

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

Complaint no.	:	444 of 2024
Date of complaint	:	01.03.2024
Date of order	:	13.11.2024

Garima Tripathi, R/o: B-1195, Palam Vihar, Gurugram-122017.	Complainant
Versus	
1. Pareena Infrastructures Private Limited. 2. Virender Verma, 3. Surender Verma, 4. Ravi Having Regd. Office at: Flat No.2, The Palm Apartments, Plot No.13B, Sector-6, Dwarka, New Delhi-110075.	Respondent
CORAM:	
Ashok Sangwan	Member
APPEARANCE:	
Complainant in person	Complainant
Prashant Sheoran (Advocate)	Respondent no.1
None	Respondent no. 2,3&4

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 29 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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name and location of the project	"Micasa", sector-68, Gurgaon
2.	Nature of the project	Group Housing
3.	Project area	12.25085 acres
4.	DTCP license no.	111 of 2013 dated 30.12.2013 valid up to 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 (area 0.64 acre) 94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acre)
5.	RERA Registered/ not registered	Registered vide no. 99 of 2017 issued on 28.08.2017 up to 30.06.2022
6.	Allotment letter	17.11.2020 (page 60 of complaint)
7.	Unit allotted	3303, Tower-1, 33 rd Floor (page 26 of complaint)
8.	Unit admeasuring area	1705 sq. ft. (super area), 1056.34 sq.ft. carpet area (page 26 of complaint)
9.	Agreement for sale executed between the complainant-allottee, co-allottee i.e. Mahima Tripathi and respondent no.1	15.03.2021 (page 16 of reply)

10.	Cancellation of agreement due to request of the allottees to transfer apartment exclusively in the name of complainant	06.06.2023 (page 59 of reply)
11.	Date of agreement for sale executed between the parties	06.06.2023 (page 72 of reply)
12.	Due date of possession	30.06.2022 [As per possession clause 7 of the agreement]
13.	Reminders/Demand letter	14.02.2024, 23.02.2024 (page 132-135 of reply)
14.	Cancellation letter	26.02.2024 (page 135 of complaint)
15.	Total sale consideration	Rs.1,06,87,892.96/- (as per SOA dated 28.08.2024)
16.	Total amount paid by the complainant	Rs.1,05,71,627/- (as per SOA dated 28.08.2024)
17.	Occupation certificate	03.01.2023 (page 112 of reply)
18.	Offer of possession	17.01.2023 (page 111 of complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the complainant was allotted a residential unit bearing no. 3303, having super area of approx. 1705.00 sq. ft. on the 33rd Floor in Tower-1 in the project of the respondent named "Mi Casa" at Sector-68, Gurgaon vide allotment letter dated 17.11.2020.
- II. That the possession of the allotted flat was committed to be handed over by June-2021. However, to date the complainant has not been given the possession of the flat even though she has made to pay more amount i.e.

Rs.1,05,79,501.25/- against the signed off purchase price as per builder buyer agreement i.e. Rs.1,03,83,495/-. To the converse the respondent has issued cancellation letter dated 26.02.2024 for non-payment.

- III. That the offer for possession along with final demand was raised last year in the month of January-2023. The same was then revised in March 2023 after the complainant highlighted some gaps when compared to BBA. The respondent issued the revised demand in March 2023. However, they intentionally kept the date of letter as 17.03.2023.
- IV. That as a part of the final demand, the complainant was forced to pay the bulk maintenance fee Rs.51,150/- which makes no sense in the month of April 2023 for the flat not handed over to her till date and the complainant has also been made subject to interest free maintenance deposit of along with the maintenance security deposit.
- V. That after clearing the entire demand raised by the respondent including maintenance charges, the complainant was called to their office premises for taking over the possession, however upon reaching there, she was handed over with demand for additional dues.
- VI. That in November 2023, the complainant visited the respondent's office to get the possession and she was asked to pay a final amount of Rs.42,165/- post which they promised to handover the possession right there. The complainant issued a cheque right at their premises and handed the same to Mr. Ravi, the officer attending her case. However, instead of handing over the possession, he informed her about additional dues on account of interest.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - a) Direct the respondent to handover possession of flat, issue proper possession letter with correct language, execute conveyance deed and to

- pay delay possession charges as per the Act, 2016.
- b) Direct the respondent to refund maintenance charges and interest free maintenance security deposit alongwith interest at prescribed rate.
 - c) Direct the respondent to provide copy of occupation certificate of the project.
 - d) Detailed inspection of the project, which is severally falling short on quality of construction, visible cracks in walls, persistent seepage etc.
 - e) Compensation amounting to Rs.50Lac for mental trauma, distress and agony caused to the complainant and Rs.40,000/- p.m as notional rent.
5. 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 respondent:

6. The respondents vide its reply dated 06.05.2024 contested the complaint on the following grounds:
- i. That the complainant and her sister Ms. Mahima Tripathi had applied for allotment of an apartment in the project being developed by the respondent no. 1 in the name of MI-CASA located in Sector-68 Gurugram.
 - ii. That at the request of the complainant and her sister an apartment bearing no. T-1/3303 having carpet area of 1056.34 sq. feet and super area of 1705 sq. feet located on 3rd floor in Tower No. 1, in the said project was allotted to them.
 - iii. That on 15.03.2021 an agreement for sale was executed between the respondent no. 1 and complainant as well as her sister jointly.
 - iv. That the possession of the said unit was offered to the complainant on 17.01.2023. That in the said offer of possession name of Ms. Mahima Tripathi was mentioned as a co-owner.
 - v. That after issuance of the offer of possession, the complainant and her sister approached the company and made a request that the apartment in question be allotted/transferred exclusively in the name of the

complainant. That while making such a request the complainant and her sister further requested that the original agreement for sale executed on 15.03.2021 be cancelled, formally and the same apartment be shown, only for the purposes of records to have been allotted exclusively in the name of the complainant through a fresh agreement for sale. At that time the complainant specifically represented that she will abide by the terms and conditions of the agreement for sale and that the complainant shall make the payment of all due amounts to the developer/respondent no. 1 within agree time frame. Needless to say, the allotment was to be considered from original allotment.

- vi. That at the request of the complainant and her sister a formal document titled as cancellation of agreement was executed and registered on 06.06.2023 between the complainant and her sister on one part and the respondent no. 1 on the other. On the same day again for the purposes of record an agreement for sale was executed and registered in favour of the complainant registered at vasika no. 3558 dated 06.06.2023.
- vii. That the allotment had been made in favour of the complainant in the year 2021 itself and thus payment terms and the payments made were to relate back to the original agreement for sale of the year 2021 and therefore, in the offer of possession the said agreement was mentioned. There is no doubt that the complainant was aware of the aforementioned facts.
- viii. That on 25.04.2023 a payment of Rs.15,59,625/- was made by the complainant. The above amount was lesser that the amounts demanded in the offer of possession. That in the offer of possession a demand of Rs.16,41,602/- had been raised plus stamp duty and registration charges i.e Rs.4,39,488/- towards stamp duty + Rs.50003/- towards registration charges and pasting fees, in addition Rs.16,41,602/-. The said offer of

possession was issued after obtaining occupancy certificate on 03.01.2023.

- ix. That a reminder dated 14.02.2024 was issued wherein a demand of Rs.3,42,280/- towards interest on due payments, Rs.89,820/- towards GST on EDC/IDC. That this amount was not paid by the complainant.
 - x. That the GST on EDC/IDC was claimed in view of order passed by excise and taxation commissioner GST Haryana according to which "The amount of statutory charges i.e. External Development Charges and Infrastructural Development Charges, recovered by the Applicant from buyers and paid further to respective government authorities will form part of value of taxable supplies being made by the Applicant" thus GST will be application on EDC and IDC and is covered under clause no.1.2 of the agreement for sale. Thus, both the amounts were contractually and legally justified.
 - xi. That the complainant failed to make the payment of the due amount of Rs.3,42,280/-. On account of the aforesaid, the cancellation letter was issued to the complainant on 26.02.2024.
7. Despite due service of notice through speed post as well as through email, no reply has been received from respondent no.2, 3 & 4 with regard to the present complaint and also none has put in appearance on their behalf before the Authority. In view of the above, the respondent no.2, 3 & 4 are hereby proceeded ex-parte.
8. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

9. 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

10. 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

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee's as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(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.

12. 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 complainant.

F.I Direct the respondent to revoke the cancellation, handover possession of flat, issue proper possession letter with correct language, execute conveyance deed and to pay delay possession charges as per the Act, 2016.

13. The Authority observes that complainant and her sister Ms. Mahima Tripathi were allotted a residential unit bearing no. 3303, having super area of approx. 1705.00 sq. ft. on the 33rd Floor in Tower-1 in the project of the respondent named "Mi Casa" at Sector-68, Gurgaon vide allotment letter dated 17.11.2020. Thereafter, an agreement for sale dated 15.03.2021 was executed between the parties against the said allotment. The total sale consideration of the unit was Rs.1,06,87,892.96/- against which the allottees have paid a sum of Rs.1,05,71,627/- till Feb 2023. The occupation certificate was received by the respondent from the competent authority on 03.01.2023, and thereafter, possession of the unit was offered to them vide offer of possession letter dated 17.01.2023. The complainant has submitted that out of the total sale consideration of Rs.1,03,83,495/-, the complainant has already paid an amount of Rs.1,05,79,501/- to the respondent. She further submits that when she visited the office of the respondent to take possession of the flat in question, the respondent started asking for more monies on unjustified/unexplained escalated charges including hefty interest. The respondent has thereafter cancelled the allotment vide letter dated 26.02.2024. The respondent has submitted that on 14.02.2024, a reminder was issued by it wherein a demand of Rs.3,42,280/- towards interest on due payments and Rs.89,820/- towards GST on EDC/IDC was raised by it. However, the complainant failed to make the payment of the due amount of Rs.3,42,280/. On account of the aforesaid, the cancellation letter was issued to the complainant on 26.02.2024. Now

the question before the Authority is whether the cancellation made by the respondent vide letter dated 26.02.2024 is valid or not.

14. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that on the basis of provisions of allotment, the complainant has paid an amount of Rs.1,05,71,627/- against the total sale consideration of Rs.1,06,87,892.96/- as per the payment plan agreed between the parties. The respondent vide demand letter dated 23.02.2024 requested the complainant to pay the outstanding dues of Rs.3,42,580.96/- on or before 22.01.2024 and thereafter, the allotment of the unit was cancelled by the respondent vide cancellation letter dated 26.02.2024. The Authority observes that the said cancellation was bad in law as firstly the timelines provided in the demand letter dated 23.02.2024 was not a valid one as the complainant was required to pay the outstanding dues on a date that was much before the date of issuance of that demand letter. Secondly, vide proviso to Clause 7(ii) of the agreement dated 06.06.2023, it was agreed between the parties that *"if the allottee does not intend to withdraw from the project, the promoter shall pay the allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of possession of the unit/apartment for residential purpose, which shall be paid by the promoter to the allottee within ninety days of it becoming due."* However, the same was not adjusted by the respondent against the outstanding dues of the unit in question and a letter dated 26.02.2024 cancelling the allotment was sent to the complainant. In view of the above, the Authority is of view that the respondent should not be allowed to get unfair advantage of its own wrong. Therefore, the cancellation letter dated 26.02.2024 cannot be held valid in the eyes of law and is hereby set aside.

15. Further, in the instant case, it is determined that the complainant and one co-allottee were allotted the subject unit vide allotment letter dated 17.11.2020. Thereafter, an agreement for sale dated 15.03.2021 was executed between the parties regarding the said allotment. As per Clause 7 of the said agreement, the due date of possession was 30.06.2022. The occupation certificate for the project in question was obtained from the competent authority on 03.01.2023 and the possession of the unit in question was offered to them vide offer of possession letter dated 17.01.2023. Later, the agreement dated 15.03.2021 was cancelled vide 'cancellation of agreement' dated 06.06.2023 submitted before the Sub-Registrar, Badshahpur, stating that the respondent has paid back the amount of Rs.10,00,000/- advanced by the allottees against the said unit. However, it is evident from the SOA dated 28.10.2024, that the respondent has already received a sum of Rs.1,05,71,627/- from the complainant back in Feb 2023. Further, the said payment of Rs.10,00,000/- as mentioned above is nowhere reflected in the said SOA dated 28.10.2024, which shows that it was a sham transaction. Moreover, on the same date i.e. 06.06.2023, a fresh agreement for sale for the previously allotted unit was executed between the promoter and the complainant who was one of the co-allottee in the earlier agreement wherein the respondent has already received more than 98% of the sale consideration before execution of the said agreement dated 06.06.2023. Further, it is evident that no reversal of earlier transaction was ever undertaken and the last demand by the respondent has been made in continuance of the earlier paid amount. Thus, the Authority is of view that by mere executing a fresh agreement with the complainant who was one of the two original allottees of the subject unit, the respondent/promoter cannot escape from its obligations and liabilities towards the complainant/allottee under the Act, 2016.

16. In the present complaint, the complainant intends to continue with the project and is 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."

17. **Due date of possession:** In view of the findings recorded in para 15 of this order, the due date of possession is determined as 30.06.2022 i.e. the date declared by the promoter for completion of the project.

18. **Admissibility of delay possession charges at prescribed rate of interest:** 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.

19. 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.

20. 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., 13.11.2024 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
21. The definition of term 'interest' as defined under section 2(z a) 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 to 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;"*
22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **11.10%** by the respondent/promoter which is the same as is being granted to her in case of delay possession charges.
23. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 7.1 of the agreement executed between the parties, the possession of the subject unit was to be delivered by 30.06.2022. The respondent has failed to handover possession of the subject unit till date of this order. 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. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement executed between the parties. Further, the occupation certificate for the project in question was granted by the competent authority on 03.01.2023, whereas the possession of the unit was offered to the complainant on 17.01.2023.

24. Accordingly, the 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 allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.06.2022 till the expiry of 2 months from the date of offer of possession (17.01.2023) which comes out to be 17.03.2023 as per provisions of section 18(1) of the Act read with rule 15 of the rules.
25. Further the complainant is seeking relief w.r.t execution of conveyance deed of the unit in question in her 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 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.
26. The possession of the subject unit has already been offered to the complainant after obtaining completion certificate on 03.01.2023. Therefore, the respondent/builder is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottee and to get the conveyance deed of the allotted unit executed in her 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. Further, only administrative charges of upto Rs.15000/- can be charged by the promoter-developer for any such expenses which it may have incurred for facilitating the said transfer as has been fixed by the DTP office in this regard vide circular dated 02.04.2018.

F.II Direct the respondent to refund maintenance charges and interest free maintenance security deposit alongwith interest at prescribed rate.

27. **Interest Free Maintenance Security Deposit:** The authority has already dealt with the above charges in the compliant bearing no. CR/4031/2019 titled as *Varun Gupta V/s Emaar MGF Land Limited* wherein the authority has held that the promoter may be allowed to collect a reasonable amount from the allottees under the head "IFSD". However, the authority directs and passes an order that the promoter must keep the amount collected under that head in a separate bank account and shall maintain the account regularly in a very transparent manner. If any allottee of the project requires the promoter to give the details regarding the availability of IFSD amount and the interest accrued thereon, it must provide details to them. It is further clarified that out of this IFMS/IFSD account, no amount can be spent by the promoter for the expenditure for which he is liable to incur/discharge the liability under section 14 of the Act. According to the above findings, the respondent is correct in charging the said amount.
28. **Advance Maintenance Charges:** This issue has already been dealt by the authority in complaint titled as *Varun Gupta Vs. Emaar MGF Land Limited (supra)*, wherein, it is held that the respondent is right in demanding advance maintenance charges at the rates prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottees even in those cases wherein no specific clause has been

prescribed in the agreement or where the AMC has been demanded for more than a year.

F.III Direct the respondent to provide copy of occupation certificate of the project.

29. The Authority observes that the copy of occupation certificate has already been filed by the respondent in its reply to the complaint dated 06.05.2024 as Annexure-R-4. Therefore, no direction to the same.

F.IV Detailed inspection of project which is severally falling short on quality of construction, visible cracks in walls, persistent seepage etc.

30. The complainant is additionally seeking a relief w.r.t inspection of the project alleging that it is severally falling short on quality of construction as there are visible cracks in walls and persistent seepage etc. However, the complainant has failed to file any document/evidence to substantiate her claim. Further, the said issue was never raised by the complainant during pendency of the complaint and cannot be addressed at this belated stage. Accordingly, the said relief is declined.

F.V Compensation amounting to Rs.50Lac for mental trauma, distress and agony caused to the complainant and Rs.40,000/- p.m as notional rent

31. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation and litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation and litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the Authority:

32. 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 functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The cancellation letter dated 26.02.2024 is set aside.
- ii. The respondent/promoter is directed to pay interest to the complainant on the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 30.06.2022 till the expiry of 2 months from the date of offer of possession (17.01.2023) i.e., upto 17.03.2023 only.
- iii. The respondent is directed to supply a copy of the updated statement of account after adjusting the delay possession charges within a period of 15 days to the complainant.
- iv. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 30 days from the date of receipt of updated statement of account.
- v. The respondent is directed to handover the possession of the unit to the complainant on payment of outstanding dues if any, within 30 days to the complainant/allottee and get the conveyance deed of the allotted unit executed in her 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.
- vi. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
- vii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which



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the promoter shall be liable to pay the allottee, in case of default i.e.,
the delayed possession charges as per section 2(za) of the Act.

33. Complaint stands disposed of.
34. File be consigned to the registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.11.2024



HARERA
GURUGRAM