

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

Date of order: 22.05.2026

NAME OF THE BUILDER		M/s CHIRAG BUILDTECH PRIVATE LIMITED	
PROJECT NAME		"ROF ANANDA", Sector - 95, Gurugram.	
Sr. No.	Case No.	Case title	Appearance
1.	CR/5176/2025	Vinod and Sube Singh V/S M/s Chirag Buildtech Private Limited	Shri Sube Singh (Complainant No.2 in person) Shri Garvit Gupta (Advocate for respondent)
2.	CR/5179/2025	Jaswant Singh and Ritu Kumari V/S M/s Chirag Buildtech Private Limited	Shri Sube Singh (Father of the complainants) Shri Garvit Gupta (Advocate for respondent)

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of the aforesaid 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 allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "ROF ANANDA" at Sector 95, Gurugram, being developed by the same respondent/promoter i.e., M/s Chirag Buildtech Private Limited. The

terms and conditions of the buyer's agreements and 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, seeking possession of the unit along with delayed possession charges and other reliefs.

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

Project Name and Location	"ROF ANANDA" at Sector 95, Gurugram.
Project area	5.04375 acres
Nature of the project	Affordable Group Housing Colony
DTCP license no. and other details	17 of 2016 dated 25.10.2016 Valid up to 28.02.2025
Name of licensee	M/s Chirag Buildtech Private Limited
RERA Registered/ not registered	Registered 184 of 2017 dated 14.09.2017 Valid up to 13.09.2021
Possession clause as per buyer's agreement	7. Possession of the said unit: <i>7.1 ... The promoter shall offer the possession of the said flat to the allottee(s) within a period of four (4) years from the date of approval of building plans or grant of environment clearance, whichever is later...</i> [Emphasis supplied]
Date of approval of building plan	07.12.2016 (As per copy of approved building plan is uploaded at www.tcpharyana.gov.in)
Date of environment clearance	09.10.2017 (As per the copy annexed with reply)
Due date of possession	09.04.2022 [09.10.2021 + 6 months] (Note: as mentioned in clause 7.1 of AFS + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.)
Occupation certificate	22.02.2022 <i>[For Tower A, B, C, D, E, F & Commercial Block]</i> (As per copy of occupation certificate uploaded at www.tcpharyana.gov.in)
Offer of possession	23.02.2022

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter (AL) and Agreement for sale (AFS)	Total sale consideration and Total amount paid by the complainant in Rs.	Status of OC/ CC, Offer of possession, Conveyance Deed & Physical Possession
1.	CR/5176/2025 Vinod and Sube Singh V/S M/s Chirag Buildtech Private Limited DOF: 29.09.2025 RR: 03.04.2026	F-411 at 4 th floor in Tower-F 369.98 sq. ft. (carpet area) and 56.73 sq. ft. (balcony area) [As per Clause 10 of CD at page 123 of reply]	AL: 08.04.2019 [As per page 20 of complaint] AFS: 09.08.2019 [As per page 22-55 of complaint] Tripartite agreement: 13.08.2019 [As per page 104-107 of reply]	TSC: Rs.15,08,285/- [As per clause 11 of CD at page 124 of reply] AP: Rs.16,28,967/- [As mentioned in demand letter dated 07.04.2022 at page 70 of complaint]	OC/ CC: 22.02.2022 OFP: 23.02.2022 [As per page 115-116 of reply] CD: 20.09.2022 [As per page no. 119-139 of reply] Possession certificate: 04.10.2022 [As per page 140-141 of reply]
2.	CR/5179/2025 Jaswant Singh and Ritu Kumari V/S M/s Chirag Buildtech Private Limited DOF: 29.09.2025 RR: 03.04.2026	F-412 at 4 th floor in Tower-F 380.44 sq. ft. (carpet area) and 56.73 sq. ft. (balcony area) [As per Clause 10 of CD at page 124 of reply]	AL: 08.04.2019 [As per page 20 of complaint] AFS: 09.08.2019 [As per page 22-53 of complaint] Tripartite agreement: 13.08.2019 [As per page 103-106 of reply]	TSC: Rs.15,50,125/- [As per clause 11 of CD at page 125 of reply] AP: Rs.17,73,293/- [As mentioned in demand letter dated 07.04.2022 at page 56 of complaint]	OC/ CC: 22.02.2022 OFP: 23.02.2022 [As per page 116-117 of reply] CD: 20.09.2022 [As per page no. 120-140 of reply] Possession certificate: 04.10.2022 [As per page 141-142 of reply]

Relief(s) sought:

- Direct the respondent to refund amount paid by the complainant along with the interest against the illegal demand, under multiple heads like Holding charges, BOCW, and other charges etc. i.e., Extra GST paid by the complainant shall also be refunded from the date of receipt of the payment till the actual refund is made;
- Direct the respondent to refund amount paid by the complainant as penal interest over the delayed payment or/and to calculate penal interest (if any) over delayed payment in accordance with prevailing provision and refund the excess amount along with interest from the date of receipt of the payment till the actual refund is made;
- Direct the respondent to pay delay possession charges till 23.02.2022;
- Direct the respondent not to charge anything beyond the capacity of the BBA and refund the excess amount asked from the complainant;
- Any other relief which this Authority deems fit and proper may also be granted in favor of the complainant.

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

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
AL	Allotment Letter
AFS	Agreement for sale
TSC	Total sale consideration
AP	Amount paid by the allottee/s
OC/ CC	Occupation certificate/ completion certificate
OFFP	Offer for possession
CD	Conveyance Deed

- The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges and other reliefs.
- It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the 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.
- The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case

CR/5176/2025 titled as "Vinod and Sube Singh V/S M/s Chirag Buildtech Private Limited" are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Unit and project related details:

7. 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:

CR/5176/2025 titled as "Vinod and Sube Singh V/S M/s Chirag Buildtech Private Limited"

S. No.	Particulars	Details
1.	Name and location of the project	"ROF Ananda", Sector - 95, Gurugram.
2.	Nature	Affordable Group Housing Project
3.	Project area	5.04375 acres
4.	DTCP License	17 of 2016 dated 25.10.2016 Valid up to 28.02.2025
5.	Name of licensee	M/s Chirag Buildtech Private Limited
6.	RERA registered/ not registered	Registered 184 of 2017 dated 14.09.2017 Valid up to 13.09.2021
7.	Unit no.	F-411 at 4 th floor in Tower-F (As per clause G of AFS at page 27 of complaint)
8.	Unit area admeasuring	369.98 sq. ft. (carpet area) and 56.73 sq. ft. (balcony area) [As per Clause 10 of CD at page 123 of reply]
9.	Allotment letter	08.04.2019 (As per page no. 20 of the complaint)
10.	Agreement for sale	09.08.2019 (As per page no. 22-55 of the complaint)
11.	Possession clause	7. Possession of the said unit <i>7.1 ...The promoter shall offer possession of the said flat to the allottee within a period of 4 years</i>

		<p><i>from the date of approval of building plans or grant of environment clearance, whichever is later.</i></p> <p>[Emphasis Supplied] (As per page 38 of complaint)</p>
12.	Date of approval of building plans	07.12.2016 (As per copy of approved building plan is uploaded at www.tcpharyana.gov.in)
13.	Date of receipt of environment clearance	09.10.2017 (As per page no. 43-53 of reply)
14.	Due date of possession	09.04.2022 [09.10.2021 + 6 months] (Note: the due date of possession is calculated 4 years from the date of receipt of environment clearance, being later + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020)
15.	Total Sale consideration	Rs.15,08,285/- (As per clause 11 of CD at page 124 of reply)
16.	Amount paid against the allotted unit	Rs.16,28,967/- (As mentioned in demand letter dated 07.04.2022 at page 60 of complaint)
17.	Tripartite agreement [Between complainant, respondent & HDFC Limited]	13.08.2019 (As per page no. 104-107 of reply)
18.	Permission to Mortgage	21.08.2019 (As per page no. 108 of reply)
19.	Occupation certificate	22.02.2022 (For Tower A, B, C, D, E, F & Commercial Block) (As per copy of occupation certificate uploaded at www.tcpharyana.gov.in)
20.	Offer of possession	23.02.2022 (As per page no. 115-116 of reply)

21.	Conveyance deed	20.09.2022 (As per page no. 119-139 of reply)
22.	Possession certificate	04.10.2022 (As per page no. 140-141 of reply)

B. Facts of the complaint:

8. The complainants have made the following submission: -

- I. That the respondent had advertised about their project under affordable group housing policy, 2013 under the name and style "ROF Ananda" situated in Sector- 95, Gurugram, Haryana (Project). The respondent represented that the said township is one of the best townships and backed by truly world class social amenities, and infrastructure. Pursuant to the representation and assurances of the respondent, the complainants, namely Mrs. Vinod and Mr. Sube Singh, have filed a joint application bearing no. 015363 on 18.03.2019 by paying Rs.1,49,184/- for allotment of a residential unit in the said project.
- II. That thereafter a residential unit bearing unit no. F-411 on 4th floor in tower F having carpet area 344.01 sq. ft. and balcony area 55.04 sq. ft. (unit) was allotted vide allotment letter dated 08.04.2019, to the complainants. The basic sale consideration of the unit is Rs.14,03,560/-.
- III. That since the project was being developed under the said scheme the payment plan, i.e., time linked had already been fixed as per the said policy, therefore the complainants received an intimation to pay for the first installment amounting to 20% of total sale consideration of the unit, within 15 days from the date of allotment letter.
- IV. That complainants on receipt of such intimation and as per their requirement, along with required document approached Life Insurance Corporation Housing Limited (LICHL) for sanction of housing loan but the loan application comes to halt due to pendency of project revalidation by the respondent/builder with LICHL. Finally, the complainants had to

- withdraw his loan application as asked by the respondent, as the respondent had failed to complete project revalidation process till 23.07.2019. This is very evident from the email's representation from the period 01.06.2019 to 27.09.2019.
- V. That then the complainant approached Housing Development Corporation Limited (HDFCL) for sanctioning housing loan against the said unit, as directed by the respondent. Over there the issue of revalidation of project surfaced again, which was eventually settled among the HDFCL and respondents.
- VI. That meanwhile, the complainant learns about requirement of registration builder buyer agreement, for sanction of housing loan, and after a long delay from the respondent side who is adamant to willfully ignore the provision of the Act of 2017 and willing to accept the more than 10% of the total sale consideration without getting the BBA register, is evident from the conduct of the representative who are aggressively pressing upon the demand raised. The agreement was registered before the authority concerned vide Vasika No. 2703 dated 09.08.2019.
- VII. That total amount of the loan was Rs.12,63,204/- out of which Rs.9,87,716/- was disbursed against demand raised by respondents against the said unit on 13.11.2019 by the bank. From here onwards the respondent raised demand to the complainant, and complainant shared the same to the HDFCHL and on the receipt of the said demand, the amount was disbursed to the respondent.
- VIII. That since the project is governed by the provision of policy, the duration of its completion and offer of physical possession of unit, is mentioned under clause 1(iv) and 5(iii)(b) of the policy, which says such project shall be completed and possession of the unit/flat shall offer within 4 years from the date of commencement. The date of commencement shall be date of

sanction of building plan or date of environmental clearance, whichever is later. In this particular project the respondent has received environment clearance on 09.10.2017, as mentioned in recital 'E' of the agreement, therefore the date of offer possession shall be 09.10.2021.

- IX. That the complainant paid 5% of the total sale price of the unit at the time of allotment in accordance with the Affordable Housing Policy of Haryana. As per the Affordable Housing Policy, the next payment of 20% of the total sale consideration was to be paid within 15 days of the allotment letter, and the subsequent payment of 12.5% was to be paid after 6 months of the allotment. That in complete disregard of the policy, the respondent, being in a dominant position, illegally and adamantly demanded more than 75% of the total sale consideration soon after the allotment, which is contrary to the payment schedule under the Affordable Housing Policy and the RERA provisions. That the complainant, on several occasions, requested the respondent to provide the requisite documents necessary for processing a housing loan from the complainant's bank so that the due payments could be made. Despite repeated requests, the respondent failed to provide the complete set of requisite documents, as a result of which the complainant's bank could not process or sanction the housing loan. This fact is duly corroborated and clearly mentioned in the Loan Closure Letter issued by the bank. That instead of rectifying their default, the respondent further acted arbitrarily and levied penal interest @ 15% per annum on the alleged non-payment, despite the fact that the delay in loan disbursement was directly attributable to the respondent's failure to provide the necessary documentation. That the conduct of the respondent is illegal, arbitrary, and amounts to deficiency of service and unfair trade practice, besides being in violation of the Affordable Housing Policy, 2013 and the provisions of the Real Estate (Regulation and Development) Act, 2016. It is pertinent to

mention here that the interest charges levied upon the complainant are reflected in the SOA i.e., Annexure C4 and the interest ledger i.e., Annexure C5 of the complaint.

- X. That respondent offered possession of the said unit vide offer of possession letter dated 23.02.2022, along with a demand letter along with the illegal demands. The amount claimed in above said demand letter includes following charges: -
- EEC/Meter Charges amounting to Rs. 27,748/-
 - RWA fee amounting to Rs. 1,188/-
 - BOCW amounting to Rs. 5,549.70/-
 - Total Penal interest over delayed payment amounting to Rs. 90,802/-
- XI. That complainant protested against the demand of said since none of the charges initially mentioned in any of the documents and even the HDFCHL denied paying such charges as it does not constitute/contribute towards the total sale consideration of the said unit. The representative of respondent avoids the protest of complainant and then again, the respondent raised the same demand and strongly suggests paying it at earliest otherwise the unit of complainant may be terminated.
- XII. That the complainants, having no other option, paid the full amount as demanded by the respondent and took possession of the said unit. The complainant many times by visiting the office of the respondent and by sending emails tried to solve the issue and asked for the return of the illegal charges as paid by the complainant upon the directions of the respondent, but everything went in vain.
- XIII. That irrespective of the sale consideration of the unit to be Rs.14,03,560/- but the complainant from starting till now had paid an amount of Rs.17,33,968/-, which is much more than that of the sale consideration. It is pertinent to mention here that the sale consideration was increased by 23% by the respondents arbitrarily violating the clause 1.3 of the builder buyer

agreement wherein it is clearly mentioned that the total price is cost escalation free.

XIV. That in recent time the complainants learn that multiple charges had been claimed by respondents which ultra vires to provision policy and Act of 2017 along with Rules of 2017 and multiple precedent set forth by the Apex Court including judgment of the Authority constituted under provision of Act of 2017, which as follows:

- A. Rate of GST levied against the unit is unilateral and against the policy.
That as per the Notification No. 03/2019 – Central Tax, dated 29.03.2019, which amends Notification No. 11/2017 – Central Tax, Department of Revenue, Ministry of Finance by reducing 1% in GST. Where the respondent has levied 8% of GST over the basic sale consideration, for the subject unit amounting to Rs.1,20,339/-.
- B. Wrongful levying penal interest charges over delayed payment.
That respondent initially failed to support loan sanctioning process which resulted in delay in disbursement of payment by HDFC till 01.11.2019, which attract huge penalty. Thereafter, if any delay which occurred for securing disbursement from HDFC by respondent is the fault of respondent and burden of fault cannot be shifted over complainant. The total delayed charges levied by the respondent were Rs.90,802/- that too even when the complaint was nowhere at fault.
- C. Rate of Interest over the delayed payment against sale consideration.
That since the project is registered under provision of Act of 2017 the provision of Act of 2017 and Rule of 2017 is applicable over the said project and as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 and notification under Memo No. Misc-2307/8/26/2017-2 TCP, dated 09.07.2018 from the Principal Secretary, Town & Country Planning Department, Haryana, clearly state that any delay in payment shall attract penalty as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017. Wherein the respondent even after being aware of the said amendment in the said policy, arbitrary charges 15% penal interest over delayed charges. Although it was the fault of the respondent due to which the payment was not made. It is out of place to mention here that the interest charged on delayed payment was charged on approximately 75% of the total sale price of the unit. Whereas the delayed payment as on 01.11.2019 was only 20% of the total sale consideration and, that too was due to the default of the builder and not the complainants as the loan was not sanctioned due to the omission on the part of the builder.
- D. Illegal charges under the head of BOCW Cess and EEC/meter charges, Holding charges. Rs.5,549.70/- as BOCW and Rs.1,188/- RWA Fees and Rs.8,296/- Holding charges.

XV. That the complainant has already complied with all the payment obligations as per the allotment letter/builder-buyer's agreement. However, the builder has illegally demanded Rs.8,296/- towards holding charges, which

is neither mentioned in the agreement nor permissible under law. Such an arbitrary demand amounts to unfair trade practice and deficiency of service, causing undue harassment and financial burden upon the complainant.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):

- i. Direct the respondent to refund amount paid by the complainant along with the interest against the illegal demand, under multiple heads like Holding charges, BOCW, and other charges etc. i.e., Extra GST paid by the complainant shall also be refunded from the date of receipt of the payment till the actual refund is made;
- ii. Direct the respondent to refund amount paid by the complainant as penal interest over the delayed payment or/and to calculate penal interest (if any) over delayed payment in accordance with prevailing provision and refund the excess amount along with interest from the date of receipt of the payment till the actual refund is made;
- iii. Direct the respondent to pay delay possession charges till 23.02.2022;
- iv. Direct the respondent not to charge anything beyond the capacity of the BBA and refund the excess amount asked from the complainant;
- v. Any other relief which this Authority deems fit and proper may also be granted in favor of the complainant.

10. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

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

- i. That the complainants have not approached this Authority with clean hands and have intentionally suppressed and concealed the material facts in the present complaint. The present complaint has been filed by them maliciously with an ulterior motive and it is nothing but a sheer abuse of the process of law.

- ii. That respondent is a reputed real estate company having immense goodwill, comprised of law abiding and peace-loving persons and has always believed in satisfaction of its customers. The respondent has developed and delivered several prestigious projects and in most of these projects large number of families have already shifted after having taken possession.
- iii. That it is submitted that the complainants are real estate investors who had booked the unit in question with a view to earn quick profit in a short span of time. However, it appears that their calculations have gone wrong on account of severe slump in the real estate market and the complainants now want to somehow illegally extract benefits from the respondent. Such malafide tactics of the complainants cannot be allowed to succeed.
- iv. That the respondent is the sole, absolute and lawful owner of the land parcel situated in the revenue estate of Village Dhorka, Sector 95, Tehsil and District Gurugram, Haryana. The respondent had obtained the approval/sanction to develop a project known as 'ROF Ananda' from the Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the 'DTCP') vide approval bearing license no. 17 of 2016 dated 25.10.2016 under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 read with the Affordable Group Housing Policy, 2013 issued by the Government of Haryana vide the Town and Country Planning Department notification dated 19.08.2013 as amended from time to time (herein after referred to as 'Affordable Scheme Policy').
- v. That the respondent had obtained the approval on the building plans from DTCP vide letter bearing Memo no. ZP-1133/SD(BS)/2016/26738 dated 07.12.2016 and the environment clearance bearing no. SEIAA/HR/2017/659 dated 09.10.2017 from the State Environment

Assessment Authority, Haryana for the project in question. Moreover, the respondent in compliance of all laws including Real Estate (Regulation and Development) Act, 2016 has registered the project in question with the Authority and the Authority after scrutiny of all the relevant documents and completing its own due diligence has issued a registration certificate bearing no. 184 of 2017.

- vi. That the complainants, after checking the veracity of the said project had applied for allotment of an apartment vide his booking application form on 18.03.2019. The complainants agreed to be bound by the terms and conditions of booking application form. The complainants were aware and had admitted and accepted vide the said booking application form that they by the way of said application form had applied in the said project under the Affordable Group Housing Colony being developed by the respondent under the Affordable Scheme Policy and had understood all the limitations and obligations after being provided with all the information and clarifications. The complainants were aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the said policy and only after being completely satisfied about the same, had made the booking with the respondent. Moreover, the complainants had also perused and signed Annexure A of the Application form which contained the Payment Plan which specifically stated the stage of payments.
- vii. That subsequently, the complainants were allotted a unit bearing no. F-411, 4th Floor, Tower-F having carpet area of 344.01 sq. ft, and balcony area of 55.04 sq. ft. in the said project of the respondent along with a two-wheeler parking space vide allotment letter dated 08.04.2019.
- viii. That the respondent, in due course, issued a demand letter dated 08.05.2019, raising a demand of Rs. 7,98,233/- from the complainants

- strictly in accordance with the applicable payment schedule and the provisions of the Affordable Housing Policy, 2013. Despite the said demand being raised as per the agreed terms and governing policy, the complainants failed to remit the outstanding amount within the stipulated time. Owing to such default, the respondent was constrained to issue a reminder letter dated 11.06.2019, calling upon the complainants to clear the outstanding dues. However, even after the issuance of the said demand and reminder letters, the complainants failed to make timely payment of the amount due, thereby committing a breach of their payment obligations.
- ix. That the respondents had requested the complainant to execute the agreement for sale and thereafter the complainant had executed the said the agreement only after being fully aware of all the limitations and obligations and after being completely satisfied with the terms and conditions of the said agreement. Thus, the agreement for sale was signed between the complainants and the respondent on 09.08.2019.
- x. That the complainants approached the respondent and informed that they intended to avail a housing loan from a financial institution for the purpose of remitting the outstanding dues towards the subject unit. The decision to avail such loan was taken by the complainants at their own discretion and the responsibility for arranging the requisite finances continued to remain solely upon them. Subsequently, the complainants got a loan sanctioned, they approached the respondent and requested it to executed a Tripartite agreement with HDFC. On the basis of the request of complainants, the respondent executed a tripartite agreement dated 13.08.2019 in order to enable it to financially assist the complainants in making payment towards the total sale consideration of the unit. The respondent reminded the complainants about Clauses 2.5 of the Agreement for Sale wherein the complainants had acknowledged and admitted that regardless of availing

of the loan facility, it would be the obligation and responsibility of the complainants to make the payment in order to ensure compliance of the terms and conditions of the agreement for sale. When the complainants specifically assured the respondent that they would abide by their contractual obligations of making timely payment, the respondent issued its permission to mortgage the unit in the favour of HDFC vide letter dated 21.08.2019.

- xi. That the respondent continued to request the complainants to make the payments in accordance with the payment plan and the demand letters issued by the respondent. However, the said requests of the respondent went in vain as the complainants failed to make the complete payment out of the demanded amount despite being aware of the hereinabove mentioned terms of the booking application form, the agreement for sale and the Affordable Housing Policy, 2013. Only a part-payment of Rs.1,49,184/- was made by the complainants out of the demanded amount as evident from the receipt dated 21.08.2019. Respondent thereafter raised another payment demand of Rs.9,87,716/- vide its demand letter dated 21.08.2019. It is important to note that the complainants only remit part-payments to the respondent out of the demanded amounts.
- xii. That as per the terms of the Affordable Housing Policy, 2013, the respondent was to handover the physical possession of the unit to the complainants within a period of 4 years from the date of approval of the environment clearance. However, the due date to handover the possession of the unit was subject to force majeure conditions and timely payment of instalment by the allottee. On account of outbreak of Covid-19 pandemic, the implementation of the entire project was affected. The due date of possession as per the terms of the agreement without taking into consideration the force majeure conditions would have been 09.10.2021

(calculated as 4 years from the date of environment clearance). The fact that outbreak of pandemic event was a force majeure condition and was beyond the reasonable control of the developers including the respondent was acknowledged by the Authority wherein the completion date, revised completion date and extended completion date was automatically extended by 6 months. Thereafter on account of second wave of COVID-19 pandemic Haryana Real Estate Regulatory Authority, Panchkula by way of resolution in its meeting held on 02.08.2021 ordered for extension of 3 months from 01.04.2021 to 30.06.2021. It was observed that the second wave of COVID-19 pandemic has adversely hit all sections of the society and it being a case of natural calamity, the authority pursuant to Section 37 of the RERA Act, 2016 had decided to grant the said extensions. Thus, the due date of handing over of possession comes out to be 09.07.2022. It was further directed that no fee/ penalty shall be paid/Payable by the developer on account of delay as the same was beyond its reasonable control and apprehension.

- xiii. That despite such event, the respondent completed the construction of the tower in which the unit allotted to the complainants is located and offered the possession of the unit vide letter dated 23.02.2022. Thus, it is very safe to say that there is no delay on the part of the respondent in completing the construction of the unit and offering the possession to the complainants although the complainants has throughout been at default. It is pertinent to mention here that, upon receiving a written intimation from the builder to take the possession, the complainants were to take the possession after making the payment towards the total sale consideration.
- xiv. That the respondent, along with offer of possession demanded Rs.92,261/- vide demand letter dated 23.02.2022. The complainants failed to remit the said amount despite the reminders issued by the respondent. On account

of blatant defaults on the part of the complainants in remitting the demanded amount, the respondent was constrained to send several telephonic reminders to the complainants.

- xv. That finally after a considerable delay, the said amount was remitted by the complainants and the complainants, after completion of all requisite formalities and fulfilment of their obligations, finally took possession of the allotted unit, and a conveyance deed was duly executed and registered between the complainants and the respondent on 20.09.2022, thereby transferring all rights, title, and interest in the said unit in favour of the complainants. Subsequent thereto, a possession certificate was issued by the respondent confirming that the physical possession of the unit was formally handed over to the complainants on 04.10.2022. After taking over possession, the complainants also executed an affidavit cum-undertaking in favour of the respondent, acknowledging receipt of possession and agreeing to abide by the terms and conditions applicable post possession. The aforesaid documents clearly establish that the complainants have taken complete and final possession of the unit and have accepted the same without any subsisting objection.
- xvi. That at the time of issuance of the offer of possession, the respondent had lawfully raised a demand towards certain charges, namely External Electrification Charges, Electric Meter Charges, BOCW charges and Administrative Charges, which were expressly payable at that stage in terms of Clause 1.2(iv) and Clause 1.17 of the Agreement for Sale. The said clauses categorically empower the respondent to levy and recover such charges at the time of offer of possession, and therefore, the demand so raised was strictly in accordance with the contractual terms agreed between the parties and was valid and binding upon the complainants. It is further submitted that the complainants, after a considerable delay, duly

paid the aforesaid charges without raising any protest, demur or objection whatsoever at the relevant time. However, for the first time, the complainants have vide the present complaint is raising baseless objections against the same and is seeking refund of the amount paid by him to the said rightful demands. Having accepted the demand and acted upon the same, the complainants is deemed to have acquiesced to and waived any alleged objection in respect thereof. The complainants, having allowed the transaction to attain finality, is now estopped from turning around and challenging the very same charges at this belated stage by way of the present complaint, which is nothing but an afterthought and liable to be rejected.

- xvii. That moreover, the Authority has consistently taken the view that once a conveyance deed is executed, the financial relationship and liabilities between the allottee and the promoter stand fully and finally settled, and no claim for refund of charges can be entertained thereafter. In this regard, reliance is placed upon the judgment passed by the Authority in *Priyanka Tripathi v. M/s Forever Buildtech Pvt. Ltd.*, bearing complaint number 2334 of 2024 decided on 20.02.2025, wherein it has been categorically held that upon execution of the conveyance deed, the complainants-allottee is precluded from raising any financial claims against the promoter, except statutory benefits, if any, pending at that stage. The Authority further observed that any claim with respect to charges or financial liabilities ought to have been raised prior to execution of the conveyance deed, and once the conveyance deed is executed and accounts are settled, no claims remain capable of adjudication. Applying the said settled position of law to the present case, it is submitted that the conveyance deed having already been executed between the parties, the financial liabilities of the respondent have come to an end, and the

complainants is estopped from seeking refund of any charges at this belated stage.

- xviii. That the respondent has at all times acted strictly in accordance with the terms and conditions of the allotment, the agreement for sale, the applicable rules and regulations, and the directions issued by the competent authorities. The respondent duly completed the project in question within the prescribed timeline, and there has been no delay whatsoever attributable to the respondent in completion of the project or in offering possession. The possession of the allotted unit was validly offered to the complainants and was thereafter handed over along with the execution of the conveyance deed, and all demands raised by the respondent were strictly in compliance with the Affordable Housing Policy, 2013, without any lapse or default on the part of the respondent. On the contrary, it is the complainants who repeatedly defaulted in making timely payments towards the total sale consideration despite issuance of several demand letters and reminders by the respondent. The complainants failed to take over possession of the allotted unit for reasons best known to him, and the only delay, if any, in the handing over of possession was solely attributable to the complainants and not to the respondent. In view of the foregoing, no claim whatsoever for delayed possession or allied charges survives against the respondent, and the present complaint is therefore liable to be dismissed.

12. All other averments made in the complaint were denied in toto.
13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the Authority:

14. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

E. I Territorial jurisdiction

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 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.

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.

F. Findings regarding relief sought by the complainants:

F.1 Direct the respondent to refund amount paid by the complainant along with the interest against the illegal demand, under multiple heads like Holding charges, BOCW, and other charges etc. i.e., Extra GST paid by the complainant

- shall also be refunded from the date of receipt of the payment till the actual refund is made;
- F.II Direct the respondent to refund amount paid by the complainant as penal interest over the delayed payment or/and to calculate penal interest (if any) over delayed payment in accordance with prevailing provision and refund the excess amount along with interest from the date of receipt of the payment till the actual refund is made;
- F.III Direct the respondent to pay delay possession charges till 23.02.2022;
- F.IV Direct the respondent not to charge anything beyond the capacity of the BBA and refund the excess amount asked from the complainant;
- F.V Any other relief which this Authority deems fit and proper may also be granted in favor of the complainant.
18. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
19. In the present complaint, vide allotment letter dated 08.04.2019 the complainants have been allotted a unit bearing no. F-411, 4th floor, Tower-F, having 369.98 sq. ft. (final carpet area) and 56.73.04 sq. ft. (final balcony area) in project "ROF Ananda" situated at Sector-95, Gurugram, being developed by the respondent. Thereafter, an agreement for sale was executed interse parties on 09.08.2012. The allottee had paid an amount of Rs.16,28,967/- out of total sale consideration of Rs.15,08,285/-. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act, 2016, as well as handover of the amenities, as promised in agreement for sale. Section 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

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

20. As per clause 7.1 of the agreement for sale dated 09.08.2019, talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -

7. Possession of the said unit:

7.1 ... The promoter shall offer the possession of the said flat to the allottee(s) within a period of four (4) years from the date of approval of building plans or grant of environment clearance, whichever is later...

[Emphasis supplied]

21. **Due date of handing over possession:** By virtue of clause 7.1 of the agreement for sale executed between the parties on 09.08.2019, the possession of the subject unit was to be delivered within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. The respondent has obtained the environment clearance on 09.10.2017 and building plan approval in respect of the said project on 07.12.2016, respectively. Therefore, the due date of handing over possession is 09.10.2021 to be calculated 4 years from the environmental clearance i.e., 09.10.2017, being later. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 09.10.2021 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 09.04.2022 (including grace period of 6 months).

22. In the present case, the complainants were offered possession by the respondent on 23.02.2022 after obtained occupation certificate on 22.02.2022 from the competent authority. Further, the registered conveyance deed was also executed in favour of the complainants on 20.09.2022 and thereafter, the physical possession certificate was signed by the complainants on 04.10.2022. (Copies of the same have been placed on

record). The respondent has obtained occupation certificate and offered the possession of the subject unit to the complainant(s)/ allottee(s) prior to the due date of handing over of possession.

23. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is satisfied that the respondent has already obtained completion certificate in respect of the said project prior to the due date of handing over possession. Thus, no case for delay possession charges is made out under Section 11(4)(a) of the Act read with proviso to Section 18(1) of the Act. Accordingly, no direction to this effect.
24. Further, the Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016. The complainants could have asked for the claim before the conveyance deed got executed between the parties.
25. Moreover, the clause 1(d) & 5 of the conveyance deed dated 20.09.2022 is also relevant and reproduced hereunder for ready reference:


1(d) That the vendee has inspected the said apartment and finds the same as per vendee's satisfaction. The vendee does not have any further claim including monetary from the vendor.

5. That vacant and physical, possession of the said Apartment has been handed over by the vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the vendor after satisfying itself that the workmanship used in construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. are in accordance with the drawings, designs and specifications as per the agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied itself in respect of location and final carpet area calculations and measurements of the said apartment.

26. Therefore, after execution of the conveyance deed the complainant(s)/ allottee(s) cannot seek any refund of charges other than statutory benefits, if any pending. Once the conveyance deed is executed and accounts have been

settled, no claim remains. So, no directions in this regard can be effectuated at this stage.

27. In view of the above finding, as detailed in para no. 23 and 26 of this order, the present complaint filed by the complainants is hereby dismissed, being not-maintainable at this stage.
28. This decision shall mutatis mutandis apply to cases 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.
29. The complaint as well as applications, if any, stand disposed of accordingly. True certified copy of this order shall be placed in the case file of each matter.
30. File be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.05.2026

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