

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

Date of Order:

13.01.2026

NAME OF THE BUILDER(S)		VATIKA SEVEN ELEMENTS PRIVATE LIMITED & VATIKA LIMITED	
PROJECT NAME		"SEVEN ELEMENTS"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3996/2025	Dal Chandra Rastogi V/S Vatika Seven Elements Private Limited & Vatika Limited	Sh. Vijay Kumar Sharma Advocate for complainant Sh. Chirag Sidharth Advocate for respondents
2.	CR/3998/2025	Meena Rastogi V/S Vatika Seven Elements Private Limited & Vatika Limited	Sh. Vijay Kumar Sharma Advocate for complainant Sh. Chirag Sidharth Advocate for respondents
3.	CR/3999/2025	Siddhartha Rastogi V/S Vatika Seven Elements Private Limited & Vatika Limited	Sh. Vijay Kumar Sharma Advocate for complainant Sh. Chirag Sidharth Advocate for respondents

**CORAM:**

Shri Arun Kumar

Chairman

**ORDER**

1. This order shall dispose of all the complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules

and regulations made there under or to the allottee as per the agreement for sale executed inter se.

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, "Seven Elements" (Residential Group Housing Colony) being developed by the same respondents/promoter i.e., Vatika Seven Elements Private Limited and Vatika Limited. The terms and conditions of the application for the provisional allotment, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delayed possession charges along with interest and others.
3. 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 a table below:

<b>Project Name and Location</b>	<b>Vatika Seven Elements Private Limited &amp; Vatika Limited at "Seven Elements" situated in Sector-89A, Gurugram</b>		
<b>Occupation Certificate: Not obtained</b>			
<b>Possession Clause:</b> <b>13.Schedule for possession of the said apartment</b> <i>The developer based on its present plans and estimates and subject to all just exceptions contemplates to complete construction of the said building/ said apartment within a period of 48 months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 14 to 17 &amp; 37 or due to failure of allottee(s)...</i> <b>[Emphasis supplied]</b>			
<b>Complaint No., Case Title</b>	<b>CR/3996/2025 Dal Chandra Rastogi V/S Vatika Seven Elements Private Limited &amp; Vatika Limited</b>	<b>CR/3998/2025 Meena Rastogi V/S Vatika Seven Elements Private Limited &amp; Vatika Limited</b>	<b>CR/3999/2025 Siddharth Rastogi V/S Vatika Seven Elements Private Limited &amp; Vatika Limited</b>
<b>Reply status</b>	23.12.2025	23.12.2025	23.12.2025

<b>Unit no.</b>	904, 9 <sup>th</sup> floor & Tower-A3 (As per page no. 21 of the complaint)	402, 4 <sup>th</sup> floor & Tower-A2 (As per page no. 20 of the complaint)	404, 4 <sup>th</sup> floor & Tower-A3 (As per page no. 21 of the complaint)
<b>Area admeasuring</b>	1620 sq. ft. (super area) (As per page no. 21 of the complaint)	1620 sq. ft. (super area) (As per page no. 20 of the complaint)	1620 sq. ft. (super area) (As per page no. 21 of the complaint)
<b>Date of execution of buyer's agreement</b>	04.07.2016 (As per page no. 19 of the complaint)	09.06.2016 (As per page no. 19 of the complaint)	04.07.2016 (As per page no. 19 of the complaint)
<b>Due date of handing over of possession</b>	04.01.2021 [ <b>Note:</b> Due date of possession is to be calculated 48 months from the date execution of buyer's agreement i.e., 04.07.2016 plus grace period of 6 months on account of Covid-19]	09.12.2020 [ <b>Note:</b> Due date of possession is to be calculated 48 months from the date execution of buyer's agreement i.e., 09.06.2016 plus grace period of 6 months on account of Covid-19]	04.01.2021 [ <b>Note:</b> Due date of possession is to be calculated 48 months from the date execution of buyer's agreement i.e., 04.07.2016 plus grace period of 6 months on account of Covid-19]
<b>Offer of possession</b>	Not offered	Not offered	Not offered
<b>Total Consideration / Total Amount paid by the complainant</b>	<b>TSC:</b> <b>Rs.1,14,21,000/-</b> (As per page no. 22 of the complaint) <b>AP:</b> <b>Rs.34,23,202/-</b> (As per SOA dated 09.06.2023 on page no. 54 of the complaint)	<b>TSC:</b> <b>Rs.1,14,21,000/-</b> (As per page no. 22 of the complaint) <b>AP:</b> <b>Rs.34,23,202/-</b> (As per SOA dated 09.06.2023 on page no. 54 of the complaint)	<b>TSC:</b> <b>Rs.1,19,07,000/-</b> (As per page no. 22 of the complaint) <b>AP:</b> <b>Rs.34,23,202/-</b> (As per SOA dated 09.06.2023 on page no. 54 of the complaint)
<b>The complainant in the above complaint(s) has sought the following reliefs:</b>			
1. Direct the respondents to deliver the possession of the unit to the complainant. 2. Direct the respondents to pay interest for the period of delay in offer of possession of the unit by respondents/promoters to the complainant in accordance with Act & Rules.			

3. Direct the respondents to adjust the amount of interest for the period of delay in offer of possession payable by respondents to the complainant from the balance consideration for the unit payable by the complainant to respondents.
4. Direct the respondents to execute and register the conveyance deed of the unit in favour of the complainant.
5. Direct the respondents to pay Rs. 55,000/- to complainant as litigation expenses.

**Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:**

**Abbreviation Full form**

**TSC** Total Sale consideration

**AP** Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the buyer's agreement against the allotment of units in the project of the respondents/builder and for not handing over the possession by the due date, seeking 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 promoters, 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/allottee are also similar. Out of the above-mentioned case, the particulars of lead case *CR/3996/2025 titled as Dal Chandra Rastogi V/S Vatika Seven Elements Private Limited & Vatika Limited* are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

#### **A. Unit and project related details**

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

S. No.	Particulars	Details
1.	Name and location of the project	"Seven Elements", Sector-89A, Gurugram.
2.	Project area	14.30 Acres
3.	Nature of Project	Residential Group Housing Colony
4.	DTCP license no. and validity status	41 of 2013 dated 06.06.2013 valid up to 05.06.2024
5.	Name of Licensee	M/s Vatika Limited
6.	Rera registered/ not registered and validity status	<b>Registered [Phase-1]</b> 281 of 2017 dated 09.10.2017 valid up to 31.03.2021
7.	RERA Extension	RC/REP/HARERA/GGM/ 281 of 2017/7(3)/39/2023/16 dated 24.11.2023 valid up to 31.01.2026
8.	Unit no.	904, 9 <sup>th</sup> Floor, Tower-A3 (As per page no. 21 of the complaint)
9.	Unit Admeasuring	1620 sq. ft. (super area) (As per page no. 21 of the complaint)
10.	Buyer's Agreement	04.07.2016 (As per page no. 19 of the complaint)
11.	Possession Clause as per buyer's agreement	<b>13.Schedule for possession of the said apartment</b> The developer based on its present plans and estimates and subject to all just exceptions contemplates <b>to complete construction of the said building/ said apartment within a period of 48 months from the date of execution of this agreement</b> unless there shall be delay or there shall be failure due to reasons mentioned in clause 14 to 17 & 37 or due to failure of allottee(s)...

		<b>[Emphasis supplied]</b> (As per page no. 29 of the complaint)
12.	Due date of possession	04.01.2021 [ <b>Note:</b> Due date of possession is to be calculated 48 months from the date execution of buyer's agreement i.e., 04.07.2016 plus grace period of 6 months on account of Covid-19]
13.	Total sale consideration	Rs.1,14,21,000/- (As mentioned in BBA on page no. 22 of complaint)
14.	Total amount paid	Rs.34,23,202/- (As per SOA dated 09.06.2023 on page no. 54 of the complaint)
15.	Occupancy Certificate	Not obtained
16.	Offer of possession	Not offered

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

8. The complainant has made the following submissions:
- I. That the respondents are developing Group Housing Colony named "Seven Elements" at Sector-89A, Gurugram under license no. 41 of 2013 issued by Directorate of Town Country Plan, Haryana.
  - II. That on 03.05.2016, the complainant booked apartment no. 904 situated on 9<sup>th</sup> floor in tower-A3 of the said project for a total sale price of Rs.1,14,21,000/- out of which Rs.34,23,202/- has been paid by the complainant.
  - III. That a builder buyer's agreement was executed between the parties on 04.07.2016. As per agreed payment plan, balance payment is payable by complainant at the stage of offer of possession of apartment by the respondents.

- IV. That on 09.06.2023, the respondents have issued statement of account to the complainant wherein the respondents have acknowledged receipt of Rs.34,23,202/- for the aforesaid apartment.
- V. That as per clause 13 of the builder buyer's agreement dated 04.07.2016, the respondents had to deliver possession of the apartment to the complainant within 48 months from the date of execution of builder buyer's agreement i.e., by 03.07.2020 but the respondents have not offered possession till date.
- VI. That the present complaint is being filed for relief of possession with interest for delay in offer of possession of the apartment by the respondents.

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

9. The complainant has sought following relief(s):
- i. Direct the respondents to deliver the possession of the unit to the complainant.
  - ii. Direct the respondents to pay interest for the period of delay in offer of possession of the unit by respondents/promoters to the complainant in accordance with Act & Rules.
  - iii. Direct the respondents to adjust the amount of interest for the period of delay in offer of possession payable by respondents to the complainant from the balance consideration for the unit payable by the complainant to respondents.
  - iv. Direct the respondents to execute and register the conveyance deed of the unit in favour of the complainant.
  - v. Direct the respondents to pay Rs. 55,000/- to complainant as litigation expenses.

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:**

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

- a. That the complaint is liable to be dismissed as the complainant has come before this Hon'ble Authority with unclean hands and has hidden facts with an attempt to mislead this Hon'ble Authority.
- b. That despite the challenges on account of huge default by buyers and demonetization affecting the development of the project, the construction of "Seven Elements" project was undertaken by the respondents in right earnest and the same proceeded in full swing.
- c. That the complainant had booked unit bearing no. 904 at the 9<sup>th</sup> floor of Tower - A3 in the project for a total consideration of Rs.1,14,21,000/-. The complainant has only paid a sum of Rs. 34,23,202/- against the said booking which amounts to nearly 25% of the amount till date and further, the complainant is in default of making timely payment of the sale consideration.
- d. That as per clause 7 of the agreement to sale, the construction of the project was contemplated to be completed subject to force majeure circumstances mentioned in clause 9 thereof which provided for extension of time. The present complaint is pre-mature as it is the admitted position of the complainant that the respondent is required to handover the possession of the said unit 48 months from the date of execution of the builder buyer's agreement and therefore filing a pre-mature complain is not maintainable at all the same must be dismissed on the said ground.

- e. That the respondent had offered "Payment Linked Plan" and "Construction Linked Plan" to its buyers. Few of the buyers had opted for "Payment Linked Plan" however most of the buyers in the project had agreed for a payment schedule which is known as "construction link payment plan". The pace of construction and timely delivery of apartments in a project where the majority of buyers have opted for construction linked payment plan is solely dependent on timely payment of demand raised by the developer. If the buyers of apartments in such projects delay or ignore to make timely payments of demands raised, then the inevitable consequence is the case of construction getting affected and delayed. It is submitted that most of the flat buyers including the complainant, in the "Turning Point" project have wilfully defaulted in the payment schedule which has also contributed to the delay in the construction activity and affecting the completion of the project.
- f. That beside the above major default in non-payment of instalments by majority of buyers, the demonetization of currency notes announced vide executive order dated 08.11.2016 has also affected the pace of the development of the project. All the workers, labourers at the construction sites are paid their wages in cash keeping in view their nature of employment as the daily wage labourers. The effect of such demonetization was that the labourers were not paid and consequently they had stopped working for the project and had left the project site/ NCR which led in huge labour crisis which was widely reported in various newspapers/ various media. Capping on withdrawal and non-availability of adequate funds with the banks had further escalated this problem many folds.

- g. That the world at large has witnessed COVID-19 pandemic and the Government of India imposed a lockdown on all commercial activities in the light of the ongoing pandemic situation from 22.03.2020. Due to uncertainty and fearing sickness and the epidemic, most of the construction workers left for their home towns. Although our contractors received the permission to commence work on site during the Month of May, the non-availability of manpower impacted the productivity very severely. The above has resulted in delays in construction of the project, for reasons that essentially lie beyond our control. We are committed to make all efforts to reduce the impact of the construction ban. Further, to increase the misery of the respondent, the labourers started migration towards their hometown. Post lockdown, the labourers have not returned full-fledged till date. Moreover, the restrictions have been imposed by the state government on the extraction of ground water for construction purposes in Gurgaon.
- h. That it is an established law, if one party to the agreement defaults in its obligation under an agreement, he cannot expect the other party to fulfil its obligation in a timely manner. A defaulter under an agreement cannot seek remedy for default against the other for delay. Needless to say, that the obligation for payment of the instalments was first on the complainant and then the obligation of the respondent was to complete and hand over the apartment. Therefore, the complainant cannot allege delay in completion under the camouflage of refined wordings and misuse of the process of law.
- i. That the respondents crave leave of this Hon'ble Authority to file additional documents, if so required, for proper adjudication of the issues involved in the present complaint.

12. The complainant has filed the complaint against R1 and R2. The buyer's agreement has been executed with both the respondents and R2 is the confirming party. Moreover, the payments have been made to R2 only as per the account statement placed on record by the complainant. Thus, it can be concluded that both the respondents are jointly and severally liable to the complainant.
13. 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:**

14. 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**

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**

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.*

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

**F. Finding on objections raised by the respondent:**

**F.I Objection regarding force majeure circumstances.**

16. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as demonetization, non-payment of instalment by different allottees of the project and COVID-19 outbreak etc. But all the pleas advanced in this regard are devoid of merit. Therefore, it is nothing but obvious that the project of the respondent was already delayed, and no extension can be given to the respondent in this regard. The events taking place such as restriction on construction due to weather conditions were for a shorter period of time and are yearly one and do not impact on the project being developed by the respondent and the promoter is required to take the same into consideration while launching the project. Though some allottees may not be regular in paying the amount due but the interest of all the stakeholders concerned with the said project cannot be put on hold due to fault of on hold due to fault of some of the allottees. Thus, the promoter/respondent cannot be given any leniency based on aforesaid reasons and the plea advanced in this regard is untenable.

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

- G.I Direct the respondents to deliver the possession of the unit to the complainant.**
- G.II Direct the respondents to pay interest for the period of delay in offer of possession of the unit by respondents/promoters to the complainant in accordance with Act & Rules.**
- G.III Direct the respondents to adjust the amount of interest for the period of delay in offer of possession payable by respondents to the complainant from the balance consideration for the unit payable by the complainant to respondents.**

17. The above sought relief(s) by the complainant are taken together being inter-connected.

18. In the present complaint, the complainant intends to continue with the project and is seeking possession of the subject unit and 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***

*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."*

19. The flat buyer's agreement was executed between the parties. As per clause 13 of the agreement, the possession was to be handed over within 48 months from the date of execution of agreement i.e., 04.07.2016. The clause 13 of the buyer's agreement is reproduced below:

***13. Schedule for possession of the said apartment***

The developer based on its present plans and estimates and subject to all just exceptions contemplates **to complete construction of the said building/ said apartment within a period of 48 months from the date of execution of this agreement** unless there shall be delay or there shall be failure due to reasons mentioned in clause 14 to 17 & 37 or due to failure of allottee(s)...

***(Emphasis supplied)***

20. **Due date of handing over possession:** As per the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit on or before 04.07.2020. Further, an extension of 6 months

is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 04.01.2021.

21. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee(s) does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

**Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**

- (1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

22. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 13.01.2026 is 8.80%. Accordingly, 10.80%.

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

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

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

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

24. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondents are in contravention of the section 11(4)(a) of the Act by not handing over possession buyer's agreement executed between the parties, the possession of the subject unit was to be delivered within a period of 48 months from date of execution of buyer's agreement i.e., 04.07.2016. As such the due date of handing over of possession comes out to be 04.01.2021 including grace period of 6 months. The respondent has failed to handover possession of the subject unit till date. 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. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 04.07.2016 executed between the parties. It is pertinent to mention over here that even after a passage of more than 9 years neither the construction is complete nor an offer of possession of the allotted unit has been made to the allottee by the builder. Further, the authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. Hence, this project is to be

treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottee.

25. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate has not been obtained. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 04.01.2021 till the expiry of 2 months from the date of offer of possession plus two months after obtaining OC or handing over of possession whichever is earlier.
26. The following table concludes the time period for which the complainant-allottee is entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

S.no.	Complaint no.	Due date of possession	Intimation for offer of possession	Period for which the complainant is entitled to DPC
1.	CR/3996/2025	04.01.2021	Not offered	w.e.f. 04.01.2021 till offer of possession plus 2 months after obtaining OC or handing over of possession, whichever is earlier
2.	CR/3998/2025	09.12.2020	Not offered	w.e.f. 09.12.2020 till offer of possession plus 2 months after obtaining OC or handing over of possession, whichever is earlier
3.	CR/3999/2025	04.01.2021	Not offered	w.e.f. 04.01.2021 till offer of possession plus 2 months after obtaining OC or handing over of possession, whichever is earlier

27. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the flat buyer's agreement to hand over the possession within the stipulated period. 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 respondents is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 04.01.2021 till actual handing over of possession or offer of possession plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

**G.IV Direct the respondents to execute and register the conveyance deed of the unit in favour of the complainant.**

28. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an 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.

29. Thus, the respondent/promoter shall handover possession of the flat/unit and execute conveyance deed in favour of the complainant(s) in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

**G.V Direct the respondents to pay Rs. 55,000/- to complainant as litigation expenses.**

30. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of

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

**H. Directions of the Authority:**

31. 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 functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondents are directed to pay interest to the complainant 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 i.e., 04.01.2021 till actual handing over of possession or offer of possession after obtaining occupation certificate plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules. The due date of possession and the date of entitlement of delay possession charges are detailed in table given in para no. 26 of this order. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.
- ii. The respondents shall not charge anything from the complainant which is not the part of the buyer's agreement.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period and the respondents shall handover the possession within a period of two month after receipt of occupation certificate from the competent authority.
- iv. The arrears of such interest accrued from due date of possession i.e., 04.01.2021 till the date of order by the authority shall be paid by the

promoter to the allottee 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 allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- v. The rate of interest chargeable from the allottees 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 allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

33. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

34. Files be consigned to the registry.



**(Arun Kumar)**

**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.01.2026