BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**2687 of 2025**
Date of complaint	:	**04.06.2025**
Date of order	:	**29.09.2026**

Ms. Shuchita Singh Pachuary
Mr. Anadi Pachaury
Both are R/o: G-9, Ground floor, front half, South Extension, Part-2, South Delhi, Delhi-110049. **Complainants**

Versus

M/s Cordial Infrastructure Private Limited.
Regd. Office at: 550/51, School Block, Shakarpur Delhi-110092.
Corp. Office at: 11th floor, Paras Twin Tower, Golf Course Road, Sector 54, Gurugram-122002 **Respondent**

CORAM:
Arun Kumar **Chairman**
APPEARANCE:
Sh. Harshit Batra (Advocate) Complainants
Sh. Dhru Rohtagi (Advocate) Respondent

ORDER

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

A. Plot and project related details

2. The particulars of plot details, 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 tabular form:

Sr. No.	Particulars	Details
1.	Name and location of the project	Paras Arcade 114, village Bajghera, Sector 114, Gurugram, Manesar, Urban Complex Tehsil & District Gurugram, Haryana.
2.	Project area	3.25 acres
3.	Nature of the project	Commercial plotted colony (SCO)
4.	RERA registered/ not registered and validity status	Registered 52 of 2023 dated 03.04.2023 valid up to 31.01.2028
5.	DTCP License no.	39 of 2023 dated 22.02.2023 valid up to 21.02.2028
6.	Allotment letter	10.01.2024 (page 22 of complaint)
7.	Date of buyer's agreement	04.05.2024 (Page 27 of complaint)
8.	Payment plan	Possession linked payment plan (Page 86 of complaint)
9.	Plot no.	C-02 (Page 23 of complaint)
10.	Area admeasuring	129 Sq.yd. (carpet area) (Page 23 of complaint)
11.	Possession Clause	**Clause 7.3** *The company assures to offer the possession of the SCO plot as per agreed terms and conditions on or before the time granted under the registration by the Authority or such extension thereof may be extended by the Authority unless there is delay due to "Force Majeure"* ***(Emphasis supplied)*** (Page 49 of complaint)
12.	Due date of possession	31.01.2028 as per registration certificate as mentioned in clause 7.2 of BBA
13.	Total sale consideration	Rs. 3,20,22,960/- (as per allotment letter, page 23 of complaint)
14.	Amount paid by the complainants	Rs. 3,28,81,347/- (as per statement of account, page 105 of complaint, page 136 of reply)
18.	Date of Completion Certificate	09.12.2024 (page 129 of reply)

21.	Date of offer of possession	09.12.2024 (page 133 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions:

I. That relying on the assurances, representations, and warranties of the respondent, and its shrewd marketing gimmick, the complainants were lured by the respondent and invested in the project. The overall conduct of the respondent has been *malafide*, since the very beginning. Representatives of the respondent namely Ms. Abha Goutam and Mr. Sanket advertised the project to the complainants as assured the complainants herein that the total sale consideration of the plot shall be inclusive of all charges and stamp duty will be payable over and above this amount with nominal tax. The complainants have call recordings of such assurances being given by the representatives of the respondent and same can be produced before the Authority during the course of the proceedings.

II. That the complainants having relied on the assurances, representations, and warranties made by the respondent, proceeded to book a commercial plot within the respondent's project. The complainants applied for allotment of a plot vide application no. 047 dated 02.01.2024 and made a partial payment of Rs. 25,00,000/- towards the total price of the plot. This action was undertaken based on the respondent's representations, thereby creating a contractual obligation on the part of the respondent to fulfill the terms and conditions promised.

III. That the complainants were allotted plot bearing no. C-02 block no., C area admeasuring 108 sq Mtrs. in the said project vide the allotment letter dated 10.01.2024. The total price of the plot as detailed in the allotment letter was Rs. 3,20,22,960/-.

IV. That the complainants selected the 30:70 payment plan, as is evident from annexure-A of the allotment letter. The complainants made an initial payment of Rs. 25,00,000/- at the time of booking. Clause 3 of the allotment letter explicitly acknowledges that the respondent has received the aforementioned sum of Rs. 25,00,000/- from the complainants.

V. That subsequently, the complainants and the respondent entered into as agreement for sale dated 04.05.2024, which detailed the terms of the allotment, the terms of the agreement were heavily biased in favor of the respondent, rendering it substantially one-sided. The complainants contend that the provisions set forth therein disproportionally benefit the respondent, undermining fairness and equity.

VI. That the complainants were coerced into signing the agreement for sale due to the substantial sum of Rs. 25,00,000/- already paid at the time of booking. The complainants were left with no reasonable alternative but to execute the agreement, as failure to do so would result in the forfeiture of the entire amount paid. This left the complainants in a position of undue disadvantage, where refusal to sign would lead to financial loss. Consequently, the execution of the agreement was not voluntary but compelled under duress, leaving the complainants with no viable recourse.

VII. That the agreement for sale was fundamentally one-sided, lacking a crucial possession clause that would specify the timeline for the complainants to receive possession of the allotted plot. Despite this omission, the complainants relied on the respondent's assurances that possession of the plot would be handed over within six months from the date of the agreement. This verbal commitment by the respondent, though not incorporated in the agreement, created an expectation of timely delivery, which has yet to be fulfilled, further evidencing the unfair

and imbalanced nature of the contractual terms imposed on the complainants.

VIII. That the respondent has displayed malafide conduct from the inception of the transaction, as demonstrated by the unilateral nature of the agreement for sale, which lacked a valid possession clause. This omission clearly reflects the respondent's failure to provide a binding commitment regarding the transfer of possession of the allotted plot.

IX. That as per the payment plan outlined in the allotment letter and the agreement, till date the complainants have made a payment of Rs. 96,06,888/-, which has been duly acknowledged by the respondent in the statement of account as on dated 09.12.2024. The remaining balance was payable upon possession of the plot. The complainants have fully complied with the terms and conditions of the allotment letter and the agreement, ensuring that all payments were made within the stipulated timeframes. For clarity, the payment plan opted by the complainants has been reiterated below for reference, confirming the complainants' adherence to their contractual obligations.

X. That the respondent subsequently issued an illegal and arbitrary offer of possession dated 09.12.2024, claiming that they were in receipt of completion certificate. However, despite this claim, the complainants have till date not received a copy of the completion certificate despite request. The absence of the completion certificate further substantiates the respondent's failure to deliver possession as promised, thus breaching the terms of the agreement.

XI. That vide offer of possession dated 09.12.2024, the respondent arbitrarily made demands for additional charges from the complainants, without providing any justification for such exorbitant charges. When the complainants sought clarification regarding the basis of these demands,

the respondent threatened them with cancellation of the allotment if the payment was not made. This conduct reflects an abuse of power and an unfair attempt to extract additional sums from the complainants without lawful or reasonable grounds.

XII. That the respondent's demand for two years' advance maintenance charges are illegal and arbitrary. Such a demand is not only unjustifiable but also beyond the scope of what is legally permissible. Therefore, the respondent's insistence on this excessive advance payment constitutes an unlawful and improper demand. The reliance is placed on this issue has already been dealt with by this Hon'ble Authority in the Complaint bearing no 4031 of 2019 titled ***Varun Gupta v. Emaar MGF Land Limited*** decided on 12.08.2021, wherein it was held that the respondent shall not demand the advance maintenance charges for more than one year from the allottees even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.

XIII. That the respondent's actions demonstrate an unbridled greed, as evidenced by their arbitrary and unlawful demand under different charges not agreed between the parties under the agreement and further not permissible under the Act and judicial pronouncements. This demand includes illegal charges, along with falsely accrued interest. The respondent's conduct in raising such a disproportionate and illegal charge not only lacks basis but also constitutes an abuse of power, with the intention of unjustly enriching themselves at the expense of the complainants. This demand must therefore be deemed invalid and unenforceable. No maintenance agreement has been executed between the parties and no details have been provided pertaining to the services which will be provided in lieu of charging such high maintenance charges.

XIV. That the respondent raised demand of an exorbitant amount of Rs. 13,48,821/- towards external electrification charges vide offer of possession dated 09.12.2024. The huge sum was demanded without any clarification pertaining to the calculation of this outstanding 13,48,821 /. The complainants raised queries pertaining to this illegal demand and the respondent paid no heed to the queries of the complainants. These false and fallacious demands were nothing but a technique to extract pound of flesh from the bonafide complainants by threating to cancel the allotment or imposing unreasonably high rate of interest on non-payment of illegal demands. The respondent who has to bear the payment of EEC and not the complainants and further the respondent cannot be allowed to seek any amount as per its whims and fancies without providing justification for the same.

XV. That, the respondent, in an arbitrary attempt to extort additional funds from the complainants, has unjustifiably demanded a sum of Rs. 59,000/- towards ECC and prepaid charges. These demands, are unfounded and lack any legitimate basis or supporting evidence. The respondent has failed to provide any justification or documentation to substantiate the alleged outstanding amount, making this demand an unlawful and baseless attempt to impose financial obligations on the complainants that were not agreed upon.

XVI. That the respondent has raised two unexpected and unreasonable demands—one for water meter charges amounting to Rs. 8,260/- and another for water, sewerage, and stormwater connection charges amounting to Rs. 4,15,408/-. These demands are entirely disproportionate, unrealistic, and devoid of any justification. The respondent's request for such substantial amounts is arbitrary and lacks any legitimate basis. Moreover, the respondent has failed to provide any

supporting documentation or evidence to substantiate the validity of these charges, further highlighting their unjust nature. Therefore, these demands not only appear to be an attempt to impose unwarranted financial obligations on the complainants but also constitute a clear violation of the agreed contractual provisions, rendering the claims untenable and without merit.

XVII. That the respondent has made further unlawful demands for power backup charges, and property ID charges amounting to Rs. 5,81,633/-, and Rs. 5,900/-, respectively. These demands are entirely unjustifiable and arbitrary, with no legal or factual basis to support them. These demands were not mentioned in the agreement and cannot be collected from the complainants. The respondent has failed to provide any credible documentation or justification for these amounts, rendering them completely baseless. Such demands appear to be a deliberate attempt by the respondent to extract undue profit by fabricating false charges and imposing imaginary costs for services that were not agreed upon.

XVIII. That the respondent sought an interest amounting to Rs. 21,403/-, which is entirely arbitrary and unjustified. The complainants assert that they are not liable for any such interest, as all payments have been made timely by the complainants. The respondent has failed to even justify the period for which this interest is being calculated and the rate of interest as well. This constitutes an attempt by the respondent to impose illegal and exorbitant demands, solely aimed at generating unfair and unlawful profit. Such conduct reflects bad faith, and the complainants should not be held responsible for these unwarranted charges, which were neither disclosed nor agreed upon during the course of the transaction.

XIX. That the respondent's demands are entirely arbitrary and lack any supporting evidence to substantiate their legitimacy. Furthermore, these

demands constitute a clear violation of the terms outlined in annexure B of the allotment letter and the agreement. The charges in question were explicitly included within the total price of the plot and thereafter exorbitant amounts have been sought in lieu of the same without any justification. The total price included cost of electricity infrastructure, water line, storm water etc. and then additional over and above the total price the same are being sought by the respondent from the complainants.

XX. That the project has been duly registered under HRERA with registration No. 52 of 2023, dated 03.04.2023. Clause 9 of the registration certificate explicitly states that the complainants are only liable to pay the total sale consideration, and that charges such as EDC/IDC are included within this amount, with no additional charges to be levied. However, the respondent has flagrantly violated this provision by demanding extra charges beyond the agreed-upon total price. This action constitutes a breach of the terms outlined in the registration certificate, as well as a violation of the legal framework established under HRERA. The respondent's attempt to impose such additional charges is both unjust and legally untenable, as it directly contradicts the agreed-upon terms, which clearly outline that no extra fees would be applicable.

XXI. That the complainants sought clarification from the respondent regarding the arbitrary and unlawful additional demands, however, due to the respondent's malicious intentions, no clarification or explanation was provided concerning these illegal demands and further threatened to cancel the allotment of the plot of the complainants and forfeit amount paid, if the complainants fail to make payment immediately. The Respondent's failure to address the queries of the complainants further evidences their bad faith in attempting to enforce these baseless and

unjustifiable charges. By withholding any reasonable justification, the respondent has not only acted in disregard of the contractual obligations but has also shown a deliberate intent to impose unwarranted financial burdens on the complainants. The complainants wrote email dated 10.01.2025 to the respondent herein seeking justification for the additional illegal demand raised.

XXII. That the complainants in order to protect the cancellation of allotment of the plot and forfeiture of their hard-earned money made payment of Rs. 2,24,16,072/- to the respondent under protest on 10.01.2025 vide instrument no. HDFCR520250110793613l9.

XXIII. That thereafter, vide email dated 14.01.2025, the complainants herein again wrote to the respondent seeking justification for their illegal demand, but to no avail. The respondent herein belatedly sent email dated 30.01.2025, stating that the charges are as per the terms of the agreement, the complainants herein replied to the said email clarifying that the complainants have already paid all charges due and payable to the respondent as per demands raised by the respondent. Thereafter, the complainants again wrote emails dated 03.02.2025, 17.02.2025 raising their grievances but to no avail.

XXIV. That vide email dated 04.04.2025 the respondent confirmed that the there are no outstanding dues as on date and all amount has been paid by the complainants except stamp duty and challan which shall be informed as applicable. However, the respondent raised an illegal and arbitrary demand of Rs. 6,88,643/- towards maintenance charges which is completely illegal as the complainants have already made payment under protest of all amounts sought by the respondent. Huge quantum of maintenance charges is unjustified and illegal to extract money from the complainants.

XXV. That thereafter the respondent vide email dated 01.03.2025, the respondent herein again raised illegal demand, the complainants under protest had made payment of illegal demands worth Rs. 8,58,387/- vide instrument no. HDFCR52025030797664388 to the respondent on 07.03.2025.

XXVI. That the complainants had to time and again follow up for execution of the conveyance deed. Vide email dated 08.04.2025, again raised illegal and arbitrary demand amounting to Rs. 10,000/- towards legal fees and miscellaneous charges and Rs. 50,003/- towards registration charges in addition to stamp duty of Rs. 19,21,500/-.

XXVII. That the complainants constantly followed up with the representatives of the respondent vide whatsapp and calls however, no effective steps were taken by the respondent and its representatives to resolve grievances of the complainants. The representatives of the respondent have malafidely made false assurances and representations to fool the complainants since the beginning, leave maybe granted to bring on record further evidences to prove the said claims.

XXVIII. That the respondent's greed did not stop at the pound of flesh already extracted from the complainants, and on 09.04.2025 the respondent sent an alleged revised demand letter, wherein again the respondent has raised illegal demand towards water, sewage and storm water connection charges amounting to Rs. 3,04,592/- and power back up charges amounting to Rs. 5,81,633/- and additionally the respondent has sought two years advance maintenance charges amounting to Rs. 5,47,992/- and common area electricity for two years amounting to Rs. 1,40,651/-. The said demands are absolutely illegal and not as per the terms of the agreement. In this revised demand letter the EEC has been reduced from Rs. 8,861/- per sq. yard to 4,431 per sq. yards i.e. from Rs.

13,48,821/- to Rs. 6,74,411/-, evidencing that the respondent has illegally raised demands at its own whims and fancies and raising demands at double rates.

XXIX. That the respondent in mail dated 04.04.2025 admitted that there are no outstanding dues on part of the complainants and thereafter went on to raise these illegal demands and refusing to hand over possession of the plot to the complainants and to execute the conveyance deed in favour of the complainants despite making payment of their illegal demands to safeguard their plot's allotment.

XXX. That pursuant to Section 17 of the Act, 2016, the respondent was obligated to execute the conveyance deed for the plot within a period of three months. However, it is evident that the respondent has failed to take any proactive steps or initiative in fulfilling this statutory duty. The respondent's inaction in this regard constitutes a clear violation of the prescribed timeline and obligations under the relevant provisions of the Act. This non-compliance adversely affects the rights of the concerned party and warrants legal redress.

XXXI. That since the very beginning the complainants have been trapped in the delaying gimmick and the malafide conduct of the respondent and has been gravely defrauded, harassed, and tortured both mentally and financially by the respondent. After having paid 100% advance total price and the respondent's misappropriation and misuse of the same. The complainants are entitled to get the refund of illegal demands paid by the complainants from due date of payment till actual realization with interest at prescribed rate under the Act. Further, the complainants are entitled to delayed possession charges from due date of possession till actual handover of possession of the plot.

XXXII. That the complainants have always been kept in dark with respect to the development of the project and extortion of illegal demands. The complainants hereby mention that being tired of the delaying tactics of the respondent and frivolous behaviour, the complainants are left with no other option but to file this complaint before the Authority.

C. Relief sought by the complainants:

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

i. Direct the respondent to hand over physical possession of the plot to the complainants immediately.

ii. Direct the respondent not to raise and collect illegal charges and demands from the complainants and refund the amount paid by the complainants towards such charges with interest from date of payment till actual realization.

iii. Direct the respondent to pay delayed possession charges from due date of possession till actual handover.

iv. Direct the respondent to execute the conveyance deed of the said plot immediately in favour of the complainants.

v. Pay litigation expenses amounting to Rs. 50,000/- and grant leave to the complainants to seek compensation before the Ld. Adjudicating Officer.

D. Reply by the respondent:

5. The respondent vide its reply dated 23.10.2025 has contested the complaint on the following grounds:

i. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the application form, allotment letter and the buyer's agreement, as shall be evident from the submissions made in the following paras of the present reply. The respondent craves leave of the Authority to refer to and rely upon the terms and conditions set out in the aforesaid documents in detail at the time of the hearing of the present complaint, so as to bring out the

mutual obligations and the responsibilities of the respondent as well as the complainants.

ii. That the complainants are estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. The respondent has already offered possession of the plot in question to the complainants, who have failed to complete all the monetary and documentary formalities and take the possession of the plot, as such, the respondent has already complied with its obligations under the buyer's agreement. The reliefs sought in the false and frivolous complaint are barred by estoppel. The present complaint is not maintainable in law or on facts.

iii. That the present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint can only be adjudicated by the Civil Court. The present complaint deserves to be dismissed on this ground alone.

iv. That the complainants are not "allottees" but are Investors who has booked the apartment in question as a speculative investment in order to earn rental income/profit from its resale.

v. That the complainants have not come before the Authority with clean hands and have suppressed vital and material facts from the Authority. The correct facts are set out in the succeeding paras of the present reply.

vi. That the complainants had approached the respondent no. 1 and expressed an interest in booking an SCO plot in the commercial colony developed by the respondent and booked the plot bearing number C-2, admeasuring 129 sq.yards. situated in the project developed by the

respondent, known as "Paras Arcade 114" at Sector 114, Village Bajghera, Manesar Urban Complex, Gurugram, Haryana. Complainants vide application form dated 02.01.2024, applied to the respondent for provisional allotment of the SCO plot in the project. The complainants prior to approaching the respondent, had conducted extensive and independent enquiries regarding the project and it was only after the complainants were fully satisfied with regard to all aspects of the project, including but not limited to the capacity of the respondent to undertake development of the same, that the complainants took an independent and informed decision to purchase the plot, un-influenced in any manner by the respondent. The complainants consciously and willfully opted for 30:70 payment plan as per their choice for remittance of the sale consideration for the plot in question and further represented to the respondent that they shall remit every installment on time as per the payment schedule. The respondent no. 1 had no reason to suspect bonafide of the complainants.

vii. That the basic sale price of the plot in question was Rs. 3,20,22,960/-, inclusive of the EDC and IDC, as applicable on the date of booking. It is relevant to note that the said Sale consideration was not inclusive of taxes, stamp duty, registration and incidental charges and other charges such as prepaid electrical charges, water meter charges, external electrification charges, electricity connection charges, water connection charges and sewerage connection charges, which were to be borne by the complainants at the time of offer of possession of the SCO plot. The said clarification was duly given to the complainants, at the time of booking of the SCO plot itself.

viii. That pursuant to the execution of the application form, the respondent had no reason to suspect the bonafide of the complainants and the

allotment letter dated 10.01.2024 was issued to the complainants. The entire details of the sale consideration, plot details, booking details were duly recorded in the allotment letter. It is further necessitated to mention that the complainants, once again in the allotment letter were categorically made aware of the total price of the SCO plot and the applicability of other charges at the time of the offer of possession.

ix. That the complainants at no point in time, until the offer of possession, ever raised any challenge or contest to the said terms. Clearly, the present complaint is an afterthought and the allegations levelled herein are misconceived and liable to be rejected. Thereafter, the buyer's agreement/ agreement for sale was executed by the complainants on 16.05.2024.

x. That the project in question is registered with the Authority vide RERA registration certificate dated 03.04.2023. As per clause 7.3 of the agreement for sale read with RERA registration certificate dated 03.04.2023, the due date of possession of the SCO Plot was 31.01.2028. the respondent has diligently developed the project in question. The respondent has received the completion certificate for the project on 09.12.2024.

xi. That the complainants were thereafter offered possession of the plot in question through letter of offer of possession dated 09.12.2024. The complainants were called upon to remit balance payment in terms of the agreed payment schedule and to complete the necessary formalities/documentation necessary for handover of the plot in question to the complainants. However, the complainants did not pay any heed to the legitimate, just and fair requests of the respondent and started raising frivolous issues and grievances, which were contrary to the agreed terms of the application form, allotment letter and even

fortified in the agreement for sale and threatened the respondent with institution of unwarranted litigation. It is relevant to note here that the respondent had complied with all its obligations by offering the possession well within time.

xii. That the complainants did not have adequate funds to remit the balance payments requisite for obtaining possession in terms of the agreement for sale and consequently in order to needlessly linger on the matter, the complainants refrained from obtaining possession of the plot in question. The complainants needlessly avoided the completion of the transaction with the intent of evading the consequences enumerated in the agreement for sale. Therefore, there is no equity in favour of the complainants. Without admitting or acknowledging in any manner the truth or correctness of the frivolous allegations levelled by the complainants and without prejudice to the contentions of the respondent, the alleged interest frivolously and falsely sought by the complainants is illegal and bereft of logic. The complainants are not entitled to contend that they are entitled for any sort of interest or waiver of charges, even after receipt of offer for possession within stipulated time. The complainants have consciously and maliciously refrained from obtaining possession of the plot in question.

xiii. That it is the obligation of the complainants under the Act to take the possession of the allotment within two months of Occupancy Certificate after completion of all formalities including the payment of outstanding dues of stamp duty and registration charges, as per the notice of offer of possession.

xiv. That the complainants have intentionally distorted the real and true facts in order to generate an impression that the respondent has reneged from its commitments. No cause of action has arisen or subsists

in favor of the complainants to institute or prosecute the instant complaint. The complainants have preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent.

xv. That several allottees, including the complainants have defaulted in timely remittance of payment of installments which was an essential, crucial and an indispensable requirement for conceptualization and development of the project in question. Furthermore, when the proposed allottees default in their payments as per schedule agreed upon, the failure has a cascading effect on the operations and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the respondents. The respondents, despite default of several allottees, has diligently and earnestly pursued the development of the project in question and has constructed the project in question as expeditiously as possible.

xvi. That it was an obligation of the complainants to make the payments against the plot, however, the complainants have gravely defaulted in the same. There are outstanding dues of Rs. 3,04,592/- towards water, sewerage and storm water connection charges, Rs.5,81,633/- towards power backup charges, stamp duty and registration charges of Rs. 20,00,000/- (approx). The stamp duty and registration charges may differ in future, in case there is any change in the same from the Government Exchequer. Additionally, as per the agreement between the parties, there are dues of Rs. 5,47,992/- towards two years advance maintenance charges and Rs. 1,40,651/- towards 2 years common area electricity charges.

xvii. That the complainants started raising unnecessary issues, with respect to the charges, demanded by the respondent, to which the respondent

readily explained that all the charges were due and payable in terms of the duly agreed terms of the agreement for sale/ buyer's agreement. The email dated 10.01.2025 sent by the complainants, the respondent duly responded with the justification vide email dated 30.01.2025.

xviii. That further, vide email dated 08.04.2025, the complainants expressed her financial difficulty in making the payments, to which the respondent, as a goodwill gesture, agreed to defer certain payments of Rs. 8,86,224/, towards water, sewerage and storm water connection and towards power back-up charges, till the time, the complainants starts construction on the SCO plot.

xix. That the respondent as a goodwill gesture has also reduced the cost of EEC Charges from Rs. 13,48,821/- to Rs. 6,74,411/- and the same is reflecting in the revised demand letter dated 09.04.2025 and the same was also informed to the complainants vide email dated 09.04.2025.

xx. That the respondent has acted strictly in accordance with the terms and conditions of the agreement between the parties. There is no default or lapse on the part of the respondent. The allegations made in the complaint inter-alia that the respondent has failed to comply with its obligations are completely false and bereft of any merits. On the contrary, it is the complainants who are in clear breach of the terms of the agreement by not remitting the outstanding amount of the said plot in question within the stipulated time and by not coming forward to take the possession of the said plot in question. The respondent has duly fulfilled its obligations. There is no default or lapse in so far as the respondent is concerned. The allegations levelled by the complainants are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.

xxi. That the complainants by filing the present complaint and by taking such baseless and untenable pleas is just trying to conceal the material facts in order to somehow cover up their own wrongs, delays and latches and to wriggle out of their contractual obligations by concocting false and frivolous story. Despite all the goodwill gestures extended by the respondent, the complainants are trying to illegally extract benefits from the respondent and their main aim is to cause wrongful gain to themselves and wrongful loss to the respondent from time to time. Therefore, the present complaint is filed with grave illegalities and lack of jurisdiction and the same is liable to be dismissed at the very outset and the complainants shall be directed to file pursue the complaint before the civil court for any dispute arises from the agreement in the form of investment agreement and lease agreement.

xxii. That the law of equity and justice cannot allow such complainants to reap benefits of such opportunistic attitude and will strive for balance of rights of both the parties at dispute. The Authority should not allow the complainants to mislead the Hon'ble Authority and to misuse the Act, 2016 for harassing the builder. Despite the utter failure of the complainants in fulfilling the obligations, the respondent no. 1 has always showed exemplary conduct.

xxiii. That all the facts and submissions set out in the complaint are incorrect, and are denied as if the same are specifically set out herein and traversed, except those which are specifically admitted herein. Further, the contents of the preliminary objections, set out hereinabove, should be deemed to be incorporated in reply to all paras of the complaint as well as in reply to the list of dates.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be

decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

7. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial Jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter Jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11(4)(a)***
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

8. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the relief sought by the complainants:

F.I Direct the respondent to pay delay possession charges.

9. The complainants booked a plot bearing no. C-02, admeasuring 129 sq. yards, in the respondent's project, namely, "Paras Arcade 114", Sector 114, Gurugram, for a total sale consideration of Rs. 3,20,22,960/-, against which the complainants have paid an amount of Rs. 3,28,88,347/-. As per the documents available on record, the respondent obtained the Completion Certificate on 09.12.2024 and offered possession of the allotted plot to the complainants on the same date.

10. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

> ***Section 18: - Return of amount and compensation***
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
> .....
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"*

11. **Due date of handing over possession:** As per clause 7.3 of the BBA executed inter se parties, the respondent assures to offer the possession of the SCO plot as per agreed terms and conditions on or before the time granted under the registration by the Authority or such extension thereof as may be extended by the Authority unless there is delay due to force majeure, court orders, government policy, guidelines, decisions affecting the regular development of the project. If, the completion of the project is delayed due to the above conditions, then the allottee(s) agrees that the

company shall be entitled to the extension of time for offer of possession of the SCO plot". The relevant clause is reproduced as under:

> *The company assures to offer the possession of the SCO plot as per agreed terms and conditions on or before the time granted under the registration by the Authority or such extension thereof may be extended by the Authority unless there is delay due to "Force Majeure, court orders, government policy, guidelines, decisions affecting the regular development of the project. If, the completion of the project is delayed due to the above conditions, then the allottee(s) agrees that the company shall be entitled to the extension of time for offer of possession of the SCO plot"* ***(Emphasis supplied)*** *(Page 80 of complaint).*

12. In the present complaint, the RERA registration certificate was valid up to 31.01.2028. Accordingly, as per Clause 7.3 of the agreement, the due date for handing over possession of the plot is 31.01.2028. The respondent obtained the Completion Certificate on 09.12.2024 and offered possession of the plot to the complainants on the same date, i.e., 09.12.2024, which is prior to the due date for handing over possession. Upon consideration of the documents available on record and the submissions made by the parties regarding the alleged contravention of the provisions of the Act, the Authority is satisfied that the respondent obtained the Completion Certificate and offered possession of the allotted plot well before the due date for handing over possession. Thus, no case for grant of delayed possession charges is made out under Section 11(4)(a) of the Act, 2016, read with the proviso to Section 18(1) of the Act. Accordingly, no direction to this effect.

F.II The respondent is directed to hand over the possession of the said plot with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.

F.III The respondent is directed to execute conveyance deed.

13. Section 19(10) of the Act obligates the allottee to take possession of the subject plot within 2 months from the date of receipt of Completion

Certificate. In the present complaint, the Completion Certificate was granted by the competent authority on 09.12.2024 and offered possession of the plot to the complainants on the same date, i.e., 09.12.2024. So, it can be said that the complainants came to know about the Completion Certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished plot but this is subject to that the plot being handed over at the time of taking possession is in habitable condition.

14. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the Occupation Certificate/Completion Certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the plot in question. In view of above, the respondent shall execute the conveyance deed of the allotted plot within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act, failing which the complainants may approach the adjudicating officer for execution of order.

F.IV Direct the respondents to pay compensation.

15. The complainants are seeking relief w.r.t. compensation in the above-mentioned relief. Hon'ble Supreme Court of India in ***civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.,*** has held that an allottee is entitled to claim compensation & litigation charges under Sections 12,14,18 and Section 19

which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under Sections 12, 14, 18 and Section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under Section 31 read with Section 71 of the Act and Rule 29 of the Rules.

G. Directions of the Authority:

16. Hence, 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 the function entrusted to the authority under section 34(f):

i. No case for delay possession charges is made out under proviso to Section 18(1) of the Act.

ii. The respondent is directed to handover the possession of the allotted plot to the complainants complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the Completion Certificate in respect of the project has already been obtained by it from the competent authority.

iii. The respondent is directed to get the conveyance deed executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within a period of three months.

iv. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement dated 04.05.2024.

v. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

17. Complaint as well as applications, if any stands disposed of accordingly.

18. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026

HARERA
GURUGRAM