to issue BR-III revised building plans. It was also highlighted that the delay in issuance of BR III is also delaying the service plan estimates and fire scheme approvals.
26		27.11.2017	Paradise requested DTCP to consider the period during which the no construction order is in frame, as the cooling period and extend the license accordingly.
27		15.12.2017	DTCP wrote to Paradise that the final approval for sanction of building plans on BR-III will be issued only after the Hon'ble Supreme Court of India removes the restrictions imposed for not raising further construction in the area.
28		12.03.2018	The stay of supreme court was lifted and the project Baani Center Point was not included in tainted projects.

29	<b>CATEGORY III:</b>  After the removal of the stay by the Hon'ble Supreme Court, continuous follow ups were made by the Respondent regarding the grant of pending permissions. The Respondent herein is seeking the grace of this period as the entire time was utilised in following up with the concerned departments	14.03.2018	Paradise wrote to DTCP that the order dated 12.03.2018 has clarified that lands transferred/purchased prior to 24.08.2004 are not governed by the directions being given by Hon'ble Supreme Court which only pertain to lands transferred/purchased between the period from 27.08.2004 till 29.01.2010 only. The land owned by Paradise stands excluded from the dispute as the land was purchased on 06.04.2004 and 07.04.2004. Paradise requested DTCP to consider the period as Zero Period and requested for the renewal of the license and issue BR-III.
30		23.07.2018	Paradise approached DTCP for renewal of license to begin construction which was granted to them on 23.07.2018. That while renewing the license the entire period of 24.04.2015 till 12.03.2018 was exempted as Zero period by DTCP.
31		01.07.2019	The HSIIDC filed an application in the Hon'ble Supreme Court of India dated 01.07.2019 in the matter of Rameshwar & Ors. Vs. State of Haryana & Ors. to include the land of Paradise developed by Green Heights in the award dated 26.08.2007, being Application for Clarification of Final Judgment dated 12.03.2018 passed by the Supreme Court.



32		31.08.2019 13.09.2019	DTCP has passed an order dated 31.08.2019 stating that the renewal and transfer of license of Paradise and approval of revised building plan will be processed only after clarification is given by the Hon'ble Supreme Court on the application filed by HSIIDC. The intimation of this order was received from DTCP vide letter dated 13.09.2019.
33	<b>CATEGORY IV:</b>	13.10.2020	The Hon'ble Supreme Court through its order dated 13.10.2020 granted injunction on further construction and creating third party rights of projects to the said case including project Baani Center Point.
34	<b>ZERO PERIOD II</b>  The Project was under injunction by the Hon'ble Supreme Court due to an application filed by HSIIDC	21.07.2022	Through the judgment dated 21.07.2022 in <i>Rameshwar Case</i> , the stay on construction was cleared by the Hon'ble Supreme Court of India with directions to Green Heights for payment of Rs. 13,40,50,000/- (Rupees Thirteen crores forty lakhs and fifty thousand only) as additional cost of land payable to HSIIDC @ Rs. 5 crores per acre. This order was passed by the Hon'ble Supreme Court after considering the development status of the project, amount received from the allottees, and to protect the interest of the allottees.
35	<b>CATEGORY V:</b>  The Respondent is seeking the benefit of this period as a grace period from this Id. Authority. The entire list of events ex facie	25.07.2022 (Receiving dated 26.07.2022 )  04.08.2022 (Receiving dated 05.08.2022 )	Paradise approached DTCP to issue BR-III for revised building plans as the land owned by Paradise shall be excluded from the deemed award after depositing a sum of 13,40,50,000/- to HSIIDC. It was highlighted that DTCP had previously (vide its letter dated 15.12.2017) stated that any application of the Project will be processed only after the restrictions imposed by Hon'ble Supreme Court were removed. Due to such acts of DTCP, there had been

	show that the Respondent has been left at the mercy of the competent department and has been entangled in the procedural requirements and departmental delays due to no fault whatsoever on part of the Respondent.		<p>many delays in getting the necessary permissions. It was intimated that no such restriction is effective now and hence, DTCP was requested to process the following:</p> <ul style="list-style-type: none"> <li>• Renewal of license no. 59 of 2009;</li> <li>• Application dated 07.09.2020 with request to consider the period between 23.07.2018 till 21.07.2022 as cooling / zero period as no approvals were granted;</li> <li>• BR-III for revised building plans which were approved on 22.02.2017</li> <li>• Grant of approval of transfer of license and change of developer</li> </ul>
36		04.08.2022	<p>Green Heights filed an application for extension of the RERA registration under section 7 sub clause 3 dated 04.08.2022 which is awaited.</p>

37	16.11.2022 14.12.2022	In complete compliance of the order passed by the Hon'ble Supreme Court, and with an intent to complete the development of the Project, Green Heights projects Pvt. Ltd. paid the amount ₹ 13,40,50,000/- from its own resources on 16.11.2022 and requested for confirmation of such compliance.  HSI IDC wrote to Green Heights confirming the amount 13,40,50,000/- received in HSI IDC account and that Green Heights has complied with the orders of Hon'ble Supreme Court.
38	15.12.2022 (Receiving dated 16.12.2023 )	Paradise approached DTCP to issue BR-III for revised building plans as the sum of 13,40,50,000/- was deposited by Green Heights to HSI IDC and now the land was excluded from the deemed award.
39	05.01.2023 (Receiving dated 11.01.2023 )	Paradise approached DTCP to process the pending applications for transfer of license.
40	02.09.2023 (Receiving dated 04.09.2023 )	Paradise again approached DTCP to process the pending applications for renewal and transfer of license and issuance of BR-III.
41	03.10.2023	Paradise vide letter dated 03.10.2023 again approached for renewal of license no. 59 of 2009 and grant of approval for transfer of license and change of developer.
42	17.10.2023 23.10.2023	DTCP renewed the license no.59. of 2009 up to 21.01.2025. DTCP granted Zero Period from 23.07.2018 to 21.07.2022. BR III was also issued.
43	31.10.2023	Paradise vide letter dated 31.10.2023 again approached DTCP for grant of



			pending approval of transfer of license no. 59 of 2009 and change of developer.
44		20.02.2024 04.04.2024	<p>The Hon'ble Supreme Court had directed the enforcement directorate to inquire about the projects falling within the purview of the subject matter. While following up from DTCP, it came within the knowledge of Green Heights Projects Pvt. Ltd. that DTCP is awaiting clearance from the enforcement directorate before proceeding towards the grant of pending permissions.</p> <p>Taking matters in its own hands, Green Heights Projects Pvt. Ltd. approached the enforcement directorate seeking a closer report.</p>
45		15.04.2024 17.05.2024 (Receiving dated 20.05.2024) 03.06.2024	<p>Paradise has been approaching DTCP, time and again, seeking the issuance of the pending permission for change of developer and transfer of license. Highlighting the urgency of the matter, it was informed that the project has been completed and around 400 customers are awaiting the possession.</p> <p>As part of the proactive approach of the company, Paradise also conveyed DTCP of the relevant email ids that need to be addressed while seeking clarifications from the enforcement directorate.</p>
46		26.11.2024	<p>Paradise again wrote to DTCP. It was highlighted that while DTCP allowed the BR III on 26.10.2023 and had also renewed the license, no further approvals were granted. It was highlighted that the project is complete and requested for grant of pending approvals.</p>

47		As on date	The approval for transfer of license and change of developer is pending at the department's end, due to no fault of the Respondent or Paradise.
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- vi. That at the outset, as per the contents of the complaint, the issue at hand arises out of the alleged delayed construction, however, it is most vehemently noted that there has been no effective delay in the present circumstance, the details of which have been noted in the following paragraphs. It is submitted that the entire project, along with other land parcels, were entangled with the land acquisition proceedings, as noted above. However, at every stage and instant, the respondent had, communicated the complainant, of all the updates of the matter. For instance, reference may be given to the letters dated 26.03.2021, 26.07.2022, and 06.12.2022 which show that the respondent had duly informed the complainant about the injunction over the project, the resumption of the construction works, and the imposition of additional fee of 13.4 crore upon the respondent.
- vii. That it was not only through such letters, but the respondent company has always been in touch with the purchasers to keep them updated of the construction status and the status of the pending proceedings. That upon gaining knowledge of the same, and being well aware of the continuation of these proceedings, Ms. Poonam Sharma had never expressed any disagreement with the same, rather, had been supportive of the diligent efforts being made by the respondent.
- viii. That the Hon'ble Supreme Court in the matter titled *Rameshwar & Ors. vs. State of Haryana & Ors.* bearing Civil Appeal No. 8788 of 2015 vide its order dated 24.04.2015 stayed the construction on the project land

for the period between 24.04.2015 till 12.03.2018. In lieu of the same, DTCP on 23.07.2018, exempted the period from 24.04.2015 till 12.03.2018 as 'Zero Period I'. That the said period of Zero Period I amounts to a period of 1054 day.

- ix. That although the project land was freed by the Hon'ble Supreme Court in *Rameshwar (Supra)*, however, HSIIDC filed an application seeking clarification and inclusion of project land in the Award. During this period, the Hon'ble Supreme Court had again effective an injunction on further construction from 13.10.2020. The said application was dismissed with directions of payment of Rs. 13.405 Cr to HSIIDC vide order dated 21.07.2022. Considering all the facts, the DTCP renewed License No. 59 of 2009 up till 21.01.2025 and granted 'Zero Period II' for the period of 23.07.2018 to 21.07.2022. That the said period of Zero Period II amounts to a period of 1460 days. On the addition of Zero Period I, Zero Period II, the total number of days covered under zero period comes out to be 2,514 days i.e. 6 years, 10 months, 3 weeks and 3 days.
- x. That an amount of Rs.13.4 Cr has already been imposed upon the respondent, which the respondent had rightly and timely, discharged. Only minimal works to ensure the upkeep of the construction already carried prior to imposition of the Supreme Court order were carried out.
- xi. That apart from the requirement of the permissions, as noted above, the real estate industry faced other force majeure circumstances from 2015 to 2023. Some of which, are detailed hereunder:

S. No	Date of order	Directions	Period of Restriction	Days affected	Comments



1.	07.04.2015	National Green Tribunal had <b>directed that old diesel vehicles (heavy or light) more than 10 years old would not be permitted to ply on the roads of NCR, Delhi.</b> It has further been directed by virtue of the aforesaid order that all the registration authorities in the State of Haryana, UP and NCT Delhi would not register any diesel vehicles more than 10 years old and would also file the list of vehicles before the tribunal and provide the same to the police and other concerned authorities.	7 <sup>th</sup> of April, 2015 to 6 <sup>th</sup> of May, 2015	30 days	The aforesaid ban affected the supply of raw materials as most of the contractors/ building material suppliers used diesel vehicles more than 10 years old. The order had abruptly stopped the movement of diesel vehicles more than 10 years old which are commonly used in construction activity. The order had completely hampered the construction activity.
2.	19.07.2016	National Green Tribunal in O.A. No. 479/2016 had directed that no stone crushers be permitted to operate unless they operate consent from the State Pollution Control Board, no objection from the concerned authorities and have the Environment Clearance from the competent Authority.		30 days	The directions of NGT were a big blow to the real estate sector as the construction activity majorly requires gravel produced from the stone crushers. The reduced supply of gravels directly affected the supply and price of ready-mix concrete required for construction activities.
3.	08.11.2016	National Green Tribunal had directed all brick kilns operating in	8 <sup>th</sup> Nov, 2016 to	7 days	The bar imposed by Tribunal was absolute. The order had

		NCR, Delhi would be prohibited from working for a period of 2016 one week from the date of passing of the order. It had also been directed that no construction activity would be permitted for a period of one week from the date of order.	15 <sup>th</sup> Nov, 2016		completely stopped construction activity.
4.	07.11.2017	Environment Pollution (Prevention and Control Authority) had directed to the closure of all brick kilns, stones crushers, hot mix plants, etc. with effect from 7 <sup>th</sup> Nov 2017 till further notice.		90 days	The bar for the closure of stone crushers simply put an end to the construction activity as in the absence of crushed stones and bricks carrying on of construction were simply not feasible. The respondent eventually ended up locating alternatives with the intent of expeditiously concluding construction activities but the previous period of 90 days was consumed in doing so. The said period ought to be excluded while computing the alleged delay attributed to the Respondent by the Complainant. It is pertinent to mention that the aforesaid bar stands in force regarding brick kilns till date is evident from

					orders dated 21 <sup>st</sup> Dec, 19 and 30 <sup>th</sup> Jan, 20.
5.	09.11.2017	National Green Tribunal has passed the said order dated 9 <sup>th</sup> Nov, 2017 completely prohibiting the carrying on of construction by any person, private, or government authority in NCR till the next date of hearing. (17 <sup>th</sup> of Nov, 2017). By virtue of the said order, NGT had only permitted the competition of interior finishing/interior work of projects. The order dated 9 <sup>th</sup> Nov, 17 was vacated vide order dated 17 <sup>th</sup> Nov, 17.	<b>09.11.2017 to 17.11.2017</b>	<b>9 days</b>	On account of passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.
6.	29.10.2018	Haryana State Pollution Control Board vide Notification HSPC B/MS/2018/2939-52	<b>01.11.2018 to 10.11.2018</b>	<b>11 days</b>	All construction activities involving excavation, civil construction (excluding internal finishing/work where no construction material is used) to remain closed in Delhi and other NCR Districts from November 01.10.2018
7.	24.12.2018	Delhi Pollution Control Committee vide Notification DPCC/PA to MS/2018/7919-7954	<b>24.12.2018 to 26.12.2018</b>	<b>3 days</b>	Construction activities in Delhi, Faridabad, Gurugram, Ghaziabad and Noida to remain closed till December, 26 <sup>th</sup> 2018



8.	01.11.2019	Environment Pollution (Prevention and Control) Authority for National Capital Region vide Direction bearing no. EPCAR/2019/L-53	01.11.2019 to 05.11.2019	6 days	Construction activities in Delhi, Faridabad, Gurugram, Ghaziabad, Noida and Greater Noida to remain closed till morning of November 5, 2019 (current ban on construction was only 6 PM to 6 AM and this is now extended to be complete banned till Monday, November 5, 2019, morning)
9.	24.07.2019	NGT in O.A. no. 667/2019 & 679/2019 had again directed the immediate closure of all illegal stone crushers in Mahendergarh Haryana who have not complied with the siting criteria, ambient, air quality, carrying capacity, and assessment of health impact. The tribunal further directed initiation of action by way of prosecution and recovery of compensation relatable to the cost of restoration.		30 days	The directions of the NGT were again a setback for stone crushers operators who have finally succeeded to obtain necessary permissions from the competent authority after the order passed by NGT on July 2017. Resultantly, coercive action was taken by the authorities against the stone crusher operators which again was a hit to the real estate sector as the supply of gravel reduced manifolds and there was a sharp increase in prices which consequently affected the pace of construction.

10.	11.10.2019	Commissioner, Municipal Corporation, Gurugram has passed an order dated 11 <sup>th</sup> of Oct 2019 whereby the construction activity has been prohibited from 11 <sup>th</sup> Oct/ 2019 to 31 <sup>st</sup> Dec 2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period.	11 <sup>th</sup> Oct 2019 to 31 <sup>st</sup> Dec 2019	81 days	On account of the passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.
11.	04.11.2019	The Hon'ble Supreme Court of India vide its order dated 04.11.2019 passed in writ petition bearing no. 13029/1985 titled as " <i>MC Mehta vs. Union of India</i> " completely banned all construction activities in Delhi-NCR which restriction was partly modified vide order dated 09.12.2019 and was completely lifted by the Hon'ble Supreme Court vide its order dated 14.02.2020.	04.11.2019 to 14.02.2020	102 days	These bans forced the migrant labourers to return to their native towns/states/villages creating an acute shortage of labourers in the NCR Region. Due to the said shortage the Construction activity could not resume at full throttle even after the lifting of ban by the Hon'ble Apex Court.
12.	11.10.2019	Commissioner of Municipal Corporation Gurugram issued direction to issue Challan for Construction Activities and lodging of FIR from 11th October to 31st December, 2019 as per the direction issued by the chairman of EPCA vide letter EPCA-R/2019/L-42 dated October 09, 2019.	11.10.2019 to 31.12.2019	81 days	

13.	02.11.20 23 and 05.11.20 23	Commission for Air Quality Management in NCR and Adjoining Areas vide Order No. 120017/27/GRAP/2021/ CAQM	02.11.20 23 to 18.11.20 23	17 days	<p>The commission for Air Quality Management in NCR and adjoining areas, vide Direction No. 77 dated 6<sup>th</sup> October, 2023, issued statutory direction for implementation of the revised schedule of the Graded Response Action Plan (GRAP) with immediate effect as and when orders under GRAP are invoked. The Sub-Committee constituted for invoking actions under the GRAP in its meeting held on 2nd November, 2023 comprehensively reviewed the air quality scenario in the region as well as the forecasts for meteorological conditions and air quality index made available by IMD/IITM. Keeping in view the prevailing trend of air quality, in an effort to prevent further deterioration of the air quality, the sub-committee decided that ALL actions as envisaged under</p>
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				<p>stage III of the GRAP - 'Severe' Air Quality (DELHIAQI ranging between 401-450) be implemented in right earnest by all the agencies concerned in the NCR, with immediate effect, in addition to the stage I and II actions are already in force. These include:</p> <p>4. Construction &amp; Demolition activities.</p> <p>In furtherance of the same vide Order dated 05.11.2023 GRAP IV was implemented continuing the ban on construction and demolition activity.</p>
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5. 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**

6. The submission of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The Authority observes that it

has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

7. 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**

8. 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;*

9. 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.

**F. Findings on the objections raised by the respondent.**

**F.I. Objection regarding Force Majeure circumstances and Zero Period to be taken into consideration.**

10. The respondent took a plea that the project "Baani Centre Point" was under stay orders of the Hon'ble Supreme Court of India for 7 years 3 months (24.04.2015 to 21.07.2022) which was beyond the respondent's reasonable control and because of this no construction in the project could be carried. Hence, there is no fault of the respondent in delayed construction which has been considered by DTCP and the Authority while considering its applications of considering zero period, renewal of license and extension of registration by the Authority.
11. Due to reasons stated hereinabove it became impossible to fulfil contractual obligations due to a particular event that was unforeseeable and unavoidable by the respondent. It is humbly submitted that the stay on construction order by the Hon'ble Supreme Court is clearly a "Force Majeure" event, which automatically extends the timeline for handing over possession of the unit. The intention of the Force Majeure clause is to save the performing party from consequences of anything over which he has no control. It is no more *res integra* that force majeure is intended to include risks beyond the reasonable control of the party, incurred not as a product or result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of such party to perform its obligations, as where non-performance is caused by the usual and natural consequences of external forces or where the intervening circumstances are specifically contemplated. Thus, it was submitted that the delay in construction, if any, is attributable to reasons beyond the control of the respondent and as such the respondent may be granted reasonable extension.
12. The Authority is of the view that the pivotal issue arises from the builder's actions during the period between 13.10.2020 to 21.07.2022,



there were specific directions for stay on further construction/development works in the said project passed by the Hon'ble Supreme Court of India in **M.A No. 50 of 2019** vide order dated 21.07.2022 which was in operation from **13.10.2020** to **21.07.2022** and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, there was no construction carried out in the project nor any demands made by the respondent from the allottees. In view of the above, the promoter cannot be held responsible for delayed possession interest during this period. Therefore, in the interest of equity, no interest shall be payable by the complainants as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order of Hon'ble Supreme Court on further construction/development works on the said project.

**G. Findings on the reliefs sought by the complainant:**

**G.I To execute a commercial buyer's agreement with the complainant as per Haryana RERA Rules, 2017.**

**G.II Interest for every month of delay from due date of possession till actual handing over of possession.**

13. 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 relief and the same being interconnected.
14. In the present complaint, 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 possession:** As per the documents available on record, allotment letter has been executed on 01.12.2014 but there is no due date of possession mentioned. So, the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter *Fortune Infrastructure v. Trevor d' lima* (2018) 5 SCC 442: (2018) 3 SCC (civ) 1 and then was reiterated in *Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan* (2019) SC 725 -:
- "Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."*
16. In the instant case, the promoter has allotted commercial shop in its project vide allotment letter dated 01.12.2014. In view of the above-mentioned reasoning, the date of allotment ought to be taken as the date for calculating the due date of possession. Therefore, the due date of handing over of the possession of the commercial shop comes out to be 01.12.2017.
17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking 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.*

18. 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.
19. 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., 31.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
20. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

21. 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 delay possession charges.
22. 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. Occupation certificate has not been granted by the concerned authority 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 subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities to hand over the physical possession within the stipulated period.
23. Accordingly, the non-compliance of the mandate contained in 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. till the date of offer of possession plus 2 months after obtaining the

occupation certificate or actual handover, whichever is earlier as per provisions of Section 18(1) of the Act read with rule 15 of the rules.

**G.III To Handover the possession of the unit, in a habitable state, after obtaining the occupation certificate from the concerned Authority.**

24. It is a matter of fact that till not no occupation certificate has been obtained by the respondent. Therefore, the respondent is directed to handover the possession of the subject unit after obtaining occupation certificate from the competent Authority.

**G.IV Direct the respondent to execute sale deed after completion of the project in favour of the complainants.**

25. Under Section-17(1) proviso of the Act, 2016, the respondent/promoter is under an obligation to execute the registered conveyance deed in favour of the allottee/complainant within three months from the date of issue of occupancy certificate. The relevant provision is reproduced below:

***"Section 17. Transfer of title***

(1) *the promoter shall execute a registered conveyance deed .....local laws:*

*Provided that, in 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 the date of issue of occupancy certificate.*

*[Emphasis supplied]*

26. The Authority hereby directs the respondent to execute the conveyance deed in favour of the complainants within 3 months after obtaining the occupation certificate from the competent authorities.

**G.V To not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the Agreement.**

27. The respondent is directed not to charge anything, which is not part of commercial space buyer agreement.



**G.VI Pass an order imposing penalty on the builder on account of various defaults and illegalities under Rera Act, 2016 and the same be ordered to be paid to the complainant.**

28. The above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above-mentioned relief.

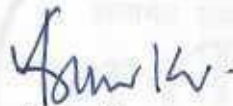
**H. Directions of the Authority**

29. 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/promoter is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 01.12.2017 (On P.O.D dated 31.10.2025 due date of possession was inevitably mentioned as 30.06.2020) till expiry of 2 months from the date of offer of possession or actual handover, whichever is earlier as per section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.
- ii. No interest shall be payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order of Hon'ble Supreme Court on further construction/development works on the said project.



- iii. The respondent is also directed to execute the builder buyer agreement of the allotted unit within a period of 30 days from the date of this order.
  - iv. The respondent is directed to execute the registered conveyance deed in favour of the complainant within 3 months from the date of obtaining the occupation certificate.
  - v. The respondent shall not charge anything from the complainant which is not the part of the agreement of sale.
30. Complaint stands disposed of.
31. File be consigned to registry.



Arun Kumar  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
**Dated: 31.10.2025**

**HARERA**  
GURUGRAM