

19. Rights and duties of allottees

(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter.

(2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for sale.

(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (I) of sub-section (2) of section 4.

(4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.

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**(5) The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the apartment or plot or building as the case may be, by the promoter.**

**(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.**

**(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).**

**(8) The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee.**

**(9) Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.**

**(10) Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be.**

**(11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the**

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case may be, as provided under sub-section (1) of section 17 of this Act.

19(1): Right to information on sanctioned plans

An allottee has the right to get details about sanctioned plans, layout plans, specifications approved by the competent authority, and any other information provided under the Act, rules, regulations, or the sale agreement with the promoter. [*Section 19(1), Real Estate (Regulation and Development) Act, 2016*]

19(2): Right to know stage-wise project schedule

An allottee has the right to be informed about the stage-wise timeline for project completion, including arrangements for water, sanitation, electricity, and other agreed amenities and services, as per the terms of the sale agreement with the promoter. [*Section 19(2), Real Estate (Regulation and Development) Act, 2016*]

19(3): Right to possession

An allottee has the right to take possession of the apartment, plot, or building, as applicable. The association of allottees has the right to take possession of the common areas, as declared by the promoter under Section 4(2)(1)(C). [*Section 19(3), Real Estate (Regulation and Development) Act, 2016*]

19(4): Right to refund with interest and compensation

If the promoter fails to hand over possession of the apartment, plot, or building as per the sale agreement, or if possession cannot be given because the promoter's business is discontinued due to suspension or revocation of registration under this Act, the allottee is entitled to claim a refund of the amount paid, along with the prescribed interest and compensation as provided under

the Act. [Section 19(4), *Real Estate (Regulation and Development) Act, 2016*]

19(5): Right to documents and plans after possession

After taking physical possession of the apartment, plot, or building, the allottee is entitled to receive the necessary documents and plans, including those related to the common areas, from the promoter. [Section 19(5), *Real Estate (Regulation and Development) Act, 2016*]

19(6): Duty to make payments and bear charges

An allottee who has entered into a sale agreement under Section 13 must make the required payments in the manner and within the time specified in the agreement. The allottee must also timely pay their share of registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and any other applicable charges. [Section 19(6), *Real Estate (Regulation and Development) Act, 2016*]

19(7): Liability to pay interest for delayed payment

If an allottee delays payment of any amount or charges under Section 19(6), they must pay interest at the prescribed rate for the period of delay. [Section 19(7), *Real Estate (Regulation and Development) Act, 2016*]

19(8): Mutual reduction of payment obligations or interest

The allottee's obligations under Section 19(6) and their liability to pay interest under Section 19(7) may be reduced if mutually agreed upon between the promoter and the allottee. [Section 19(8), *Real Estate (Regulation and Development) Act, 2016*]

19(9): Duty to participate in formation of association

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Every allottee must take part in forming an association, society, cooperative society, or a federation of allottees for the apartment, plot, or building, as applicable. [Section 19(9), *Real Estate (Regulation and Development) Act, 2016*]

#### **19(10): Duty to take possession within two months**

Every allottee must take physical possession of the apartment, plot, or building within two months from the date the occupancy certificate is issued for it. [Section 19(10), *Real Estate (Regulation and Development) Act, 2016*]

#### **19(11): Duty to participate in registration of conveyance deed**

Every allottee must take part in registering the conveyance deed for the apartment, plot, or building, as required under Section 17(1) of the Act. [Section 19(11), *Real Estate (Regulation and Development) Act, 2016*]

#### **Interpretations:**

**Ram Kumar Sharma & Anr. v. Abhishek Tiwari & Ors. (25-Sep-2020) — Allottees’ Payment Default and Promoter’s Obligation to Deliver Possession:** The Tribunal held that the appellants (allottees) had failed to comply with the agreed payment schedule under the Agreement for Sale, thereby causing delay in construction. Relying on Section 19(6)–(7) of the Real Estate (Regulation and Development) Act, 2016, the Tribunal affirmed that allottees must make timely payments and are liable for interest on delays. The Adjudicating Officer’s directions—requiring payment of outstanding dues with 10% interest plus GST within 30 days, and obligating the promoter to deliver possession and execute sale deeds, or else pay ₹15,000 monthly rent to each allottee—were upheld. The Tribunal also clarified that any transfers during pendency of the appeal are void under

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the doctrine of lis pendens. Appeals were dismissed. [*Ram Kumar Sharma & Nishant Kumar Singh v. Abhishek Tiwari, TNC 2020 (9) 13, REAT Appeal Nos. 17/2019, 10/2020 & 11/2020, BREAT: 25-Sep-2020*]

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