



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

<b>PROCEEDINGS OF THE DAY</b>		<b>99</b>
Day and Date	Tuesday and 16.12.2025	
Complaint No.	CR/820/2024 Case titled as Deepak Saluja and Sapna Saluja VS Landmark Apartments Private Limited	
Complainant	Deepak Saluja and Sapna Saluja	
Represented through	Shri Garv Malhotra Advocate	
Respondent	Landmark Apartments Private Limited	
Respondent Represented	Shri Amarjeet Kumar Advocate	
Last date of hearing	04.12.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings</b>		
<p>The present complaint was filed on 07.03.2024 and registered as complaint no. 820 of 2024 and the reply on behalf of respondent has not been received till date.</p> <p>The respondent filed an application for dismissal of complaint on 25.07.2024 as conveyance deed for the unit of the complainant was executed in April, 2023 and as per section 11(4) of the Act of 2016, the obligation of the respondent-promoter is limited till the time of execution of conveyance deed. The complaint was filed in March, 2023 for delay possession charges that is a year after the execution of conveyance deed, hence not maintainable.</p> <p>On 12.12.2024, the complainants have filed a reply to the application for dismissal filed by the respondent stating that though the respondent the possession was taken over by the complainants under duress and on inspection it was found that the unit is not habitable, moreover the amenities as specified in buyer's agreement were not provided to the complainants. So,</p>		

they are entitled for delay possession charges as well as the amenities as promised by the respondent.

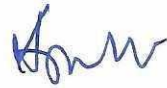
The counsel for the complainants states that the complainants even after execution of conveyance deed the car parking as mentioned in the BBA has not been allotted to the complainants till date and the complainants are seeking the specific car parking no. in terms of the BBA. However, the counsel for the respondent states that conveyance deed has already been executed and nothing is mentioned about the car parking space in the conveyance deed which has been duly signed by the complainants.

Arguments heard.

The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.80% p.a. for every month of delay from the due date of possession i.e. 27.11.2017 till valid offer of possession i.e. 11.11.2022 plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules, after adjusting the amount of assured return already paid by the respondent to the complainant. In this case conveyance deed has already been executed between the parties on 09.03.2023.

Detailed order will follow. Matter stands disposed off.

  
P.S. Saini  
Member

  
Arun Kumar  
Chairman  
16.12.2025