

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

Complaint no. : 2417 of 2025
Date of Order : 05.02.2026

Ishita Bansal

R/o - House No. 568, Sector 16-D,
Chandigarh 160015

Complainant

Versus

Lotus Realtech Private Limited

Registered Office : BU-5, SFS Flats,
Near Income Tax Colony, Outer Ring
Road, West Delhi, Delhi 110034

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Anubhav Bansal (Advocate)
J.S. Dahiya (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint dated 05.06.2025 has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.



A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	"Lotus Homz", Sector 1L1, Gurugram
2.	Nature of the project	Affordable Group Housing Colony
3.	RERA Registered/ not registered	214 of 201,7 dated 18.09.2017, valid upto 30.06.2020
4.	License no. and validity	47 of 2014 dated 18.06.2014 valid upto 17.06.2019
5.	Unit no.	1003, 10 th floor, tower I
6.	Unit area admeasuring	605.55 sq. ft. (Carpet area)
7.	Date of provisional allotment	10.12.2015
8.	Date of Agreement to Sale	Not executed
9.	Payment Plan	As per Affordable Group Housing Policy
10.	Possession clause in Allotment Letter	6. POSSESSION <i>6.1. Subject to the grant of occupation certificate by the competent authority and other situations beyond the reasonable control of the Company and subject to the Applicant performing all of his/her obligations under the terms of this Application or the Apartment Buyer's Agreement, the Company shall offer to handover the possession of the Apartment within a period- of 4 (four) years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the project, whichever is later."</i>
11.	Due date of possession	01.01.2021

		[as per possession clause 4 years form the date of grant of approval of environment clearance i.e.,01.07.2016 plus 6 months on account of COVID-19]
12.	Date of approvals of Building Plans	22.10.2024
13.	Date of Environment Clearance	01.07.2016
14.	Total sale consideration [excluding taxes]	Rs.25,52,315/-
15.	Amount paid by the complainant [excluding taxes]	Rs.25,52,315/- [As per email dt.19.04.2022 at page 32 of compliant respondent stated that received full cost of the flat in full and final settlement.]
16.	Occupation Certificate	01.06.2021 [As per data available at DTCP site]
17.	Offer of Possession	07.06.2021 [As alleged by the respondent in its reply at page 1]

B. Facts of the complaint:

3. The complainants have made following submissions by filing the present complaint: -

- i. That Lotus Realtech Private Limited, the promoter/developer of the Real Estate project issued an advertisement in newspaper on 01.06.2015, inviting applications for allotment of residential apartment in the Affordable Housing Project i.e. "Lotus Homz" situated at Village Choma, Sector 111, Gurugram, Haryana.
- ii. That the complainant has been allotted a apartment in project "Lotus Homz" situated at Sector 111, Gurugram, Haryana by respondent promoter i.e. Lotus Realtech Private Limited under Affordable Housing Policy 2013 of Government of Haryana, vide Allotment Letter dated 10.12.2015 i.e. Apartment/Flat bearing No.



I-1003, having Carpet Area of 605.55 sq. ft. and balcony area of 90.35 sq. ft.

- iii. That the complainant had been making the due payments as and when called. However, the respondent had been deferring the payments of instalments as the project was being delayed at the end of respondent. The possession was not likely to be delivered as per scheme at that time.
- iv. That on this, the complainant preferred Complaint No. 3409 of 2020 before this Hon'ble Haryana Real Estate Regulatory Authority, Gurugram seeking the following prayer (relief sought):

"(i) an order/direction to the respondent to deliver the possession of the flat as per the Agreement, along with interest @ 24 % p.a. from the date of payments till the date of possession of the flat;

(ii) levy a penalty of 5% of the estimated cost of the real estate project for breach of its obligation to deliver possession on time under the Act;

(iii) pass an order/direction to the respondent to pay damages and costs to the tune of Rs.5,00,000/- (Rupees five lacs only) on account of delay in delivery of possession along with the interest @ 24 % p.a.

(iv) direction to the respondent to reschedule the payment plan after calculating the interest on the amount received by the promoter/builder;

(v) litigation expenses may please be awarded;

(vi) pass any other order/direction in favour of the complainant and against the respondent as deemed appropriate by the Hon'ble Bench."

- v. That this Hon'ble Regulatory Authority passed the following directions under Section 34 (f) of the Act:

- i. *The respondent is directed to pay interest at the prescribed rate i.e. 9.30 % per annum for every month of delay on amount paid by the complainant after due date of possession i.e. 01.01.2021 till handing over the possession of the unit be paid to the complainant.*
- ii. *The interest for delay possession charges shall be paid on or before 10th of each subsequent months.*



- iii. *Interest on the delay payments from the complainant shall be charged at the prescribed rate i.e. 9.30 % by the promoters which is the same as is being granted to the complainant in case of delayed possession charges.*
- iv. *The respondent shall not charge anything from the complainant which is not a part of Buyer Agreement."*
- vi. That aggrieved with the aforesaid order dated 24.11.2020 the respondent as well as complainant preferred appeals before the Hon'ble Haryana Real Estate Appellate Tribunal, Chandigarh. The appeal preferred by the complainant i.e. Appeal No.296 of 2021 titled as "*Ishita Bansal vs. Lotus Realtech Pvt. Ltd.*" was got withdrawn on 21.04.2022 after the delivery of paper possession during the pendency of the appeal in the month of April, 2022. The respondents also issued the necessary no dues/settlement of complete payments vide letter dated 19.04.2022.
- vii. That the complainant, accordingly, abundant her claim qua the interest which become due on her deposited amount and withdrew the appeal. However, the same was withdrawn without prejudice of her rights in the pending appeal i.e. Appeal No.412 of 2021 titled as "*Lotus Realtech Pvt. Ltd. vs. Ishita Bansal*" filed by the respondent-promoter. The Appeal No.412 of 2021 was also disposed off on the same day after passing of order dated 21.04.2022 in Appeal No.296 of 2021.
- viii. That the complainant requested the respondents for delivery of actual possession of flat. However, respondent informed that the actual possession would be handed over only after the final decision by the Hon'ble Courts, Chandigarh.
- ix. That the respondent preferred appeal RERA-APPL No.20 of 2022 before the Hon'ble Punjab and Haryana High Court. The same was also dismissed vide order dated 14.07.2022.



- x. That, again after getting the knowledge of passing of order dated 14.07.2022, the complainant approached the respondent for grant of actual possession in the month of December, 2022. However, the complainant was informed that the matter is being taken before Hon'ble Supreme Court of India.
- xi. That the complainant could come to know that no matter was ever filed before the Hon'ble Supreme Court of India. On this, the complainant again approached the respondent by end of June, 2023 for the delivery of actual possession. The respondent informed that in order to get actual possession the complainant is requested to execute the conveyance deed at first instance.
- xii. That the complainant had been requesting the respondent again and again for the delivery of actual possession of the Flat, however, she was being denied the possession on one count or the other. The respondent had started showing their intention to illegally extract money from the complainant. On the one hand, the respondent had been writing letters to the complainant to receive the possession, whereas on the other hand they had been denying the possession.
- xiii. That the complainant tried her best to convince the respondent for delivery of actual possession of the Flat before entering into conveyance deed but the respondent had been asking to get the conveyance deed done at the first stage.
- xiv. That the complainant in order to settle the matter agreed to execute the conveyance deed and approached the respondent for the same. However, the respondent had been delaying the matter due to non-availability of their officials.

- xv. That however respondent agreed to get the conveyance deed done on 21.02.2025 and accordingly the complainant purchased the stamp papers and deposited the requisite amount as per instruction of the respondent official's. The complainant also submitted the necessary document i.e. Aadhaar Card, Pan Card etc. However, on the appointed date 21.02.2025, the complainant was asked to deposit a sum of Rs.1.19 Lacs approx amount "on account" of some undisclosed charges and without providing any details. There is no notice of the alleged charges asked by them orally, when the complainant refused to make the payment of alleged charges, the respondent refused to execute/register the conveyance deed and left the Tehsil premises. The respondent also kept/took the stamp papers with them.
- xvi. That in the aforesaid circumstances, the complainant is left with no alternate except to approach the Authority for necessary relief qua execution of conveyance deed only.
- xvii. That it is incumbent upon the respondent to have executed/register the conveyance deed in favor of the complainant.
- xviii. That as such the complainant seeks the indulgence of this Hon'ble Authority to direct the respondent to execute/register the conveyance deed in favor of complainant along with damages apart from the costs as the complainant could not use the apartment as prayed for.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the respondent to execute and register the conveyance deed in favour of complainant along with damages.



- II. Direct the respondent to pay litigation expense to the complainant.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. The respondent has made following submissions by filing the present reply:
- i. That the complainant had filed this complaint with the prayer that the respondent may be directed to deliver the possession of her allotted flat and to execute the conveyance deed regarding the allotted flat in her favour.
 - ii. That the respondent had sent the offer of possession letter dated 07.06.2021 to the complainant with the request to take the possession of her allotted flat on payment of balance amount.
 - iii. That the respondent right from the year 2021, ever since the offer of possession letter was sent to her had repeatedly asked the complainant to take the possession of her flat and to get the conveyance deed executed, but she is not taking the possession intentionally. The respondent had lastly sent the letter dated 29.10.2025 to the complainant vide which she was asked to take the possession of her allotted flat and to get the conveyance deed executed in her favour on payment of the balance outstanding amount of Rs.4,68,990/- but the complainant is neither taking the possession of the allotted flat nor she is getting the conveyance deed executed in her favour on depositing the balance amount.



- iv. That there are 812 flats in the project out of which 811 allottees had already taken the possession of their respective flats after the offer of possession letters were sent to them in the year 2021 and conveyance deed in about 800 cases had already been executed in their favour on payment of the balance sale consideration.
- v. That the respondent is ready and willing to hand over the possession of the allotted flat and to execute the conveyance deed in favour of the complainant subject to the condition that the complainant pay the balance outstanding amount of Rs.4,68,990/- as on 3.10.2025 as per the statement of calculation /records in this regard which is attached as R-1.
7. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

8. 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

9. 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

10. 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.

11. 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. Findings on the relief sought by the complainant.

F.I Direct the respondent to execute and register the conveyance deed in favour of complainant along with damages.

12. The gist of the facts enumerated in the complaint filed by the complainant is that complainant was allotted a unit bearing no. 1003, 10th floor, tower – I admeasuring 605.55 sq. ft. (carpet area) in the Affordable Group Housing colony project named "Lotus Homz" situated at Sector 111, Gurugram vide provisional allotment letter dated 10.12.2015. The total consideration of the said unit was Rs.25,52,315/- excluding taxes. As per email dated 19.04.2022 annexed as Annexure P-3 at page 32 of

compliant, the complainant-allottee has paid full consideration amount, as the same is acknowledged by the respondent vide the same mail stating that “we have received the full cost of the flat 1003 (app. No. 0627) allotted to the Ishita Bansal in full and final settlement. The said email is reproduced herewith:

Subject: Re: Regarding Possession & Conveyance Deed

From: Lotus Realtech Pvt. Ltd.

<lotusrealtech@gmail.com>

To: arun Bansal arunbansal99@yahoo.com

Date: 19 April 2022 at 5:54 pm

With reference to your training mail it is to inform you that we have received the full cost of the flat I-1003 (app no. 0627) allotted to ishita bansal in full and final settlement. This is for your kind information.

13. The complainant earlier approached the Authority and filed the complaint bearing no.3409 of 2020 which was decided on 24.11.2020 and wherein the Authority has directed the respondent to pay delayed possession charges at rate of 9.30% per annum for every month of delay on amount paid by the complainant after due date of possession i.e., 01.01.2021 till handing over the possession of the unit be paid to the complainant. The directions passed by the Authority vide order dated 24.11.2020 has been reproduced below:

- i. *The respondent is directed to pay interest at the prescribed rate i.e., 9.30 % per annum for every month of delay on amount paid by the complainant after due date of possession i.e. 01.01.2021 till handing over the possession of the unit be paid to the complainant.*
- ii. *The interest for delay possession charges shall be paid on or before 10th of each subsequent months.*
- iii. *Interest on the delay payments from the complainant shall be charged at the prescribed rate i.e. 9.30 % by the promoters which is the same as is being granted to the complainant in case of delayed possession charges.*



iv. *The respondent shall not charge anything from the complainant which is not a part of Buyer Agreement*

14. Now, the complainant has approached the Authority for seeking directions of execution of conveyance deed which is a statutory right under the Act, 2016.

15. 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(s). Whereas as per section 19(11) of the Act of 2016, the allottee(s) are also obligated to participate towards registration of the conveyance deed of the unit in question. The complainants had not taken the physical possession of the unit yet. As per clause 17(b) of the buyer's agreement, the respondent company shall prepare and execute along with allottee a sale deed to convey the title of the said unit in favour of the allottee on subject to payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration.

16. It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed as the OC has already been received on 01.06.2021

17. As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide 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 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."

18. In view of the above, the respondent is under obligation to execute the registered conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016, upon payment of requisite stamp duty/registration charges at applicable rates fixed by State Government, within a period of 90 days from the date of this order as the occupancy certificate has been already obtained on 01.06.2021.

F.II Direct the respondent to pay litigation expense to the complainant

19. The complainant is seeking relief of litigation expenses. The Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72.

G. Directions of the authority

20. 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 promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The complainant-allottee shall pay the outstanding dues, if any after adjustment of delayed possession charges within a period of 30 days. The respondent is directed to hand over physical possession of the subject unit to the complainant-allottee within a period of thirty days from the date of this order, as the occupation certificate has already been obtained. The complainant-allottee shall take physical possession of the allotted unit in terms of section 19(10) of the Act of 2016.
 - II. The respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17(1) of the Act of 2016 subject to payment of stamp duty and registration charges as applicable, within three months from the date of this order.
 - III. 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.
21. Complaint stands disposed of.
22. File be consigned to registry.

Dated: 05.02.2026


Phool Singh Saini
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram