BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**679 of 2026**
Date of filing	**:**	**02.03.2026**
Date of decision	**:**	**18.09.2026**

Akhtar Ali Ansari
R/o: - Chamber No. 86, Ak Sen Block,
Supreme Court Of India, New Delhi — **Complainant**

Versus

M/s Eminence Townships India Pvt. Ltd.
R/o:- H-3/157, 2nd Floor, Vikaspuri, New Delhi-110018 — **Respondent**

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Shri Prateek Rai (Advocate) — **Counsel for Complainant**
Shri Sumit Mehta (Advocate) — **Counsel for Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee 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

provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

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-0207, floor 02, tower -C (As per page no. 18 of the complaint)
8.	Unit admeasuring	601 sq. ft. (super area) (As per page no. 18 of the complaint)
9.	Allotment letter	19.06.2013 (As per page 18 of complaint)
10.	Date of execution of buyer's agreement	21.11.2013 (As per page no. 20 of the complaint)
11.	MoU	Dated 17.05.2014 (As per page 50 of compliant)
12.	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. 31 of the complaint)
13.	Date of start of the ground floor slab	Document not on record
14.	Due date of delivery of possession	21.05.2017 (Due date has been calculated as 36 months from the date of execution of BBA plus grace period of 6 months)
15.	Assured return clause	*D. The First Party agrees to provide a Gross Monthly Assured Return to the* ***Second Party at the rate of 10% per annum on amount of Rs. 34,18,605/-*** *(Rupees Thirty Four Lacs Eighteen Thousand Six Hundred Five only), which is the Basic Amount Paid + Club charges (i.e. amount excluding service tax, Vat, EDC/IDC Charges, Preferential Location Charges, IFMS) by the Second Party.* ***The monthly return amount to Rs. 28,488/- (Rupees Twenty Eight Thousand Four Hundred Eighty Eight only), in the form of monthly cheques to be paid from the next month of the date of payment made for the 'Unit'*** *by the Second Party, and shall continue to give such Monthly Assured Return,* ***till the***

		date of offer of possession is made by the First Party. *The assured return shall be subject to Tax Deduction at Source as applicable from time to time.* (As per MoU on page 50 of complaint)
16.	Total sale consideration	Rs.38,65,632/- (As per BBA on page no. 25 of the complaint)
17.	Total amount paid by the complainant	Rs.38,52,990/- (As per page 50 of complaint)
18.	Occupation Certificate	11.07.2019 (As per page no. 78 of the complaint)
19.	Offer of possession	18.07.2019 (As per page no. 55 of the reply)
20.	Reminder / Demand Letter	08.01.2014, 18.07.2019, 03.03.2026 (As per page 58,59,61 of reply respectively)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

a. That the respondent is the developer of the commercial colony known as Eminence Kimberly Suites" 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 Hon'ble Authority vide Registration No. 74 of 2017 dated 21.08.2017, with Memo No. HRERA(Reg.)393/2017/398.

b. That the complainant applied for the allotment of a unit in the aforesaid project vide application no. 0134. The respondent issued an allotment letter dated 19.06.2013, confirming the allotment of unit no. C-0207 on the 2nd floor, 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.

c. 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-0207 @ Rs. 6432/- per sq. ft. The structure of payments of the agreement confirms the "net payable" consideration for the unit as Rs. 39,39,672.00/-.

d. That the complainant has paid a total sum of Rs. 38,52,990/- towards the sale consideration, complying with the demands of the respondent. Explicitly acknowledging the receipt of payment, the respondent entered into a memorandum of understanding dated 17.05.2014 with the complainant. The recital c of the said mou explicitly admits that the "second party" has made a payment of Rs. 38,52,990/- as of May 2014 and thereafter paid complete remaining consideration amount of the said unit but the respondent has failed to perform its reciprocal promises. The said MOU also admits to pay gross monthly assured return at the agreed rate of Rs. 28,488/- per month.

e. 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.

f. 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 or hand over physical possession of the unit to the complainant.

g. 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. 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.

h. 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.

i. That it is important to mention that the respondent have enjoyed the benefit of the complainant substantial investment while providing neither the promised possession as per the MOU nor the promised income for indefinite period.

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

k. 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.

C. Relief sought by the complainant:

4. The complainant has sought 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-0207, 2nd floor, Eminence Kimberly Suites, Sector-112, Gurugram, along with the earmarked car parking in the basemen.

II. Direct the respondent to execute the conveyance deed of the unit no. c-0207, 2nd floor, Eminence Kimberly Suites, Sector-112, Gurugram in favour of complainant.

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; and

IV. Direct the respondent to pay the outstanding arrears of the assured return at the agreed rate of Rs. 28,488/- per month, as stipulated in the memorandum of understanding dated 17.05.2014 up to the date of actual handover of possession, with interest.

D. Reply by the respondent

5. 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. It is submitted that the complainant has defaulted on the material obligations as defined under the buyer's agreement dated 21.11.2013 and has even failed to make the due payments payable by the complainant upon offer of possession. It is pertinent to state here that the offer of possession of the said unit was made within the time limit as agreed upon in the buyer's agreement and further the complainant after availing the benefits of "assured return" to the tune of Rs. 28,488/- per month has now been avoiding the due payments as payable by the complainant under the buyer's agreement.

b) That the unit of the segment falls under the service segment of the project and as per clause 27 of the buyer's agreement, the said unit was to be delivered within 42 months from the date of start of stilt/ground

floor roof slab of the particular tower in which the unit is located. It is stated that the casting of ground floor roof slab of the service segment started on 01.06.2014. However, it is stated that this date of possession 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, whereas, on the contrary, the unit was delivered on 18.07.2019 i.e. 11 months prior to the due date of delivery. Thus, the respondent is at no fault whatsoever and has complied with the terms of buyer's agreement.

c) That in addition to the buyer's agreement, the parties had executed a memorandum of understanding dated 17.05.2014, in terms whereof the respondent had agreed to pay a monthly assured return of Rs. 28,488/- to the complainant. It is submitted that the respondent has duly honoured its obligations under the said mou and the assured return amounts were regularly paid to the complainant in accordance with the agreed terms. It is further submitted that the balance assured return amount of Rs. 2,52,771/- , which remained payable, has already been adjusted towards the outstanding dues payable by the complainant in respect of the subject unit. Even after giving effect to the aforesaid adjustment, a sum of Rs. 6,40,795.80/- continues to remain outstanding and payable by the complainant to the respondent, as reflected in the customer ledger maintained by the respondent. It is further pertinent to mention that as per clause e of the said mou, the respondent's liability to pay assured return stood fully discharged upon issuance of the offer of possession dated 18.07.2019, and consequently no assured return

was payable thereafter. Accordingly, it is respectfully submitted that the complainant has failed to discharge the outstanding dues and has also not taken possession of the said unit despite the issuance of the offer of possession. The present allegations made by the complainant are therefore misconceived, baseless and liable to be rejected.

d) That, the respondent applied for the renewal of license of the project site but for the reasons best known to DTCP a reply on the same was received by the petitioner only on 03.08.18, with wrong figures of EDC/IDC and finally after long chase and follow-up only the revised demand was received from the office of DTCP on 01.02.2019, following which EDC/IDC has been paid and even the future instalments of the same has been paid in advance by the petitioner. It is stated that during this period the petitioner could not apply for occupancy certificate, even after work at project site was completed. Force Majeure continued from 19.03.2018 till 01.02.2019.

e) 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 execution the works thus, the possession of the unit was offered soon after 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 18.07.2019. 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.

f) It is further submitted that the cause of action, if any, arose upon the issuance of the offer of possession on 18.07.2019, and the present complaint has been filed in the year 2026, i.e., after a delay of more than 6 years. As per Section 18 of the Real Estate (Regulation and Development) Act, 2016, read with applicable limitation principles, the complainant was required to act within a reasonable time upon receipt of the offer of possession. The complainant having sat over the matter for over 6 years without taking possession or raising any formal grievance through appropriate legal channels, the present complaint is clearly barred by delay and laches. Reliance is placed on the settled principle that a party cannot be permitted to take advantage of its own default and then turn around to claim relief against the other party.

g) That the complaint filed by the present complainant, is bogus and vicious, as the complainant, has not disclosed the fact that the complainant have failed to make the payment of due instalments in a timely manner and are in default. It is stated that the entire project of the respondent company depends upon timely payments by all investors and the conduct of the complainant had jeopardised the viability of entire project. It is pertinent to mention that the respondent company has diligently invested all the money collected from the investors in the project itself and even after repeated reminders / demand Letters issued to the complainant, the complainant failed to make the payment of the dues as payable under the buyers agreement, but the same was ignored by the complainant and the complainant acted in default of payments.

h) 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.

i) 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.

j) It is pertinent to mention here, 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 dues payable in respect to the due instalments and interest and the complainant purely in a fit of rage in order to evade from his liability in respect to the payment of his dues, interest applicable on the due installments and monthly maintenance amount has filed the present bogus and unfounded complaint against the respondent. It thus, the same is liable to be dismissed with heavy cost.

6. 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

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real

Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

9. 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.*

10. 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

I. Direct the respondent company to send legal offer of possession after OC/CC and handover the physical possession of the unit no. c-0207, 2nd floor, Eminence Kimberly Suites, Sector-112, Gurugram, along with the earmarked car parking in the basemen.

II. **Direct the respondent to execute the conveyance deed of the unit no. c-0207, 2nd floor, Eminence Kimberly Suites, Sector-112, Gurugram in favour of complainant.**

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; and**

IV. **Direct the respondent to pay the outstanding arrears of the assured return at the agreed rate of Rs. 28,488/- per month, as stipulated in the memorandum of understanding dated 17.05.2014 up to the date of actual handover of possession, with interest.**

11. The above-mentioned reliefs sought by the complainant are being taken together, as the findings in one relief will necessarily affect the outcome of the others and the same being interconnected.

12. The present complaint pertains to the allotment of unit no. C-0207, admeasuring 601 sq. ft. situated on the 2nd floor of the project namely "Eminence Kimberley Suites", Sector 112, Gurugram, being developed by the respondent/promoter. The complainant was issued a allotment letter dated 19.06.2013, followed by execution of the buyer's agreement dated 21.11.2013. As per the particulars placed on record, the due date for handing over possession of the unit was 21.05.2017, whereas the occupation certificate for the project was obtained by the respondent on 11.07.2019 and an offer of possession was issued to the complainant on 18.07.2019. The complainant has stated that, against the basic sale consideration of Rs. 38,65,632/-, he has already paid a sum of Rs. 38,52,990/- to the respondent. However, despite issuance of the offer of possession dated 18.07.2019, the complainant has alleged that the respondent has failed to hand over the actual physical possession of the unit in a habitable condition and has raised further demands towards various charges, including fit out charges.

13. In the present complaint, the assured return was payable as per clause D of the MoU dated 17.05.2014, which is reproduced below for the ready reference:

> *Clause D*
> *"The First Party agrees to provide a Gross Monthly Assured Return to the* ***Second Party at the rate of 10% per annum on amount of Rs. 34,18,605/-*** *(Rupees Thirty Four Lacs Eighteen Thousand Six Hundred Five only), which is the Basic Amount Paid + Club charges (i.e. amount excluding service tax, Vat, EDC/IDC Charges, Preferential Location Charges, IFMS) by the Second Party.* ***The monthly return amount to Rs. 28,488/- (Rupees Twenty Eight Thousand Four Hundred Eighty Eight only), in the form of monthly cheques to be paid from the next month of the date of payment made for the 'Unit'*** *by the Second Party, and shall continue to give such Monthly Assured Return,* ***till the date of offer of possession is made by the First Party.*** *The assured return shall be subject to Tax Deduction at Source as applicable from time to time."*

14. Thus, as per the abovementioned clause the assured return was payable @Rs.28,488/- per month from the next month of the date of payment made for the unit till the offer of possession as per clause D of the MoU.

15. In light of the above, the Authority is of the view that as per the MoU dated 17.05.2014, it was obligation on part of the respondent to pay the assured return till the offer of possession is made for the subject unit. The occupation certificate for the project in question was obtained by the respondent on 11.07.2019. Accordingly, the respondent/promoter is liable to pay assured return to the complainants at the agreed rate i.e., @Rs.28,488/- from the next month of the date of payment made for the unit till the offer of possession as per clause D of the MoU after deducting the amount already paid on account of assured return to the complainants.

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 21.11.2013, 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. 21.11.2013. 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 21.05.2017.

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%.

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 being granted 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 within stipulated time i.e., by 21.05.2017.

23. However now, the proposition before the Authority is whether the allottee who is getting/entitled for assured return even after expiry of due date of possession, can claim both the assured return as well as delayed possession charges?

24. To answer the above proposition, it is worthwhile to note that the assured return is payable to the allottees in terms of the provisions of the MoU dated 17.05.2014. In the present case, the promoter had agreed to pay a fixed monthly assured return on the total amount received from the complainants. The assured return in this case is payable as per clause D of the "Memorandum of Understanding". The rate at which assured return has been committed by the promoter is Rs.28,488/- per month till the offer of possession which is more than reasonable in the present circumstances. If we compare this assured return with delayed possession charges payable under proviso to Section 18(1) of the Act, 2016, the delayed possession charges is much better i.e., assured return in this case is payable at Rs.28,488/- per month till completion of building whereas the delayed possession charges are payable approximately Rs.34,676.91/- per month.

25. Accordingly, the Authority decides that in cases where assured return is reasonable and comparable with the delayed possession charges under section 18 and assured return is payable even after the date of completion of the project, then the allottees shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation. A comparison between the assured return stipulated under the MoU and the delayed possession charges payable under

the proviso to Section 18(1) of the Act, 2016 reveals that the delayed possession charge is more beneficial to the allottee.

26. 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. 21.05.2017 till offer of possession plus dated 18.07.2019, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act.

27. 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.

28. 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. 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.

G. Directions of the Authority

29. 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., 21.05.2017 till offer of possession dated 18.07.2019 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 21.11.2013 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 21.11.2013. 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.

30. Complaint stands disposed of.

31. File be consigned to registry.

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