



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	459 of 2025
Date of filing.:	03.04.2025
Date of first hearing.:	13.05.2025
Date of decision.:	09.04.2026

Shubhi Lakhina W/o Akshay Lakhina & Akshay Lakhina S/o Joginder Kumar
Both R/o House no. 632, Sector-19
Faridabad, Haryana-121002

....COMPLAINANTS

VERSUS

1.M/s BPTP Limited
28, ECI House, first floor, K.G. Marg
New Delhi-110001
2.M/s Countrywide Promoters Pvt. Ltd
OT-14, 3rd Floor, Next Door Parklands,
Sector-76, Faridabad, Haryana -121004

....RESPONDENTS

CORAM: **Parneet Singh Sachdev** **Chairman**
Nadim Akhtar **Member**
Dr. Geeta Rathee Singh **Member**
Chander Shekhar **Member**

Present: - Mr. Rajan K. Hans, Counsel for complainants through VC
Mr. Tejeshwar Singh, Counsel for the respondents through VC.

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ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project.	Park Floors, Faridabad.
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not Registered
4.	Details of unit.	T-37-102, 1170 sq. ft.



5.	Date of Allotment	17.12.2008
6.	Date of builder buyer agreement	30.01.2010
7.	Due date of possession	30.01.2013
8.	Possession clause in BBA (Clause 2 of addendum to the agreement dated 04.09.2010)	That the Seller/ Confirming party proposes to handover the possession of the flat to the purchaser within a period of 36 months from the date of issuance of sanction letter of the building plan of said colony. The purchaser agrees and understands that the Seller/Confirming party shall be entitled to a grace period of 180 days, after the expiry of 36 months, for applying and obtaining the Occupation Certificate in respect of the colony from the concerned authority.
9.	Total sale consideration	₹ 28,04,090/-
10.	Amount paid by complainants	₹34,05,313/-
11.	Fit-out offer of possession.	14.06.2013.
12.	Fit-out possession taken/NOC	17.02.2015
13.	Occupation Certificate	Not received. Applied on 07.06.2022



B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the complainants had booked a unit in the project of the respondents namely "Park Floors" situated at Sector 76, Faridabad, Haryana by paying booking amount of Rs 2,00,000/- on 09.08.2008. Allotment letter for the unit no. T-37-102, 1170 sq. ft. was issued to complainants. A builder buyer agreement was executed between the parties on 30.01.2010. As per clause 2.1 of the plot buyer's agreement, the respondents had to handover the possession of the flat within 36 months from the date of issuance of the sanction letter of the building plan. Copy of allotment letter and buyer agreement are annexed as Annexure P-1 and P-2 respectively.
4. That in the matter of Fortune Infrastructure V. Trevor D'lima and Ors (2018) 5SCC 425, Hon'ble Supreme Court remarked that in the event that the agreement does not expressly define the possession timeline, a default period of 36 months shall be deemed applicable for purpose of determining possession. Accordingly, the date of possession may be determined as 30.01.2013.
5. That complainants had already paid an amount of Rs 34,05,313/- against the sale consideration of Rs 28,04,090/-. Copy of payment receipts are annexed as Annexure P-3.



6. That on 14.06.2013 the respondent issued the illegal letter for the fitout possession, this letter was issued even before the application of occupation certificate was made to the relevant authorities and also the said unit was not fully ready for the occupation. Copy of fit out offer is annexed as Annexure P-4.
7. That eventually on 17.02.2015, the complainants agreed to take the fit-out possession of the flat as they were waiting for their flat for over 7 years. Copy of NOC for fit out possession dated 17.02.2015 is being annexed as Annexure P-5.
8. That following the offer of actual possession, the complainant has continually urged the respondent to carry out the conveyance deed and proceed with the registry both vide emails and also verbally. However, no communication has been received from the respondent regarding the matter till date.
9. That on instruction of respondent the complainants has also purchased the non-judicial stamp papers dated 02.10.2017 for a sum of Rs 1,18,000/- and dated 28.09.2022 for a sum of Rs 58,000/- solely for the purpose of executing the conveyance deed. Despite this, the respondent has neglected or failed to complete the execution of the conveyance deed, the reason for which is unknown to the complainants. Copy of stamp paper dated 02.10.2017 and 28.09.2022 are being annexed as Annexure P-6.



10. That as per Section 18 of RERA Act,2016, the promoter is liable to pay delayed possession charges to the allottees of an apartment, building or project for a delay or failure in handing over such possession as per the terms and agreement of the sale.
11. That no compensation is sought by the complainant in the complaint to the Hon'ble Authority and the complainant reserves the right to approach the Adjudicating officer to claim the right of the compensation. Thus, the present complaint.

C. RELIEF SOUGHT

12. That the complainants seeks following relief and directions to the respondent:-
- i. Pass an appropriate award directing the respondent to provide a copy of Occupational Certificate of this particular unit.
 - ii. Pass an appropriate award directing the respondent to execute conveyance deed in the favor of the complainant and proceed with the registry.
 - iii. Pass an appropriate award directing the respondent to provide delayed possession charges (DPC) from the due date of possession i.e. 30.01.2013 in his favour till the actual valid and legal possession on the receipt of OC of this unit.



- iv. Any other relief/direction which the Hon'ble Authority deems fit and proper in the facts and circumstances of the present complaint.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondents filed detailed reply on 08.10.2025 pleading therein:

13. That respondent no. 2 is not effective and vide order bearing no. CP (CAA)26/chd/Hry/2023 Dated 20.09.2024 passed by Hon'ble NCI.T, Chd, the respondent no. 2 company has transferred its assets to the transferee company. Respondent no. 2 is not a separate legal entity as of the date and no legal action can be proceeded against respondent no. 2, hence, name of respondent no. 2 should be deleted from the array of parties.
14. That the complainants booked a flat in the project-'Park Floors-II' of the respondent no. 1. Subsequent to the booking an independent flat no. T-37-102, Tower- T37, having area 1170 sq ft was allotted to the complainants vide allotment letter dated 17.12.2008. Subsequently, parties entered into flat buyer agreement dated 30.01.2010. Copy of buyer agreement is annexed as Annexure R-4.
15. That the relationship between the parties was purely contractual and flowed from the explicitly agreed terms and conditions of the agreement.



Area of the unit is tentative and subject to change, as also agreed under the FBA.

16. That complainants took a home loan from the Housing development finance corporation limited and the parties entered into a Tripartite Agreement dated 16.03.2011.
17. That the proposed due date of delivery of possession, as per clause 2.1 of the agreement, however the same was subject to Clause 9 (force majeure) and strict adherence to the terms and conditions of the agreement by complainant. At this stage, it is submitted that the benefit of grace has to be given as has also been considered by the I.d. Tribunal, Chandigarh in the case titled as *Emaar MGF Land Ltd. vs Laddi Praramjit Singh Appeal no. 122 of 2022* that if the grace period is mentioned in the clause, the benefit of the same is allowed.
18. That due date was also subject to the incidence of force majeure circumstances. That the construction of the unit was deeply affected by such circumstances, the benefit of which is bound to be given to the respondents in accordance with clauses 9 the flat buyer agreement.
19. That respondent no. 1 was faced with certain force majeure events including but not limited to the 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. It is pertinent to state that the scarcity continued for almost 2 years, despite which all efforts were made and materials were procured 3-4 times the rate and the construction continued without shifting any extra burden to the customer. It is to note that the project have been hindered on account of several order/directions passed by various authorities/forums/courts, before the passing of the subjective due date of offer of possession. In addition to this, the construction was also affected by the act of non-receipt of timely payment against the unit.

20. That the respondent completed the construction of the project and applied for the occupation application vide an application dated 01.05.2012 before the concerned Authority. It is respectfully submitted that once an application for grant of occupation certificate is submitted to the concerned statutory authority to respondent/promoter ceases to have any control over the same. Grant of occupation certificate is the prerogative of the concerned statutory authority and respondent does not exercise any influence in any manner whatsoever the same. Copy of application for occupation certificate dated 01.05.2012 is annexed as Annexure R-7.

21. In support of respondent no.1 's compliance and project completion status, the Chief Administrator HUDA Panchkula issued a letter dated 20.02.2013 addressed to the Directorate of Town and Country Planning confirming that Towers A to E had been completed and were fully



operational. This official confirmation corroborates the respondent no. 1's contention that the main infrastructure and habitation facilities were ready and fit for occupation subject to statutory formalities. Further, vide communication dated 30.07.2013, the Senior Town Planner Faridabad wrote to DTCP stating that Towers A, A1, B,C,D and E were complete and deemed fit for issuance of the Occupation Certificate. Complainants' unit squarely falls within the towers declared as completed and fit for OC. Despite this, the application for OC filed by respondent no.1 on 01.05.2012 was rejected by DTCP vide letter dated 06.09.2017 on the ground that Occupation Certificate for the EWS block has not been applied for. Respondent no. 1 thereafter completed the construction of EWS units and submitted a fresh application for issuance of the Occupation Certificate on 17.10.2022 covering all block including the EWS component. However, due to reasons largely beyond the respondent's control, such as procedural requirements, additional compliance obligations and delays on the part of statutory authorities, the Occupation Certificate has not been yet issued, despite best efforts and repeated follow ups by the respondent.

22. That respondent no. 1 offered possession of the unit to complainants on 14.06.2013. Copy of offer of possession is annexed as Annexure R-8. Complainants thereafter executed the Indemnity-cum-Undertaking completed the possession documents on 04.07.2013, completed the checklist



for unit handover. Respondent had issued NOC on 25.09.2013. Copy of undertaking, checklist for handover and NOC are annexed as Annexure R-9.

23. That the complainants took possession of the unit after their own complete satisfaction and hence, no cause or issues arises at this stage. Complainants willingly, voluntarily and on their own volition without any protest whatsoever made the outstanding payments and took possession of the unit and has been enjoying the possession of unit. By taking possession of unit, complainants elected to forego any right which they had in alternative.

24. That complainants have been in possession of the unit since 2013. Three years from the date of handing over of possession ends in 2016. However, the present complaint has been filed by complainant after expiry of three years reasonable time period had filed present complaint on 22.03.2025. Present complaint is barred by limitation, there is a delay of 12 years for filing of complaint.

E. ADDITIONAL DOCUMENTS FILED BY THE PARTIES

25. Additional documents (Replication) filed by the complainant in registry on 07.01.2026-Complainant has filed the replication to the reply filed by respondent denying each and every averment/submission of respondent. Respondent has failed in its duty to deliver valid offer of possession till date as no occupation certificate has been received yet. In respect of offer of possession, it is submitted that same was illusory and in valid under Section



19 (10) of RERA Act as no OC existed and the unit lacked basic amenities like electricity (per DHBVN delays). In respect of indemnity cum undertaking, it is submitted that execution of indemnity-cum-undertaking on 04.07.2013 and NOC dated 25.09.2013 were coerced under duress of delayed possession threats, without full disclosure of project deficiencies, rendering them voidable under Section 19 (10) of RERA Act. Further, it is stated that without issuance of a valid occupation certificate and execution of a registered conveyance deed, mere possession does not translate into ownership or confer any right to sell, transfer or alienate the property.

F. ARGUMENTS OF COUNSEL FOR COMPLAINANTS AND RESPONDENTS

26.L.d. counsel for complainants submitted that complainants had booked unit in respondent's project-Park Floors in year 2008. Allotment letter for unit no T-37-102 , having area of 1170 sq. ft was issued on 17.12.2008. Thereafter, builder-buyer agreement for unit in question was executed between the parties on 30.01.2010 and in terms of 3 years reasonable time period, possession was supposed to be delivered upto 30.01.2013. However, respondent had offered the fit out possession on 14.06.2013. Same was accepted vide NOC of year 2015. However, offer was only for fit out and it cannot be termed as valid offer of possession. As on date, respondent has not obtained Occupation Certificate. Possession under provision of RERA Act can only be a valid one duly supported with



occupation certificate. He requested that delay interest be awarded from deemed date of possession till receipt of occupation certificate. Further, he clarified that all the reliefs have been sought against respondent no. 1 only.

27. In rebuttal, learned counsel for the respondents submitted that complainants have already taken possession of unit in year 2013 itself. Be it under garb of coercion or threat as stated by them in their replication. Delay interest, if any, is applicable only till actual handing over of possession as per Section 18 of RERA Act, 2016. Validity of offer of possession is a separate question but the entitlement of complainants for delay interest cannot be extended beyond the actual handing over of possession. Moreover, the complaint which is being filed after 12 years from cause of action, i.e. date of taking of possession, is not maintainable. Complainants have not able to prove as to what has stopped them from raising their grievances during the period 2013 to 2025.

G. ISSUES FOR ADJUDICATION

28. Whether the complainants are entitled to the reliefs sought or not? If Yes, the quantum thereof.

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

29. Factual matrix of the case is that a unit was booked by the complainants in the project being developed by the respondent no. 1 namely "Park Floors" situated at Faridabad, Haryana in the year 2008. Allotment of unit no. T-37-102



having area 1170 sq. ft. was issued in favor of complainants on 17.12.2008. A builder buyer agreement was executed between the parties on 30.01.2010 and in terms of the same, the possession of the unit was to be delivered within a period of 3 years, i.e. upto 30.01.2013. An amount of Rs 34,05,313/- has been paid by the complainants against the sale consideration of Rs 28,04,090/-.

30. Respondent no. 1 in its written reply has admitted the issuing of allotment letter and execution of builder buyer agreement with complainants. It is stated that the Respondent No. 2 is neither a developer nor a separate legal entity. Moreover, no specific relief has been sought from respondent no. 2. Hence, its name should be deleted from the array of parties. Perusal of facts and submissions reveals that complainants have paid all amounts and carried out transactions with respondent no. 1 only. Further, ld. counsel for complainants clarified at the time of arguments that no relief in particular has been sought against respondent no. 2. Hence, no direction is being issued to respondent no. 2 in this final order.

31. Fact remains that an offer for possession (fit-out) was issued to complainants on 14.06.2013 along with demand of Rs 6,13,407/-. In acceptance of said offer, an amount of Rs 6,13,406.50/- was paid by the complainants on 04.07.2013. Receipts are annexed at page no. 68 and 69 of complaint file. Thereafter, complainants had given NOC for accepting fit out offer on 17.02.2015. Contents of said NOC is reproduced below for reference:-

"NO OBJECTION FOR CARRYING OUT FIT OUTS IN FLAT NO. T-37-102 ON 1ST FLOOR TOWER-T PARK FLOORS-II SECTOR 76 FARIDABAD, HARYAA WITH FINAL SUPER BUILT UP AREA OF 1189 SQ. FT

M/s BPTP Limited, have duly handed over the possession of said unit to T-37-102, to his/her/their complete satisfaction in terms of flat buyer's agreement dated 30.01.2010.

1)MRS. SHUBHI LAKHINA

W/O SH. AKHISAY LAKHINA

R/O HOUSE NO. 632, SECTO-19, FARIDABAD, HARYANA 121002,INDIA

2)MR. AKSHAY LAKHINA

W/O SH. JOGINDER KUMAR LAKHINA

R/O HOUSE NO. 632, SECTO-19, FARIDABAD, HARYANA 121002,INDIA

Possession taken over (fit-out)

Possession handed over for & on

Signed by Shubhi

behalf of BPTP Ltd

Signature 17.02.2015

Signed by Pawan

Authorised Signatory 17.02.2015

Name of Purchaser(s)

1)MRS. SHUBHI LAKHINA

(Address as above)

2)MS. AKHISAY LAKHINA

(Address as above) Signed by Akshay 17.02.2015."

32. Thereafter, complainants have filed present complaint on 03.04.2025 seeking delay interest from deemed date of possession till a valid offer of possession duly supported with Occupation Certificate is issued. During the period ranging from year 2015-2025, no document revealing the correspondence/communication/efforts made by complainants to pursue their claim for delay interest is placed on record.

33. Authority observes that the cause of action for the present complaint first arose in the year 2013, when the complainants allegedly made payments in lieu of acceptance of fit-out offer to the respondent no. 1. Second, in year 2013 at

the event of signing of NOC for accepting actual possession of the unit. However, at that time, the complainants did not object or file any complaint against the respondent. It is the stand of complainants in their replication that NOC was got signed under duress/coercion. However, no documentary evidence establishing the same has been placed on record. As such, complainants remained silent for good number of 10 years. Such inordinate delay indicates that the complainants failed to exercise due diligence and have raised the present claim long after the relevant cause of action arose. Further, the Authority notes that the complainants have failed to annex any documentary evidence showing that they ever communicated with the respondent for the purpose of seeking delay interest. The delay, coupled with the absence of any documented interaction between the parties regarding the issues of fit out offer and delay interest, weighs heavily against the maintainability of the present complaint.

34. It is a well-settled principle of equity that a litigant who sleeps over his rights for an inordinate period cannot later invoke the discretionary jurisdiction of a judicial forum to revive a stale claim. The doctrine of delay and laches is founded upon the maxim *vigilantibus non dormientibus jura subveniunt* i.e the law assists those who are vigilant, not those who slumber over their rights. The Hon'ble Supreme Court has repeatedly held that courts may refuse relief where a party approaches the adjudicatory forum after unreasonable delay without satisfactory explanation. In *Union of India v. N. Murugesan* (2022) 2 SCC 25,



the Court reiterated that the doctrine of laches involves negligence or remissness in asserting a right and that equitable relief may be declined where a litigant approaches the court after inordinate delay.

35. Closely allied to the doctrine of laches is the principle of acquiescence, which arises where a person, with knowledge of his rights, stands by and allows another party to act to its prejudice, thereby implying assent to the existing state of affairs. The Supreme Court has explained that while delay may bar a remedy, acquiescence may extinguish the very right itself. In *Power Control Appliances v. Sumeet Machines (P) Ltd.* (1994) 2 SCC 448, the Court observed that acquiescence implies conduct inconsistent with the enforcement of a right and may therefore preclude a litigant from raising the claim belatedly.

36. The Supreme Court has also emphasized that claims brought after long and unexplained delay ought not to be entertained as they disturb settled rights and create prejudice to the opposite party. In *State of Uttaranchal v. Shiv Charan Singh Bhandari* (2013) 12 SCC 179, the Court held that inordinate delay would "invite disaster for the litigant who knocks at the doors of the court belatedly," and that courts must guard against entertaining stale claims which upset settled positions created over time.

37. In further support, reliance is placed upon judgement dated 18.04.2024 passed by Hon'ble Apex Court in Civil Appeal nos. 5027 of 2024 ((a) Special leave Petition (civil) no. 30152 of 2018) *Mrinmoy Maity versus Chhanda Koley and others*. Relevant part of the judgement is reproduced below for reference:-

“9. Having heard rival contentions raised and on perusal of the facts obtained in the present case, we are of the considered view that writ petitioner ought to have been non-suited or in other words writ petition ought to have been dismissed on the ground of delay and laches itself. An applicant who approaches the court belatedly or in other words sleeps over his rights for a considerable period of time, wakes up from his deep slumber ought not to be granted the extraordinary relief by the writ courts. This Court time and again has held that delay defeats equity. Delay or laches is one of the factors which should be born in mind by the High Court while exercising discretionary powers under Article 226 of the Constitution of India. In a given case, the High Court may refuse to invoke its extraordinary powers if laxity on the part of the applicant to assert his right has allowed the cause of action to drift away and attempts are made subsequently to rekindle the lapsed cause of action.

10. The discretion to be exercised would be with care and caution. If the delay which has occasioned in approaching the writ court is explained which would appeal to the conscience of the court, in such circumstances it cannot be gainsaid by the contesting party that for all times to come the delay is not to be condoned. There may be myriad circumstances which gives rise to the invoking of the extraordinary jurisdiction and it all depends on facts and circumstances of each case, same cannot be described in a straight jacket formula with mathematical precision. The ultimate discretion to be exercised by the writ court depends upon the facts that it has to travel or the terrain in which the facts have travelled.

11. For filing of a writ petition, there is no doubt that no fixed period of limitation is prescribed. However, when the extraordinary jurisdiction of the writ court is invoked, it has to be seen as to whether within a reasonable time same has been invoked and even submitting of memorials would not revive the dead cause of action or resurrect the cause of action

which has had a natural death. In such circumstances on the ground of delay and laches alone, the appeal ought to be dismissed or the applicant ought to be non-suited. If it is found that the writ petitioner is guilty of delay and laches, the High Court ought to dismiss the petition on that sole ground itself, in as much as the writ courts are not to indulge in permitting such indolent litigant to take advantage of his own wrong. It is true that there cannot be any waiver of fundamental right but while exercising discretionary jurisdiction under Article 226, the High Court will have to necessarily take into consideration the delay and laches on the part of the applicant in approaching a writ court. This Court in the case of *Tridip Kumar Dingal and others v. State of W.B and others.*, (2009) 1 SCC 768 has held to the following effect:

“56. We are unable to uphold the contention. It is no doubt true that there can be no waiver of fundamental right. But while exercising discretionary jurisdiction under Articles 32, 226, 227 or 136 of the Constitution, this Court takes into account certain factors and one of such considerations is delay and laches on the part of the applicant in approaching a writ court. It is well settled that power to issue a writ is discretionary. One of the grounds for refusing reliefs under Article 32 or 226 of the Constitution is that the petitioner is guilty of delay and laches.

57. If the petitioner wants to invoke jurisdiction of a writ court, he should come to the Court at the earliest reasonably possible opportunity. Inordinate delay in making the motion for a writ will indeed be a good ground for refusing to exercise such discretionary jurisdiction. The underlying object of this principle is not to encourage agitation of stale claims and exhumed matters which have already been disposed of or settled or where the rights of third parties have accrued in the meantime (vide *State of M.P. v. Bhailal Bhai* [AIR 1964 SC 1006 : (1964) 6 SCR 261] , *Moon Mills Ltd. v. Industrial Court* [AIR 1967 SC 1450] and *Bhoop Singh v. Union of India* [(1992) 3 SCC 136 : (1992) 21 ATC 675 : (1992) 2 SCR 969]). This principle applies even in case of an infringement of

fundamental right (vide Tilokchand Motichand v. H.B. Munshi [(1969) 1 SCC 110] , Durga Prasad v. Chief Controller of Imports & Exports [(1969) 1 SCC 185] and Rabindranath Bose v. Union of India [(1970) 1 SCC 84]). 58. There is no upper limit and there is no lower limit as to when a person can approach a court. The question is one of discretion and has to be decided on the basis of facts before the court depending on and varying from case to case. It will depend upon what the breach of fundamental right and the remedy claimed are and when and how the delay arose.”

38. Applying the aforesaid principles to the present case, the complainants admittedly accepted possession of the apartment in the year 2015 and have been residing therein continuously for a decade. During this entire period, no grievance regarding delay in delivery of possession was raised before any competent forum. Such prolonged silence, coupled with the acceptance and enjoyment of the property, unmistakably indicates acquiescence in the alleged delay. Entertaining a claim for delay compensation after ten years would not only revive a stale cause but would also defeat the equitable principles governing adjudicatory discretion. Therefore, Authority is of the considered opinion that the complainants, having acquiesced in the situation by accepting and enjoying possession, cannot now be permitted to agitate a claim for delay interest. The said claim is therefore rejected.

39. In respect of relief clause (i), it is observed that Occupation Certificate which was applied in year 2022 by respondent has not been received till date. However, respondent is directed to share a copy of Occupation Certificate, to the complainants, as and when it stands received.

40. In respect of relief clause (ii), it is observed that the seeking execution of conveyance deed is the statutory right of the allottee as section 17 (1) of the Real Estate (R&D) Act, 2016 which duly provides for transfer of title and the same is reproduced below:

"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 or 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."

36. In view of the above, the respondent is further directed to execute the a registered conveyance deed in favour of the complainants in terms of section 17(1) of the Act of 2016, after receipt of Occupancy Certificate from the

competent authority upon payment of requisite stamp duty charges, if any, within next 90 days.

37. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


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PARNEET S. SACHDEV
[CHAIRMAN]