

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

Date of Decision: 07.04.2026

Name of the Builder		Orris Infrastructure Private Limited & Cranes Developer Private Limited & Hemank Drall	
Project Name		The Meridian	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/3948/2024	<i>Sunita Lamba V/s</i> Orris Infrastructure Private Limited & Cranes Developer Private Limited & Hemank Drall	Vivek Lamba (Son of Complainant in person) Charu Rustagi (Respondent no. 1) None for respondent no. 2 & 3
2.	CR/3958/2024	<i>Kavita Lamba through GPA Holder Vivek Lamba V/s</i> Orris Infrastructure Private Limited & Cranes Developer Private Limited & Hemank Drall	Vivek Lamba (Son of Complainant in person) Charu Rustagi (Respondent no. 1) None for respondent no. 2 & 3

CORAM:

Arun Kumar

Chairman

ORDER

1. This order shall dispose of the 2 complaints titled as above filed before this authority in form CRA 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, "Orris Gateway" at Sector 82 A, Gurugram being developed by the respondent/promoter i.e., Orris Infrastructure Private Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of possession and delayed possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "Orris Gateway" at Sector 82 A, Village Shikohpur , Gurugram							
1. Completion certificate- 23.04.2025							
2. DTCP license no. 82 of 2021 dated 18.10.2021 Valid upto 17.10.2026							
3. RERA registration Registered 85 of 2021 dated 20.12.2021 Valid upto 31.12.2024							
Sr. No	Complaint no./title/ date of filing complaint	Plot No.	Date of allotment	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total, sale Consideration and amount paid by the Complainant (s)	Relief Sought
1.	CR/3948/2024 Date of filing complaint- 12.08.2024	SCO Plot no. 129 in block no.8 having admeasuring area 87.575 sq. mtrs. (104.740 sq. yds.) (as per page 38 of complaint)	09.05.2023	Un Executed and un dated	Due Date- 31.12.2024 OOP- 21.08.2023	Tsc- Rs.3,50,87,900/- Ap Rs. 3,50,87,900/-	Issue fresh offer of possession, Wrongt charges on offer of possession Execute BBA, DPC, Remove electrical panels

2.	CR/3958/2024 Date of filing complaint- 12.08.2024	SCO Plot no. 128 in block no.8 having admeasuring area 87.575 sq. mtrs. (104.740 sq. yds.)	25.07.2023	Unexecuted and un dated	Due Date- 31.12.2024 OOP- 21.08.2023	Tsc- Rs.3,50,87,900/- AP- Rs. 3,57,10,721/(A stated by the complainant)	Issue fresh offer of possession, Wrongly charges on offer of possession Execute BBA, DPC, Remove electrical panels
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1Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviations Full form

DOF- Date of filing complaint

TSC- Total Sale Consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession charges.
5. It has been decided to treat the said 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 promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3948/2024 titled as Sunita Lamba V/s Orris Infrastructure Private Limited & Cranes Developer Private Limited & Hemank Drall** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

A. Project and unit related details

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

CR/3948/2024 titled as Sunita Lamba V/s Orris Infrastructure Private Limited & Cranes Developer Private Limited & Hemank Drall

S. N.	Particulars	Details																									
1.	Name of the project	"Orris Gateway", Sector-82A, Village Shikohpur, Gurugram																									
2.	Nature of the project	Commercial plotted colony (SCO)																									
3.	DTCP license no. and validity status	82 of 2021 dated 18.10.2021 Valid upto 17.10.2026																									
	Name of the Licensee	M/s Cranes Developers Pvt. Ltd.																									
4.	RERA registered/ not registered and validity status	Registered 85 of 2021 dated 20.12.2021 Valid upto 31.12.2024																									
5.	Plot no.	SCO Plot no. 129 in block no.8 having admeasuring area 87.575 sq. mtrs. (104.740 sq. yds.) (as per page 38 of complaint)																									
6.	Allotment letter	09.05.2023 (as per page 36 of complaint)																									
7.	Payment Plan	<table border="1"> <thead> <tr> <th>Instalment</th> <th>Due date</th> <th>Amount</th> <th>Received</th> <th>Balance payable</th> </tr> </thead> <tbody> <tr> <td>At the time of booking</td> <td>09.05.2023</td> <td>3508790</td> <td>3508790</td> <td>0</td> </tr> <tr> <td>Payable on or before 11.05.2023</td> <td>11.05.2023</td> <td>14039455</td> <td>0</td> <td>14039455</td> </tr> <tr> <td>On offer of possession</td> <td></td> <td>17539655</td> <td>0</td> <td>17539655</td> </tr> <tr> <td>Total</td> <td></td> <td>35087900</td> <td>3508790</td> <td>31579110</td> </tr> </tbody> </table>	Instalment	Due date	Amount	Received	Balance payable	At the time of booking	09.05.2023	3508790	3508790	0	Payable on or before 11.05.2023	11.05.2023	14039455	0	14039455	On offer of possession		17539655	0	17539655	Total		35087900	3508790	31579110
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8.	Date of execution of buyer's agreement	Un executed and undated (as per page 54 of complaint)																									

9.	Possession clause	7. Possession of the SCO Plot <i>"7.3 The developer assures to handover possession of the SCO plot as per agreed terms and conditions by 31.12.2024, unless there is delay due to reasons not limited to force majeure..."</i> (Emphasis supplied) (as per page 72 of the complaint)
10.	Due date of possession	31.12.2024 (as mentioned in the allotment letter)
11.	Total sale consideration	Rs.3,50,87,900/- (as per the allotment letter at page 38 of the complaint)
12.	Amount paid by the complainant	Rs.3,50,87,900/- (As agreed by the parties)
13.	Completion certificate	23.04.2025 Placed in the yellow file at page 14
14.	Offer of possession	21.08.2023 (as per page 48 of the complaint)

B. Facts of the complaint

8. The complainant has made the following submissions: -

1. That it was in April, 2023 that the complainant came to know about the project 'Orris Gateway' within Revenue Estate of Village Shikhopur, Sector 82 A, Gurugram Haryana through agent/broker respondent no.3 namely Sh. Hemank (Hemank@capitalbook.in). From the initial project details given by the broker / agent, the complainant showed interest in the project and the broker was asked to fix a meeting with the developer / representative. A physical meeting was held in the month of April, 2023 at the office of respondent no. 1.Mr. Ramandeep Singh GM-Sales & Marketing, the representative of No. 1 told that they have the land rights qua land situated at Sector 82 A, Village Shikohpur Gurugram. The project is a registered project with RERA Gurugram. There is a license approved by competent authority. The project is a SCO Plotted colony (Commercial) and within a short span of time, the possession of the plot will be handed over.

- II. That in pursuance to the lucrative project details given by the respondent, the complainant showed willingness for a commercial SCO plot. The complainant was told about the payment details, the possession of the plot etc. and there were exchange of mails in between the parties qua the said transaction. The respondents representative through their mail agreed that the rate for per plot shall be Rs.3,35,000/- per sq yard. The first transfer will be free. The main thrust of the complainant was that there should not have been any hidden demand from the respondent side and in one go the complete amount be told excluding the registry amount.
- III. That after settling the terms it was on 09.05.2023 that SCO Plot No. 129 area 87.575 sq mrs was allotted in the name of the complainant. Detailed terms and conditions of agreement of sale annexed with the allotment letter were also received by the complainant through this allotment letter.
- IV. That through the allotment letter dated 09.05.2023, the respondent acknowledged that "Orris Gateway", is HARERA registered project, Reg No. 85 of 2021 valid upto 31.12.2024 and is located in Revenue Estate of Village Shikohpur Sector 82 A, Gurugram Haryana. It is SCO Plotted Colony and the proposed date of possession of the plot is 31.12.2024.
- V. That needless to mention here that the allotment letter was subject to 1st payment made by the complainant totalling to Rs.1,75,48,245/- till 11.05.2023, receipts of which are annexed as Annexure C4 collectively against total sale consideration agreed as Rs.3,50,87,900/- for the commercial SCO Plot. This demand was almost 50% of the total sale consideration for the plot.
- VI. That the payment plan given in the allotment letter was "Possession Linked Payment Plan", inclusive of all charges / Fee etc.

Payment of Rs. 35,08,790/- was to be made upon booking and Rs.14039455/- on or before 11.05.2023 (totaling Rs. 17548245) which the respondent recovered in the month of April- May 2023 itself detailed below:

- (i) 22.04.2023 - RTGS - Rs.5,00,000/
- (ii) 22.04.2023 - RTGS - Rs.5,00,000/
- (iii) 26.04.2023- RTGS Rs. 77,00,000
- (iv) 26.04.2023 Challan No. Rs. 1,73,745/-
- (v) 24.05.2023 RTGS- Rs. 86,74,500/-

Total:Rs.17548245/-

- VII. That as per the payment plan, the remaining amount of Rs. 17539655/- is to be paid on offer of possession, which means the possession alongwith "Completion Certificate" duly issued by Competent Authority for SCO Plot No. 129, Orris Gateway Project at Sector 82 A, Gurugram.
- VIII. That the price of the plot was inclusive of the taxes such as GST, Cess, Fee, charges, levies etc which may be levied for the development for the project and paid by the developer, promoter / respondent No.1, 2 herein.
- IX. That the allotment letter also stated above signing of an agreement for sale within 30 days of allotment (09.06.2023) of plot however, no such agreement was forwarded to the complainant within this period by the respondent.
- X. That it was on 21.08.2023 that the respondent issued the offer of possession for SCO plot No. 129, Sector 82-A Gurugram. In the offer of possession, the respondents admits that they have applied for 'completion certificate' in Orris Gateway Project at Sector 82-A Gurugram, meaning thereby that there was no approval qua the complainant's plot from the competent authority on the day when offer of possession was made. Without completion certificate, offer of possession is of no value (as per RERA Act and Rules). The complainant cannot construct shop on the plot without there being a valid certificate of completion.

- XI. That the allotment letter ensures for execution of conveyance deed within 3 months of the offer of possession of the plot. The present position is that already 12 months have passed to the offer of possession given to the complainant but not a whisper about deposit of the registry charges. The only reason is that the development work is still underway and that is why there is no completion certificate of the plot / project from Competent Authority. The possession is offered in advance only to abstract money from the complainant which is an illegal demand and unethical also. Precise submission is that the offer of possession dated 21.08.2023 issued by the respondents is just to befool the poor customers and for that the authority should take action against the respondent. The offer of possession needs to be quashed and respondents be directed to submit a fresh offer of possession after getting the completion certificate from competent authority.
- XII. That since the offer of possession issued by the respondent (without completion certificate is not genuine therefore the demand made by respondent upon offer of possession is a vague demand and is liable to be struck down by this Ld Authority as is in violation of settled law. That as per Provision 13 of the RERA Act, 2016 - the promoter shall not accept a sum more than 10% of the cost of plot as an advance payment without 1st entering into a written agreement for sale however, the respondents violated the provision while taking Rs.1,75,48,245/- which is almost 50% of the total sale consideration of the plot.
- XIII. That it was on 15.09.2023, the respondent no. 1 forwarded an agreement for sale for signature of complainant consisting of unilateral terms & conditions suiting to the respondents and more binding conditions for the complainant. No discussion was ever held between the parties before agreeing to the terms (to be mutually agreed) for execution of

- the agreement. Since the respondent project is a RERA registered project, the complainant expected that the respondent should adhere to the agreement for sale as per annexure 'A' / Rule 8 (1) of the Haryana Real Estate (Regulation & Development) Rules, 2017 which they failed to meet.
- XIV. That soon after receiving the agreement copy, the complainant requested the respondents for a discussion upon the terms and conditions of the agreement, however, no response was given by the respondents. Mails are also sent, but not replied by the respondents. The allotment letter sent alongwith detailed terms & conditions of agreement to sale by the respondent's side was very clear. The respondent is now taking advantage of their dominant position and wants to increase the arena of conditions adding a number of pages in the proposed agreement which is against the principle of Contract Act. Therefore, the respondents be directed to settle the terms before signing of any agreement and till date the proposed agreement be treated as of no consequence and be quashed.
- XV. That the respondents have charged Rs.1,75,48,245/- till May, 2023 from the complainant and issued the allotment. Till date there is neither a valid offer of possession of the plot nor an agreement is there upon mutually agreed terms and conditions by the respondents. The complainant is requesting again and again to the respondents to act as per RERA Act and Rules but the respondents are intentionally not adhering to it.
- XVI. That the allotment was made on 09.05.2023 and within 30 days of allotment, sale agreement upon mutually agreed terms should have been there but no agreement was inscribed instead a misleading offer of possession was given on 21.08.2023 sans of the completion certificate and that is only to abstract the remaining Rs.1,75,39,655/- from the complainant. The only motive of the respondent was to abstract the complete payment for the plot and to kneel down the complainant

for execution of an agreement drafted by the legal experts of the respondent. The short question is that when the offer of possession is already given by the respondent on 21.08.2023 then where is the need for an agreement remaining?

- XVII. That the thrice the complainant visited the respondent for possession which they avoided on one pretext or other. Finally the respondent insisted on signing of a "Settlement Deed" incorporating terms suiting them. The complainant did not sign the deed for the reason that matter is sub-judice and there upon finally the Respondent refused for possession.
- XVIII. That the malafide intent of the respondent is evident from their highly contradictory conduct. Initially, they thrust an illegal "Offer of Possession" (dated 21.08.2023) without holding a valid completion certificate (CC) from the Competent Authority. Now, when the CC has allegedly been obtained, they are arbitrarily withholding possession under the hyper-technical excuse that the "agreement to sell" is unsigned. It is respectfully submitted that when the unit is purportedly 100% complete and ready for possession, the insistence on an "agreement to sell" is legally redundant. The only logical and statutory step is to execute the conveyance deed. The respondent must be put to strict proof to explain what genuine steps they have actually taken to hand over possession to the complainant, supported by authentic documentary proof.
- XIX. That the respondent has blatantly failed to explain as to how and why they unlawfully demanded and collected a colossal sum of Rs.1,75,48,245/- from the complainant at the very inception. This is in gross violation of the mandatory embargo under Section 13 of the RERA Act, which clearly mandates that "No deposit or advance [more than 10%] to be taken by promoter without first entering into agreement for sale." This Hon'ble

- Authority is requested to take strict penal cognizance of this admitted violation as per law which mandatorily is to be followed by the respondent.
- XX. That without prejudice to the above, the complainant categorically submits that they have no objection whatsoever to signing an agreement for sale if this Hon'ble Authority orders so. However, the terms of such an agreement must reflect the latest factual situation specifically acknowledging the undisputed fact that 100% of the complete payment has already been realized by the respondent. The complainant cannot be forced to sign a backdated, unilateral standard-form contract. The terms must be mutually agreed upon and incorporate the specific financial waivers already granted by the builder.
- XXI. That alongside documentary harassment, the respondent has irreparably damaged the commercial viability of the Complainant's property. The respondent has illegally installed massive electric panels directly in front of SCO plots 128 and 129. As unequivocally established by the Local Commissioner (LC) appointed by this Hon'ble Authority, and the photographs on record, these monolithic structures completely block the line of sight, A person standing in front of the panel cannot even see the other side. By doing so, the respondent has severely diminished the commercial value and future business prospects of the plots purchased by the complainant's family.
- XXII. That during the spot inspection by the LC on 22.01.2026, the respondent's representatives were specifically asked twice to produce the sanctioned layout plan authorizing the placement of these colossal electric panels. The respondent flatly refused and failed to provide any relevant sanctions, a damning fact duly noted in the L's report itself. It is submitted that instead of the beautification of the commercial area, the respondent is indulging in defacement and spoilage activities.

- XXIII. That precise submission is that the respondent must be directed to place on record the specific approval for the installation of these electric panels, mentioning the date of such approval from the Competent Authority. When the complainant purchased these plots, there was absolutely no mention of these massive panels blocking in frontage in any of the layout documents shown by the respondent.
- XXIV. That regarding the illegal demands for IFMS and Maintenance charges, currently being used as a tool to withhold possession, the respondent's own management has already waived off these amounts vide their explicit consent on email dated 23.01.2026 (Maintenance waived till 01.01.2027). Furthermore, one-time electricity charges were explicitly waived vide email dated 24.12.2024.
- XXV. That, the Directorate of Town & Country Planning (DTC), Haryana, vide Memo No. ZP 524/PA(DK)/2025/4157 dated 30.10.2025, granted approval of the Standard Design of SCOs. It is specifically placed on record that this crucial approval letter was never formally communicated or supplied to the complainant by the respondent's office. This material fact only came to the complainant's knowledge on 01.02.2026 through a contractor present at the site. Attempting to force possession onto an allottee years before the standard building designs were even approved by DCP exposes the absolute fraud perpetrated by the respondent.
- XXVI. That under Section 18 of the RERA Act as per the proviso, the complainant is entitled to interest for every month of delay from the promised date (31.12.2024) until actual lawful possession is handed over.
- XXVII. Written submissions have been taken on record and perused further.
- C. Relief sought by the complainant:**
9. The complainant has sought following relief(s):
- i. Direct the respondent to pay delayed possession charges.

- ii. To issue of fresh offer for possession after receipt of completion certificate from the competent authority and handover lawfull physical possession and execute the conveyance deed.
 - iii. To restrain the respondent from charging the payment "on offer of possession". The demand of final payment upon offer of possession should be quashed and respondents be directed not to charge any interest on the amount.
 - iv. As per SOA dated 22.08.2023, the respondent has wrongly charged Rs.11,11,543/- for electricity connection charges and GST.
 - v. The maintenance charges are agreed to be free for one year at the time of booking of plot.
 - vi. Restrain the respondent from raising any illegal demands for IFMS, Maintenance Charges, or One time Electricity Charges which have been explicitly waived by the respondent.
 - vii. Penalize the respondent for collecting the amount paid without entering the bba as per section 13 of the Act.
 - viii. That till date there is no agreement upon mutual agreed terms and conditions between the parties. The respondent be directed to settle the terms suiting both the parties mutually.
 - ix. The respondent also be directed to place on record the original structural design/ relevant papers of the project. Also to submit that in the pictures given in the brochure, there are no such pictures of panels shown in the open area.
 - x. Direct the respondent no.1 to immeditalely remove the electrical panels from the designated parking/frontage rea of the complainant.
10. 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 no.1:

11. The respondent has contested the complaint on the following grounds.

- i. That after being satisfied, the complainant proceeded with the booking after making a payment of Rs. 1,70,000/- upon which the complainant was issued with an allotment letter dated 09.05.2023 wherein the complainant was allotted Unit No. 129, SCO Plot (Commercial), in the project "Orris Gateway", located at Revenue Estate of Village Shikohpur, Sector-82A, Gurugram, Haryana. The complainant was also issued with a payment plan along with the allotment letter wherein the terms of the payment were informed to the complainant.
- ii. That it is pertinent to note that subsequent to the issuance of the allotment letter, the complainant was sent with a cover letter dated 24.08.2023 along with two copies of the buyers agreement however, vide a written note dated 09.09.2023, the gpa holder of the complainant refused to sign the buyers agreement.
- iii. That thereafter, the GPA Holder of the complainant through email dated 14.09.2023 sent an email to the respondent no. 1 wherein he had specifically stated that the signing of the buyers agreement has been put on hold by the complainant and the said fact is in complete violation of the principles of natural justice and today, the respondent no. 1 is in the position of cancelling the unit of the complainant as under clause 3 of the allotment letter dated 25.07.2023.
- iv. That meanwhile, vide letter dated 18.08.2023 in the name of the Director, General, Town and Country Planning, Haryana, Chandigarh, the respondent No. 1 had already applied for the grant of the Completion Certificate. Subsequent to the application for the grant of the Completion Certificate was made by the respondent no. 1, the respondent no. 1 vide letter dated 21.08.2023 issued in the name of the complainant, issued offer

- of possession along with statement of account for the SCO Plot (Commercial)-128 so that the possession formalities could have been complied with and the complainant could take the possession of the unit in question and start using the commercial space.
- v. That on 06.10.2023, the respondent no. 1 again sent a reminder to the complainant in lieu of the offer of possession letter made on 21.08.2023. Hence, a reminder was issued in the name of the complainant to make the payment of the balance amount as per the statement of account and complete the possession formalities.
- vi. That subsequently, the respondent no. 1 again sent a final reminder letter dated 16.11.2023 to the complainant in lieu of the offer of possession letter made on 21.08.2023. Hence, a final reminder was issued in the name of the complainant to make the payment of the balance amount as per the statement of account and complete the possession formalities.
- vii. That the respondent no. 1 sent an email dated 05.01.2024 to the complainant in response to the complainant's email dated 25.10.2023, wherein the complainant was clearly apprised about the receipt of the OC/CC in near future and furthermore, the complainant was requested to sign the copies of the buyers agreement and return the same for the purpose of execution. it was also informed to the complainant that the buyers agreement is a standard format which was approved by the Real Estate Regulatory Authority and thus, the same cannot be changed/modified.
- viii. That it is pertinent to note that the respondent no. 1 has provided all the documents to the DCP and DCP has already been in direct communication with the department of DHBVN for the purpose of providing the supply of electrical energy and thus, the OC/CC shall be obtained by the respondent No. 1 at any point in time. Any project, commercial or residential, requires

the usage of the electricity which has to be circulated into individual units for which the respondent no. 1 has installed the electric panels and those panels are installed on the common area at several places of the project and does not cover or fall onto any area which might belong to any allottee. Thus, the electricity panel installed near the complainant's unit is also on the common area of the project in question with no interference on the land/area which has been allotted to the complainant.

- ix. That it is further submitted that the complainant along with Sunita Lamba had filed another case before this Hon'ble Authority titled as "Kavita Lamba and Sunita Lamba vs Orris Infrastructure Pvt Ltd & Anr" CR/3614/2024 wherein the complainant had moved the similar complainant and an application under section 36 of the RER Act, 2016 and the counsel for the Respondent No. 1 had already given an undertaking that the unit of the complainants shall not be cancelled.
- x. That, the present complaint has only been filed by the complainant with an aim to satisfy her alter ego as the complainant but is so heavily burdened with respect to the electric panel installed in the parking area which has nothing to be concerned with blocking the passage of the unit in question nor the visibility of the unit as alleged by the complainant in order dated 07.08.2025 and therefore, the previous complaint filed by the complainant was disposed by the Hon'ble Authority vide order dated 01.08.2024. the relevant portion of the order dated 07.08.2025 is observed below as:
"The AR of the complainant stated that by placing the transformer in front of the shop, the passage visibility is totally obstructed while the counsel for the respondent states that it is not the case."
- xi. That, the respondent no. 1 has already obtained the Completion certificate for the unit in question on 23.04.2025, and the possession was offered to the complainant on 21.04.2025. That the complainant made a payment of

- Rs. 1,75,39,655/- in April and May 2025, accepting the Completion Certificate which was received by the respondent no. 1 and offer of possession issued by the respondent no. 1.
- xii. That, the Hon'ble Authority vide order dated 20.11.2025 directed an appointment of Local Commissioner (herein referred to as "L."), who inspected the unit in question on 22.01.2026 and observed that the electric panel so installed is on the parking space between the plot no. 128 and 129 and not on the unit of the complainant and thus, it is submitted that present complaint is nothing but an ego satisfaction tussle of the complainant, her son and her husband who pretend to be the AR of the complainant before the Hon'ble Authority.
- xiii. That, the frivolous and malafide conduct of the complainant along with son of the complainant, Sh. Vivek Lamba, can be specifically highlighted as immediately after the inspection of the LC, the daughter of the complainant who booked unit no. 128 (adjacent plot to unit no. 129/plot in question) made the payment of additional amount of Rs. 6,30,821/- .
- xiv. That, the complainant till today has with-held the outstanding on account of IFMS Charges and Maintenance charges amounting to Rs. 1,21,616/- which becomes due on offer of possession and the similar situation has been done by the daughter of the complainant who booked unit no. 128 (adjacent plot to unit no. 129/ plot in question) with-held an amount of Rs. 1,24,054/-.
- xv. That, it is pertinent to note that this is the case of the complainant where she herself not taking the possession of the unit in question despite the same being offered in April 2025, the respondent has obtained the completion certificate in April 2025 and furthermore the respondent cannot be held liable for making beautification of the unit of the complainant.

- xvi. That, the complainant through several emails, is threatening the respondent for execution of conveyance deed without execution of the buyers agreement. The execution of the conveyance deed in absence of buyers agreement which the complainant has wilfully refused to sign, is not permissible under law. Such ego issues entering into luxury litigation is giving rise to future unending litigations wherein the complainant has acknowledged the fact that the electric panel is not on the unit of the complainant but on the parking area, which is a common area of the project in question.
- xvii. That, it is pertinent to note that subsequent to the issuance of the allotment letter, the complainant was sent with a cover letter dated 25.08.2023 along with two copies of the buyers agreement however, vide a written note dated 09.09.2023, the son of the complainant, i.e., Vivek Lamba, refused to sign the buyers agreement, despite the fact that the Buyers Agreement was issued as per RERA laws and format of the same has also been submitted with the Hon"ble Authority at the time of project registration and provisions laid down. The relevant portion of the acknowledgment of the son of the complainant is enshrined below:

"Received the agreement copies only which I have not read and may not agree to each condition. This agreement copy is sent too late and should be as per the RERA rules. Also, as agreed which booking this unit is purchased on all inclusive rates and no "other charges" is applicable.

Regards VIVEK LAMBA Received on 09.09.2023"

- xviii. That, thereafter, the son of the complainant through email dated 14.09.2023 sent an email to the respondent no. 1 wherein he had specifically stated that the signing of the buyers agreement has been put on hold by the complainant and the said fact is in complete violation of the principles of natural justice. The relevant portion of the email dated 14.09.2023 is enshrined below:

"I have received the agreement copy from orris.... He informed me that he has discussed with Orris already that some of these points are not required in agreement.... So after having these detailed discussions with Hemank and Orris, I am holding on and waiting for such meeting to be arranged by Orris and Hemank to further discuss it.

- xix. That, meanwhile, vide letter dated 18.08.2023 in the name of the Director, General, Town and Country Planning, Haryana, Chandigarh, the respondent no. 1 had already applied for the grant of the Completion Certificate.
- xx. That, the respondent no. 1 sent an email dated 05.01.2024 to the complainant in response to the complainant's email dated 25.10.2023, wherein the complainant was clearly apprised about the receipt of the OC/CC in near future and respondent no. 1 requested the complainant to sign the copies of the buyers agreement and return the same for the purpose of execution as the complainant had advanced the payment of sale consideration towards the unit in question without executing a buyers agreement which is a mandatory legal requirement and further that the buyers agreement is a standard format which was approved by the Real Estate Regulatory Authority and thus, the same cannot be changed modified. The relevant portion of the email dated 05.01.2024 is enshrined below:

"We handed over 2 copies of BBA (the standard format of BBA, which is approved by RERA, can't be changed or modified) to you for your signature which you have not returned us after signing till date...."

- xxi. That, it is pertinent to note that the respondent no. 1 has provided all the documents to the DCP and DCP has already been in direct communication with the department of DHBVN for the purpose of providing the supply of electrical energy and thus, the OC/CC shall be obtained by the respondent no. 1 at any point in time.

- xxii. That, it is submitted that the respondent no. 2 in collaboration with respondent no. 1 has obtained the Completion Certificate for the project in question on 23.04.2025. The complaint was subsequently issued with letter dated 21.04.2025 informing about obtaining the completion certificate and to make the payment in terms of the earlier reminders and statement of account.
- xxiii. That, the complaint was subsequently issued with letter dated 21.04.2025 informing about obtaining the completion certificate and to make the payment in terms of the earlier reminders and statement of account.
- xxiv. That, the complainant has made the payments before and after receipt of the completion certificate and further after the inspection done by the I.C appointed by the Hon'ble Authority. That despite making the payments the complainant is neither taking possession of the unit in question nor executing the buyers agreement and threatening the respondent no. 1 to execute conveyance deed in the absence of executing the buyers agreement.
- xxv. That, the complainant has made the payments in following manner:

S. No.	Date	Amount (Rs.)	Remarks
1.	22.04.2023	5,00,000/-	At the time of booking
2.	22.04.2023	5,00,000/-	At the time of booking
3.	24.04.2023	86,74,500/-	At the time of booking
4.	26.04.2023	1,73,745/-	At the time of booking
5.	26.04.2023	77,00,000	At the time of booking
6.	30.04.2023	1,75,397/-	After receipt of Completion Certificate
7.	30.04.2025	15,00,000/-	After receipt of Completion Certificate

8.	30.04.2025	15,00,000/-	After receipt of Completion Certificate
9.	30.04.2025	10,00,000/-	After receipt of Completion Certificate
10.	30.04.2025	10,00,000/-	After receipt of Completion Certificate
11.	02.05.2025	23,64,258/-	After receipt of Completion Certificate
12.	02.05.2025	50,00,000	After receipt of Completion Certificate
13.	02.05.2025	50,00,000/-	After receipt of Completion Certificate
14.		3,50,87,900/-	TOTAL.

xxvi. That, the complainant till today has with-held the outstanding on account of IFMS Charges and Maintenance charges amounting to Rs. 1,21,616/-

xxvii. That, the "proposed" date of possession mentioned in the allotment letter is merely the date as mentioned in RERA registration Certificate, which was obtained on 20.12.2021 and the same cannot be considered as due date of possession and the grounds of force majeure as observed by the Hon'ble High Court of Punjab and Haryana in the matter M/s Signature Global (India) Limited vs Praveen Kumar, RERA-APPI.-92-2025 and other connected cases, wherein the Hon'ble High Court observed:

"6. ... It is highlighted that the first COVID wave was from 25.03.2020 upto 24.09.2020 and the second COVID wave was from 01.04.2021 to 30.06.2021. It is submitted that even the benefit of the second COVID wave and also of the period during which, as per orders passed by the Hon'ble Supreme Court and orders passed by the other authorities, the construction in the National Capital area had been stayed, has not been given by the Tribunal, although the agreement between the parties

specifically provides for the same. It is submitted that under Chart 'A', the details of the days of which the benefit is required to be given have also been calculated in each case and thus, in case the same is taken into consideration, then the appeals filed by the appellant deserve to be allowed.

12. In paragraph 6, the defence raised by the present appellant on the basis of the clauses of the agreement as well as the various orders passed by the National Green Tribunal, the orders passed by the Hon'ble Supreme Court and also the orders passed by the various authorities have been taken note of. Even the finding of the Authority has been given after taking into consideration the clauses of the buyer's agreement. However, a perusal of the orders passed by the Appellate Tribunal in all the appeals would show that the clauses of the said agreement, more so the one which have been highlighted before this Court and also in the grounds of appeal before the Appellate Tribunal and are very material for the determination of the cases, have not been taken into consideration while passing the final order.

13. Keeping in view the abovesaid facts and circumstances, this Court is of the view that all the present appeals deserve to be partly allowed and the orders passed by the Appellate Tribunal in all the cases deserve to be set aside and are accordingly set aside and the Appellate Tribunal is requested to decide the appeals filed by the present appellants afresh after taking into consideration the abovesaid clauses of the agreement and all other aspects."

xxviii. That, details of ban on construction by orders of Hon'ble Supreme Court/ NGT/ Authorities are:

S. No.	Start Date	Stop Date	Days	Remarks
1.	24.11.21	20.12.21	26	a) The Hon'ble Supreme Court vide order dated 24.11.2021 in WP(Civil)/1135/2020 titled as "Aditya Dubey (Minor) & Anr. V. Union of India & Ors." Re-imposed ban on construction activities in NCR until further orders.

				<p>b) The Hon'ble Supreme Court vide order dated 16.12.2021 in WP(Civil)/1135/2020 titled as 'Aditya Dubey (Minor) & Anr. V. Union of India & Ors.' Observed that the Commission for Air Quality Management in NCR and Adjoining Areas shall take the decision on construction ban. Pursuant to which on 20.12.2021, the Commission for Air Quality Management in NCR and Adjoining Areas issued a mandate no. vide F.No. A-110018/01/2021-CAQM/5283-2302 permitting the construction activities to resume with immediate effect.</p>
2.	29.10.22	14.11.22	16	<p>a) Commission for Air Quality Management in NCR passed order dated 29.10.2022 under Stage -III of GRAP (Graded Response Action Plan) - 'Severe Air Quality' and stopped all Construction and Demolition activities.</p> <p>b) Vide order dated 14.11.2022 revoked the actions under Stage-IV of GRAP (Graded Response Action Plan) - 'Severe Air Quality' after considering improvement in air quality of Delhi.</p>
3.	04.12.22	07.12.22	3	<p>a) Commission for Air Quality Management in NCR passed order dated 04.12.2022 under Stage -III of GRAP (Graded Response Action Plan) - 'Severe Air Quality' and stopped all Construction and Demolition activities.</p> <p>b) Vide order dated 07.12.2022 revoked the actions under GRAP (Graded Response Action Plan) - 'Severe Air Quality' after considering improvement in air quality of Delhi.</p>

4.	30.12.22	04.01.23	5	<p>a) Commission for Air Quality Management in NCR passed order dated 30.12.2022 under Stage-III of GRAP (Graded Response Action Plan) - 'Severe Air Quality' and stopped all Construction and Demolition activities.</p> <p>b) Vide order dated 04.01.2023 revoked the actions under of GRAP (Graded Response Action Plan) - 'Severe Air Quality' after considering improvement in air quality of Delhi.</p>
5.	06.01.23	15.01.23	9	<p>a) Commission for Air Quality Management in NCR passed order dated 06.01.2023 under Stage -III of GRAP (Graded Response Action Plan) - 'Severe Air Quality' and stopped all Construction and Demolition activities.</p> <p>b) Vide order dated 15.01.2023 revoked the actions under Stage-IV of GRAP (Graded Response Action Plan) - 'Severe Air Quality' after considering improvement in air quality of Delhi.</p>
6.	02.11.23	28.11.23	27	<p>a) The commission for Air Quality Management in NCR and adjoining areas, vide Direction No. 77 dated 06.10.2023 under Stage-III of GRAP (Graded Response Action Plan) - 'Severe Air Quality' and stopped all Construction and Demolition activities.</p> <p>b) Vide order dated 05.11.23- implementation of order under Stage-IV of GRAP-The Commission for Air Quality Management in NCR and adjoining areas, vide Direction No. 77 dated 6.10.2023</p> <p>c) Vide order dated dated 18.11.23- Revocation of Actions under Stage-IV ('Severe+' Air Quality) of revised Graded Response Action Plan in Delhi-NCR-In wake of the Delhi AQI falling 'Severe +'</p>

				<p>Category (AQI >450), the GRAP Stage-IV actions were invoked on 5th November 2023 based on the AQI</p> <p>d) Revocation of Actions under stage-III ('severe' Air quality) of revised Graded Response Action plan in Delhi-NCR-vide order dated 28.11.2023.</p>
7.	22.12.23	01.01.24	11	<p>a) Implementation of Actions under Stage-III ('Severe' Air Quality) of revised Graded Response Action Plan in Delhi-NCR- Construction & Demolition activities- Enforce strict ban on construction and demolition activities in the entire NCR</p> <p>b) Revocation of Actions under Stage-III ('severe' Air Quality) of revised Graded Response Action Plan in Delhi-NCR-vide order dated 01.01.2024</p>
8.	14.01.24	18.01.24	5	<p>a) Implementation of Actions under Stage-III ('Severe' Air Quality) of revised Graded Response Action Plan in Delhi-NCR- Construction & Demolition activities- Enforce strict ban on construction and demolition activities in the entire NCR</p> <p>b) Revocation of Actions under Stage-III ('severe' Air Quality) of revised Graded Response Action Plan in Delhi-NCR-vide order dated 18.01.2024</p>
9.	14.11.24	05.12.24	22	<p>a) Implementation of Actions under Stage-III ('Severe' Air Quality) of revised Graded Response Action Plan in Delhi-NCR- Construction & Demolition activities- Enforce strict ban on construction and demolition activities in the entire NCR</p> <p>b) Vide order dated 17.11.24- implementation of order under Stage-IV of GRAP-The Commission for Air Quality</p>

				Management in NCR- Ban C&D activities, as in the GRAI) Stage-III, also for linear public projects such as highways, roads, flyovers, overbridges, power transmission, pipelines, tele-communication etc c) Vide order dated dated 05.12.24- Revocation of actions under Stage IV ('severe+' Air Quality) and Stage III ('severe' Air Quality) of GRAP
10.	16.12.24	27.12.24	12	a) Implementation of Actions under Stage-III ('severe' Air Quality) of revised Graded Response Action Plan in Delhi-NCR b) Vide order dated 24.12.2024- Revocation of actions under Stage IV ('Severe+' Air Quality) of GRAP c) Vide order dated 27.12.2024- Revocation of actions under Stage III ('severe' Air Quality) of GRAP
11.	03.01.25	05.01.25	3	a) Invocation of actions under Stage III ('Severe' Air Quality) of revised GRAP (December, 2024) b) Vide order dated 05.01.2025- Revocation of actions under Stage III ('Severe' Air Quality) of GRAP
12.	09.01.25	12.01.25	4	a) Invocation of actions under Stage III ('severe' Air Quality b) Vide order dated 12.02.2025- Revocation of actions under Stage III ('Severe' Air Quality) of GRAP
13.	15.01.25	17.01.25	3	a) Invocation of actions under Stage III ('severe' Air Quality) and Stage IV ('Severe+' Air Quality) b) Vide order dated 16.01.2025- Revocation of actions under Stage IV ('Severe+' Air Quality) of GRAP

				c) Vide order dated 17.01.2025- Revocation of actions under Stage III ('Severe' Air Quality of GRAP
14.	29.01.25	03.02.25	6	a) Invocation of actions under Stage III ('Severe' Air Quality) b) Vide order dated 03.02.2025- Revocation of actions under Stage III ('Severe' Air Quality) of GRAP
15.	TOTAL		152	

xxix. Written submissions have been taken on record and perused further.

xxx. An application for deletion of the name of respondent no.3 was taken. After directions also no reply was submitted by the respondent no.2 . Therefore, the Authority is proceeding ex-parte in favour of respondent no. 2 & 3.

12. 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 submission made by the parties.

E. Jurisdiction of the authority

13. 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

14. 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

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

Section 11

.....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

16. 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.

17. The respondent-promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as orders/restrictions of the NGT and other authorities from time to time, outbreak of the Covid-19 pandemic etc. However, all the pleas advanced in this regard are devoid of merit.
18. However, it is important to note that the allotment was made in the year 2023, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the designated timeframe for possession accordingly. Consequently, any extension in timeframe for handover of possession in lieu of Covid-19 and other reasons cannot be

granted and the due date for handover of possession remains unaltered i.e. 31.12.2024.

G. Findings on the reliefs sought by the complainant:

G. I Direct the respondent to pay delayed possession charges.

G.II To issue of fresh offer for possession after receipt of completion certificate from the competent authority and handover lawful physical possession and execute the conveyance deed.

19. 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.
20. 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."*

21. In the present case in hand the allotment was made to the complainant on 09.05.2023 for the sco plotted colony, no buyer agreement is executed till date. However as mentioned in the allotment letter the proposed date of possession of the plot is 31.12. 2024. Therefore the due date comes out to be 31.12.2024.
22. **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.

23. 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.
24. 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., 07.04.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
25. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

Explanation. — For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the*

allottee defaults in payment to the promoter till the date it is paid;"

26. Therefore, interest on the delay payments 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.
27. On consideration of the documents available on record and submissions made by both the parties, 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. The completion certificate was obtained on 23.04.2025 and the respondent no. 1 has offered the possession on 21.04. 2025. Therefore this offer of possession is invalid as the same was offered without obtaining the occupation certificate/completion certificate. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the allotment to hand over the possession within the stipulated period.
28. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession till completion certificate dated 23.04.2025 as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
29. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. 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. Therefore, the respondent is directed to offer a valid offer of possession to the complainant and execute conveyance deed in

favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

G.III. To restrain the respondent from charging the payment “on offer of possession”. The demand of final payment upon offer of possession should be quashed and respondents be directed not to charge any interest on the amount.

G. IV. As per SOA dated 22.08.2023, the respondent has wrongly charged Rs.11,11,543/- for electricity connection charges and GST.

G.V The maintenance charges are agreed to be free for one year at the time of booking of plot.

G.VI. Restrain the respondent from raising any illegal demands for IFMS, Maintenance Charges, or One time Electricity Charges which have been explicitly waived by the respondent.

30. 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.

31. The complainant in its complaint has stated that the respondent is charging demands from the complainant on offer of possession, charging electricity connection charges and Gst charges and other charges which were already waived off by the respondent.

32. The Authority is of the view that because no builder buyer agreement has been signed yet, the respondent has no legal right to demand any payment at this stage. Once the builder buyer agreement is executed between the parties, then the respondent can charge demands as per the payment plan and other various charges. The agreement itself must comply with the model agreement prescribed under RERA (Real Estate Regulatory Authority rules).

G.VII Penalize the respondent for collecting the amount paid without entering the bba as per section 13 of the Act.

G.VIII That till date there is no agreement upon mutual agreed terms and conditions between the parties. The respondent be directed to settle the terms suiting both the parties mutually.

33. As per the documents on record, it is evident that the complainant has already paid an amount of Rs. 3,50,87,900/- out of the total sale consideration of Rs. 3,50,87,900/- without executing the builder buyer agreement.
34. As per the documents available on record there have been various communications between both the parties with regard to executing the buyer agreement. However, no such agreement has been executed till date.
35. The Authority is satisfied that the respondent has acted in contravention of Section 13 of the Real Estate (Regulation and Development) Act, 2016. The respondent was fully aware that, in terms of Section 13 of the Act, a promoter cannot accept more than ten percent of the cost of the apartment as an advance payment or application fee from a person without first entering into a written agreement for sale. In the present case, the respondent, despite being fully aware of this statutory mandate, has neither executed any agreement for sale nor complied with the provisions of the Act.
36. Therefore, the respondent is directed to execute the Builder Buyer Agreement with the complainant and the buyer agreement should be in terms of the Model Agreement prescribed under RERA (Real Estate Regulatory Authority rules) within 90 days from the date of this order.

G.IX The respondent also be directed to place on record the original structural design/ relevant papers of the project. Also to submit that in the pictures given in the brochure, there are no such pictures of panels shown in the open area.

G.X. Direct the respondent no.1 to immediately remove the electrical panels from the designated parking/frontage area of the complainant.

37. As per Section 11(4) the respondent is directed to provide the sanctioned plans, layout plans, along with specifications approved by the competent Authority, or any other such document needed by the complainant with regard to the project.

38. As far as relief of electrical panel is concerned, the complainant is stating that the respondent has not removed electrical panels constructed in front of the unit as the same were not part of the brochure. Therefore, a local commissioner was appointed by the Authority on 20.11.2025 and the following observations were made:

A. As per approved layout plan of the colony, the complainant plot no. 129 exists on 6m wide road of the colony and there is parking space demarcated in front of complainant plot.

B. The promoter has obtained the completion certificate for the commercial plotted colony vide memo. No. LC-4255-JE(RK)/2025/12826 dated 23.04.2025.

C. An electrical panel has been installed by the promoter in the parking space. The electrical panel so installed in the parking space exists in between the front of two plots i.e., complainant plot no. 129 and another adjacent plot no. 128. Therefore, the electrical panel exists adjacent front of the complainant plot no. 129. Further no specific approved drawing/electrical plan of the colony has been provided by the promoter.

39. The RERA act, 2016 empowers Adjudicating officer to summon any person, in order to establish the veracity and extent of default and it is evident that the inquiry has to take into its ambit and relate not only to their defaults of the promoter as detailed in section 12,14,18 of the Act but also the factors detailed in section 72 (a)(b)(c)(d), while assessing the quantum of compensation. The grievance of the allottee regarding defaults or deficiencies of the promoter detailed in the complaint would in itself cast a duty upon the Adjudicating officer to hold an enquiry to ascertain the veracity of the allegations made by the allottee against the promoter.
40. In addition, discretion has been bestowed by the legislature upon the Adjudicating Officer to take into consideration any such factors as may be necessary to the case in furtherance of cause of justice.

41. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, 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.

H. Directions of the authority

42. 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):

- i. The respondent/promoter is directed to pay interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession 31.12.2024 till completion certificate dated 23.04.2025 as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from the due date till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The respondent is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and to get the conveyance deed of the

- allotted unit executed 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.
- iv. The respondent is directed to execute the Builder Buyer Agreement with the complainant and the buyer agreement should be in terms of the Model Agreement prescribed under RERA (Real Estate Regulatory Authority rules) within 90 days from the date of this order.
- v. The complainant is also obligated to pay the outstanding amount if any.
- vi. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s), in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
43. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
44. The complaints as well as applications if any, stand disposed off.
45. Files be consigned to registry.



(Arun Kumar)
Chairman

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 07.04.2026