



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of filling:	29.07.2025
First date of hearing:	04.11.2025
Date of decision.:	07.07.2026

Name of Promoter		JBG Buildcon Pvt. Ltd.		
Project Name		“AMI GREENS” situated at Sector-3A, Bahadurgarh		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf of respondent
1.	1067/2025	Purnima Joon w/o Gaurav Joon r/o Gali no.3, Dev Nagar, Jhajjar Road,Bahadurgarh, Haryana-124507 v. JBG Buildcon Pvt. Ltd., Village Sarai, Aurangabad, Sector-3 A, Bahadurgarh, Jhajjar, Haryana	Advocate Naveen Single, Ld. Counsel for the Complainant	Advocate Pankaj proxy Counsel for Adv. Manju Goyal for the Respondent
2.	1068/2025	Purnima Joon w/o Gaurav Joon r/o Gali no.3, Dev Nagar, Jhajjar Road,Bahadurgarh, Haryana-124507	Advocate Naveen Single, Ld. Counsel for the Complainant	Advocate Pankaj proxy Counsel for Adv. Manju Goyal for the Respondent

Lathee

		v. JBG Buildcon Pvt. Ltd. Village Sarai, Aurangabad, Sector-3 A, Bahadurgarh, Jhajjar, Haryana		
3.	1069/2025	Purnima Joon w/o Gaurav Joon r/o Gali no.3, Dev Nagar, Jhajjar Road,Bahadurgarh, Haryana-124507 v. JBG Buildcon Pvt. Ltd., Village Sarai, Aurangabad, Sector-3 A, Bahadurgarh, Jhajjar, Haryana	Advocate Naveen Single, Ld. Counsel for the Complainant	Advocate Pankaj proxy Counsel for Adv. Manju Goyal for the Respondent
4.	1070/2025	Purnima Joon w/o Gaurav Joon r/o Gali no.3, Dev Nagar, Jhajjar Road,Bahadurgarh, Haryana-124507 v. JBG Buildcon Pvt. Ltd., Village Sarai, Aurangabad, Sector-3 A, Bahadurgarh, Jhajjar, Haryana	Advocate Naveen Single, Ld. Counsel for the Complainant	Advocate Pankaj proxy Counsel for Adv. Manju Goyal for the Respondent
5.	1071/2025	Purnima Joon w/o Gaurav Joon r/o Gali no.3, Dev Nagar, Jhajjar Road,Bahadurgarh, Haryana-124507 v. JBG Buildcon Pvt. Ltd.,	Advocate Naveen Single, Ld. Counsel for the Complainant	Advocate Pankaj proxy Counsel for Adv. Manju Goyal for the Respondent



		Village Sarai, Aurangabad, Sector-3 A, Bahadurgarh, Jhajjar, Haryana		
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ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. This order shall dispose of all the above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

2. The core issues emanating from the above captioned complaints are similar in nature. The complainant in the above referred Complaint No.1067 of 2025 and other captioned complaints is the same person/ allottee of the project namely; "AMI GREENS" situated at Sector-3A, Bahadurgarh". The fulcrum of the issue involved in all the above captioned cases pertains to failure on the part of the respondent to issue no objection certificate to undertake construction of plot, challenge to legality of the demands raised by the respondent and all complainant(s) are now seeking delay possession charges as

Dr. Geeta Rathee

per terms of the agreement of sale. Therefore, complaint no. 1067 of 2025 titled as "Poornima Joon versus JBG Buildcon Pvt. Ltd. " has been taken as lead case for disposal of all the matters by this common order.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, are tabulated below:-

Sr. no.	Complaint no./Title/	Plot No.	Date of execution of Agreement for Sale	Date of obtaining completion certificate	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Possession Clause	Offer of Possession
1.	1067/2025 Purnima Joon v. JBG Buildcon Pvt. Ltd.,	Plot No.1 admeasuring 117.04 sq ft. in Project Namley "AMI GRENS", Sector -3A, Sarai, Aurangabad, Bahadurgarh	10.06.2019	04.07.2024	Basic Sales Price-₹18,05,600/- Paid Amount- ₹25,25,600/-	The company shall make all efforts to complete the development and handover of possession of the said plot within 18 months plus 6 months grace period from date of signing of this agreement subject to Force Majeure, Court orders, Government Policy, Guidelines, decisions, affecting regular development of the AMIGreens, Bahadurgarh project. If, the completion of the said project is delayed due to above conditions, then the	Not offered



						Allotee agrees that company shall be entitled to the extension of time for delivery of possession of the plot for residential usage.	
2.	1068/2025 Purnima Joon v. JBG Buildcon Pvt. Ltd.,	Plot No.2 admeasuring 117.04 sq ft. in Project Namley "AMI GRENS", Sector -3A, Sarai, Aurangabad, Bahadurgarh	10.06.2019	04.07.2024	Basic Sales Price-₹18,05,600/- Paid Amount-₹25,25,600/-	The company shall make all efforts to complete the development and handover of possession of the said plot within 18 months plus 6 months grace period from date of signing of this agreement subject to Force Majeure, Court orders, Government Policy, Guidelines, decisions, affecting regular development of the AMIGreens, Bahadurgarh project. If, the completion of the said project is delayed due to above conditions, then the Allotee agrees that company shall be entitled to the extension of time for delivery of possession of the plot for residential usage.	Not offered
3.	1069/2025 Purnima Joon v. JBG Buildcon Pvt. Ltd.,	Plot No.3 admeasuring 117.04 sq ft. in Project Namley "AMI GREENS", Sector -3A, Sarai, Aurangabad	10.06.2019	04.07.2024	Basic Sales Price-₹18,05,600/- Paid Amount-₹25,25,600/-	The company shall make all efforts to complete the development and handover of possession of the said plot within 18 months plus 6 months grace period from date of signing of this agreement subject to Force	Not offered



		Bahadurgarh				Majeure, Court orders, Government Policy, Guidelines, decisions, affecting regular development of the AMIGreens, Bahadurgarh project. If, the completion of the said project is delayed due to above conditions , then the Allotee agrees that company shall be entitled to the extension of time for delivery of possession of the plot for residential usage.	
4.	1070/2025 Purnima Joon v. JBG Buildcon Pvt. Ltd.,	Plot No.49 admeasuring 117.04 sq ft. in Project Namley "AMI GRENS", Sector -3A, Sarai, Aurangabad, Bahadurgarh	10.06.2019	04.07.2024	Basic Sales Price-₹18,05,600/- Paid Amount-₹25,25,600/-	The company shall make all efforts to complete the development and handover of possession of the said plot within 18 months plus 6 months grace period from date of signing of this agreement subject to Force Majeure, Court orders, Government Policy, Guidelines, decisions, affecting regular development of the AMIGreens, Bahadurgarh project. If, the completion of the said project is delayed due to above conditions , then the Allotee agrees that company shall be entitled to the extension of time for delivery of possession of the plot for residential usage.	Not offered



5.	1071/2025 Purnima Joon v. JBG Buildcon Pvt. Ltd.,	Plot No.5 admeasuring 117.04 sq ft. in Project Namley "AMI GREENS", Sector -3A, Sarai, Aurangabad , Bahadurgar h	10.06.2019	04.07.2024	Basic Sales Price-₹18,05,600/- Paid Amount- ₹25,25,600/-	The company shall make all efforts to complete the development and handover of possession of the said plot within 18 months plus 6 months grace period from date of signing of this agreement subject to Force Majeure, Court orders, Government Policy, Guidelines, decisions, affecting regular development of the AMIGreens, Bahadurgarh project. If, the completion of the said project is delayed due to above conditions, then the Allottee agrees that company shall be entitled to the extension of time for delivery of possession of the plot for residential usage.	Not offered
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B. FACTS OF THE LEAD COMPLAINT NO. 1067 OF 2025 AS STATED IN THE COMPLAINT

4. That the complainant had booked a plot admeasuring 117.04 square meters of carpet area in the project titled 'AMI GREENS' (hereinafter referred to as the "Project"), located at Sector-3A, Bahadurgarh, for a total sale consideration of ₹18,05,600/- (Rupees Eighteen Lakhs Five Thousand Six Hundred only), inclusive of all applicable charges. The said allotment was made upon payment



of ₹2,00,000/- (Rupees Two Lakhs only) towards the booking amount, vide Cheque No. 000009 dated 17.12.2018, for which a receipt was duly issued by the respondent on the same date.

5. That following a prior booking, the respondent issued an allotment letter dated 17.12.2018 to the complainant for Plot No. 1 in the project 'AMI GREENS', measuring 117.04 sq. meters of carpet area, for a total sale consideration of ₹18,05,600/-. The complainant has paid the entire sale consideration in accordance with the demands raised by the respondent. While the respondent failed to provide all payment receipts, the complainant has annexed bank account statements reflecting these complete payments as Annexure P-2.

6. That an agreement for sale was executed between the parties on 10.06.2019. Subsequently, a registered conveyance deed was executed in favor of the complainant on 14.06.2019. Under the terms of the agreement (specifically 'Schedule B' and 'Schedule E'), the respondent was contractually obligated to develop the site and hand over actual, lawful possession within 18 months plus a 6-month grace period, making the final due date for possession on 10.06.2021.

7. That the respondent failed to meet the construction milestones. The Directorate of Town and Country Planning (DTCP), Haryana, issued the completion certificate for the project only on 04.07.2024, resulting in an initial

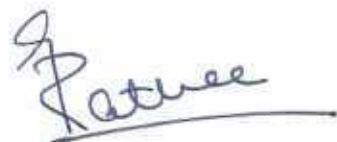


delay of over three years. Furthermore, despite receiving full payment, the respondent has persistently failed to issue the requisite No Objection Certificate (NOC) to the complainant. Because the NOC is a mandatory prerequisite for the complainant to commence construction or effect any transfer/sale of the plot, lawful and effective possession remains undelivered, causing a total delay of approximately four (4) years and one (1) month from the agreed date of 10.06.2021.

8. That despite the delay being solely attributable to the respondent, the respondent issued a demand letter dated 11.02.2025 (reiterated via a reminder on 12.05.2025) raising an arbitrary and unjustified claim of ₹2,77,740.79/- towards alleged outstanding delayed-payment interest. The respondent has used this untenable demand to unlawfully withhold the NOC and has further threatened coercive legal action, including the cancellation of the duly executed agreement for sale and registered conveyance deed.

9. That the complainant submits that the respondent's actions cause severe financial hardship, mental anguish, and directly violate the Real Estate (Regulation and Development) Act, 2016 (RERA):

I. By withholding the NOC and threatening to cancel executed documents, the respondent is creating unlawful hindrances and obstructions to the complainant's proprietary rights and title.



II. Having executed a registered Conveyance Deed and received full consideration, the respondent has no legal right to unilaterally revoke or withhold the essential rights and titles associated with the property.

III. Due to the inordinate delay in handing over lawful possession, the complainant, having chosen not to withdraw from the project, is legally entitled to monthly interest from the promised possession date (10.06.2021) until the date actual and lawful possession is completed via the issuance of the NOC.

C. RELIEF SOUGHT

10. That complainant seeks following relief and directions to the respondents:-

- i. Direct the respondent to quash & set aside the wrongfully levied interest amount of ₹2,77,740.79/-, which has been arbitrarily and unlawfully demanded, despite the complainant adherence to the agreed payment schedule and the delay in possession being solely attributable to the respondent.
- ii. Restrain the respondent from initiating any coercive action, including but not limited to cancellation of the agreement for sale and/or the conveyance deed, in respect of the subject plot;



thereby protecting the complainant lawful rights and interests therein;

iii. Direct the respondent to issue the No Objection Certificate (NOC) forthwith, thereby enabling the complainant to exercise his lawful rights with respect to the subject property without any hindrance.

iv. Direct the respondent to pay delay possession charges to the complainant under Section 18 of the RERA Act, 2016, as per the terms of the Agreement for Sale and applicable legal provisions.

v. Protect the complainant's ownership and legal rights over the subject plot, post-possession and execution of the conveyance deed, and restrain the respondent from taking any action that may adversely affect or interfere with such rights in violation of Sections 11(4)(h) and 17 of the RERA Act;

vi. Award compensation of ₹10,00,000/- to the complainant for mental harassment, agony, and financial hardship suffered on account of the respondent's unlawful refusal to issue the NOC.

vii. Award litigation charges amounting to ₹5,00,000/- incurred by the complainant in pursuing the present complaint.



viii. Award damages of ₹10,00,000/- against the respondent for its persistent non-compliance with statutory obligations, deliberate delay in possession, unlawful demands, and malicious prosecution of the complainant.

ix. Pass such other order(s) or direction(s) as this Hon'ble Authority may deem just, fit and proper in the facts and circumstances of the present case, in the interest of justice, equity, and good conscience.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

The respondent seeks liberty to file a joint reply in the Complaint no.RERA-PKL-1067-2025 (Plot no. 1), RERA-PKL-1068-2025 (Plot no. 2) RERA-PKL-1069-2025 (Plot no. 3) RERA-PKL-1070-2025 (Plot no.4) RERA-PKL-1071-2025 (Plot no. 5) as the matter pertains to the same complainant and respondent only variation is of the Plot Numbers in the project of the respondent. The Respondent, through its Authorised Signatory Bijender Singh Lather, respectfully submits this reply and most humbly states as under:

PRELIMINARY OBJECTIONS/SUBMISSIONS: -

11. That the present complaint is not maintainable as the registered conveyance deed already stands executed in favour of the complainant. After execution and



registration of the sale/conveyance deed, the relationship between the parties ceases to be that of promoter and allottee and becomes that of vendor and purchaser. Any dispute thereafter is contractual/civil in nature and beyond the adjudicatory scope of this Hon'ble Authority. The complainant itself admits execution of the conveyance deed on various dates of plots.

12. That the complainant has not approached this Hon'ble Authority with clean hands as there is suppression of material facts. The complainant has deliberately concealed the delays and defaults in making payments as per the agreed schedule. The contractual clause permitting levy of delayed payment interest. That NOC was contractually conditional upon clearance of all outstanding dues. The complaint misleadingly portrays the respondent's legitimate contractual demand as "illegal".

13. That issuance of a No Objection Certificate (NOC) in a plotted development is not a statutory obligation under RERA, but a matter governed by contractual terms and internal compliance requirements.

14. That the complaint is premature and misconceived. Possession and title have already been transferred through a registered deed. No continuing cause of action survives under Sections 14, 17 or 18 of the Act once conveyance is completed.



15. That the complainant seeks interest/compensation alleging "delay in possession", despite the fact that the completion certificate for the project was obtained from DTCP, Haryana by the respondent, conveyance deed has been executed. The complainant is in legal ownership. Thus, the essential ingredient of "failure to hand over possession" does not exist.

16. That the demand raised by the respondent is in the compliance of clause 5 of the conveyance deed whereby the purchaser (complainant herein) agreed to pay the maintenance, upkeep, repairs, lightening, security etc. of the said colony including common areas, landscaping and common laws, water bodies of the said colony will be organised by the promoter/vendor or its nominated agency. The said clause is mentioned in the conveyance deed to which the complainant agreed to adhere.

17. That the respondent has issued a letter dated 12.02.2025 to pay the outstanding dues of Rs.30,37,226/- and the complainant never replied to the letter issued by the respondent. Another reminder dated 12.05.2025 was issued to the complainant again no reply was sent by the complainant. True copies of the letters dated 12.02.2025 and 12.05.2025 are annexed herewith as annexure P-7 with the complaint. Another demand letters were also issued to the complainant on 01.10.2025 regarding the payment of outstanding dues. A copy of reminders sent for payment are annexed herewith as annexure P-2

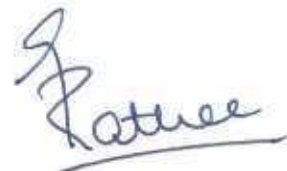


18. That the complaint is an attempt to use this Authority as a debt-avoidance forum, which is impermissible in law. However, the complainant himself purchased these plots for speculative purposes, he does not fall under the definition of allottee as he has not purchased these plots for residential purposes.

E. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANTS AND RESPONDENTS

19. Learned counsel for the complainant argued that the subject plot was allotted to the complainant on 17.12.2018 under a construction-linked payment plan, followed by the execution of an agreement for sale on 10.01.2019 and conveyance deed dated 14.06.2019. Pursuant to Schedule 'E' of the said agreement, the deemed date for handing over possession was 10.06.2021. However, the respondent has failed to deliver lawful possession till date and has unlawfully withheld the No Objection Certificate(NOC). He further argued that the respondent is raising illegal and unsubstantiated financial demands against the complainant.

In rebuttal, ld. Counsel for the respondent argued that agreement for sale dated 10.06.2019 stood culminated into a registered conveyance deed dated 14.06.2019. He further argued that completion certificate for the project was obtained on 04.07.2024 and the respondent is entitled to recover maintenance charges in terms of contractual stipulations.



F. ISSUES FOR ADJUDICATION

20. Whether the complainant is entitled for interest accrued on account of delay in handing over of possession in terms of Section 18 of Act of 2016?
21. Whether the demands raised by the respondent of ₹2,77,740/- and consequent withholding of No objection Certificate (NOC) on account of non-payment thereof are legal and sustainable?

G. FINDINGS ON THE PRELIMINARY OBJECTIONS RAISED BY THE RESPONDENT

G.1 Objection with regard to maintainability of complaint on execution of conveyance deed

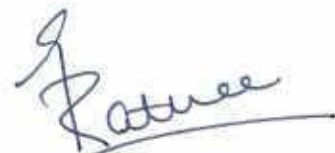
The respondent has raised a preliminary objection regarding the maintainability of the present complaints as registered conveyance deeds already stand executed in favour of the complainant and the relationship between the parties ceases to that of promoter and allottee and become that of purchaser and vendor and dispute being civil/ contractual in nature beyond the adjudicatory scope of this Authority. Mere execution of conveyance deed does not extinguish the statutory obligations cast upon a promoter under Real Estate(Regulation and Development Act,2016, nor does it deprives an allottee of the remedies under the Act for violations committed prior to or at the time



of execution of conveyance deed. The claim raise in the present complaint pertains to delay in handing over lawful possession and the other violations under the act which squarely falls within the jurisdiction of this Authority. Therefore, the execution of the conveyance deed cannot be construed as bar to the maintainability of the complaint.

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

22. Authority has gone through the rival contentions and considered the material available on record. The complainant was allotted Plot No. 1, admeasuring 117.04 square metres in the project namely "AMI Greens", Sector-3A, Bahadurgarh, District Jhajjar, Haryana vide allotment letter dated 17.12.2018. Subsequently, an agreement for sale was executed between the parties on 10.06.2019, followed by execution of a registered conveyance deed dated 14.06.2019. As per Schedule 'E' of the agreement for sale, the respondent undertook to complete the development works and hand over possession of the subject plot within a period of 18 months along with a grace period of 6 months from date of signing of this agreement subject to force majeure, court orders, Government Policy, Guidelines decisions, affecting the regular development of project. It is further a matter of record that the completion certificate in respect of the project was granted by the Directorate of Town and Country Planning, Haryana only on 04.07.2024. The grievance of the complainant is that despite grant of the Completion Certificate, the



respondent has failed to issue the requisite No Objection Certificate and, therefore, lawful and effective possession of the plot cannot be said to have been handed over. On the other hand, the respondent has alleged that possession and title stood delivered upon execution of the conveyance deed dated 14.06.2019 and that no claim for delayed possession survives thereafter.

23. Before proceeding to adjudicate the controversy, the Authority deems it appropriate to determine the due date for handing over possession. As per Schedule 'E' of the agreement for sale, the respondent was required to hand over possession within a period of 18 months plus with a grace period of 6 months from the date of execution of the agreement subject to force majeure, court orders, government policy, guidelines decisions, affecting the regular development of project. Accordingly, on computing of 18 months plus 6 months from date of execution of agreement of sale dated 10.06.2019 due date for handing over the possession comes to 10.06.2021 and the respondent liability for the payment of delayed interest shall commence from 10.06.2021.

24. The principal issue which arises for consideration is whether the execution of the conveyance deed dated 14.06.2019 can by itself be treated as a valid and lawful handing over of possession notwithstanding the admitted fact that the completion certificate for the project was obtained only on 04.07.2024. In the considered opinion of the Authority, a conveyance deed primarily operates to transfer title, ownership rights and interest in an immovable property from the



promoter to the allottee. Mere transfer of title, however, cannot automatically be equated with lawful delivery of possession where the project itself had not obtained the requisite completion approval from the competent authority. The statutory obligation of a promoter under the Act extends beyond execution of title documents and includes completion of the project in accordance with sanctioned plans and obtaining all necessary approvals before handing over possession. Because the allottee entered into a contract to purchase a fully developed plot rather than an unimproved tract of land the transfer is legally illusory ("a mere paper transfer") if the allottee is denied the ability to utilize the property due to the respondent's failure to obtain required statutory approvals.

25. In this regard, reference may be made to Section 11(4)(a) of the Act, which makes the promoter responsible for all obligations, responsibilities and functions under the Act and the agreement for sale. The proviso thereto further recognises that certain liabilities of the promoter continue even after execution of conveyance deeds. Similarly, Section 14(3) contemplates continuing obligations of the promoter even after possession is handed over. These provisions demonstrate that execution of a conveyance deed does not extinguish liabilities which had already accrued against the promoter on account of non-fulfilment of contractual or statutory obligations.

The relevant sections are reproduced hereunder:



"11. 'Functions and duties of promoter

(1) XXX

(2) XXX

(3) XXX

(4) The promoter shall—

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

(b) XXX

(c) XXX

(d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees"

"14. Adherence to sanctioned plans and project specifications by the promoter—

(1) XXX

(2) XXX

(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects

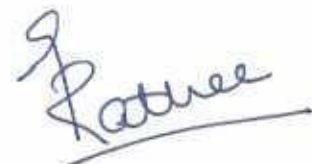


within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act....." (emphasis supplied)

The aforesaid principle stands reinforced by the judgment of the Hon'ble NCDRC in Vivek Maheshwari vs. Emaar MGF Land Ltd. (Consumer Case No.1039 of 2016 decided on 26.04.2019), wherein it was held that execution of a sale deed or taking over possession does not deprive an allottee of the right to seek compensation for delay in delivery of possession.

" 7. It would thus be seen that the complainants while taking possession in terms of the above referred printed hand over letter of the OP, can, at best, be said to have discharged the OP of its liabilities and obligations as enumerated in the agreement. However, this hand over letter, in my opinion, does not come in the way of the complainants seeking compensation from this Commission under Section 14(1)(d) of the Consumer Protection Act for the delay in delivery of possession. The said delay amounting to a deficiency in the services offered by the OP to the complainants. The right to seek compensation for the deficiency in the service was never given up by the complainants. Moreover, the Consumer Complaint was also pending before this Commission at the time the unit was handed over to the complainants. Therefore, the complainants, in my view, cannot be said to have relinquished their legal right to claim compensation from the OP merely because the basis of the unit has been taken by them in terms of printed hand over letter and the Sale Deed has also been got executed by them in their favour.

8.The relationship of consumer and service provider does not come to an end on execution of the Sale Deed in favour of the complainants."



26. Similar view has been taken by the Hon'ble Haryana Real Estate Appellate Tribunal in Manju Arya vs. M/s TDI Infrastructure Pvt. Ltd. (Appeal Nos.272, 273 and 274 of 2019 decided on 19.01.2021), wherein it was held that the statutory right to claim compensation for delay accrues the moment delay occurs and cannot be defeated by subsequent execution and registration of a conveyance deed. Relevant part of the order is reproduced below:

"18. As far as appeal no.273 of 2019 is concerned, no doubt, the conveyance-deed was already executed and registered on the date of filing the complaint no.718 of 2018. But, in our view the execution and registration of the conveyance-deed will not absolve of the promoter of the liability which had accrued before the execution and 9 Appeal No.272,273 & 274 of 2019 registration of the conveyance-deed. The moment the delay has occurred in the delivery of possession, the statutory right to claim the compensation had occurred to the appellant which cannot be subsequently extinguished with the execution and registration of the conveyance-deed.

19. The learned Adjudicating Officer has referred to Section 11 sub section 4 (a) of the Act to dislodge the claim of the appellants which reads as under: -

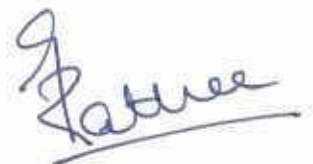
"11. Functions and duties of promoter. — (4) The promoter shall— (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the



case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be: Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed."

20. As per the aforesaid provision of law, the promoter shall be responsible for all the obligations, responsibilities and functions under the provisions of the Act or the rules and 10 Appeal No.272,273 & 274 of 2019 regulations made thereunder or to the allottees as per the agreement for sale till the conveyance of all the apartments, plots or buildings, as the case may be. This provision does not say that the cause of action which had already accrued to the allottee against the promoter due to non-fulfilment of the obligations as per the agreement for sale shall stand extinguished with the execution of the conveyance-deed. Whatever statutory rights had accrued to the allottee prior to the conveyance-deed, cannot be defeated with the subsequent execution and registration of the conveyance-deed.

The Hon'ble Apex Court in case Wg. Cdr. Arifur Rahman Khan and Ors. Vs. DLF Southern Homes Pvt. Ltd. and Ors. 2020(3) RCR (Civil) 544 has laid down as under: -



"The developer in the present case has undertaken to provide a service in the nature of developing residential flats with certain amenities and remains amenable to the jurisdiction of the Consumer Fora. Consequently, we are unable to subscribe to the view of the NCDRC that flat purchasers who obtained possession or executed Deeds of Conveyance have lost their right to make a claim for compensation for the delayed handing over of the flats. Thus, the Hon'ble Apex Court has categorically laid down that the purchasers will not lose their right to claim 11 Appeal No.272,273 & 274 of 2019 compensation for the delayed handing over of the unit on the ground that the possession has been delivered and deed of conveyance has been executed. This authority is squarely applicable to the controversy in hand. Even though this judgment has been rendered by the Hon'ble Apex Court under the Consumer Protection Act, 1986 but the principle of law laid down by the Hon'ble Apex Court in the aforesaid judgment will also be applicable to the cases under the Act. Thus, we are of the considered opinion that mere execution of the conveyance-deed by the respondent/promoter qua plot no.663, Block no.L, TDI City at Kundli, Sonipat, Haryana (Complaint No.718/2018, Appeal No.273/2019) will not extinguish the right of the appellant/allottee to claim the compensation which had already accrued to her much before the execution of the conveyance-deed."

27. The foundational principle that execution of title documents does not absolve a promoter of accrued liabilities finds ultimate anchoring and further reinforcement in the landmark judgment of the Hon'ble Supreme Court in



Samruddhi Co-operative Housing Society Ltd. v. Mumbai Mahalaxmi Construction Pvt. Ltd. (2022) 4 SCC 103.

“In that matter, the Apex Court was confronted with a matching defense where the promoter contended that because physical possession had been handed over to the allottees, the subsequent liabilities and consequences arising out of the project's lack of statutory clearances could not be pinned upon the promoter. Rejecting this contention, the Hon'ble Supreme Court held that the failure of a developer to secure a regular occupancy or completion certificate from the competent authorities constitutes a distinct, ongoing 'deficiency in service' and is a classic textbook illustration of a 'continuing wrong'. The Court underscored that a promoter's obligation under the law is to transfer not just bare physical custody or raw title, but lawful and contractually compliant possession accompanied by all requisite statutory approvals.”

28. Authority observes that although the conveyance deed was executed on 14.06.2019, the project admittedly obtained its completion certificate only on 04.07.2024. The respondent has not produced any material to establish that the project had attained completion or that the requisite statutory approvals were available prior to the said date.

Significantly, the respondent itself continued to raise financial demands under the heads of possession holding charges, maintenance charges, and other allied charges long after 2019. The very levy of “possession holding charges”



indicates that possession was not treated by the respondent as having been effectively taken over and enjoyed by the allottee. Had lawful and effective possession been delivered in the year 2019 itself, the occasion to levy possession holding charges for a subsequent period would not ordinarily arise. The respondent cannot be permitted to blow hot and cold by claiming possession was complete in 2019 while penalizing the allottee for holding that same possession thereafter.

29. In view of the foregoing discussion, and applying the binding principles laid down by the Hon'ble Supreme Court in **Samruddhi Co-operative Housing Society Ltd. (supra)**, the Authority is of the considered opinion that, in the peculiar facts and circumstances of the present case, a valid and lawful possession cannot be deemed to have been delivered merely on account of the execution of the conveyance deed dated 14.06.2019. Because the project lacked a statutory Completion Certificate, the execution of the title document was a legally hollow exercise that did not stop the clock on the promoter's obligations. Instead, the absence of this vital statutory approval constituted a 'continuing wrong' that persisted unabated for years.

As the project lacked the requisite completion certificate, the execution of conveyance deed did not constitute lawful delivery of possession under the Act. The absence of completion certificate constituted a continuing default on part of respondent, which continued till the project obtained completion



certificate on 04.07.2024. Even thereafter, there is nothing on record to establish that lawful and actual possession was offered and handed over to the complainants in accordance with law. Since the contractual timeline for handing over possession expired much prior thereto, the respondent is held liable for delay in handing over possession from the due date of 10.06.2021 till the date of actual handing over of lawful possession to the complainant after obtaining occupation certificate from the competent Authority.

30. The term 'interest' is defined under Section 2(za) of the Act which is as under:

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

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

A handwritten signature in blue ink, appearing to read 'J. Kumar', with a horizontal line underneath.

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: “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 (NCLR) 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”

31. As per the website of the State Bank of India (<https://sbi.co.in>), the highest Marginal Cost of Lending Rate (MCLR) as on 07.07.2026 is 8.80%. Accordingly, in terms of HRERA rules, the prescribed rate of interest for the refund shall be $MCLR + 2\% = 10.80\%$ per annum. Accordingly, the interest shall be calculated and awarded at this statutory rate.

32. Authority has got calculated the total amounts along with interest and monthly interest as per detail given in the table below:



Sr. N o.	Complaint No.	Total Paid Amount ₹	Date of payments	Due date of Possession or date of payment whichever is later	Delay interest @ 10.80% till 07.07.2026	Monthly Interest
1	1067/2025	₹2,00,000	17.12.2018	10.06.2021	₹1,09,716	₹22,419/-
		₹4,14,460	21.06.2019	10.06.2021	₹2,27,365	
		₹11,41,140	22.02.2021	10.06.2021	₹6,26,008	
		₹50,000	22.02.2021	10.06.2021	₹27,429	
		₹7,20,000	31.03.2025	31.03.2025	₹98,851	
TOTAL = ₹10,89,369/-(Delay Interest) ₹22,419/- (Monthly Interest)						
2.	1068/2025	₹2,00,000	17.12.2018	10.06.2021	₹1,09,716	₹22,419/-
		₹4,14,460	21.06.2019	10.06.2021	₹2,27,365	
		₹11,41,140	22.02.2021	10.06.2021	₹6,26,008	
		₹50,000	22.02.2021	10.06.2021	₹27,429	
		₹5,61,950	31.03.2025	31.03.2025	₹77,152	
		₹1,58,050	31.03.2025	31.03.2025	₹21,699	
Total = ₹10,89,369/-(Delay Interest) ₹22,419/- (Monthly Interest)						
3.	1069/2025	₹2,00,000	17.12.2018	10.06.2021	₹1,09,716	₹22,419/-
		₹4,14,460	21.06.2019	10.06.2021	₹2,27,365	
		₹11,41,140	22.02.2021	10.06.2021	₹6,26,008	
		₹50,000	22.02.2021	10.06.2021	₹27,429	
		₹7,20,000	31.03.2025	31.03.2025	₹99,851	
TOTAL = ₹10,89,369/-(Delay Interest) ₹22,419/- (Monthly Interest)						



4.	1070/2025	₹2,00,000	17.12.2018	10.06.2021	₹1,09,716	₹22,419/-
		₹4,14,460	21.06.2019	10.06.2021	₹2,27,365	
		₹11,41,140	22.02.2021	10.06.2021	₹6,26,008	
		₹50,000	22.02.2021	10.06.2021	₹27,429	
		₹4,03,900	31.03.2025	31.03.2025	₹55,453	
		₹3,16,100	31.03.2025	31.03.2025	₹43,398	
	TOTAL = ₹10,89,369/-(Delay Interest) ₹22,419/- (Monthly Interest)					
5.	1071/2025	₹2,00,000	17.12.2018	10.06.2021	₹1,09,716	₹22,419/-
		₹4,14,460	21.06.2019	10.06.2021	₹2,27,365	
		₹11,41,140	18.09.2024	18.09.2024	₹2,22,175	
		₹50,000	18.09.2024	18.09.2024	₹9,735	
		₹7,20,000	31.03.2025	31.03.2025	₹98,851	
	TOTAL = ₹6,67,842/-(Delay Interest) ₹22,419/- (Monthly Interest)					

33. Complainant in its complaint has also alleged that respondent raised illegal demands of ₹2,77,740.79/- vide letter 11.02.2025 on account of delayed payment and on non payment of such illegal amount respondent has withheld issuance of No Objection Certificate in favour of complainant. On perusal of letter dated 11.02.2025 it is observed that respondent has admitted that "there remains an outstanding amount of ₹0.00" and accrued interest on delayed payment amounting to ₹2,77,740.79/-. However, statement of account does not provide for which period the payments were delayed and at what rate of



interest the interest has been charged. Furthermore, no document reminder letter etc. that could show/prove delay in payments have been placed on record by the respondent. In the absence of any justification of time of delay and rate of interest, such demands were bad in law. Furthermore, respondent along with its reply has annexed a statement of account dated 06.02.2026 for an outstanding amount of ₹4,65,432/- on account of interest, miscellaneous charges and possession holding charges. The respondent has justified the aforesaid demands by placing reliance upon Clause 5 of the conveyance deed, wherein the purchaser (complainant herein) agreed to pay charges for maintenance, upkeep, repairs, lighting, security, and other allied services. On perusal of this statement of Account dated 06.02.2026:-

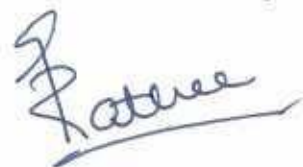
- i. Authority observes that out of demands of ₹4,65,432/- demands of ₹2,77,740.79/- on account of interest delayed payments has already been held bad in law in preceding para.
- ii. With regard to possession holding charges, no valid offer of possession has been made till date, therefore the respondent is not entitled to charge possession holding charges.
- iii. As far as miscellaneous charges are concerned, as per footnotes at statement of account dated 06.02.2026, respondent has charged for maintenance charges (damages and misc) @ 2.045 (per month included



interest), external development charges i.e ₹1,46,000/-, mitti filling charges. Authority observes maintenance charges become payable by the complainant on valid offer of possession. Since, no valid offer of possession has been made till date, the same was not due and complainant was not liable to pay the same. With regard to external development charges of ₹1,46,000/- are payable by the complainant as per terms of agreement for sale. With regard to mitti filling charges are concerned, the subject property is residential plot forming part of licensed plotted colony, and it is statutory and contractual obligation of the respondent to develop and level the plot in accordance with sanctioned layout and approved specifications. A promoter cannot over an uneven, rugged plot to the complainant. Consequently, complainant is not liable to pay demand toward mitti filing.

34. In complaints no. 1068/ 2025,1069 of 2025, 1070 of 2025, 1071 of 2025, the respondent has raised similar demands under similar heads of interest , possession holding charges and miscellaneous charges. Since the issues involved are identical, the finding recorded in paragraph 33 shall apply *mutatis mutandis*.

35. The complainants are seeking ₹10 lakh towards mental harassment, agony and financial hardship and ₹50 thousand towards litigation charges and ₹10 lakh towards damages. It is observed that the Hon'ble Supreme



Court of India in Civil Appeal Nos. 6745-6749 of 2021, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra), has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

36. Vide order dated 28.04.2026, respondent was directed to deposit of cost of ₹5,000/- per captioned complaint to the Authority . However, it was noted that respondent has only paid cost only in complaint no. 1072 of 2025. Authority observes that respondent have failed to comply with order dated 28.04.2026. Accordingly, respondent is directed to deposit cost of ₹5,000/- per captioned complaint payable to the Authority.



I. DIRECTIONS OF THE AUTHORITY

37. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the RERA Act of 2016 to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) As the respondent has received completion certificate on 04.07.2024, it is directed to make a legally valid offer of possession to complainant within 15 days of this order.

(ii.) Respondent is directed to pay the complainant upfront amount as provided in table in para 32 of this order. Respondent's liability for paying monthly interest as shown in above table will commence w.e.f. 08.07.2026 and it shall be paid on monthly basis till legally valid offer of possession is made to complainant. A period of 90 days is given to the respondent to comply with the directions given in this para as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

(iii) Complainant shall remain liable to pay amounts due at the time of possession as mentioned in para 33. Respondent shall not charge anything that is not part of agreement for sale.



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



DR. GEETA RATHEE SINGH
[MEMBER]

