BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Order pronounced on: 18.09.2026

Name of Promoter		Eminence Townships India Pvt. Ltd	
Project Name		Eminence Kimberley Suites	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/678/2026	Ms Excel Hospitals Pvt. Ltd. V/S Eminence Townships India Pvt. Ltd	Prateek Bhardwaj (Complainant) Sumit Mehta (Respondent)
2.	CR/680/2026	Mohammad Arshad Waziri & Anr. V/S Eminence Townships India Pvt. Ltd	Prateek Rai (Complainant) Sumit Mehta (Respondent)

CORAM:	
Shri Arun Kumar	Chairman

ORDER

1. This order shall dispose of all the 2 complaints titled as above filed before this Authority in form CRA under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Eminence Kimberley Suites" being developed by the same respondent/promoter i.e., Eminence Townships India Pvt. Ltd. The terms

and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to delay possession charges, handing over of possession and conveyance deed.

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

Project: "Eminence Kimberley Suites", Sector-112, Gurugram						
1. Occupation certificate- 11.07.2019 ***2. DTCP License no.*** 35 of 2012 dated 22.04.2012 valid up to 21.04.2025 – KPS Colonisers Pvt. Ltd. is the licensee for the project. ***3. Nature of Project-*** Commercial Colony ***4. RERA registration-*** 74 of 2017 dated 21.08.2017 valid up to 30.12.2018; extended vide HARERA/GGM/REP/RC/74/2017/EXT/100/2019 dated 12.05.2019 valid up to 31.12.2020						
Sr. No.	**Complaint no./title/ date of filing complaint**	**Unit No. and area admeasuring**	**Date of execution of agreement for sale**	**Due Date of possession /Offer of possession**	**Total sale consideration and amount paid by the Complainant(s)**	**Relief Sought**
1.	**CR/678/2026** Ms Excel Hospitals Pvt. Ltd. through its Director V/s Eminence Townships India Pvt. Ltd. DOF-02.03.2026 RR-30.04.2026	C-0602, 6th Floor, Tower C (Page no. 16 of complaint) 601 sq. ft. (super area)	30.10.2013 (Page no. 17 of complaint)	Due date of possession-30.04.2017 Offer of Possession-20.07.2019 (As per pg. no. 64 of the reply)	**TSP:** Rs.39,55,782/- (As per BBA at page no. 22 of complaint) **AP:** Rs.39,59,046/- (As per demand letter dated 20.07.2019 at page no. 77 of reply)	Possession, CD, DPC

2.	**CR/680/2026** Mohammad Arshad Waziri & Anr. V/s Eminence Townships India Pvt. Ltd. DOF- 02.03.2026 RR- 30.04.2026	C-0206, 2nd Floor (Page no. 19 of complaint) 601 sq. ft. (super area)	04.12.2013 (Page no. 18 of complaint)	Due date of possession- 04.06.2017 Offer of Possession- 20.07.2019 (As per pg. no. 65 of the reply)	**TSP:** Rs.38,65,632/- (As per page no. 21 of complaint) **AP:** Rs.38,70,234/- (As per statement of account at page no. 67 of reply)	Possession, CD, DPC

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

Abbreviations	**Full form**
CD	Conveyance Deed
DPC	Delay Possession Charges
RR	Reply Received on
DOF	Date of filing complaint

4. The aforesaid complaints were filed by the complainants against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoters/respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/678/2026 titled as Ms Excel Hospitals Pvt. Ltd. V/S Eminence Townships India Pvt. Ltd*** are being taken into consideration for determining the reliefs of the allottee(s) qua setting aside of

cancellation, leasing of unit, payment of lease rental, delay possession charges and assured return.

A. Project and unit related details.

6. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/678/2026 titled as

Ms Excel Hospitals Pvt. Ltd. V/S Eminence Townships India Pvt. Ltd

S. No.	Particulars	Details
1.	Name of the project	Eminence Kimberley Suites, Sector 112, Gurugram
2.	Nature of the project	Commercial Colony
3.	Project Area	2.875 acres
4.	DTCP License No.	35 of 2012 dated 22.04.2012 valid up to 21.04.2025
5.	Name of Licensee	KPS Colonisers Pvt. Ltd.
6.	RERA Registered/ Not Registered	74 of 2017 dated 21.08.2017 valid up to 30.12.2018
	Extension of RERA registration	HARERA/GGM/REP/RC/74/ 2017/EXT/100/2019 Dated-12.05.2019 valid up to 31.12.2020
7.	Unit no.	C-0602, 6th Floor, Tower C (As per page no. 16 of the complaint)
8.	Unit admeasuring	601 sq. ft. (super area) (As per page no. 16 of the complaint)
9.	Allotment letter	09.05.2013 (As per page no. 16 of complaint)
10.	Date of execution of buyer's agreement	30.10.2013 (As per page no. 17 of the complaint)
11.	Possession clause	***Schedule for possession of the said unit*** *27.* ***The company based on its present plans and estimates and subject to all exceptions shall endeavor to complete the construction of the said project within 36 (thirty six) months (plus 6 months grace period) from the date of start of***

		the ground floor slab of the particular tower in which the booking is made, *subject to timely payment by the allottee(s) of sale price and other charges due and payable according to the payment plan applicable to him/her/them and/or as demanded by the company and subject to force majeure circumstances including but not limited to clauses 27 and 28. The possession of the said unit(s) shall, however, be offered only after grant of completion/occupation certificate from the competent Authority.* *(Emphasis supplied)* (As per page no. 28 of the complaint)
12.	Date of start of the ground floor slab	Document not on record
13.	Due date of delivery of possession	30.04.2017 (Due date has been calculated as 36 months from the date of execution of BBA plus grace period of 6 months)
14.	Total sale consideration	Rs.39,55,782/- (As per BBA on page no. 22 of the complaint)
15.	Total amount paid by the complainant	Rs.39,59,046 /- (As per demand letter dated 20.07.2019 on page 77 of reply)
16.	Occupation Certificate	11.07.2019 (As per page no. 62 of the complaint)
17.	Offer of possession	20.07.2019 (As per page no. 64 of the reply)

B. Facts of the complaint.

7. The complainants have made following submissions in the complaint:

i. That the respondent is the developer of the commercial colony known as "Eminence Kimberly Suites" (hereinafter referred to as the "Project"), situated at Sector-112, Village Bajghera, District Gurugram, Haryana. The project is developed on land admeasuring 2.875 acres under License No. 35 of 2012 dated 22.04.2012 issued by the Director, Town and Country Planning, Haryana. The project is registered with this Authority vide

Registration No. 74 of 2017 dated 21.08.2017, with Memo No. HRERA(Reg.)393/2017/398.

ii. That the complainant applied for the allotment of a unit in the aforesaid project vide application no. EG/KS112/C-0602. The respondent issued an allotment letter dated 09.05.2013, confirming the allotment of unit no. C-602 on the 6th floor, tower c, having a super area of approximately 601.00 Sq. ft. and strictly in accordance with the allotment letter, the unit was allotted under a specific payment plan, enclosed therein.

iii. That subsequently, a buyer's agreement was executed between the parties. As per clause 1 of the agreement, the respondent agreed to sell the said unit C-0602 @ Rs. 6582/- per sq. ft.. Annexure-III of the agreement confirms the "net payable" consideration for the unit as Rs. 43,28,139.00/-

iv. That the complainant has paid a total sum of Rs. 43,28,139.00/- towards the sale consideration, complying with the demands of the respondent. Explicitly acknowledging the receipt of payment, the respondent issued receipts dated 20.07.2019 and 03.09.2019.

v. That as per clause 27 of the buyer's agreement, the respondent was obligated to complete the construction within 36 months plus a 6-month grace period from the date of the start of the ground floor roof slab. Despite the lapse of the stipulated period, the respondent failed to offer valid possession.

vi. That the respondent obtained the occupation certificate for Tower-2, Tower-3, and the commercial block on 11.07.2019 vide Memo No. ZP-800/AD(RA)/2019/16519. However, even after obtaining the OC, the respondent has failed to execute the conveyance deed and hand over physical possession of the unit to the complainant.

vii. That the complainant is entitled to car parking space(s) as mentioned in the recitals of the agreement, which states the unit is allotted "along with no. 1 of car park(s) earmarked in the basement/open area". The complainant is willing to pay any requisite charges for the same as agreed, yet the possession of the said parking space has not been granted.

viii. That the complainant had invested a considerate amount of their hard-earned money, however, the respondent never paid any heed to their representations and requests to allot the said unit in his favour.

ix. That it is important to mention that the respondent has enjoyed the benefit of the complainant substantial investment as evident from the receipts issued by the respondent; however, neither possession was handed over nor conveyance deed is executed.

x. That the respondent company are only interested in grabbing payment from the gullible customers and dupe them from their hard-earned money.

xi. That the respondent company has committed various acts of omission and commissions by making incorrect and false statements in the advertisement materials as well as by committing other serious acts as mentioned in the preceding paragraphs. That this complaint has been made bona-fide and in the interest of justice. That Mr. Jamal Uddin Ahmad, director of the complainant company, is authorised vide Board Resolution dated 17.01.2026.

C. Relief sought by the complainants

8. The complainants have sought the following relief(s):

I. Direct the respondent company to send legal offer of possession after OC/CC and handover the physical possession of the Unit No. C-0602, 6th, Floor, Tower C, Eminence Kimberly Suites, Sector-112, Gurugram, along with the earmarked car parking in the basement; and

II. Direct the respondent to execute the conveyance deed of the Unit No. C-0602, 6th, Floor, Tower C, Eminence Kimberly Suites, Sector-112, Gurugram in favour of complainant; and

III. Direct the respondent to pay interest for every month of delay from the due date of possession until the actual handing over of the unit, calculated on the amount paid at the prescribed rate as per the HARERA Rules, 2017;

D. Reply by the respondent

9. The respondent has contested the complaint on the following grounds:

a. That the complainant has not approached this Authority with clean hands and have deliberately suppressed material facts, warranting the dismissal of the present complaint on the grounds of 'Suppressio Veri'.

b. It is stated that the complainant has correctly stated that the possession was required from the date of casting of ground floor roof slab of particular tower in which the unit is situated and the date of start of construction in which the unit of the complainant is situated, the ground floor roof slab got casted on 01.06.2014. However, it is stated that the project got delivered in a timely manner and any delay caused was governed with the other terms and conditions i.e. force majeure conditions and delay on account of conditions beyond the control of the respondent and accordingly, on account of government delays the due date of possession on account of multiple force majeure conditions as stated below was 05.06.2020.

c. That, the respondent applied for the revision of the building plan, in order to ensure a better and optimized building layout and better drainage systems in the building on 04.10.2016 and received an In-

principle approval for the same on 01.09.2017, whereafter the suggestions were invited from all the existing allottee (s) including the complainant, and it was only after due scrutiny of the compliance of the letter dated 01.09.2017 by the learned STP, the Learned Chief Town and Country Planning, Haryana at the office of Director, Town and country planning Department approved the Building Plan on 08.02.2018. Thus, thereby causing a delay of 493 days i.e. the intervening period between 01.04.2016 to 08.02.2018 on account of Departmental / Government Delays in approval of revised "Building Plan", thereby making the due date for offer of possession as 07.04.2019.

d. That further, immediate to receipt of the revised building plans, the respondent on 19.03.2018, applied for renewal of license for the said project, and it was only on 03.08.2018, the DTCP, Chandigarh reverted back to the respondent company with its demand, however, due to some accounting error on the part of DTCP, Chandigarh an erroneous demand of EDC / IDC charges got raised and further it was only on account of efforts of the respondent company, the said demand was rectified and reduced from Rs.488.93 lakhs to Rs.366.63 lakhs on 01-02-2019, thereby reducing the EDC / IDC dues by Rs. 122.30 Lakhs. It is noteworthy to state that in an event a wrong EDC / IDC charge would have got levied and payable by the allotees of the project including the present complainant and thus, it shall not be wrong to state that the respondents should not be penalized for acting in the interest of the customers. Irrespectively, due to the Governmental Delays caused due to incorrect EDC/IDC demands from 19.03.2018 till 01.02.2019, the period of delay of 319 Days is due to be exempted on account of Force

majeure conditions and the due date for possession stood extended upto 20.02.2020.

e. It is submitted that even post existence of the force majeure condition, and exemption on the said account, the respondent continued with the works at the project site and immediately upon receipt of Revised / Corrected EDC / IDC Demand and renewal of License on 13.03.2019, the Respondents applied for Part Occupancy Certificate to DGTCP, Haryana at Chandigarh on 27-03-2019 and subsequently the DGTCP, Haryana post its Inspection & as per provisions of applicable law, have already granted the occupancy certificate on 11.07.2019. It is further submitted that the period taken by the Government Office for grant of part occupancy certificate from the date of application is also covered under force majeure conditions and thus the period for offer of possession stood further, extended by 106 days and the due date for possession got extended upto 05.06.2020.

f. That it is noteworthy to state here that even after existence of the force majeure condition and numerous occasions of ban of construction by NGT and other district authorities due to increase in pollution levels, the respondent was excessively diligent in executing the works thus, the possession of the unit was offered soon after the occupancy certificate dated 11.07.2019 and hence, the possession was given well before the due date for offer of possession and the offer of possession was issued by the respondent in the name of the complainant on 20.07.2019. Thus, the offer of possession was given to the complainant in a timely manner and even before lapse of the agreed time period as specified in the application form & buyer's agreement. Thus, the complaint is liable to be dismissed on this account itself.

g. That in accordance with the terms of the buyer's agreement, the offer of possession was duly issued on 20.07.2019, well within the stipulated timelines. Upon issuance of the offer of possession, no dues whatsoever remain payable from the side of the complainant, and the complainant has been repeatedly requested to take physical possession of the unit. However, it is the complainant who has deliberately failed and refused to take handover, despite the unit being complete and ready for occupation. It is submitted that once timely possession has been offered, the question of levy or payment of any alleged delay possession charges on the respondent does not arise. The complainant's not accepting the possession of the unit, despite there being no outstanding dues, hence, no delay is attributable to the respondent, which clearly demonstrates that the present complaint has been filed with ulterior motives and is wholly misconceived. Accordingly, the complaint deserves to be dismissed with appropriate directions to the complainant to take physical possession of the unit already offered.

h. It is pertinent to submit that the respondent had issued a final reminder dated 03.03.2026 to the complainant(s), calling upon them to clear the outstanding dues, maintenance charges and applicable interest and to complete the necessary documentation required for registration of the unit. However, the complainant(s) failed to comply with the said final reminder and continued to ignore the requests of the respondent. Despite repeated communications, the complainant(s) neither accepted the offer of possession nor cleared the outstanding dues payable in respect of the unit, thereby failing to fulfil their contractual obligations under the buyer's agreement.

i. That as per the customer ledger dated 23.04.2025 maintained by the respondent, the total amount raised towards the sale consideration of the unit along with applicable taxes aggregates to Rs.43,28,145.90, against which a sum of Rs.43,28,145.86 stands credited/paid by the complainant. Thus, the principal consideration amount has substantially been discharged and only a nominal balance of ₹0.04 remains under the sale consideration head. However, subsequent charges payable under the terms and conditions of allotment have been duly raised in the complainant's account and remain unpaid. As reflected in the customer ledger dated 23.04.2025 maintained by the respondent, a sum of Rs.8,93,566.80 has been debited towards maintenance and allied charges, which continues to remain outstanding in the complainant's account. Consequently, the aforesaid amount of Rs.8,93,566.80 is presently due and payable by the complainant to the respondent as per the respondent's records. The respondent reiterates that upon clearance of the said outstanding dues by the complainant, the respondent shall proceed with the execution of the conveyance deed in accordance with the terms and conditions governing the allotment of the unit.

j. That furthermore in accordance with catena of judgements passed by the Hon'ble Supreme Court, that at places where the complainant / buyers are in default of their payment obligations under the terms of the buyer agreement, they cannot claim for any relief.

k. That the present complaint is not maintainable as it is devoid of true and correct facts and is, therefore, liable to be dismissed at the very threshold. The project already stands duly completed and the offer of possession has been duly issued to the complainant. The claim raised

is wholly premature, misconceived, frivolous, and vexatious, particularly in view of the fact that no default whatsoever can be attributed to the Respondent.

l. That despite delayed payments from the complainant, the above-named respondent, the possession of the allotted unit has been offered more than 06 years back and the complainant has no dues payable and the complainant is not taking the physical possession of the unit already offered, and the complainant is at fault and thus, the present bogus and unfounded complaint against the respondent is liable to be dismissed with heavy cost.

10. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the Authority

11. 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

12. 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

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

14. 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.

I. Direct the respondent company to send legal offer of possession after OC/CC and handover the physical possession of the Unit No. C-0602, 6th, Floor, Tower C, Eminence Kimberly Suites, Sector-112, Gurugram, along with the earmarked car parking in the basement; and

II. Direct the respondent to execute the conveyance deed of the Unit No. C-0602, 6th, Floor, Tower C, Eminence Kimberly Suites, Sector-112, Gurugram in favour of complainant; and

III. Direct the respondent to pay interest for every month of delay from the due date of possession until the actual handing over of the unit, calculated on the amount paid at the prescribed rate as per the HARERA Rules, 2017;

15. The complainant is seeking delayed possession charges and direction for execution of conveyance deed as per the terms of the agreement for sale dated 30.10.2013. It is pleaded by the complainants that the respondent has not complied with the terms and conditions of the said agreement for sale.

16. In the present complaint, the complainants intend to continue with the project and are seeking possession of the subject unit and delay possession charges as provided under the provisions of section 18(1) of the Act which 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"*

17. **Due date of possession:** As per clause 27 of the BBA dated 30.10.2013, the respondent/promoter has proposed to handover possession of the subject unit within a period of 3 years from the date of start of the ground floor slab of the particular tower in which the booking is made plus 6 months grace period. The respondent vide its reply has submitted that the ground floor slab of the particular tower in which the unit of the complainants is situated was casted on 01.06.2014. However, no document to substantiate the claim of the respondent has been placed on record. In view of the above, the due date is being calculated as 36 months from the date of execution of buyer's agreement i.e. 30.10.2013. Further, the said grace period of 6 months is allowed to the respondent being unqualified. Therefore, the due date of possession comes out to be 30.04.2017.

18. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. Proviso to section 18

provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

> ***"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***
> *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"*

19. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules has determined the prescribed rate of interest. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 18.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80% per annum.

20. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> ***"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.***
> *Explanation. —For the purpose of this clause—*
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the*

date the allottee defaults in payment to the promoter till the date it is paid;"

21. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% p.a. by the respondent/promoter which is the same as is liable to be paid to the complainants in case of delay possession charges.

22. On consideration of documents available on record and submissions made by the complainants and the respondent, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The possession of the subject unit was to be delivered by 30.04.2017. The occupation/completion certificate of the project in question has been obtained by the respondent on 11.07.2019 and the possession of the unit was offered to the complainants on 20.07.2019. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

23. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 11.07.2019. The respondent offered the possession of the unit in question to the complainants only on 20.07.2019, so it can be said that the complainants came to know about the occupation 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. These 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit, but this

is subject to that the unit being handed over at the time of taking possession is in habitable condition.

24. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent/promoter is established. As such the complainants are entitled to delay possession charges at prescribed rate of interest i.e., 10.80% p.a. w.e.f. 12.03.2017 till offer of possession dated 20.07.2019 plus two months as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act.

25. The occupation/completion certificate has already been obtained by the respondent on 11.07.2019. Therefore, the respondent/promoter is directed to handover the possession of the unit to the complainants/allottee in terms of the agreement for sale executed between them on payment of outstanding dues if any, within 60 days.

26. Further the complainant is seeking relief w.r.t execution of conveyance deed of the unit in question in their favour. The Authority observes that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas, as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question.

G. Directions of the Authority

27. 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. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80% per annum for

every month of delay from due date of possession i.e., 30.04.2017 till offer of possession dated 20.07.2019 plus two months, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act.

II. The respondent/promoter is directed to handover possession of the unit to the complainants/allottee in terms of the agreement for sale dated 30.10.2013 executed between them on payment of outstanding dues if any, within 60 days. The respondent is further directed to get the conveyance deed of the allotted unit executed in their favour in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

III. The respondent shall not charge anything from the complainants which is not part of the agreement for sale dated 30.10.2013. The respondent is not entitled to charge holding charges and Labour cess from the complainant/ allottee at any point of time even after being part of the agreement for sale as per law settled by ***Hon'ble Supreme Court in Civil Appeal nos. 3864-3889/2020 on 14.12.2020.***

IV. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per section 2(za) of the Act.

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

28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
29. The complaints stand disposed of.
30. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated : 18.09.2026

HARERA
GURUGRAM