

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

Complaint no. : 5831 of 2024
Date of filing : 28.11.2024
Date of decision : 20.01.2026

Tajveer Singh

Regd. Address: C-4-094, Sobha City, Sector 108,
Gurugram, Haryana-122017

Complainant

Versus

M/s Citra Properties Limited

Regd. office: Office No.202, 2nd floor, A-18, Rama
House, Middle Circle, Cannaught Place, New Delhi
-110001

Respondent

CORAM:

Shri Arun Kumar
Shri P S Saini

**Chairman
Member**

APPEARANCE:

Sh. U K Bharadwaj (Advocate)
Sh. Pulkit Thareja (Advocate) along with
Sh. Ashish AR of the Company

Counsel for Complainant

Counsel for Respondent

ORDER

1. The present complaint has been filed by the complainants/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 provisions of the Act or the Rules and regulations

made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and Project related details:

2. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S. No.	Particulars	Details
1.	Name of the project	"Indiabulls One 09" sector-109, Gurugram
2.	Project area	5.90 acres
3.	Nature of project	Commercial
4.	RERA registered/not registered	Registered vide no. 298 of 2017 dated 13.10.2017
5.	DTCP License no.	43 of 2012 dated 05.05.2012
6.	Application form	19.04.2016
7.	Provisional allotment letter	17.06.2016 (as per page 14 of complaint)
8.	Buyer's Agreement	03.10.2016 (As per page no. 17 of the complaint)
9.	Unit no.	Shop no. 155, 1 st floor, (As per page no. 14 & 19 of the complaint)
10.	Unit measuring	783 sq. ft. (As per page no. 14 & 19 of the complaint)
11.	Possession clause	23. <i>The developer shall endeavour to complete the construction of the unit within a period of forty-eight months with a six-months grace period thereon.....</i> (As per page no. 28 of the complaint)
12.	Due date of possession	03.04.2021
13.	Earnest money	15% from sale consideration

14.	BSP	Rs. 60,51,600/- (As on page no. 22 of the complaint)
15.	Total sale consideration	Rs.64,80,378/- (As on page no. 21 of the complaint)
16.	Total amount paid by the complainant	Rs.48,61,488/- (As per offer of possession dated 21.08.2024 at page no. 63 of the complaint) Rs.22,04,455/- paid after offer of possession and admitted by respondent in reply at page 4.
17.	Payment plan	Time linked plan at page 43 of complaint * '30% of sale + 100% maintenance' on offer of possession
18.	Occupation certificate	19.07.2024 Part OC (at page 27 of reply)
19.	Offer of possession with outstanding due of Rs.24,74,287	21.08.2024 (As per page no. 63 of the complaint)
20.	Mail by respondent regarding clearance of outstanding dues and notice for termination	*26.10.2024 along with notice for termination dated 25.10.2024 annexed at page 77 of the complaint *28.10.2024 (As per page no. 76 of the complaint)
21.	Mail by complainant regarding adjustment of DPC from outstanding due	22.08.2024, 01.10.2024, 19.10.2024 (acknowledged by respondent) & 28.10.2024 (As per page no. 69, 71, 74 & 78 of the complaint)
22.	Mail by complainant regarding change of address	18.10.2024 and same was acknowledged on same day. (As per page no. 72 of the complaint)
23.	Termination notice through email	25.10.2024 (page 77 of complaint)

24.	Amount paid after termination notice	Rs.22,04,455/- sent through mail.06.11.2024 *Receipt of this amount also issued by the respondent company mentioned at page nos.82-84 of complaint (at page 81 of complaint)
25.	Final termination letter	26.11.2024 *Reason outstanding due of Rs.3,05,539/- (at page 39 of reply)

B. Facts of the complaint: -

3. The complainants have made the following submissions: -

- a. That the complainant had booked a shop no. 155, admeasuring 738 sq. ft. on first floor of the "Indiabulls One 09" project at Sector 109, Gurugram -122017 vide his application dated 19.04.2016, being developed M/s Citra Properties Limited (under the aegis of Equinox India Developments Limited (formerly called Indiabulls Real Estate Limited). Accordingly, a provisional letter of allotment was issued by the respondent on 17.06.2016
- b. That the respondent and complainant executed the allotment letter/buyer-developer agreement on 03.10.2016 in respect of shop no.155, 1st floor having super built-up area of 738 square feet at 'Indiabulls One 09' located at Sector 109 Gurgaon, Haryana-122017. The total sale consideration for the said property was agreed to be Rs.64,80,378/-. The payment plan that was agreed upon was "Possession Linked Payment Plan".
- c. That the complainant made all payments as and when demanded. Till date complainant paid an amount of Rs.50,61,488/- to the respondent. That the due date for handing over of possession of the unit by the respondent was 03.10.2020 i.e. 48 months from the date of execution of

BBA. Further grace period is allowed then due date of handing over of possession is 03.04.2021. However, the respondents notified a revised date of handing over of possession as 30.04.2021.

- d. That the respondent had agreed to compensate the complainant with interest @Rs.10.00/- per (sq. ft.) of super area per month for the period of delay in handing over possession.
- e. The respondent offered possession to the complainant on 21.08.2024, after a delay of 03 years and 06 months with a demand of payment of an amount of Rs. 24,74,287/- as balance sale consideration. The complainant promptly responded to the demand through his e-mail dated 22.08.2024 requesting the respondents to review the demand and resend the same after adjusting the penalty/interest amount for delay in offering possession as agreed.
- f. That the complainant received a reminder on 01.10.2024 and same was responded promptly by the complainant on same day and requesting the respondents to refer to his previous mail of 22.08.2024. The complainant also updated the respondent with his new postal and residential address by mail dated 18.10.2024, so as to be sure about not missing out on any physical communications envisaged to be sent by the respondents. This mail was responded by the respondents on 19.10.2024.
- g. That the complainant reiterated again in detail his plea to the respondents to consider deduction of interest amount for delay in offering possession from balance sale consideration on 19.10.2024, which was just answered in the form of routine Auto-reply mail by the respondents on same day i.e. 19.10.2024.

- h. That the respondent sent another reminder/notice for payment of outstanding balance sale consideration in the form of notice dated 26.10.2024 and threatening to terminate the allotment/booking if the complainant fails to pay the balance sale consideration demand within 15 days. The complaint raise demand of Rs.24,99,655/- that was Rs.25,368/- more than the last demand. The complainant under duress, helplessly made his decision to pay balance sale consideration, but only by deducting from his own side an amount of Rs. 2,95,200/- for a delay period of 40 months [from 30.04.2021 till 21.08.2024 i.e. date of offer of possession]. Accordingly, the complainant due to undue stress, responded to the terminating notice of the respondents through email dated 28.10.2024 and requested for urgent review and reconsideration of balance sale consideration. The complainant also reiterated that in absence of any positive response and decision from the respondent he would be compelled to deduct the interest amount on his own and pay the balance sale consideration. The respondent responded to this decision of complainant with an auto-response mail. The complainant under compulsion, finally made payment of Rs. 21,79,087/- on 04.11.2024 and 05.11.2024. This was intimated to the respondent through email dated 06.10.2024. The respondents accepted the payments and forwarded the receipts on 13.11.2024.
- i. That the complainant herewith seeks relief from the Authority for issuing necessary order in favour of the complainants u/s 18(1) of the RERA Act 2016 by issuing directives to the respondent M/s Citra Properties Limited to either pay the interest amount calculated @Rs 10 per square feet of a super area of 738 square feet for period starting from 30.04.2021 till the date of actual payment to the complainant or

reduce the balance sale consideration by the amount of interest thus calculated for the delay in offering possession till the date of handing over possession post factoring in the delay interest.

C. Relief sought by the complainants:

4. The complainants have sought following relief:

- a. To direct the respondent to pay interest/penalty to the complainant for delay in offering possession for the period from 30.04.2021 till date of actual payment @Rs.10/- per sq. ft. per month of delay for 738 sq. ft.
- b. Deduction of interest element for the delay in offering possession for the period starting from 30.04.2021 till date of actual date of handing over possession @ Rs.10 per square feet per month of delay for 738 square feet Super Area from the balance sale consideration that would be due from complainant on date of handing over possession post factoring in the delay interest.
- c. Restrict the respondent for terminate complainant's allotment/booking of the unit and stay the termination of allotment/booking of the shop.

D. Reply filed by the respondent:

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

- a. That the complainant neither have any cause of action nor any locus standi to file the present complaint against the respondent, especially when the complainant himself is in continuous default in making payment towards the sale consideration of the unit.
- b. That the complainant has filed the present complaint seeking possession of the unit booked by him along with interest, however the claim is liable

- to be dismissed and rejected as the provisional allotment of the complainant in the unit already stands cancelled on 26.11.2024.
- c. That the respondent applied for the occupancy certificate on 25.09.2023 with the DTCP, Haryana. However, the same was received after almost 1 year i.e. 19.07.2024. The construction of the tower wherein the subject unit is located was already completed by 25.09.2023.
- d. That subsequent to the grant of the Occupation Certificate, the respondent vide its letter dated 21.08.2024, informed the complainant that the Occupation Certificate for the Tower is received and the complainant was called upon to take the possession of his unit. Further, vide the said letter the complainant was also asked to remit the possession dues of Rs.24,74,287/- towards the sale consideration of the unit which was pending as per the payment plan opted by the complainant at the time of booking. However, the complainant deliberately did not remit the entire outstanding payment of the abovementioned amount.
- e. That the complainant against the total outstanding amount of Rs.24,74,287/- on his volition and will, only paid an amount of Rs.22,04,455/- and withheld the balance amount of Rs. 2,69,832/-with him. The complainant made part payment towards the total outstanding dues against the unit, however the balance possession dues were never made by the complainant.
- f. That the complaint failed to make clear the balance possession dues against the unit, the Company issued reminder letters dated 21.08.2024 and 01.10.2024 calling upon the complainant to make clear the same. That despite multiple reminders sent by the respondent, the complainant failed to make clear the total possession dues against his unit. Due to the

continuous default on part of the complainant to make payment of the sale consideration, the respondent sent a final call letter dated 25.10.2024 to the complainant calling him to make payment of the balance sale consideration for his unit. Vide the said letter the complainant was also informed that failure on his part to make clear the same within the stipulated time as mentioned in the letter, his allotment in the unit shall stand cancelled. However, despite sending the said letter the complainant never cleared the possession outstanding dues.

- g. That the complaint failed to pay any heed to the final call letter dated 25.10.2024 sent by the respondent and never came forward to make clear the balance possession dues, the Company was left with no other option but to issue termination letter dated 26.11.2024 whereby terminating the provisional allotment of the complainant in the unit in terms of the agreement to sell dated 03.10.2016.
- h. That the complainant is in violation of their obligations, wherein they failed to remit the amount as per the possession letter. Therefore, the respondent was constrained to terminate the provisional allotment of the complainant in the unit. The complainant is also in clear violation of provisions of RERA Act 2017 especially section 19(6) of the Act which clearly obligates an allottee to make timely payments as specified in the Agreement for Sale.
- i. That the respondent was constrained to cancel the unit on account of non-payment of sale consideration despite sending repeated reminders. Further the termination of allotment is with the terms of the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules 2017.

- j. That vide the termination letter dated 26.11.2024 the complainant was duly informed that after making dues adjustments as per the terms of agreement balance amount will be refunded to the complainant. The respondent already deposited the requisite Tax amounts to statutory bodies at the time of raising the demand on behalf of the complainant. Since the said tax amounts are not refundable to the respondent, the same are the losses borne by the respondent, which the complainant is liable to pay for their unit.
- k. That upon cancellation of the unit in question, respondent is entitled for applicable deduction of such tax amount which was passed on by the respondent to the Govt. Authorities including Service tax, Vat charges, GST etc. by the respondent on behalf of the complainant for his unit. If the Authority deprives the respondent to deduct such tax amount paid by the respondent to the govt. Authorities for the unit booked by the complainant, the respondent will suffer huge financial loss.
- l. That as per clause 46 of the agreement, the date of delivery is subject to force majeure conditions as mentioned in the clause.
- m. That the respondent faced with certain force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not

only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 (Two) years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the Project continued without shifting any extra burden to the customer. It is to be noted that the development and implementation of the said Project have been hindered on account of several orders/directions passed by various authorities/forums/courts.

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

E. Jurisdiction of the Authority

7. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.I Territorial jurisdiction

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

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

"Section 11(4)(a)

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

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

10. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent.

F.1 Objections regarding force majeure.

11. That respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions such as demonetization, and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the Covid-19, pandemic among others, but all the pleas advanced in this regard are devoid of merit. The flat buyer's agreement was executed between the parties on 03.10.2016 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 03.10.2020. The events such as and various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not

continuous as there is a delay of more than four years and even some happening after due date of handing over of possession. However, the Authority observes that there is provision of 6 months grace period in lieu of force majeure conditions as per clause 23 of the agreement dated 03.10.2016 and the same is unqualified.

12. In view of the above, the Authority allows 6 months grace period on account of force majeure is being granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent-promoter. Accordingly, the due date of possession comes out to be 03.04.2021.

G. Findings regarding relief sought by the complainants.

- G.I. To direct the respondent to pay interest/penalty to the complainant for delay in offering possession for the period from 30.04.2021 till date of actual payment @Rs.10/- per sq. ft. per month of delay for 738 sq. ft.**
- G.II. Deduction of interest element for the delay in offering possession for the period starting from 30.04.2021 till date of actual date of handing over possession @ Rs.10 per square feet per month of delay for 738 square feet Super Area from the balance sale consideration that would be due from complainant on date of handing over possession post factoring in the delay interest.**
- G.III. Restrict the respondent for terminate complainant's allotment/booking of the unit and stay the termination of allotment/booking of the shop.**

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 reliefs. Thus, the same being interconnected.
14. In the present matter the complainant purchased a commercial unit bearing no. shop no. 155, 1st floor, admeasuring 783 sq. ft. in the project Indiabulls One 09, Sector 109, Gurugram. The complainant paid an

amount of Rs.70,65,943/- against the total sale consideration of Rs.64,80,378/-. An agreement was executed between the complainant and the respondent on 03.10.2016 and according to clause 23 of the agreement the respondent was obligated to complete the construction of the project and hand over the possession of the subject unit by 03.10.2020. The part occupation certificate for the project has been obtained on 19.07.2024 from the competent Authority.

15. The Authority observes that the present complaint is filed on behalf of complainant to set aside cancellation letter dated 26.11.2024 sent by the respondent. On bare perusal of the documents placed on record by complainant and respondent, the possession of the subject unit was offered by respondent on 21.08.2024 along with outstanding dues of Rs.24,74,287/- after obtaining part Occupation certificate dated 19.07.2024 from the competent Authority.
16. That after receiving offer of possession dated 21.08.2024, the complainant sent various mail to the respondent-promoter, mentioning that the possession of the subject unit was offered after delay of more than 3 years and requesting the respondent-promoter to deduct/adjust/set-off delay possession charges from outstanding dues. In lieu of the same, complainant sent various e-mails dated 22.08.2024, 01.10.2024, 19.10.2024 and 28.10.2024 and all these mails are acknowledged by the respondent-promoter.
17. It is evident from the documents placed on record that the respondent sent email dated 26.10.2024 along with notice of termination dated 25.10.2024 to the complainant to clear outstanding dues. Subsequent to the termination notice dated 25.10.2024 (*sent by respondent through email*), the complainant paid an amount of Rs.22,04,455/- to the

respondent and same amount was also acknowledged by the respondent-promoter.

18. Furthermore, after receiving payment of Rs.22,04,455/- from the complainant (*same was made after termination notice dated 25.10.2024*), the respondent-promoter again sent final termination notice dated 26.11.2024 to the complainant and cancel the unit due to outstanding dues of Rs.3,05,539/-.

19. That in the regard of cancellation, reference needs to be made to the payment plan, as mentioned in the 'Payment Schedule E-Indiabulls One 09' of the agreement dated 03.10.2016. The payment plan is given below in tabular form for ready reference:-

Possession Linked Payment Plan	
Booking amount	Rs.2,00,000/-
Within 30 days of advance towards booking less booking 2 lacs	10% of sale price
Within 90 days of advance towards booking	20% of sale price
On completion of Super Structure or 18 months (whichever is later)	40% of sale price
On offer of possession	30% of sale price + 100% Maintenance Security

20. That the booking of the subject unit was made by the complainant vide application form dated 19.01.2016 and an amount of Rs.48,61,488/- paid by the complainant out of basic sale consideration of Rs.60,51,600/- till offer of possession dated 21.08.2024. After termination notice dated

25.10.2024, the complainant paid an amount of Rs.22,04,455/- to the respondent.

21. The Authority is of view that there is delay of more than 3 years in offer of possession on part of respondent as due date of handing over of possession as per clause 23 of agreement dated 03.10.2016 is 03.04.2021 and admittedly the possession was offered by the respondent on 21.08.2024 without adjustment of delay possession charges. After repeated request by the complainant through e-mails dated 22.08.2024, 01.10.2024, 19.10.2024 & 28.10.2024 regarding adjustment of delay possession charges, but the respondent pay no heed to the request made by the complainant and cancel the unit vide final termination letter dated 26.11.2024. The Authority is of view that the cancellation is bad in eyes of law and is hereby set aside.
22. In light of these observations, the respondent is directed to reinstate the unit and offer to the complainant as per the agreed terms of the subject agreement and handover its physical possession.
23. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the provisions of section 18(1) of the Act which reads as under:

"Section 18: - Return of amount and compensation
(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

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

24. Clause 23 of the agreement for sale is reproduced below: -

23.

The developer shall endeavour to complete the construction of the unit within a period of forty-eight months with a six-months grace period thereon....."

(Emphasis supplied)

25. Due date of possession and admissibility of grace period: As per clause 23 of the BBA, the possession of the allotted unit was supposed to be offered within a stipulated timeframe i.e. by 03.10.2020. As far as grace period of 6 months is concerned the same is allowed being unqualified. Accordingly, the due date of possession comes out to be 03.04.2021. The part occupation certificate for the project has been obtained on 19.07.2024 from the competent Authority.

26. 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."

27. 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;”

28. 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., 20.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

29. **Rate of interest to be paid by complainant/allottee for delay in making payments:** The definition of term ‘interest’ as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.

30. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 23 of the agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 03.04.2021. The Authority is of the considered view that there is

delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement executed between the parties. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. w.e.f. 03.04.2021 till date of valid offer of possession plus 2 months or actual handing over of possession, whichever is earlier at prescribed rate i.e., 10.80% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

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

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

G.V. Execute Conveyance Deed

33. The Authority observes that the conveyance has been subjected to all kinds of terms and conditions of agreement and the complainants not being in default under any provisions of agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. A reference to the provisions of sec. 17 (1) and proviso is also must and which provides as under:-

"Section 17: - Transfer of title

17(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association

of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building; as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

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

H.Directions of the Authority

35. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- a. Cancellation dated 26.11.2024 is bad in eyes of law and hence set-aside and the respondent is directed to reinstate the unit of the complainant within 30 days of the order.
 - b. The respondent is directed to pay the interest at the prescribed rate i.e. 10.80 % per annum for every month of delay on the amount paid by the complainant from the due date of possession i.e., 03.04.2021 till the date of valid offer of possession plus 2 months or actual handing over of possession, whichever is earlier, as per proviso to section 18(1) of the Act read with rule 15 of the rules.

- c. The respondent is directed to hand over the actual physical possession of the unit to the complainant.
 - d. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
 - e. The respondent is directed to executed conveyance deed of the allotted unit after obtaining occupation certificate in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
 - f. The respondent shall not charge anything from the complainant which is not the part of the agreement.
 - g. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
36. Complaint stands disposed of.
37. File be consigned to registry.



(P-S Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.01.2026