HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**750 of 2025**
Date of filing:	**20.05.2025**
First date of hearing:	**07.07.2025**
Date of decision:	**02.11.2026**

Unisys Infosolutions Pvt. Ltd.
Through Mr. Ashish Sharma
S/o Sh. K.G. Sharma General Manager and,
Authorised representative of Unisys Infosolutions Pvt. Ltd.
having its rehistered office at 1089,
NHBC, Sector-13, Urban Estate,
Karnal, Haryana-132001 .....COMPLAINANT

Versus

1. Uttirna Infraprojects Private Limited

Through its managing director Sh. Vijay Kumar Aggarwal,
Registered office at Ground Floor. C-13. Sushant Lok. Phase-I Block-C. Gurugram- 12200

2. Department of Town and Country Haryana

Registered office at Plot No. 3. Sector 18-A Chandigarh

3. Haryana State Pollution Control Board Rohtak

Registered office at Road. Near Indian Bank M.I.F. Part A Bahadurgarh Ilaryana-124.S07

.....RESPONDENTS

Present: - Adv. Navraj Singh, counsel for the complainant.

Adv. Tanya, counsel for the respondent through VC.

ORDER (NADIM AKHTAR –MEMBER)

1. Present complaint has been filed by the complainants on 20.05.2025 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 RERA, Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name and location of the project	"M3M CITY OF DREAMS II, SECTOR-36-39, DISTRICT PANIPAT, HARYANA.

2.	RERA registered/not registered	Registered vide no. HRERA-PKL-PNP-523-2023.
3.	Unit No.	MA-06
4.	Plot area	300 sq. mtr.
5.	Date of execution of Builder Buyer Agreement	05.04.2024
6.	Deemed date of possession	Year 2031, *7.1 Schedule for Possession of the said Residential Plot:* *(ii) The developer proposes to hand over possession of the residential Plot on or before 30.09.2031 or such extended time as per the Act/Rules for residential usage as agreed terms and conditions unless there side lay due to "Force Majeure Event", affecting the regular development of the Project. If, the development of the Project is delayed due to the above conditions, then the allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the residential Plot."*
7.	Total Sale price (as per FBA)	₹3,01,91,179/-
8.	Amount paid by the complainants	₹1,15,12,113/-
9.	Offer of possession	20.12.2024
10.	Cancellation Notice	05.05.2025

11.	Third party rights created on the unit	07.07.2025 in favour of Mr. Samir Sahni

B. FACTS OF THE COMPLAINT

3. That complainant had booked a plot in the project namely "M3M City of Dreams-II", being developed by Respondent No. 1 at Village Kabri and Village Taraf Insar, Sector 36–39, Panipat, Haryana. The said project is registered with the Authority vide Registration No. HRERA-PKL-PNP-523-2023. The complainant submits that an allotment letter dated 21.02.2024 was issued by Respondent No. 1 in its favour, allotting Plot No. MA-06, measuring 300 square metres, equivalent to 358.80 square yards. A copy of the allotment letter is annexed with the complaint as Annexure C-1.

4. That the total sale consideration of the allotted plot was agreed at ₹3,01,91,179/-. A Builder-Buyer Agreement (BBA) was executed between the parties on 05.04.2024. As per the complainant, in accordance with the payment schedule contained in Schedule III of the BBA, it had paid a sum of ₹90,12,113/-, constituting approximately 29.85% of the total sale consideration. The complainant accordingly claims to have complied with the agreed payment terms. A copy of the BBA has been placed on record as Annexure C-2.

5. That despite its asserted compliance with the agreed payment schedule, respondent No. 1 issued a pre-cancellation notice dated 18.12.2024, alleging

non-payment of outstanding dues. The complainant contends that the said notice was contrary to the payment terms agreed between the parties. It is further stated that within two days of issuing the pre-cancellation notice, respondent No. 1 issued an offer of possession dated 20.12.2024, calling upon the complainant to pay the balance amount before taking possession of the plot. The said offer of possession is annexed as Annexure C-3, whereas the pre-cancellation notice dated 18.12.2024 is annexed as Annexure C-4.

6. That the issuance of a pre-cancellation notice followed by an offer of possession within such a short interval was contradictory and arbitrary. Upon receipt of the aforesaid communications, complainant repeatedly contacted respondent No. 1 and requested copies of the Completion Certificate and Occupation Certificate, as respondent No. 1 had represented that the project was complete and possession was being offered. However, instead of furnishing the requested certificates, respondent No. 1 allegedly issued further letters dated 18.02.2025 and 31.03.2025, threatening cancellation of the allotment on account of alleged non-payment of ₹2,18,51,571.65/-. Copies of the said letters have been annexed as Annexures C-5 and C-6, respectively. Thereafter, respondent No. 1 sent another reminder by email dated 19.04.2025, which has been placed on record as Annexure C-7.

7. In response to the aforesaid reminder, the complainant, through an email dated 30.04.2025, again requested respondent No. 1 to provide a copy of the Completion Certificate. A copy of the complainant's email has been annexed as Annexure C-8. The complainant states that respondent No. 1 replied to the said email on 30.04.2025, asserting that the services at the project site were in place for handing over possession, the roads were motorable, and the Sewage Treatment Works (STW) and Water Treatment Plant (WTP), along with other amenities, were operational. A copy of the reply email issued by Respondent No. 1 has been annexed as Annexure C-9.

8. That despite the aforesaid response, respondent No. 1 did not furnish the requested Completion Certificate. Accordingly, through a further email dated 01.05.2025, the complainant reiterated its request for the requisite certificate and referred to Sections 11(4)(a) and 11(4)(b) and Section 17 of the Act. The complainant also sought a period of 30 days for resolution of the dispute in terms of Clause 35 of the BBA. A copy of the said email has been annexed as Annexure C-10. The complainant asserts that instead of addressing its concerns, Respondent No. 1 issued an email dated 06.05.2025, intimating cancellation of the allotment and enclosing a cancellation notice stated to be dated 03.05.2025. A copy of the email has been annexed as Annexure C-11, while the cancellation letter has been annexed as Annexure C-12. The

complainant points out that although the email refers to the cancellation notice dated 03.05.2025, the cancellation letter records the cancellation as having taken place on 05.05.2025.

9. That respondent No. 1, through an email dated 07.05.2025, responded to the complainant's earlier correspondence by asserting that neither the BBA contained a specific clause requiring possession to be handed over only after obtaining the Completion Certificate nor had any such condition been imposed by the Authority at the time of registration of the project. Respondent No. 1 also relied upon Clause 7.2(A) of the model agreement under the Rules to contend that the complainant remained liable to pay the demanded amount. A copy of the said email has been annexed as Annexure C-13. In response, the complainant, through another email dated 07.05.2025, reiterated its reliance upon Sections 11(4)(a) and 11(4)(b) and Section 17 of the Act and again requested Respondent No. 1 to resolve the dispute within the 30-day period contemplated under Clause 35 of the BBA. A copy of the said email has been annexed as Annexure C-14.

10. That under Section 17 of the Act, the promoter is required to fulfil the applicable statutory requirements before handing over possession and that the allottee's obligation under Sections 19(10) and 19(11) is linked to the requisite certificate and the offer of possession in accordance with law. On

this basis, the complainant challenged the legality of the offer of possession dated 20.12.2024, alleging that Respondent No. 1 neither furnished the Completion Certificate nor the Occupation Certificate despite repeated requests. The complainant further alleges that the cancellation of the allotment on 05.05.2025 was effected without properly addressing its requests and objections.

11. That the project was incomplete, the complainant relies upon a quarterly project update published on the official website of the Authority, which allegedly reflected that as on 11.04.2025, the construction status of the project stood at 59.27% of the total project cost. A copy of the said update is annexed as Annexure C-15. The complainant submits that the aforesaid status was inconsistent with the claim of project completion made by Respondent No. 1 while issuing the offer of possession dated 20.12.2024.

12. The complainant has further relied upon photographs and video recordings of the project site to support its allegation that construction and development works remained incomplete. Copies of the photographs have been annexed as Annexure C-16, while a pen drive containing the video recordings has been annexed as Annexure C-17. That it brought the alleged deficiencies, incomplete works and wrongful cancellation of the plot to the notice of

Respondent No. 1 through an email dated 10.05.2025. A copy of the said email has been annexed as Annexure C-18.

13. That the project suffers from violations of the applicable development and building regulations. In this regard, it refers to Rule 16 of the Haryana Development and Regulation of Urban Areas Rules, 1976, and alleges that the development at the site does not conform to the applicable requirements. The complainant also alleges violation of Clause 3.3 of the Haryana Building Code, 2017, concerning the prescribed clearance from high-tension electrical lines. It submits that the sanctioned layout plan, annexed as Annexure C-19, and the layout plan of the project relied upon by the complainant, annexed as Annexure C-20, indicate that certain public buildings and facilities, including a high school, nursery school, taxi stand, dispensary, nursing home, clubhouse and residential plots, are situated within the alleged prohibited clearance zone. The complainant relies upon the photographs and video recordings referred to above in support of these allegations.

14. That Respondent No. 1 has failed to furnish the requisite statutory approvals and No Objection Certificates from the competent authorities, including environmental clearances and the requisite consents from the Haryana State Pollution Control Board, water and sewerage approvals, electricity-related clearances, approval concerning high-tension electrical lines and permission

for groundwater extraction. The non-production of the aforesaid documents raises concerns regarding the completion and lawful handover of the project. That Respondent No. 1 continued to treat the allotment as cancelled, as reflected in its email dated 12.05.2025, a copy of which has been annexed as Annexure C-21.

15. That under Clause 7.3.3 of the BBA, respondent No. 1 could impose holding charges at the rate of ₹100 per square yard of the plot area until the complainant took possession. It further relies upon Clause 24.1 of the BBA, which provides Respondent No. 1 with the option to waive a breach arising from non-payment in accordance with the payment plan. The complainant alleges that Respondent No. 1 resorted to cancellation without considering these alternatives, which it contends would have been less drastic than cancellation of the allotment.

16. The complainant states that in view of the alleged arbitrary cancellation of Plot No. MA-06, the premature offer of possession, the non-furnishing of the requisite certificates and the alleged deficiencies and statutory violations at the project site, it has been constrained to approach the Authority seeking appropriate relief. The project is situated within the territorial jurisdiction of the Authority and that no similar complaint or suit concerning the same cause of action has been filed by it before any other court or authority. Accordingly,

the complainant seeks appropriate directions against respondent No. 1, including relief against the cancellation of the allotment and a declaration that the offer of possession dated 20.12.2024 is null and void.

17. Complainant has also filed an application/written submissions dated 14.05.2025, 23.06.2025, 26.06.2025, 18.07.2025, 21.09.2026, 23.10.2026 in support of his contentions. Authority has duly considered these applications for proper adjudication of the matter.

C. RELIEFS SOUGHT

18. Complainant has sought following reliefs:

    a. Declare the Letter of Possession dated 20.12.2024 Annexure C-3 as null and void, being illegal and pre-mature.

    b. Direct the Respondent No. I to set aside the wrongful, illegal, and arbitrary cancellation of Plot bearing No. MA-06 allotted to the Complainant/ allottee;

    c. Restrain the Respondent No. 1 from creating any third-party rights or interest in the said Plot No. MA- 06 during the pendency of the present complaint;

    d. In the interim direct the respondent no. 1 to maintain status quo in respect of Plot No. MA-06 as it was on 17.12.2024 till the pendency of the present complaint.

e. Direct the Respondent No. 1 to issue a valid offer of possession only upon obtaining and providing to the Complainant/ allottee the requisite Completion Certificate and Occupation Certificate, and to grant the Complainant/ allottee a statutory period of 60 days from such valid offer of possession for clearance of any outstanding dues in accordance with Section 19(1()) of the Act;

f. Direct the Respondent No. 1 to pay interest for the period of delay in offering valid possession of the said plot—calculated from 20.12.2024 (the date of the illegal offer of possession) until the actual date of lawful and valid possession—as per Section 18 of the Real Estate (Regulation and Development) Act, 2016;

g. Declare any interest levied by the Respondent No. 1 on the Complainant/ allottee as illegal and direct thel Respondent No. 1 to waive such interest and further restrain the Respondent from levying any future interest or penalty till such time as the Completion and Occupation Certificates are duly issued and provided to the Complainant/ allottee;

h. Direct the Respondent No. 1 to provide copies of all necessary statutory NOCs from competent authorities, including but not limited to:

- Environmental Clearance (CTE and CTO),
- Haryana Pollution Control Board NOC (CTE and CTO),

- Water and Sewerage Connection NOC,
- Haryana Electricity Board NOC,
- Electricity Transmission Board NOC (particularly in relation to high-tension wires),
- Ground Water Extraction NOC (CTE and CTO), and file an Affidavit Of Compliance confirming the same;

i. Direct the Respondent No. 1 to pay interest on the amount of ₹25000/- which was paid by the Complainant/ allottee over and above the agreed payment schedule, under duress and threat of cancellation, in violation of the Builder Buyer's Agreement and the RERA Act;

j. Direct the respondent no. 1 to upload timely/ stage wise updates of the project on the HRERA website as mandated by law.

k. Direct the respondent no. 1 to further pay litigation charges of ₹ 70,000/- to the complainant/ allottee.

l. Pass such other or further order(s), direction(s), of, relief(s) as this Hon'ble Authority may deem fit and proper in the interest of justice, equity, and fair.

D. REPLY ON BEHALF OF RESPONDENT NO.1

19. That the complainant had approached it after conducting its own due diligence and being satisfied with the particulars of the project, namely,

"M3M City of Dreams-II", situated in the revenue estate of Village Kabri and Village Panipat Taraf Insar, Sector 36–39, Panipat, Haryana. The complainant had submitted an application seeking allotment of a residential plot in the said project. A copy of the application form is annexed with the reply as Annexure R-1. Thereafter, a tentative plot bearing No. MA-06 was allotted to the complainant vide allotment letter dated 21.02.2024, and the complainant had opted for the payment plan annexed thereto. A copy of the allotment letter is annexed as Annexure R-2.

20. That an Agreement for Sale was executed between the parties on 05.04.2024 in respect of Plot No. MA-06, measuring 300 square metres, for a total consideration of ₹3,01,91,179/-, besides other applicable charges. A copy of the Agreement for Sale is annexed as Annexure R-3. The respondent contended that the agreement was executed voluntarily after the complainant had considered and accepted its terms and conditions. In this regard, reliance was placed upon recital M of the agreement, wherein the complainant had acknowledged having exercised its independent judgment and investigation and having satisfied itself regarding the features of the project. The respondent further submitted that the complainant had not challenged the terms of the agreement and was, therefore, bound by the contractual obligations contained therein.

21. That under Clause 2.4 and Clause 5.1 of the Agreement for Sale, the complainant was required to make payments within the prescribed timelines in accordance with the payment plan opted for by it, time being the essence of the transaction. That the payment plan was a time-linked payment plan and not a construction-linked payment plan and consequently, the complainant's liability to pay the instalments was not dependent upon the stage of construction of the project. The respondent further relied upon Clause 7.1(ii) of the agreement, which stipulated the proposed date for handing over possession as 30.09.2031, subject to the agreed terms and permissible extensions, and Clauses 7.2.1 and 7.3.1, which prescribed the procedure for taking possession and the obligations of the allottee in that regard.

22. That despite the agreed payment obligations, the complainant failed to pay the amounts demanded in accordance with the payment plan. It referred to the demand raised on 06.03.2024, the pre-cancellation notice dated 03.04.2024, the pre-cancellation notice dated 18.12.2024, the offer of possession dated 20.12.2024, the reminder dated 27.01.2025, the pre-cancellation notice dated 18.02.2025, the last and final opportunity letter dated 31.03.2025 and the cancellation notice dated 05.05.2025. The respondent stated that the amounts demanded remained unpaid despite the aforesaid communications. Copies of the demands and reminders are collectively annexed as Annexure R-4

(Colly.), the offer of possession dated 20.12.2024 as Annexure R-5, and the reminders issued in respect of the outstanding amount demanded through the offer of possession as Annexure R-6 (Colly.).

23. That owing to the continued default on the part of the complainant, respondent issued a last and final opportunity letter dated 31.03.2025, calling upon the complainant to remit the overdue payments along with applicable interest within seven days, failing which the allotment would be cancelled without any further notice. The said communication clearly apprised the complainant of the consequences of continued non-payment. It reiterated that the payment default was under the time-linked payment plan and was independent of the construction status of the project. A copy of the last and final opportunity letter dated 31.03.2025 is annexed as Annexure R-7.

24. That as the complainant failed to clear the outstanding dues despite repeated demands and the final opportunity granted to it, the allotment was terminated vide cancellation notice dated 05.05.2025, which was communicated to the complainant through email dated 06.05.2025. The respondent maintained that the cancellation was occasioned by the complainant's continued default in fulfilling its contractual obligations. It further stated that, through various email communications, it had informed the complainant about the availability of services at the project site and its liability to clear the outstanding dues in

accordance with the agreement. A copy of the cancellation notice dated 05.05.2025 was annexed as Annexure R-8, while the email correspondence exchanged between the parties was collectively annexed as Annexure R-9 (Colly.).

25. That respondent had refunded a sum of ₹83,77,874/- to the complainant through transaction ID S72737559 dated 07.07.2025. It is stated that the refund was processed in good faith during the settlement discussions between the parties, which allegedly did not materialise on account of the complainant's conduct. The internal process for approval of the refund had commenced before the creation of third-party rights in respect of the plot and before the matter was taken up for hearing and the refund transaction was completed at midnight on 07.07.2025. On this basis, the respondent contended that the reliefs sought by the complainant had become infructuous.

26. With regard to the development and approvals relating to the project, the respondent submitted that it had obtained the zoning plan vide Drawing No. DGTCP 9836 dated 29.11.2023, even prior to the complainant's booking of the plot. It contended that the complainant was aware of the said zoning plan. A copy thereof is annexed as Annexure R-10. The respondent further stated that it had applied for the grant of the Completion Certificate under Rule 16 of the Haryana Development and Regulation of Urban Areas Rules, 1976, vide

letter dated 23.12.2024. It maintained that the application for the Completion Certificate had been submitted even before the subsequent reminders demanding payment of the outstanding dues. A copy of the letter dated 23.12.2024 is annexed as Annexure R-11.

27. That following cancellation of the complainant's allotment, third-party rights had been created in respect of the subject plot in favour of one Mr. Samir Sahni, who had paid a sum of ₹10,00,000/- towards the allotment. It is stated that upon receipt of the booking request and the booking amount, a welcome email containing the allotment details was issued to Mr. Samir Sahni on 01.07.2025. A copy of the said welcome email is annexed as Annexure R-12 in the factual portion of the reply. As the plot had subsequently been booked by a third party, the relief sought by the complainant had become infructuous.

28. The respondent further submitted that no order of status quo was operating against the subject plot when the welcome email was issued to Mr. Samir Sahni on 01.07.2025. The Authority subsequently directed maintenance of status quo in respect of the plot on 07.07.2025. It contended that the subsequent direction had affected the third-party allottee, who had made payment in good faith, and had prevented the respondent from issuing the formal allotment letter in his favour. The respondent claimed that it had no knowledge of any application seeking interim relief at the time of issuing the

welcome email and accordingly prayed that the status quo order dated 07.07.2025 be revoked.

29. By way of preliminary objections, the respondent contended that the complaint was founded on the allegation that the plot was not ready for possession and that the offer of possession had been issued before grant of the Completion Certificate. It is submitted that the complainant had failed to consider the terms of the Agreement for Sale and the applicable provisions governing possession of plots in a plotted colony. The respondent asserted that the offer of possession had been issued in accordance with the agreement and that no specific assurance had ever been given to the complainant that possession would be offered only after obtaining the Completion Certificate.

30. The respondent placed particular reliance upon Clause 7.2.1 of the Agreement for Sale, which, according to it, provided for the issuance of a written notice offering possession and required the allottee to clear the total consideration, outstanding dues, applicable interest and other charges, besides executing the necessary documentation. The respondent contended that the said clause did not expressly prescribe the obtaining of a Completion Certificate as a precondition for issuance of the offer of possession. It is further submitted that the complainant had neither challenged the terms of the agreement nor specifically challenged the possession clause and could not, therefore, seek to

disregard the agreed contractual provisions. On this basis, the respondent sought dismissal of the complaint.

31. The respondent further relied upon Clause 7.2(A) of the Model Agreement prescribed under the Haryana Real Estate (Regulation and Development) Rules, 2017. It is submitted that in the case of a plotted colony, the said provision contemplated the offer of possession upon obtaining the approved demarcation-cum-zoning plan or provision of services by the coloniser/promoter, together with the applicable certification or part-completion certificate, as the case may be. The wording of the provision did not mandate that possession could be offered only after obtaining a Completion Certificate for the entire project. It contended that, since the zoning plan had been obtained on 29.11.2023 and the offer of possession was issued thereafter on 20.12.2024, the offer was consistent with the procedure relied upon by it.

32. The respondent referred to the notification issued by HUDA vide Memo No. CTP HUDA/DTP (N)/12436-83 dated 13.11.2007, which, according to it, contemplated handing over possession of plots with zoning. It also relied upon a clarification issued by the Directorate of Town and Country Planning, Haryana, vide Memo No. Misc.-826(Loose)/2022/3903, concerning the execution of conveyance deeds in respect of plots in residential plotted

colonies after obtaining the licence and approval of the layout plan. A copy of the said DTCP clarification is also described as Annexure R-12 in the preliminary objections. The respondent accordingly maintained that the absence of a Completion Certificate on the date of issuance of the offer of possession did not, by itself, render the offer invalid.

33. The respondent further submitted that the essential services in the project had been completed and were available at the site. It stated that the zoning plan had been obtained vide Drawing No. 9836 dated 29.11.2023 and that the service plan/estimates for the project had subsequently been approved by the Directorate of Town and Country Planning vide Memo No. LC-5003-PA(SK)-2024/10999 dated 28.03.2024. The respondent claimed that the internal roads had been completed, a 450 KW power substation was available for electricity supply and a water connection had been obtained from the concerned department, with the requisite water lines laid at the site. It further stated that the Sewage Treatment Plant (STP) had been developed and was ready for commissioning and that the stormwater connection line had been laid. The respondent explained that certain underground services, including water and sewage lines and the STP, could not be demonstrated through photographs and that approvals relating thereto had been relied upon.

Photographs depicting the site and the availability of services were collectively annexed as Annexure R-13 (Colly.).

34. Regarding the availability of essential services, approximately 150 allottees had taken possession of their respective plots in the project and that approximately 110 of them had also executed conveyance deeds. These circumstances supported its stand that the project was in a condition suitable for occupation and that the offer of possession issued to the complainant was not premature merely because the Completion Certificate had not been issued at that stage.

35. The respondent denied the complainant's allegations concerning the incomplete condition of the project and the photographs and video recordings relied upon in support thereof. It contended that the photographs were neither sufficiently legible nor reliable and did not establish that the subject plot was unfit for possession. The respondent further alleged that the photographs did not depict Plot No. MA-06 itself but related to different portions of the larger colony, stated to comprise approximately 219 acres, without establishing their proximity to the subject plot. It is also submitted that the video recordings had not been served upon it and reserved its right to file additional or amended submissions upon their receipt. The respondent maintained that any

engineer's certificate relied upon by the complainant related to the colony as a whole and did not specifically establish the condition of the plot in question.

36. The respondent accordingly contended that the complainant had failed to substantiate its allegations through cogent material and that the burden of proving the asserted deficiencies and illegality rested upon the complainant. In this regard, it relied upon Section 104 of the Bharatiya Sakshya Adhiniyam, 2023, and the principles concerning the burden of proof under Sections 101 and 103 of the erstwhile Indian Evidence Act, 1872. It cited Rangammal v. Kuppuswamy, Parimal v. Veena @ Bharti and Jetty Naga Lakshmi Parvathi v. Union of India in support of its submission that the party asserting a fact must establish the same before relief can be granted. The respondent therefore sought dismissal of the complaint on the ground that the complainant had failed to establish its entitlement to the reliefs claimed.

37. In conclusion, the respondent maintained that the cancellation of the allotment was necessitated by the complainant's persistent failure to make payments under the time-linked payment plan; that the offer of possession dated 20.12.2024 was issued in accordance with the Agreement for Sale and the provisions relied upon by the respondent; that the essential services were available at the project site; and that the complainant had failed to establish that the subject plot was unfit for possession. The respondent also relied upon

the refund of ₹83,77,874/- and the subsequent booking of the plot in favour of Mr. Samir Sahni to contend that the relief sought had become infructuous. Accordingly, it prayed for dismissal of the complaint and, separately, for revocation of the status quo direction dated 07.07.2025.

38. Respondent no. 1 has also filed an application/written submissions dated 07.07.2025, 28.07.2025, 08.09.2025, 10.7.2026, 30.07.2026, 09.10.2026, 28.10.2026 in support of his defense. Authority has duly considered these applications for proper adjudication of the matter.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

39. Ld. counsel for complainant and respondent reiterated the facts of the complaint and reply respectively. Ld. counsel for respondent additionally submitted that completion certificate has been received by the respondent on 16.10.2026.

F. ISSUE FOR ADJUDICATION

40. Whether the complainant is entitled for the reliefs claimed as per RERA, Act of 2016?

G. OBSERVATION OF THE AUTHORITY

41. After considering the facts and submissions of both parties, it is an admitted fact that complainant booked a plot in the real estate project, "M3M

City of Dreams II" being developed by the promoter namely; M/s Uttirna Infraheights Pvt. Ltd and complainant was allotted plot no. MA-06 having an area 300 sq. mtrs. in the said project at Sector-36-39, District Panipat, Haryana vide allotment letter dated 21.02.2024. The builder buyer agreement was executed between the parties on 05.04.2024. Complainant has paid a total of ₹1,15,12,113/- against the total sale price of ₹3,01,91,179/- which is not disputed by the parties.

42. Now, the main contention of the complainant is that complainant did not pay pending dues for the said plot for the reason that offer of possession dated 20.12.2024 was invalid and illegal due to non-availability of Completion Certificate or Part Completion Certificate by the respondent no.1. Per contra, respondent no.1 states that there is neither any legal requirement to hand over possession only after obtaining a Completion Certificate, nor was any such condition imposed at the time of issuance of the HRERA Registration Certificate. Reference was made to Clause 7.2(A) of the Model Agreement under the HRERA Rules, 2017, and a notification by the DTCP, both of which clarify the non-mandatory nature of obtaining the completion certificate prior to the handover of possession. In compliance with Clause 7.2(A), the builder (Respondent No. 1) is permitted to offer possession upon obtaining either the approved Demarcation-cum-Zoning Plan or the

Completion Certificate, as indicated by the use of the term "OR" (denoted by the forward slash "/") in the relevant provision. Accordingly, possession offered through letter dated **20.12.2024,** is valid and is in compliance with the applicable rules and regulations. In support of this contention, respondent no. 1 has also filed on application dated 09.10.2026 wherein respondent no. 1 has submitted following contentions:

i. Respondent No. 1, in its written arguments, has submitted that the complainant's challenge to the offer of possession dated 20.12.2024 proceeds on the premise that a valid offer of possession could be issued only after obtaining a Completion Certificate (CC) or Occupancy Certificate (OC). The respondent has contended that such a requirement cannot be applied mechanically to a residential plotted colony and that the validity of the offer of possession is required to be examined in accordance with the Haryana Real Estate (Regulation and Development) Rules, 2017, the applicable Model Agreement for Sale and the documents placed on record.

ii. The respondent has placed reliance upon Clause 7.2(A) of the Haryana Model Agreement for Sale, which deals with the procedure for taking possession of a plot. As per the respondent, the said clause contemplates the offer of possession in respect of a plotted colony upon

obtaining the approved demarcation-cum-zoning plan/provision of services, together with the applicable certification or part-completion certificate, as the case may be. It is the respondent's contention that the said provision does not prescribe the obtaining of a Completion Certificate for the entire project as an inflexible precondition in every case involving a residential plot.

iii. In support of the aforesaid contention, the respondent has relied upon the approved demarcation-cum-zoning plan bearing Drawing No. 9836 dated 29.11.2023, stated to have been obtained before the issuance of the offer of possession dated 20.12.2024. The respondent has submitted that the said document satisfies the relevant requirement under Clause 7.2(A) of the Haryana Model Agreement for Sale and therefore, the offer of possession cannot be held invalid merely on the ground that the Completion Certificate had not been issued by the date of the offer.

iv. The respondent has further referred to the application for grant of Completion Certificate submitted on 23.12.2024 and has contended that the application was submitted shortly after the issuance of the offer of possession. The pendency of the said application does not, by itself, invalidate the offer of possession, if the applicable requirements governing possession of a residential plot had otherwise been fulfilled.

The respondent has also relied upon the service plan/estimates stated to have been approved by the ***Directorate of Town and Country Planning, Haryana, vide Memo No. LC-5003-PA(SK)-2024/10999 dated 28.03.2024.***

v. The respondent has further relied upon the clarification issued by the ***Directorate of Town and Country Planning, Haryana, vide Memo No. Misc.-862(Loose)/2022/13903***, annexed with its written arguments as Annexure 1. As stated by the respondent, the clarification provides that a coloniser may execute a conveyance deed in respect of a plot in a residential plotted colony after obtaining the licence and approval of the layout plan from the Director, Town and Country Planning, Haryana. The respondent has relied upon this clarification to support its contention that the applicable framework for plotted colonies does not invariably make the issuance of a Completion Certificate a prerequisite for every act relating to the transfer or handing over of a plot.

vi. The respondent has also placed reliance upon the ***HUDA circular dated 13.11.2007, bearing Memo No. CTP HUDA/DTP(N)/12436-83,*** annexed as Annexure 2, and the ***HUDA circular dated 16.04.2009, bearing Memo No. A-PHK-UB-I-2009/11563-85,*** annexed as Annexure 3. These circulars recognise the relevance of an approved

zoning plan and the availability of basic services in the context of handing over possession of residential plots. The respondent has, therefore, contended that the offer of possession in the present case is required to be assessed in the context of the specific provisions and policy framework applicable to plotted colonies in Haryana, rather than by applying a requirement governing a different category of real estate development.

vii. The respondent has further submitted that at the time of issuance of the offer of possession dated 20.12.2024, the essential services in the project were available. In this regard, it has referred to the approved demarcation-cum-zoning plan, approval of service plans and estimates, completion of internal roads, installation of a 450 KW power substation, laying of water lines, development of the Sewage Treatment Plant (STP), and laying of storm-water connection lines. The respondent has also relied upon photographs placed on record to substantiate its submission regarding the development works and availability of services at the project site.

viii. On the basis of the aforesaid documents and submissions, the respondent has urged that the validity of the offer of possession dated 20.12.2024 ought to be determined with reference to Clause 7.2(A) of

the Haryana Model Agreement for Sale and the applicable statutory and departmental framework. It has accordingly sought a finding that the absence of a Completion Certificate on the date of issuance of the offer of possession does not, by itself, render the offer invalid, particularly when the respondent claims to have obtained the approved demarcation-cum-zoning plan and made the requisite services available. The respondent has, therefore, prayed that the complainant's challenge to the offer of possession on this ground be rejected.

43. Hence, the first and foremost issue for consideration in present complaint is whether the offer of possession dated 20.12.2024 for Plot No. MA-06 issued by the respondent no.1 constitute a valid offer of possession as per RERA Act of 2016 in the absence of a Completion Certificate/Part Completion Certificate? In this regard, Authority observes that complainant was allotted plot on 21.02.2024 and the Builder-Buyer Agreement was executed between the parties on 05.04.2024. On 20.12.2024, respondent no.1 issued the offer of possession to the complainant of plot no. MA-06 with demand of ₹2,34,98,912/- which was to be paid within 30 days from the date of offer of possession, i.e, on or before 19.01.2025. On 18.12.2024, respondent no.1 issued the first pre-cancellation letter to the complainant for non payment of dues. It is pertinent to mention that respondent no.1 has also sent various

reminders dated 19.04.2025, 30.04.2025, and pre cancelation notice dated 18.02.2025, 31.03.2025. On 30.04.2025 and 01.05.2025, complainant inquired from the respondent no.1 regarding status of Completion Certificate/Part Completion Certificate. However, respondent stated that the plot is in workable conditions and there is no specific condition with respect to handover of possession only after obtaining the completion certificate and such condition was neither imposed at time of grant of HRERA registration certificate by the Authority. On 31.03.2025, respondent issued "last and final opportunity letter" to the complainant for total dues of ₹2,18,51,571.65. At last the respondent no.1 issued "Cancellation Notice" on 05.05.2025. It is observed that Section 11(4)(b) of the RERA Act, 2016 casts a specific obligation upon the promoter to obtain the Completion Certificate or Occupancy Certificate, or both, **as applicable, from the relevant competent authority in accordance with the local laws,** and to make the same available to the allottees. Section 11(4)(b) is reproduced for reference:

11. Functions and duties of promoter

4. The promoter shall—
(b)be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;

The expression "**to make the same available to the allottees**" cannot be construed as conferring an option upon the promoter to dispense with a certificate which is otherwise required under the applicable local law. The statutory obligation is placed upon the promoter and cannot be shifted upon the allottee.

44. Further, Rule 7.2(A) of the Haryana Real Estate (Regulation and Development) Rules, 2017 specifically prescribes the **"Procedure for taking possession of Plot."**Said rule is reproduced for reference:

7.2 (A) Procedure for taking possession of Plot - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

It provides that the promoter, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the colonizer/promoter, **duly certifying/part completion certificate, as the case may be**, in respect of the plotted colony, shall offer possession of the plot to the allottee. The use of the words **"upon obtaining"** is significant. It demonstrates that the possession contemplated under the Haryana Real Estate (Regulation and Development) Rules, 2017 is not merely a unilateral declaration by the promoter/respondent no.1 that the plot is ready. The promoter must first satisfy the statutory requirements prescribed for the particular stage of possession. The

respondent, therefore, cannot contend that merely because Service Plan is approved, internal roads had been completed and zoning planning has been approved, the statutory requirement stood automatically satisfied. The completion of development works is different from certification by competent authority. There is a material distinction between:

- execution of development works by the promoter;
- approval of plans;
- provision of services; and
- certification by the competent authority that the development has reached the stage contemplated under the applicable law.

The promoter cannot substitute its own satisfaction regarding completion of the project for the statutory certification of the competent authority. The requirement of certification assumes significance because the certificate is issued by an independent statutory authority after considering compliance with the sanctioned plans and applicable development requirements. Therefore, a promoter cannot unilaterally declare that the project is "complete in all respects" and thereby dispense with the certificate required under the applicable regulatory regime.

The respondent rely upon the use of the expression "or"/slash in Rule 7.2(A) to contend that the Completion Certificate/Part Completion Certificate was

not mandatory. Such an interpretation cannot be accepted merely by placing emphasis upon one word or punctuation mark in isolation. A statutory rule has to be read **as a whole**, keeping in view its object and the protection intended to be afforded to the allottee. A rule has to be interpreted harmoniously and purposively. The expression "as the case may be" cannot be converted into an absolute exemption from obtaining the statutory certification where such certification is applicable to the project. The purpose of Rule 7.2(A) of HRERA Rules, 2017 is to ensure that an allottee is offered possession of a plot only when the development and statutory requirements have reached the stage prescribed under the regulatory framework. The provision cannot reasonably be interpreted in a manner which would permit a promoter to issue a possession letter without the statutory certification and thereafter treat the allottee as being in default for not accepting such possession. An allottee who is called upon to take possession is entitled to know that the development forming part of the colony has been examined and certified by the competent authority to the extent required by law.

45. If the promoter's/respondent no.1 interpretation is accepted, an allottee could be compelled to accept possession on the basis of a unilateral declaration by the promoter even though the competent authority had not yet certified the development. Such an interpretation would dilute the statutory protection

afforded to an allottee under RERA. The purpose of RERA is to ensure transparency, accountability and lawful delivery of possession and not merely physical access to the allotted property.

46. Respondent No. 1 further relied upon Directorate of Town and Country Planning, Haryana, vide Memo No. LC-5003-PA(SK)-2024/10999 dated 28.03.2024, Directorate of Town and Country Planning, Haryana, Memo No. Misc.-862(Loose)/2022/13903, HUDA circular dated 13.11.2007, bearing Memo No. CTP HUDA/DTP(N)/12436-83, and the HUDA circular dated 16.04.2009, bearing Memo No. A-PHK-UB-I-2009/11563-85, to contend that a Completion Certificate/Part Completion Certificate is not required even at the stage of execution of the conveyance deed in respect of the plots. The said contention, however, is not tenable. The reliance placed upon the aforesaid Memo cannot be construed as dispensing with the statutory requirement of obtaining the requisite Completion Certificate/Part Completion Certificate, wherever such certificate is otherwise required under the applicable statutory provisions and the terms of the sanctioned plan/licence. An administrative memo cannot override substantive statutory requirements governing the development of the licensed colony. Further, the said administrative memo do not deal with the question of lawful handing over of possession of the plots, nor do they purport to determine the statutory conditions precedent for the

grant of legally valid possession. The subject matter of execution or registration of a conveyance deed cannot, in law, be equated with the statutory requirements governing completion of development works and lawful possession of the subject plots.

47. It is also material to note that the statutory requirement under the RERA Act, 2016 was already in force when the aforesaid Memo was issued. Consequently, the administrative memo has necessarily to be construed harmoniously with the provisions of the RERA Act, 2016 and Rules and the Rules and Regulations framed thereunder.

48. Therefore, in view of the above reasoning, the offer of possession dated 20.12.2024 having admittedly been made without the requisite Completion Certificate/Part Completion Certificate, cannot be treated as a valid offer of possession, **hence invalid** as per law. Consequently, the complainant cannot be treated as being in default merely because he did not accept an offer which was itself legally incomplete or premature. Even if the respondent has pleaded that the Completion Certificate has subsequently been obtained on 16.10.2026, the same does not cure the legal infirmity in the offer of possession dated 20.12.2024. The validity of an offer of possession has to be examined with reference to the documents and statutory approvals available on the date on which such offer was made. A Completion Certificate obtained

subsequently cannot be given retrospective effect so as to validate an offer of possession which was invalid on the date of its issuance. Accordingly, the subsequent procurement of the Completion Certificate on 16.10.2026 does not render the earlier offer of possession dated 20.12.2024 valid or enforceable.

49. Now, next question arises is whether the cancellation of the plot in question done by the respondent no.1 vide cancellation letter dated 05.05.2025 is valid or not? The contention of the respondent no.1 is that the complainant was defaulter in making payments. As complainant opted for time linked payment plan as per Schedule III of the builder buyer agreement instead of construction linked plan. Hence, regardless of the status of construction of the Plot in question or the Project in general, the complainant was bound to adhere to the terms of the said Time Linked Plan, which has never been challenged by the complainant. In this regard, Authority observes that the contractual Time-Linked Payment Plan also cannot be interpreted in isolation so as to permit the respondent no.1 to demand payments by relying upon an offer of possession which was not legally valid. Even assuming that the complainant was required to make payments in accordance with the agreed payment plan and accordingly, complainant had paid an amount of ₹1,15,12,113/- which is 28.13% of the total sale consideration and rest is to be paid at the time of offer of possession. Such contractual obligation cannot

validate an otherwise invalid offer of possession or confer upon the promoter a right to cancel the allotment on the basis of non-compliance with such invalid offer.

50. Further, the respondent no.1 subsequent reliance upon the said invalid offer of possession for demanding payments from the complainant by sending reminder, last opportunity letter, pre cancellation letter or for alleging that the complainant failed to take possession is inapt. The cancellation notice dated **05.05.2025**, insofar as it proceeds upon the alleged failure of the complainant to comply with an invalid offer of possession and the consequential payment demands, cannot be sustained. The respondent no.1 cannot derive a benefit from its own failure to obtain the requisite statutory certification before issuing the offer of possession. The respondent no.1 was required to first place itself in a position to lawfully offer possession and thereafter, call upon the complainant to perform the corresponding obligations. Hence, as the said offer of possession is invalid, any subsequent act done by the respondentno.1, is also not valid. Hence, the said contention of the respondent no.1 in this regard is rejected. Therefore, cancellation dated 05.05.2025 is not valid and hence, set aside.

51. Respondent no.1 has further sought to contend that upon cancellation of the allotment, the complainant ceased to have any right, title, interest or claim

whatsoever in respect of the plot and therefore, the relief sought by the complainant had allegedly become infructuous. The respondent has further pleaded that third-party rights had been created in respect of the plot in favour of Mr. Samir Sahni that pursuant to the booking request, respondent no. 1 issued an allotment-cum-welcome letter dated 01.07.2025 in favour of the said third party. The aforesaid contention, however, fails to appreciate the legal and factual sequence of events. The validity of the subsequent acts of the respondent no.1 has necessarily to be examined in the light of the foundational act pursuant to which those subsequent steps were taken. In the present case, the offer of possession dated 20.12.2024 issued by respondent no. 1 has already been found by the Authority to be invalid. Once the foundational offer of possession itself is held to be invalid, the respondent no.1 could not have legitimately proceeded on the basis of such offer to cancel the complainant's allotment, forfeit the amounts deposited by the complainant, and thereafter treat the complainant's rights as having come to an end. It is a settled principle of law that an act which is founded upon an invalid or legally unsustainable action cannot derive independent validity merely because it is subsequent in point of time. The legality of a consequential action has to be tested with reference to the validity of the foundational action upon which it rests. Consequently, when the offer of

possession dated 20.12.2024 was itself invalid, the cancellation notice dated 05.05.2025 which proceeded on the basis of the complainant's alleged failure to comply with the consequences arising from such offer, could not have been sustained in law. The subsequent refund of ₹88,77,874/- on 07.07.2025, after making the alleged forfeiture, does not alter the legal position. The refund was not an independent transaction divorced from the cancellation; rather, it was a direct and consequential step arising from the cancellation of the complainant's allotment. Therefore, if the cancellation itself was legally unsustainable, the consequential forfeiture and refund cannot be relied upon by the respondent no.1 as a means of validating the illegality in the original action. Accordingly, the existence of letter dated 01.07.2025 in favour of Mr. Samir Sahni does not, by itself, extinguish the complainant's cause of action or render the relief sought infructuous.

52. The Authority further observes that Respondent No. 1 has merely placed on record a copy of the letter dated 01.07.2025 issued in favour of a subsequent allottee, namely, Mr. Samir Sahni, without producing any executed Conveyance Deed or furnishing the complete particulars of the consideration paid by the said allottee towards the plot in question, so as to establish the nature and extent of any legally enforceable right or title claimed to have been created in his favour. It is further evident from the record that the subsequent

allottee has paid only ₹10,00,000/- towards the said unit, which constitutes merely 10% of the total sale consideration. This is in stark contrast to the amount of ₹1,15,12,113/- already paid by the complainant towards the same unit. In the absence of any executed Conveyance Deed or cogent documentary evidence establishing the creation of valid third-party rights, the mere issuance of an allotment letter cannot, by itself, be treated as sufficient to establish the creation of an indefeasible right or title in favour of the subsequent allottee. Accordingly, the purported rights or interest claimed to have been created in favour of Mr. Samir Sahni, on the basis of the material placed on record, cannot be recognised and are hereby set aside. At this stage, it is relevant to note that the legal position regarding the creation of title is well-settled by the Hon'ble Supreme Court in "***Suraj Lamp and Industries Pvt. Ltd. v. State of Haryana (2012 1 SCC 656)*** and reaffirmed in ***Indian Overseas Bank v. M.A.S Subramanian (2025)***, *a Builder-Buyer Agreement or contract for sale does not transfer title or create any interest in immovable property under Section 54 of the Transfer of Property Act, 1882. Clear legal title can only pass upon the execution and registration of a Conveyance/Sale Deed. In the absence of a registered Conveyance Deed on record, the Respondent's assertion that legal title has been created in favor of third parties is wholly untenable in law."*

53. The creation of third-party rights, therefore, cannot be treated as a justification for an otherwise invalid cancellation. In view of above reasoning, this Authority holds that the offer of possession dated 20.12.2024, having been issued by the respondent no.1 without obtaining the requisite Completion Certificate/Part Completion Certificate from the competent authority, could not constitute a valid and lawful offer of possession. The complainant cannot be held in default for not accepting such an offer. Consequently, the cancellation of the complainant's allotment vide letter dated 05.05.2025, being consequential to the alleged failure of the complainant to comply with the said offer, cannot be sustained. Thus, the refund of amount to complainant shall have no bearing qua the contractual obligations on part of respondent no.1 to hand over possession of plot no. MA-06 admeasuring 300 sq. mtrs. in terms of timeline as provided in clause-7.1 of Builder Buyer Agreement dated 05.04.2024 and respondent no.1 shall remain liable to hand over possession of the said plot to complainant after receiving the total sale consideration. Accordingly, respondent no.1 is directed to restore the allotment of the plot no. MA-06 and issue a fresh and valid offer of possession upon obtaining the requisite certification from the competent authority, subject to adjustment of the amounts already refunded and

compliance with the terms of the Builder-Buyer Agreement and the provisions of the RERA Act of 2016.

54. With regard to relief under clause (f), ccomplainant is seeking delay interest on account of the alleged delay in offering possession of the said plot. In this regard, the Authority observes that, as per Clause 7.1(ii) of the Builder Buyer Agreement, respondent no. 1 has proposed to hand over possession of the plot on or before **30.09.2031**. Relevant clause is reproduced for reference:

7. POSSESSION OF RESIDENTIAL PLOT:

7.1 Schedule for possession of the said Residential Plot:

(ii) The developer proposes to hand over possession of the residential Plot on or before 30.09.2031 or such extended time as per the Act/Rules for residential usage as agreed terms and conditions unless there side lay due to "Force Majeure Event", affecting the regular development of the Project. If, the development of the Project is delayed due to the above conditions, then the allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the residential Plot."

Thus, the contractual date stipulated for handing over of possession has not yet expired. The Authority observes that **Section 18(1) of RERA Act, 2016** provides for the consequences where the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein. The provision further stipulates that, where the

allottee does not intend to withdraw from the project, the promoter is liable to pay interest for every month of delay till the handing over of possession.

The expression and scheme of Section 18, therefore, make it clear that the liability towards payment of interest on account of delay is contingent upon the occurrence of a default in handing over possession within the period stipulated under the agreement for sale. In the present case, the date stipulated under Clause 7.1(ii) of the Builder Buyer Agreement is **30.09.2031**. Since the said date has not yet occurred, there is, as on date, no contractual delay is attributable to Respondent No. 1 in handing over possession of the plot.

55. That the mere apprehension of future delay cannot, by itself, constitute an existing default under Section 18 of the Act. The statutory liability for payment of interest for delay is attracted upon actual failure to hand over possession within the agreed or legally applicable period. Therefore, at the present stage, the claim of the complainant for delay interest is **not maintainable,** as the stipulated date for possession has not yet elapsed. Hence, said relief cannot be granted to the complainant at present stage.

56. With regard to relief under clause (h), no specific interest is mentioned by the complainant, therefore no observation is made in this regard by the Authority.

57. With regard to reliefs under clause(i), (j), (k), (m) and (n), complainant has neither argued nor pressed upon during the course of hearing, so no observation is made in these regards.

58. Further, in present complaint, complainant is seeking ₹70,000/- as litigation charges. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as *"M/s Newtech Promoters and Developers PvL Ltd. V/s State of U.P. &ors."* (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief for mental torture, agony, discomfort and undue hardship of litigation expenses.

H. DIRECTIONS OF THE AUTHORITY

59. The Authority hereby passes this order and issues the following directions under section-37 of the Act to ensure compliance of obligations cast upon the

promoter as per functions entrusted to the Authority under Section-34 of the Act of 2016:-

i. Respondent no.1 is directed to restore the allotment of respective plots no. MA-06 measuring 300 sq. mtr. in the real estate project "M3M City of Dreams II" at Sector-36-39, District Panipat, Haryana in favour of complainant with immediate effect.

ii. Respondent No. 1 is directed to ensure compliance with its statutory obligation under Section 11(4)(b) of the RERA Act, 2016, by obtaining the requisite Completion Certificate/Part Completion Certificate, as applicable, from the competent authority and making the same available to the complainant. Upon obtaining the requisite certificate, Respondent No. 1 shall issue a fresh and valid offer of possession to the complainant in accordance with the provisions of the Act and the rules made thereunder.

iii. Complainant shall make payment of the amounts due to Respondent No. 1 in accordance with the Builder-Buyer Agreement executed between the parties. Respondent promoter cannot charge any amount over and above the amount/ charges already agreed upon in the builder buyer agreement.

iv. Respondent is directed to get conveyance deed of flat of the complainants executed within 90 days of actual handover of possession of unit.

v. The rate of interest chargeable from the allottees by the promoter in case of default shall be charged at the prescribed rate, i.e., 10.95% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

vi. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.

60. **Disposed of**. Files be consigned to record room after uploading of orders on the website of the Authority.

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NADIM AKHTAR
[MEMBER]