

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,  
GURUGRAM**

Date of decision: 03.11.2023

NAME OF THE BUILDER		Perfect Buildwell Private Limited	
PROJECT NAME		Zara Aavaas	
S. No.	Case No.	Case title	Appearance
1	CR/6993/2022	Shyam Sharma V/s Perfect Buildwell Private Limited	Mr. Vijay Partap Singh
2	CR/6991/2022	Gagan Makin V/s Perfect Buildwell Private Limited	Mr. Vijay Partap Singh
3	CR/6998/2022	Ankush Sunami V/s Perfect Buildwell Private Limited	Mr. Vijay Partap Singh
4	CR/6997/2022	Kapil Deo Thakur V/s Perfect Buildwell Private Limited	Mr. Vijay Partap Singh

**CORAM:**

Shri Sanjeev Kumar Arora

**Member****ORDER**

1. This order shall dispose of the 4 complaints titled above filed before this authority 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.

- 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, Zara Aavaas situated at Sector-104, Dwarka Expressway Gurugram being developed by the same respondent/promoter i.e., Perfect Buildwell Private Limited. The terms and conditions of the buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter seeking delayed possession charges of the allotted units.
- The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>"Zara Aavaas" at sector 104 Dwarka Expressway, Gurgaon, Haryana.</b>
<b>Project area</b>	5 acres
<b>DTCP License No.</b>	12 of 2014 dated 10.06.2014 valid upto 09.12.2019
<b>Name of Licensee</b>	M/S Perfect Buildwell Pvt. Ltd.
<b>RERA Registration</b>	Registered (152 of 2017 Dated 28.08.2017)
<b>Possession Clause: Time of Handing Over Possession</b>	
<p><i>3(1) Unless a longer period is permitted by the DGTCP or in the policy and subject to the force majeure circumstances as stated in clause 16 hereof, intervention of statutory authorities, receipt of occupation certificate and timely compliance by the Apartment Buyer(s) of all his/her/their obligations, formalities and documentation as prescribed by the Developer from time to time and not being in default under any part of this Agreement, including but not limited to timely payment of installments of the total cost and other charges as per the payment plan, stamp duty and registration charges, <b>the Developer proposes to offer possession of the Said Apartment to the Apartment Buyer(s) within 4(four) years from the date of approval of building plans or grant of environment clearance, whichever is later.</b></i></p>	
<b>Occupation Certificate: 04.12.2019</b>	



**Tower 1, 3 17 & 18 :** Stilt/ Ground Floor to 14<sup>th</sup> Floor

**Tower 2:** Stilt/ Ground Floor to 14<sup>th</sup> Floor

**Tower 4 to 16:** Ground Floor to 3<sup>rd</sup> Floor

**Tower 19:** Stilt/ Ground Floor to 11<sup>th</sup> Floor

**Commercial 1:** Only on Ground

**Commercial 2:** Ground Floor to 2<sup>nd</sup> Floor

**Offer of Possession:** 01.08.2020

Sr. No	Complain t No., Case Title, and Date of filing of complain t	Date of apartme nt buyer agreeme nt	Unit No.	Unit adme asurin g	Due date of Possessi on / Offer (Date) of possessio n/ Possessi on Hnadove r	Total Sale Conside ration / Total Amount paid by the complai nant	Relief Sought
1.	CR/6993 /2022  Shyam Sharma V/s Perfect Buildwell Private Limited  <b>DOF:</b> 10.11.20 22  <b>Reply Status:</b> 16.01.20 23	BBA 01.12.20 15  Allotmen t Letter: 24.10.20 15	06, 04 <sup>th</sup> Floor, Tower 1	569 sq. ft.	09.03.20 19  [calculat ed from the date of environ ment clearance , being later]/  Offer of possessi on 01.08.20 2  Possessi on handove r	TSC: - Rs. 23,20,5 00/-  AP: - Rs. 23,40,8 05/-	1. DPC 2. Execu te Conve yance deed



					19.09.20 20		
2.	CR/6991 /2022  Gagan Makin V/s Perfect Buildwell Private Limited  <b>DOF:</b> 11.11.20 22  <b>Reply Status:</b> 21.03.20 23	BBA 30.04.20 16  Allotmen t Letter 24.10.20 15	02 08 <sup>th</sup> Floor Tower 18	569 sq. ft.	09.03.20 19  [calculat ed from the date of environ ment clearance , being later]/  Offer of possessi on 29.02.20 20  Possessi on handove r 30.05.20 20	TSC:- Rs. 23,20,5 00  AP:- Rs. 24,43,1 94	1. DPC 2. Execu te Conve yance deed
3.	CR/6998 /2022  Ankush Sunami V/s Perfect Buildwell Private Limited  <b>DOF:</b> 11.11.20 22	BBA 01.12.20 15  Allotmen t Leter: 24.10.20 15	02, 07 <sup>th</sup> Floor Tower 3	569 sq. ft.	09.03.20 19  [calculat ed from the date of environ ment clearance , being later]/  Possessi on	TSC: - Rs. 23,20,5 00/-  AP: - Rs. 23,34,4 31/-	1. DPC 2. Execu te Conve yance deed



	<b>Reply Status:</b> 21.03.20 23				handover 22.02.20 20  Offer of possession 21.01.20 20		
4.	CR/6997 /2022  Kapil Deo Thakur V/s Perfect Buildwell Private Limited  <b>DOF:</b> 10.11.20 22  <b>Reply Status:</b> 16.01.20 23	BBA 01.12.20 15  Allotment Letter: 20.10.20 15	01, 04 <sup>th</sup> Floor, Tower 11	301 sq. ft.	09.03.20 19  [calculated from the date of environment clearance, being later]/  Offer of possession 14.03.20 20  Possession handover 13.06.20 20	TSC: - Rs. 12,36,5 00/-  AP: - Rs. 12,36,5 00/-	1.DPC 2. Execute conveyance deed

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

**Abbreviation Full form**

TSC Total Sale consideration

AP Amount paid by the allottee(s)

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/6993/2022 titled Shyam Sharma V/s Perfect Buildwell Private Limited** are being taken into consideration for determining the rights of the allottee(s).

**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/6993/2022 titled Shyam Sharma V/s Perfect Buildwell Private Limited**

S. N.	Particulars	Details
1.	Name of the project	Zara Aavaas, Sector 104, Dwarka Expressway, Gurugram
2.	Nature of the project	Affordable Group Housing Colony
3.	Project area	5 acres
4.	DTCP license no. and validity status	12 of 2014 dated 10.06.2014 valid till 09.12.2019
5.	Name of licensee	M/S Perfect Buildwell Pvt. Ltd.
6.	RERA Registered/ not registered	Registered (152 of 2017 Dated 28.08.2017)
7.	Apartment no.	06, floor 04, tower 01 admeasuring 569 sq. ft. (carpet Area) 89 sq. ft. (balcony area) (Page no. 15 of complaint)





8.	Unit area admeasuring	569 sq. ft. (carpet Area) 89 sq. ft. (balcony area)
9.	Date of allotment letter	24.10.2015 (Page no. 15 of complaint)
10.	Date of builder buyer agreement	01.12.2015 (Page no. 16 of complaint)
11.	Date of Building plan approval	08.12.2014 (Page no. 94 of reply)
12.	Date of environmental Clearance	09.03.2015 (Page no. 20 of reply)
13.	Possession Clause	<b>3.Possession 3(1) Unless a longer period is permitted by the DGTCP or in the policy and subject to the force majeure circumstances as stated in clause 16 hereof, intervention of statutory authorities, receipt of occupation certificate and timely compliance by the Apartment Buyer(s) of all his/her/their obligations, formalities and documentation as prescribed by the Developer from time to time and not being in default under any part of this Agreement, including but not limited to timely payment of installments of the total cost and other charges as per the payment plan, stamp duty and registration charges, the Developer proposes to offer possession of the Said Apartment to the Apartment Buyer(s) within 4(four) years from the date of approval of building plans or grant of environment clearance, whichever is later.</b>
14.	Due date of possession	09.03.2019 (Calculated from the date of environment clearance, being later)
15.	Total sale consideration	Rs.23,20,500/-

		(as per Clause 2.1 of BBA on Page no 21 of complaint)
16.	Amount paid by the complainant	Rs.23,40,805/- (as per SOA dated 16.12.2019, Page no 42 of complaint)
17.	Occupation certificate	04.12.2019 (Page no 32 of reply)
18.	Offer of possession	01.08.2020 (Page no 43 of complaint)
19.	Possession Handover	19.09.2020 (Page no 45 of complaint)

**B. Facts of the complaint**

7. The complainant has made the following submissions in the complaint: -
8. That the respondent made advertisement in the newspaper 'Hindustan Times' with regard to the location, specification and amenities and time of completion of the project under the name "affordable group housing colony "commonly known as" Zara Aavaas" floated under Haryana Government's Affordable Housing Policy, located at 104, Dwaraka Express Way, Gurgaon, Haryana. That the complainant approached to the respondent for booking of an apartment in the said project namely Zara Aavaas at Sec 104 Gurugram Haryana having carpet area of 569 sq ft and balcony area of 89 sq ft.
9. That the draw of the said project was held, wherein the complainant was allotted flat no 06 at 09th floor of tower 18.
10. That the respondent to dupe the complainant in their nefarious net even executed a one-sided flat buyer agreement signed between complainant and respondent through their authorized representative on dated 01.12.2015, just to create a false belief that the project shall be completed in time bound manner, and in the garb of this agreement persistently



raised demands due to which they were able to extract huge amount of money from the complainant.

11. That the total consideration of the flat was Rs23,20,500/- .The complainant paid Rs 23,20,500 /- (as per the statement of account issued by the respondent and ledger account ) towards the cost of flat as and when the demand were raised by the respondent . That as per the ABA clause no 3.1 the respondent was supposed to hand over the actual physical possession of the flat to the complainant latest by 09.03.2019.
12. That there is delay of 18 month in handing over the possession of the allotted unit as agreed as per ABA. Even after offer of possession, dated 01.08.2020, the possession of the allotted unit was handed over on 19.09.2020 to the complainant.
13. That as per clause 3.1 of the ABA the respondent was liable to hand over the possession of a said unit before 9<sup>th</sup> March 2019.
14. As per the slow pace construction status and absence of basic amenities respondents took more time to give actual physical possession after getting occupancy certificate.
15. That as per section 19 (6) the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) Complainant has fulfilled his responsibility in regard to making the necessary payments in the manner and within the time specified in the said agreement. Therefore, the complainant herein is not in breach of any of its terms of the agreement.
16. That respondents have to charged interest on in delayed instalment @ 15 % P.A. compounded quarterly interest as per clause 2.4 of ABA and offer the delay penalty for himself is just Rs NIL per Sq. ft per month as per clause no 3.1 is totally illegal arbitrary and unilateral.

17. That the respondent has indulged in all kinds of tricks and blatant illegality in booking and drafting of ABA with a malicious and fraudulent intention and caused deliberate and intentional huge mental and physical harassment of the complainant and his family who has been rudely and cruelly dashed the savoured dreams, hopes and expectations of the complainant to the ground and the complainant is eminently justified in seeking delayed possession charges.

**C. Relief sought by the complainant: -**

18. The complainant has sought following relief(s):

1. Direct the respondent to pay interest at 8.65% p.a as per the prevailing MCLR +2% for delay period starting from 09.03.2019 till 19.09.2020 (the date of actual handover of physical possession).
2. Direct the respondent to execute and register conveyance deed of the flat in Favor of complainant.
3. Direct the respondent to pay the cost of litigation and the cost towards the mental agony faced by the complainant.

19. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

20. The respondent has contested the complaint on the following grounds.

21. That at the very outset it is submitted that the present complaint is not maintainable or tenable in the eyes of law. The complainants have misdirected themselves in filing the above captioned complaint before this

Ld. Authority as the subject matter of the claim does not fall within the jurisdiction of this Ld. Authority.

22. That the present complaint has been filed against the affordable group housing project namely, Zara Aavaas which comprises of 19 towers/residential blocks on 5 acres. The project has been developed in phased manner and the current complainant comprises of allottee of phase 1 of the project. Phase 1 of the project was completed under the license no. 12 of 2014 dated 09.06.2019 renewed vide memo no. LC-3048/Asstt (AK)/2019/25235 dated 10.10.2019. The building plans were approved vide Memo No. ZP-1005/SD(BS)/2014/27657 dated 08.12.2014. Further the environmental clearance for construction of the affordable group housing colony was received vide memo no. SEIAA/HR/2016/280 dated 09.03.2015.
23. That the construction of the project thereafter was conducted by the respondent by abiding all terms of the approvals so received. Further upon the enactment of the Real Estate (Regulation and Development) Act, 2016 and HRERA Rules, 2017 the respondent duly applied for the RERA registration and the same was received by the respondent vide memo no. HRERA(Reg.)483/2017/751 dated 28.08.2017. The RERA registration no. of the phase I of the project is regd. no. 152 of 2017.
24. That the respondent had applied for the occupation certificate vide application dated 09.04.2019 and duly received the occupation certificate from the DTP, Gurugram on 04.12.2019. After the receiving of the occupation certificate the respondent offered the possession in phased manner and as per the affordable group housing policy, 2013.
25. That after receiving the OC dated 04.12.2019, the respondent vide letter for offer of possession dated 01.08.2020, directed the complainant to take



possession of the unit and to further clear all dues. However, the complainant chose to delay the matter on one pretext and another. The complainant was duty bound to take the possession of the residential unit within 2 months of OC however, complainant/s delayed the physical taking over without any reason. The section 19 (10) of the RERA Act, 2016 states

*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.*

The respondent constantly followed up with the allottees however, the complainant intentionally delayed taking physical possession.

26. That complainant has to adhere by the terms and conditions of the agreement for the transaction regarding the unit of the complainant. The apartment buyer's agreement the complainant had to make payments for electricity connection charges, power backup charges, piped gas charges, etc vide clause 2.4.
27. Thus, any payments or demands raised under the heads of IFSD (Interest Free Security Deposit), administration charges, meter connections charges, advance electricity consumption deposit are within the terms of the apartment buyer's agreement and nothing illegal has ever been demanded from the complainant.
28. That no cause of action arose against the respondent company, which could have resulted in filing of the present complaint. The complaint is frivolous, ill motivated and with malicious intent and is not maintainable. It is further submitted that the complainant has very strategically and deceitfully filed the present complaint. Thus, on this ground alone the complaint is liable to be dismissed and the complainant should be



penalised in order to establish precedent to avoid any malicious litigation in the future of similar nature.

29. That the respondent has obtained occupation certificate only after taking necessary certificates and no objection from the concerned departments. That occupation certificate is granted only after complete compliance of necessary approvals from fire safety department, State Environment Impact Assessment Authority and Structure Stability Certificate from Superintending Engineer (HQ) HUDA.
30. That the primary relief sought by complainant being "delay interest" in handing over the possession is untenable in view of the fact that there was no delay in granting the possession of the flat. There was change in the timelines of the project and the said changes and alteration were not on account of any attribute due to the negligence or conduct of the respondent.
31. That the complainant is misdirecting this Hon'ble Authority by reading few clauses of the buyer's agreement saying that the maintenance of the project of 05 years will be of the respondent. Clause 7.8 of the buyers agreement specifically states apartment buyer that operational costs like cost of operation, upgradation, addition and/or replacement of the lifts, firefighting system, sewage treatment plants, common area lighting, water supply charges, garbage disposal charges, charges for cleaning and upkeep of internal pathways, green area, roads, common areas and drainage system, general watch and ward of the said colony/building etc., shall be borne and paid by the apartment buyers and the developer shall not be liable to pay the same.





32. That the respondent has already offered the possession of the flats in the project to the allottees way back in 2020 and the possession has also been taken by the complainant who has already been residing peacefully
33. That the complainant is guilty of placing untrue facts and is attempting to hide the true colour of the intention of the allottees/complainant members. The Allottee's have been made aware of all construction updates and also regarding the amendment to the sanctioned plans by the respondent and also by DTP, Gurugram.
34. 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**

35. 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**

36. 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**

37. 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)** *The promoter shall-*

*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.*

38. 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 complainants at a later stage.

**F. Findings on the relief sought by the complainant**

1. Direct the respondent to pay delay possession charges from 19.09.2020 due date of possession till 19.09.2020 actual handover of physical possession at prescribed rate of interest.
  2. Direct the respondent to execute and register conveyance deed of the flat in Favor of complainant.
  3. Direct the respondent to pay the cost of litigation and the cost towards the mental agony faced by the complainant.
39. In the present complaint, the complainants intend to continue with the project and are 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."*

40. Clause 3 of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

**"3.Possession**

*3(1) Unless a longer period is permitted by the DGTCP or in the policy and subject to the force majeure circumstances as stated in clause 16 hereof, intervention of statutory authorities, receipt of occupation certificate and timely compliance by the Apartment Buyer(s) of all his/her/their obligations, formalities and documentation as prescribed by the Developer from time to time and not being in default under any part of this Agreement, including but not limited to timely payment of installments of the total cost and other charges as per the payment plan, stamp duty and registration charges, **the Developer proposes to offer possession of the Said Apartment to the Apartment Buyer(s) within 4(four) years from the date of approval of building plans or grant of environment clearance, whichever is later.**"*

41. **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]**

(1) 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.*

42. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
43. 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., 03.11.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75% per annum.
44. 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;"*
45. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.75% p.a. by the respondent/promoter which is the same as is being granted to the complainants in case of delay possession charges.



46. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. It is a matter of fact that buyer's agreement executed between the parties on 01.12.2015, the possession of the booked unit was to be delivered within a period of 4 years from the date of approval of building plans or environment clearance whichever is later. The due date is taken from the date of environment clearance i.e., 09.03.2015 as it is later than approval of building plan. Hence, the due date for possession comes out to be 09.03.2019. The respondent promoter has received the occupation certificate on 04.12.2019 and subsequently offered the possession of the unit on 01.08.2020.
47. Accordingly, non-compliance of the mandate contained in section 11(4) (a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delayed possession charges at the prescribed rate of interest i.e., 10.75% p.a. for every month of delay on the amount paid to the respondent from the due date of possession i.e., 09.03.2019 till actual handover of booked unit i.e., 19.09.2020 as per the proviso to section 18(1) (a) of the Act read with rules 15 of the rules.

**G. Direct the respondent to execute and register conveyance deed of the flat in Favor of complainant.**

48. 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 complainant. 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 unit in question.

**H. Directions of the authority**

49. 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 at the prescribed rate of 10.75% p.a. for every month of delay from the due date of possession i.e., 09.03.2019 till actual handover of possession of the booked unit i.e 19.09.2020 as per the proviso to section 18(1)(a) of the Act read with rules 15 of the rules.
  - ii. The possession of the subject unit has already been offered after obtaining occupation certificate and the same was taken by the complainant. So, the respondent is directed to get the conveyance deed executed in favour of the complainant allottee with in a period of 60 days.
50. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
51. The complaints stand disposed of.
52. Files be consigned to registry.

  
(Sanjeev Kumar Arora)  
**Member**

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 03.11.2023