

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

Date of order: 19.05.2026

NAME OF THE PROMOTER		M/s Ameya Commercial projects Pvt Ltd
PROJECT NAME		"Sapphire 57", Sector - 57,Gurugram
Sr. No.	Case No.	Case title
1.	CR/4843/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
2.	CR/4834/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
3.	CR/4838/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
4.	CR/4841/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
5.	CR/4842/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
6.	CR/4833/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
7.	CR/4839/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
8.	CR/4844/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.

9.	CR/4836/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
10.	CR/4835/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
11.	CR/4837/2025	M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Pvt Ltd.
12.	CR/5191/2025	Puja Guliani Vs. M/s Ameya Commercial Projects Pvt Ltd.
13.	CR/5192/2025	Puja Guliani Vs. M/s Ameya Commercial Projects Pvt Ltd.

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Apoorv Jain (Advocate)  
Parmanand YAdav (Advocate)

Complainants  
Respondent

**ORDER**

1. This order shall dispose of all the complaints titled above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter

- shall be responsible for all its obligations, responsibilities and functions to the allottee(s) as per the agreement for sale executed inter se parties.
- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottee(s) of the project, namely, "Sapphire 57", Sector-57, Gurugram being developed by the respondent/promoter i.e., M/s Ameya Commercial Projects Private Limited. The terms and conditions of the allotment letter, buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question within 3 months of obtaining the Occupation Certificate and unilateral increase in the super area of the units.
  - The details of the complaints, 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:

<b>Project Name and Location</b>	"Sapphire 57", Sector-57, Gurugram.
<b>Project area</b>	1.60625 acres
<b>Nature of the project</b>	Commercial Colony
<b>DTCP license no. and other details</b>	24 of 2021 dated 24.05.2021 valid up to 28.07.2025
<b>Name of licensee</b>	Naresh Kumar, Kuldeep & Rajender Singh
<b>RERA Registered/ not registered</b>	<b>Registered</b> Vide registration no. 01 of 2022 dated 19.01.2022 Valid up to 30.04.2026
<b>Possession clause as per buyer's agreement</b>	<b>8.1</b> <i>The promoter agrees and understands that timely delivery of possession of the unit for commercial usage along with parking (if applicable) to the allottee(s) and the common areas to the association of allottees or the competent authority, as the</i>

	<p>case may be, as provided under Rules 2(1) F of the Rules, 2017 in the essence of the agreement.</p> <p><b>8.2</b></p> <p>The promoter upon obtaining the occupation certificate or part thereof of building blocks in respect of commercial usage shall offer in writing the [possession of the unit within three months from the date of above approvals, to the allottee as per terms of this agreement.</p>
<b>Due date of possession</b>	<b>30.04.2026 as per clause 8.1</b>
<b>Occupation certificate</b>	28.07.2025
<b>Offer of possession</b>	02.01.2026

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Agreement for Sale	Basic sale consideration and Total amount paid by the complainant
1.	CR/4843/2025 Tamara Holdings Vs. M/s. Ameya Commercial Projects Private Limited	S-255, Floor-2 <sup>nd</sup> (As on page no. 3 and 34 of complaint)  Earlier: 520sq.ft. [Super Area] 243.53sq.ft, [Carpet Area] (As on page no. 34 of complaint)  Now: 559 sq.ft. [Super Area] (As on page no. 10 of	16.05.2024 (As on page no. 30 of complaint)	BSC: Rs.57,20,000/- (As on page no. 35 of complaint)  Rs.57,20,000/- (As on page no. 30 of complaint)

		reply to the application for dismissal of complaint)		
2.	<b>CR/4834/2025</b>  Tamara Holdings Vs. M/s Ameya Commercial Projects Private Limited	G-63, Ground Floor, Type- Shop  <b>Earlier:</b> 1229 sq.ft. [Super Area] 556.02 sq.ft. [Carpet Area] (As on page no. 34 of complaint) <b>Now:</b> 1327 sq.ft. [Super Area]  [As on page no. 6 of reply to the application for dismissal of complaint]	<b>13.02.2024</b> [As on page no. 32 of complaint]	<b>BSC:</b> <b>Rs.52,42,000/-</b> [As on page no. 30 of complaint]  <b>AP:</b> <b>Rs.52,42,000/-</b> [As on page no. 30 of complaint]
3.	<b>CR/4838/2025</b>  Tamara Holdings Vs. M/s Ameya Commercial Projects Private Limited	F-160, Floor- 1 <sup>st</sup> . (As on page no. 30 & 34 of complaint) <b>Earlier:</b> 826 sq.ft. [Super Area] 392.58 sq.ft. [Carpet Area]  Now: 896 sq.ft. [Super Area]  [As on page no. 6 of reply to the application	<b>16.05.2024</b> [As on page no. 31 of complaint]	<b>BSC:</b> <b>Rs.1,07,38,000/-</b> [As on page no. 57 of complaint]  <b>AP:</b> <b>Rs.1,07,38,000/-</b> [As on page no. 38 of complaint]

		for dismissal of complaint]		
4.	<b>CR/4841/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial Projects Private Limited	S-215, Floor- 2 <sup>nd</sup> (As on page no. 30 and 34 of complaint) <b>Earlier:</b> 776 sq.ft. [Super Area] 364.68 sq.ft [carpet Area]  <b>Now:</b> 838 sq.ft. [Super Area] [As on page no. 6 of reply to the application for dismissal of complaint]	16.05.2024 (As on page no. 31 of complaint)	<b>BSC:</b> Rs.85,36,000/- [As on page no. 30 of complaint]  <b>AP:</b> RS.85,36,000/- [As on page no. 38 of complaint]
5.	<b>CR/4842/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial Projects Private Limited	S-222, Floor- 2 <sup>nd</sup> (As on page no. 30 and 34 of complaint) <b>Earlier:</b> 865 sq.ft. [Super Area] 408.71 sq.ft [carpet Area] (As on page no. 34 of complaint) <b>Now:</b> 934 sq.ft. {super Area] (As on page no. 06 of reply to the application for dismissal of complaint)	16.05.2024 (As on page no. 31 of complaint)	<b>BSC:</b> Rs.95,15,000/- (As on page no. 35 of complaint)  <b>AP:</b> Rs.95,15,000/- (As on page no. 38 of complaint)

6.	<p><b>CR/4833/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial Projects Private Limited</p>	<p>G-21, Floor- Ground (As on page no. 30 and 34 of complaint)</p> <p><b>Earlier:</b> 1476 sq.ft [Super Area] 684.05 sq.ft. [carpet Area] (As on page no. 34 of complaint)</p> <p><b>Now:</b> 1580 sq.ft. [Super Area] (As on page no. 06 of reply to the application for dismissal of complaint)</p>	13.02.2024 (As on page no. 31 of complaint)	<p><b>BSC:</b> Rs. 62,78,000/- (As on page no. 35 of complaint)</p> <p><b>AP:</b> Rs.62,78,000/- (As on page no. 38 of complaint)</p>
7.	<p><b>CR/4839/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial Projects private Limited</p>	<p>S-205, Floor- 2<sup>nd</sup> (As on page no. 30 and 34 of complaint)</p> <p><b>Earlier:</b> 706 sq.ft. [Super Area] 323.55sq.ft [Carpet Area] (As on page no. 34 of complaint)</p> <p><b>Now:</b> 766 sq.ft. [Super Area] (As on page no. 06 of reply to the application</p>	16.05.2024 (As on page no. 31 of complaint)	<p><b>BSC:</b> Rs. 77,66,000/- (As on page no. 35 of complaint)</p> <p><b>AP:</b> Rs.77,66,000/- (As on page no. 38 of complaint)</p>

		for dismissal of complaint)		
8.	<b>CR/4844/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial projects Private Limited	F-140, Floor- 1 <sup>st</sup> (As on page no. 34 of complaint) <b>Earlier:</b> 621 sq.ft. [Super Area] 293.53sq.ft. [Carpet Area] [As on page no. 34 of complaint] <b>Now:</b> 671 sq.ft. [Super Area] [As on page no. 06 of reply to the application for dismissal of the complaint]	16.05.2024 (As on page no. 31 of complaint)	<b>BSC:</b> Rs.80,73,000/- (As on page no. 35 of complaint)  <b>AP:</b> Rs. 80,73,000/- (As on page no. 38 of complaint)
9.	<b>CR/4836/2025</b> Tamara Holdings Vs. M/s. Ameya Commercials Projects Private Limited	F-147, Floor- 1 <sup>st</sup> (As on page no. 30 and 34 of complaint) <b>Earlier:</b> 621 sq.ft. [Super area] 293.10sq.ft. [carpet Area] (As on page no. 34 of complaint)  <b>Now:</b> 677 sq.ft. [Super Area] (As on page no. 6 of reply	13.02.2024 (As on page no. 31 of complaint)	<b>BSC:</b> Rs. 86,94,000/- (As on page no. 35 of complaint)  <b>AP:</b> Rs.86,94,000/- (As on page no. 38 of complaint)

		to the application for dismissal of the complaint)		
10.	<b>CR/4835/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial projects Private Limited	F-104, Floor- First (As on page no. 30 and 34 of complaint)  <b>Earlier:</b> 804 sq.ft. [Super Area] 375.61sq.ft. [Carpet Area] (As on page no. 34 of complaint) <b>Now:</b> 868 sq.ft. [Super Area] (As on page no. 6 of reply to the application for dismissal of the complaint)	13.02.2024 (As on page no. 31 of complaint)	<b>BSC:</b> Rs.34,80,000/- (As on page no. 38 of complaint)  <b>AP:</b> Rs.34,80,000/- (As on page no. 38 of complaint)
11.	<b>CR/4837/2025</b> Tamara Holdings Vs. M/s. Ameya Commercial Projects Private Limited	F-148, Floor- 1 <sup>st</sup> (As on page no. 31 and 35 of complaint)  <b>Earlier:</b> 592sq.ft. [Super Area] 282.53sq.ft. [Carpet Area] (As on page no. 35 of complaint)  <b>Now:</b>	13.02.2024 (As on page no. 32 of complaint)	<b>BSC:</b> Rs. 63,06,000/- (As on page no. 36 of complaint)  <b>AP:</b> Rs. 63,06,000/- (As on page no. 39 of complaint)

		632 sq.ft. [Super Area] (As on page no. 06 of reply to the application of dismissal of the complaint)		
12.	<b>CR/5191/2025</b> Puja Guliani Vs. M/s. Ameya Commercial projects Private Limited	F-162, Floor- 1 <sup>st</sup> . (As on page no. 29 of complaint)  <b>Earlier:</b> 623sq.ft. [Super Area]  291.70sq.ft. [Carpet Area]  (As on page no. 29 of complaint) <b>Now:</b> 673 sq.ft. [Super Area] (As on page no. 7 of application filed by the complainant for early hearing)	04.12.2023 (As on page no. 28 of complaint)	<b>BSC:</b> Rs.52,50,000/- (As on page no. 30 of complaint)  <b>AP:</b> Rs.52,50,000/- (As on page no. 33 of complaint)
13.	<b>CR/5192/2025</b> Puja Guliani Vs. M/s. Ameya Commercial projects Private Limited	F-161, Floor- 1 <sup>st</sup> (As on page no. 29 of complaint)  <b>Earlier:</b> 623 sq.ft. [Super Area] 288.38sq.ft. [Carpet Area]	04.12.2023 (As on page no. 28 of complaint)	<b>BSC:</b> Rs.52,50,000/- (As on page no. 30 of complaint)  <b>AP:</b> Rs.52,50,000/- (As on page no. 33 of complaint)

		<p><b>Now:</b> 667sq.ft. [Super Area] (As on page no. 7 of reply to the application filed by the complainant for early hearing)</p>		
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**Relief sought:**

- Direct the respondent to immediately handover possession of the unit purchased by the complainant, the entire sale consideration having already been paid.
- Direct the respondent to pay interest in case of delay in handing over possession of the unit.
- Interim relief of restraining the respondents, their agents, or any person claiming through them, from creating any third party interest, alienating, or encumbering the said unit purchased by the complainant in the project.
- Impose appropriate penalty upon the respondent for wilful violation and breach of the terms and conditions of the executed Agreement For Sale.
- Direct the respondents to pay litigation costs of Rs.2,00,000/- , along with such exemplary costs as the Authority deems fit.

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

Abbreviation	Full form
AFS	Agreement for Sale
BSC	Basic sale consideration
AP	Amount paid by the allottee(s)

- The aforesaid complaints were filed against the promoter on account of violation of the Agreement For Sale against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
- 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(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/4838/2025** titled as **M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Private 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:

**CR/4838/2025** titled as **M/s. Tamara Holdings Vs. M/s Ameya Commercial Projects Private Limited**

S. No.	Heads	Information
1.	Name and location of the project	"Sapphire 57" Situated in Sector 57, Gurgaon, Haryana
2.	Nature of the project	Commercial colony
3.	Project area	1.60625 acres
4.	DTCP license no.	24 of 2021 dated 24.05.2021 Valid up to 28.07.2025
5.	Name of licensee	Naresh Kumar, Kuldeep & Rajender Singh

6.	RERA Registered/ not registered	<b>Registered</b> 01 of 2022 dated 19.01.2022 Valid up to 30.04.2026
7.	Application dated	14.12.2023 (at page 34 of complaint)
8.	Date of Agreement for Sale	16.05.2024 (at page 31 of complaint)
9.	Unit no. (shop)	F-160, 1 <sup>st</sup> Floor (at page 30 & 34 of complaint)
10.	Unit measuring	826 sq. ft. (super area) 392.58 sq. ft. (carpet area) (at page 34 of complaint)
		896 sq. ft. (super area) <b>(Increased by 70 sq. ft. i.e., 8.47%)</b> [Increase in super area at the time of offer of possession dated 02.01.2026 at page 06 of reply to the application for dismissal of complaint]
11.	Possession clause	<b>8.1</b> The promoter agrees and understands that timely delivery of possession of the unit for commercial usage along with parking (if applicable) to the allottee(s) and the common areas to the association of allottees or the

		<p>competent authority, as the case may be, as provided under Rules 2(1)F of the Rules 2017 in the essence of the agreement.</p> <p><b>8.2</b></p> <p>The promoter upon obtaining the occupation certificate or part thereof of building blocks in respect of commercial usage shall offer in writing the possession of the unit within three months from the date of above approvals, to the allottee as per terms of this agreement.</p> <p>(As on page no. 40 &amp; 41 of complaint)</p>
12.	Due date of possession	30.04.2026 as per clause 8.1
13.	Basic sale consideration	Rs.1,07,38,000/- (As on page no. 35 of complaint)
14.	Amount paid	Rs.1,07,38,000/- (As per BBA at page 38 of complaint)
15.	Occupation certificate	28.07.2025 For Ground floor to 3 <sup>rd</sup> floor (As on page no. 27 of complaint)
16.	Offer of possession	02.01.2026

		(As on page no. 6 of application filed by respondent.
17.	Request for possession	31.07.2025 (As on page no. 63 of complaint)
18.	Reminder for possession	13.08.2025 (As on page no. 65 of complaint) & 30.08.2025 (As on page no. 67 of complaint)
19.	Legal notice regarding objection offer of possession and increase in area	09.02.2026 (As on page no. 21 of reply to the application filed by complainant)

**B. Facts of the complaint:**

8. The complainant made the following submissions in the complaint:
- I. That the real estate project named "AMEYA SAPPHIRE 57" which is the subject matter of the present complaint, is situated at Ameya Sapphire 57, Sector 57, Gurugram, Haryana - 122001. The subject matter of the present complaint pertains to the non-handing/taking over possession of the allotted units, along with a prayer for appropriate interim directions to safeguard and secure the lawful rights and interests of the complainant as an allottee.
  - II. That respondent while launching and advertising the said project promised to the targeted consumer their dream commercial

- spaces/units that would help them to supplement their monthly income.
- III. That the respondent has secured all the necessary sanctions and approvals from appropriate authorities for construction and completion of the real estate project. It is respectfully submitted that the Occupation Certificate ("OC") has also been duly granted on 28.07.2025. As per clause 7(ii) of the OC granted, the respondents are under mandatory obligation to get the sale deeds registered as per section 2 of the Haryana Apartment Ownerships Act, 1983 within a statutory period of three months from the grant of OC, which ends on 28.10.2025 or the OC shall stand null and void.
- IV. That in between February to June 2024, the complainant purchased eleven (11) units in the said project, wherein unit no. F-160 admeasuring 826 sq. ft. super area, being one among the said eleven (11) units, was duly allotted in the project, pursuant to which an Agreement for Sale was executed between the complainant and respondent.
- V. That the entire sale consideration amounting to Rs.1,07,38,000/- in respect of the said unit was duly paid at the time of execution of the Agreement for Sale. Under the terms and conditions of the said Agreements for Sale, the Promoter/Builder was exclusively liable to deliver possession of the said unit within three (3) months from the date of grant of the Occupation Certificate.
- VI. That the Department of Town and Country Planning (DTCP), Haryana, vide its order dated 28.07.2025, granted the Occupation Certificate (OC") in respect of the said project. The complainant came to know regarding the grant of the OC through independent sources

- on 31.07.2025, where after the complainant formally addressed email dated 31.07.2025 to the management and directors of the respondent Company, requesting delivery of possession of the allotted unit in bare shell condition at the earliest. However, despite such communications, no response was ever received from the respondents with regard to handing over possession of the said unit.
- VII. Furthermore, the complainant also sent reminder email dated 13.08.2025, to the management of the project as well as its directors; however, regrettably, no response was ever forthcoming. It is significant to note that the complainant has already entered into Agreement for Sale with third parties in respect of certain units out of total eleven (11) units purchased in the said project. The complainant has made binding commitments and is time-bound to complete the said transactions with the third party considering which the complainant sent another email dated 30.08.2025 seeking details for the transfer of the allotment alongwith the payment to be made for the same.
- VIII. However, despite the grant of the Occupation Certificate, the respondent and its directors through their deliberate failure and evasive conduct, avoided discharging their responsibility and no response was ever given by them regarding the delivery of possession or providing details for the transfer of the allotment of the said unit, which has been provided to the complainant.
- IX. That the complainant has also executed a Lease Deed with a third-party in respect of certain units out of the total 11 units purchased by the complainant. The said lessee is required to carry out fit-outs and other preparatory works for commencing its business operations,

which is a strictly time-bound process. Accordingly, the lessee is seeking immediate possession for this purpose. Furthermore, the complainant, along with the lessee, has already incurred substantial expenditure in relation to the said transaction and is now suffering irreparable financial loss and hardship solely on account of the non-delivery of possession of the said units by the respondent.

- X. Under the terms of the Lease Deed, the complainant is entitled to receive lease rent only upon delivery of possession. However, due to the deliberate and fraudulent acts committed by the Directors of respondent, the complainant has been unlawfully deprived of such entitlement and is consequently suffering grave and irreparable financial loss along with severe mental harassment.

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

9. The complainant has sought following relief(s):
- Direct the respondent to immediately handover possession of the unit purchased by the complainant, the entire sale consideration having already been paid.
  - Direct the respondent to pay interest in case of delay in handing over possession of the unit.
  - Interim relief of restraining the respondents, their agents, or any person claiming through them, from creating any third party interest, alienating, or encumbering the said unit purchased by the complainant in the project.
  - Impose appropriate penalty upon the respondent for wilful violation and breach of the terms and conditions of the executed Agreement For Sale.

- e. Direct the respondent to pay litigation costs of Rs.2,00,000/- , along with such exemplary costs as the Authority deems fit.
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. Application for dismissal of complaint:**
11. The respondent by way of written application made following submissions.
- I. That the respondent/applicant is a Company duly incorporated under the Companies Act, 2013 and is engaged in the business of real estate development. That as per the Agreement for Sale executed between the parties, clause 8 specifically states that the promoter, upon obtaining the Occupation Certificate which was to be obtained on or before 30.04.2026, shall offer in writing the possession of the unit within 3 (three months from the date of obtaining OC. Thus, the committed date of possession was 30.07.2026.
- II. That the possession of the units in question has already been offered and handed over to the complainant vide Possession Letter dated 02.01.2026. The said Possession Letter was duly communicated to the complainant at their registered address as well as via WhatsApp, and the complainant has been requested to take physical possession of the units after completing the necessary formalities and on payment of remaining outstandings in terms of possession letter.
- III. That the Occupation Certificate for the project has already been obtained by the respondent/applicant, and therefore possession has

- been duly offered to the complainant within the stipulated time period as per the terms and conditions of the Agreement for Sale.
- IV. That the respondent/ applicant has fulfilled its primary obligation of offering possession to the complainant in accordance with the terms and conditions of the agreement for sale, and has complied with all statutory requirements under the Real Estate (Regulation and Development) Act, 2016.
- V. That in view of the above facts, the primary cause of action and the main relief sought by the complainant in the present complaint stands fully satisfied and addressed by the respondent/applicant. Since possession has already been offered to the complainant vide the aforesaid Possession Letter, the present complaint has become infructuous and does not survive for adjudication before the Authority.
- VI. That the continuation of the present proceedings would be an exercise in futility and would unnecessarily burden the judicial system, as the main grievance of the complainant regarding possession has been duly redressed.
- VII. That in the interest of justice and to prevent wastage of judicial time, the present complaint being infructuous may kindly be dismissed

**E. Reply to the application for dismissal of the complaint:**

12. The complainant has made the following submissions:

- I. That in terms of Clause 8.2 of the Agreement to Sale executed between the parties, the applicant unequivocally undertook to obtain the Occupation Certificate on or before 30.04.2026 and thereafter hand over possession of the allotted unit within a period of three (3) months from the date of obtaining the Occupation

- Certificate ("OC"). The said arrangement effectively fixed an outer timeline for delivery of possession, leaving no scope for ambiguity or indefinite delay.
- II. The said stipulation was not merely procedural in nature but constituted a fundamental contractual obligation forming the very basis of the complainant's decision to invest in the project. Even the Part Occupation Certificate dated 28.07.2025 relied upon by the Applicant itself expressly mandates strict compliance with the provisions of the Haryana Apartment Ownership Act, 1963. The Para 7 (II) of the said Occupation Certificate categorically stipulates that the promoter is required to complete the registration of the declaration and all allied documents within the time prescribed under the Haryana Apartment Ownership Act, 1963, and unequivocally provides that any failure in this regard shall attract legal proceedings under the statute.
  - III. Moreover, Para 7(XVII) of the Occupation Certificate clearly stipulates that any violation or non-compliance of the conditions contained therein shall render the Occupation Certificate liable to be treated as invalid. Therefore, compliance with the conditions of the Occupation Certificate is a condition precedent for any lawful offer of possession.
  - IV. Accordingly, the applicant's obligation to complete the registration and hand over lawful possession flows from the Agreement as well as the statutory mandate under the Haryana Apartment Ownership Act, 1963, and is further expressly incorporated as a binding condition in the Occupation Certificate itself. It is submitted that the

- statutory scheme under the Haryana Apartment Ownership Act, 1963 leaves no discretion with the promoter/owner.
- V. Section 2 thereof unequivocally mandates the execution and registration of the Declaration within ninety (90) days from the date of issuance of the Occupation Certificate. Any non-compliance with this mandatory requirement strikes at the root of the legality of possession and renders the same unlawful and untenable in the eyes of law.
- VI. The purpose of executing the Declaration is to bring the property within the framework of Law, clearly define the rights and responsibilities of the apartment owners, and enable the lawful transfer of ownership together with the associated rights in the common areas and facilities.
- VII. Moreover, Section 17 of the Real Estate (Regulation and Development) Act, 2016 provides that the promoter is required to execute a registered conveyance deed in favour of the allottee, together with the undivided proportionate rights in the common areas, and to hand over physical possession of the unit in accordance with the time stipulated under the sanctioned plans and the applicable local laws. The proviso to the said section further clarifies that, in the absence of any local law, such conveyance is to be completed within three months from the date of issuance of the Occupation Certificate. In the present case, the applicant admittedly obtained the Occupation Certificate on 28.07.2025. Consequently, the applicant was duty-bound to complete all statutory formalities, including execution and registration of the declaration, and thereafter deliver lawful possession within the contractually agreed

timeline of 90 days, which expired on 26.10.2025. However, the Applicant has failed to adhere to these mandatory requirements and has not ensured a legally compliant handover of the unit to the complainant.

- VIII. The applicant's failure to comply with both the contractual timeline and the statutory mandate clearly constitutes deficiency in service, breach of contractual obligations, and a continuing default that has caused undue hardship, financial strain, and prolonged uncertainty to the complainant.
- IX. In view of the foregoing, the purported offer of possession issued by the applicant deserves to be declared invalid and contrary to law, and the applicant must be held accountable for its failure to deliver lawful possession within the stipulated period. It is respectfully submitted that the applicant remained in continuous default and failed to hand over possession within the contractually agreed timeline, thereby leaving the complainant with no alternative but to invoke the jurisdiction of the Authority. Significantly, the purported Offer of Possession dated 02.01.2026 was issued only after the filing of the present complaint, clearly evidencing that the same is a belated, reactionary measure devised solely to frustrate the legitimate claims of the complainant and to create an artificial defence against its admitted delay.
- X. It is a settled position of law that a belated or strategically issued offer of possession neither cures the breach nor absolves the promoter of liability arising from delay, and the statutory rights of the allottee to seek compensation and other appropriate reliefs remain fully preserved.

- XI. That the complainant has duly responded to the Offer of Possession vide reply dated 09.02.2026, thereby categorically objecting to the arbitrary and unlawful acts of the applicant.
- XII. That the applicant has unilaterally increased the super area of the allotted unit by approximately 70 sq. ft., without issuing any prior notice, disclosure, or communication to the complainant and without obtaining the complainant's express consent. The aforesaid conduct strikes at the very foundation of the Agreement to Sale, wherein the area of the unit constitutes a material and essential term directly impacting the sale consideration, financial obligations, and overall bargain between the parties.
- XIII. That such unilateral modification is in direct and flagrant contravention of Section 14(2) of the Real Estate (Regulation and Development) Act, 2016, which categorically prohibits the promoter from making any additions or alterations affecting the area of the apartment without the previous consent of the allottee.
- XIV. Pursuant to the unilateral increase in the super area of the allotted unit, the applicant has substantially enhanced the total sale consideration, thereby imposing an additional and unforeseen financial burden upon the complainant. The said increase is not only arbitrary and without consent but has also resulted in a material escalation of the effective rate payable by the complainant. The extent of such unjustified financial impact is clearly reflected in the comparative calculation set out hereinbelow:

<b><i>PARTICULARS</i></b>	<b><i>AS PER ORIGINAL AGREEMENT</i></b>	<b><i>AFTER UNILATERAL AREA INCREASE</i></b>
<i>Super Area (sq.ft.)</i>	<i>826 sq.ft.</i>	<i>896 sq.ft.</i>

<i>Total Consideration</i>	<i>Sale</i>	<i>Rs.1,07,38,000/-</i>	<i>Rs.2,12,83,760/- (includes Rs.1,05,45,760/- for the increased area)</i>
<i>Implied Rate per sq.ft.</i>		<i>Rs.13,000/-</i>	<i>Rs.1,50,653/- (implied rate per sq.ft. charged upon increased area)</i>
<i>Increase in Financial Liability (BSP)</i>		<i>-</i>	<i>Rs.1,05,45,760/-</i>

- XV. The above calculation clearly demonstrates that the applicant, under the guise of an area revision, has effectively and unjustifiably increased the financial burden upon the complainant. While the originally agreed rate was Rs. 13,000/- per sq. ft., the applicant has, unilaterally enhanced the super area, imposed an implied rate of Rs.1,50,653/- per sq. ft. on the increased area, reflecting an exorbitant escalation.
- XVI. In addition to the inflated sale consideration, the applicant has further raised multiple arbitrary demands at the stage of possession, which have been computed on the enhanced super area, thereby compounding the financial prejudice caused to the complainant. It is most respectfully submitted that the applicant has adopted a calculated and coercive strategy aimed at financially strangulating the complainant under the garb of possession, with the sole ulterior motive of compelling the complainant either to forgo the allotment or succumb to extortionate and unlawful demands.
- XVII. That the applicant is fully conscious of the fact that the market value of the project has increased exponentially, to nearly ten (10) times

of the originally agreed consideration. In such circumstances, by artificially inflating the cost payable at the possession stage to an unconscionable level, the applicant seeks to engineer a situation where the complainant is left with no practical choice but to abandon the unit, thereby enabling the applicant to either retain the unit or resell the same at prevailing market rates to reap unlawful windfall gains.

13. 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.

**F. 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**

15. 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**

16. 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;*

17. 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 complainants at a later stage.

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

- G.I. Direct the respondent to immediately handover possession of the unit purchased by the complainant, the entire sale consideration having already been paid.**
- G.II. Direct the respondent to pay interest in case of delay in handing over possession of the unit.**
- G.III. Interim relief of restraining the respondents, their agents, or any person claiming through them, from creating any third party interest, alienating, or encumbering the said unit purchased by the complainant in the project.**
- G.IV. Impose appropriate penalty upon the respondent for wilful violation and breach of the terms and conditions of the executed Agreement For Sale.**

18. In the present complaint, the complainant has averred in the present complaint that it purchased eleven (11) units in the subject project in the year 2024. Among the said units, Unit No. F-160, having a super area of 826 sq. ft., was allotted to the complainant. Pursuant thereto, an Agreement for Sale was executed between the complainant and the

respondent, and the entire sale consideration of Rs.1,07,38,000/- in respect of the said unit was paid by the complainant at the time of execution of the Agreement for Sale.

19. According to the terms and conditions of the said Agreement for Sale, the respondent-promoter was obligated to hand over possession of the allotted unit within a period of three (3) months from the date of issuance of the Occupation Certificate (OC). It is the case of the complainant that the Occupation Certificate for the project was granted by the competent authority on 28.07.2025. The complainant claims to have become aware of the grant of the Occupation Certificate through independent sources on 31.07.2025 and, thereafter, addressed an email dated 31.07.2025 to the management and directors of the respondent, requesting early delivery of possession of the allotted unit in bare-shell condition.
20. On the other hand, the respondent, by way of an application seeking dismissal of the complaint, has contended that Clause 8 of the Agreement for Sale specifically provides that possession of the unit would be offered in writing within three (3) months from the date of obtaining the Occupation Certificate, which was stipulated to be obtained on or before 30.04.2026. According to the respondent, the contractual date for offering possession was, therefore, 30.07.2026. It is further submitted that possession of the units in question had already been offered and handed over to the complainant vide Possession Letter dated 02.01.2026. The respondent has stated that the said Possession Letter was duly communicated to the complainant at its registered address as well as through WhatsApp, and the complainant was called upon to take physical possession of the units upon completion of the

requisite formalities and payment of the outstanding dues, in terms of the said Possession Letter.

21. In the present complaint, the complainant intend to continue with the project and is seeking possession and delay possession charges along with interest on the amount paid. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, the 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.

***"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."*

22. Clause 8.1 and 8.2 of the Agreement For Sale dated 16.05.2024 provides for handing over of possession and is reproduced below:

***CLAUSE 8 CONSTRUCTION/DEVELOPMENT OF THE PROJECT***

***8.1 Schedule for possession of the said Unit for Commercial usage:*** *The Promoter agrees and understands that timely delivery of possession of the Unit for Commercial usage alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.*

*The Promoter shall obtain Occupation Certificate/Completion certificate on or before 30.04.2026. ....*

***8.2 Procedure for taking possession of the said Unit:***

*The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Commercial usage shall offer in writing the possession of the unit within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.*

**[Emphasis supplied]**

23. **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."***

24. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
25. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is of the view that the respondent is not 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 8.1 and 8.2 of the Agreement For Sale dated 16.05.2024 executed between the complainant and the respondent, the respondent undertook to handover possession of the unit to the complainant on 30.07.2026 i.e., 3 months after obtaining the Occupation Certificate on 30.04.2026. Therefore, the due date of handing over possession was 30.07.2026. The respondent has secured

- the Occupation Certificate from the competent authorities on 28.07.2025 i.e., before the due date of possession. Further, the Authority observes that the respondent has offered possession of the unit to the complainant on 02.01.2026 i.e., before the due date of possession (30.07.2026). Thus, no case for delayed possession charges is made out in the favour of the complainant and against the respondent under Section 18 of the Act, 2016.
26. The complainant has contended that the respondent has unilaterally increased the super area of the subject unit by approximately 70 sq. ft. without issuing any prior notice, disclosure, or communication and without obtaining the consent of the complainant. It has been alleged that such unilateral enhancement constitutes a violation of Section 14 of the Act, 2016.
27. The Authority has considered the submissions and the material available on record. It is observed that the complainant was allotted Unit No. F-160 situated on the First Floor, having a carpet area of 392.58 sq. ft. and a super area of 826 sq. ft., for a basic sale consideration of Rs.1,07,38,000/-. It is an admitted position that the complainant has already paid the entire aforesaid amount, as recorded on page 38 of the complaint.
28. The respondent has placed on record a copy of the Offer of Possession dated 02.01.2026, wherein the super area of the subject unit has been revised from 826 sq. ft. to 896 sq. ft. Consequent thereto, the sale consideration of the unit has also been revised to Rs.1,29,91,768/-. In the considered view of the Authority, the unilateral increase in the super area of the unit has resulted in a substantial enhancement of the sale consideration, amounting to an exorbitant escalation which is likely to

cause grave financial prejudice to the complainant. Accordingly, the respondent is directed to levy charges, if any, towards the increased super area strictly at the rate agreed upon between the parties under the Agreement for Sale and not at any revised or enhanced rate.

29. It is further clarified that in the proceedings dated 19.05.2026, the increase was inadvertently recorded as pertaining to the carpet area. The said reference was a clerical error, and the same stands corrected. The increase under consideration pertains to the super area of the unit.
30. The respondent is further directed to furnish an updated and complete Statement of Accounts to the complainant within a period of thirty (30) days from the date of this Order.
31. 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 been obtained by the respondent and offer of possession has also been made. The respondent is directed to handover physical possession of the unit to the complainant within a period of 60 days of this order.

**G.V. Direct the respondents to pay a sum of Rs.1,00,000/- towards litigation expenses incurred by the complainant in pursuing the present complaint.**

32. 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. Vs. 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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.


**H. Directions of the Authority:**

33. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoters as per the functions entrusted to the authority under Section 34(f):

- i. The respondent is directed to levy charges, if any, towards the increased super area strictly at the rate agreed upon between the parties under the Agreement for Sale and not at any revised or enhanced rate.
- ii. The respondent is directed to provide an updated statement of accounts to the complainant within a period of 30 days of this order.
- iii. The respondent is directed to handover possession of the unit to the complianant within a period of 60 days of this prder.
- iv. The respondent is directed to execute the conveyance deed in favor of the complainant within a period of 90 days from the date of this order.
- v. The respondent shall not charge anything from the complainant which is not the part of the agreement.

34. This decision shall mutatis mutandis apply to cases as mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.

35. True certified copy of this order shall be placed in the case file of each matter.
36. File be consigned to registry.



**Arun Kumar**  
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram  
**Dated: 19.05.2026**



**HARERA**  
GURUGRAM