

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

Complaint no.: 1034 of 2024  
Date of filing: 21.03.2024  
Date of first hearing: 29.05.2024  
Date of decision: 16.04.2025

Umesh Lata

**R/o:** Village Post Office Masani, District and  
Tehsil Rewari, Haryana

**Complainant**

**Versus**

1. M/s SS Group Pvt. Ltd.

2. M/s Sukh Infrastructure Pvt. Ltd.

**Both having their Registered Office at:** 77,  
SS House, Sector-44, Gurugram, Haryana -  
122003

**Respondents**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Sh. Jagdish Prasad Yadav, Advocate

Sh. Chandra Shekhar Sharma, Advocate

Complainant

Respondents

**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 as provided 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 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:

Sr. No.	Particulars	Details
1.	Name of the project	"SS Omnia", Sector – 86, Gurugram
2.	Project area	2.91875 Acres
3.	Nature of the project	Commercial Complex
4.	DTCP license no. and validity status	113 of 2013 dated 30.12.2013 Valid upto 29.12.2019
5.	Name of licensee	Matrix Buildwell Pvt. Ltd., North Star Towers Pvt. Ltd., Green Gem Estates Pvt. Ltd. and M/s SS Group Pvt. Ltd.
6.	RERA Registered/ not registered	Registered Registration no. 94 of 2017 dated 28.08.2017 valid upto 27.08.2020 Further extended upto 27.02.2022
7.	Unit no.	GF-09, Ground Floor (As per BBA at page 23 of complaint)
8.	Unit admeasuring	358 sq. ft. (As per BBA at page 23 of complaint)
9.	Date of execution of builder buyer agreement	11.09.2015 (Page no. 22 of complaint)
10.	Provisional Registration letter	27.11.2013 (Page no. 21 of complaint)
11.	Possession clause	<b>8.1. Time of handing over of possession</b> (a) Subject to terms of this clause and subject to the Allottee (s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and complied with all provisions, formalities, documentation etc., as prescribed by the Developer, <b>the Developer proposes to hand over the possession of the Premises within a period of thirty six (36) months from the</b>

		<i>date of signing of this Agreement. The Allottee (s) agrees and understands that the Developer shall be entitled to a grace period of 180 days, after the expiry of thirty-six (36) months for applying and obtaining the Occupation Certificate in respect of the Commercial Complex.</i> <i>(Emphasis supplied)</i>
12.	Due date of delivery of possession	11.09.2018 (Calculated to be 36 months from the date of agreement plus unqualified grace period of 180 days for applying and obtaining occupation certificate) <i><b>Note: Inadvertently due date of delivery of possession has been mentioned to be 11.09.2018 in proceedings dated 19.02.2025.</b></i>
13.	Total Sale Consideration	Rs. 48,14,976/- (As per payment plan on Page no. 22 of Reply)
14.	Total amount paid by the complainant	Rs. 16,09,200/- (BBA at page 24 of complaint)
15.	Occupation Certificate	14.06.2019 (Page no. 14 of reply)
16.	Offer of Possession	29.07.2019 (Page no. 18 of reply)
17.	Indemnity-cum-undertaking signed by complainant for taking over physical vacant possession of unit	03.01.2022 (Page no. 20 of reply)
18.	Possession Handover Letter	08.04.2022 (Page no. 24 of reply)

### B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint: -
- (a) That respondent no. 1 is a company incorporated under the Companies Act, 1956 having registered office at 77 SS House Sector 44, Gurugram – 122003 and respondent no. 2 is a subsidiary of respondent no. 1 who looks after maintenance of the project, having its office at 77 SS House



Sector 44, Gurugram – 122003 and the project in question is known as SS OMNIA, Sector 86, Gurugram, Haryana.

- (b) That as per Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the respondents falls under the category of “Promoter” and are bound by the duties and obligations mentioned in the said act and are under the territorial jurisdiction of this Authority. Further, as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the complainant falls under the category of “Allottee” and have rights and obligations under the Act.
- (c) That family members of the complainant were anxious to buy a commercial shop and got to know that respondent was to construct and develop a commercial complex known as ‘SS OMNIA’ on a piece and parcel of land admeasuring 2.918 acres of licensed land situated with the revenue estate of Village Badha, Sector 86, Gurugram.
- (d) That the complainant along with her family members visited the project site and consulted the local representative of the developer. The local representative of the developer assured about finishing of the commercial shop within 36 months of booking. Office bearers of respondent have assured that physical possession of retail shop will be handed over within 42 months(36 + 6 months).
- (e) That on 28.08.2013, the complainant booked a retail shop GF -09 admeasuring 358 sq. ft. at a total cost of Rs 48,68,676/- vide provisional registration letter dated 27.11.2013.
- (f) That on 11.09.2015, a buyer’s agreement was signed after receipt of Rs. 13,89,165/- which comes to 28% of total cost Rs.48,68,676/-. As per para 8.1 of buyer’s agreement possession will be given within 36 + 6 months

i.e., 42 months means by 11.03.2019 but physical possession was given on 08.04.2022, after a period of 3 years and 27 days.

- (g) That by 07.09.2019, the respondent had paid the complete payment amounting to Rs.53,93,929/- as and when demanded by respondent when the shop was not completed.
- (h) That on 10.01.2022, Ms. Muskan Rajput employee of respondent called the complainant and advised on mobile that shop is ready, and possession will only be given if they will pay Rs.55,672/- as one-year advance maintenance and sign the maintenance agreement. Under compulsion of EMI payments and delay in possession, complainant signed the maintenance agreement and paid Rs.55,672/- online as CAM Charges from 19.01.2022 to 18.01.2023 prior to handing over of possession.
- (i) That after receipt of one-year advance CAM Charges, on 19.01.2022, respondent issued offer of possession letter for occupation of unit no. GF-09 with kind attention of Mr. Dev Kumar Dutta, GM Project and Billing for handing over the possession of subject unit and endorsed the copy to the complainant. In this letter it was clearly mentioned that allottee has submitted the requisite documents, deposited the sums payable against sale consideration and other charges of said unit in terms of the buyer's agreement. On receipt of this letter complainant visited project site on their way to respondent office. On reaching to project site, it was found that main glass door of shop GF-09 was broken. Same was shown to site engineer who informed that same is already reported to contractor who will replace it on receipt of glass door as they are not in stock now. Same was communicated to Ms. Muskan Rajput.
- (j) On getting information regarding replacement of glass door from respondent, complainant went to them on very next day and

GF -09 was handed over by Mr Dev Kumar Dutta, GM Project and Billing SS OMNIA and taken over by complainant on 08.04.2022 after 3 years and 27 days from due date of 11.03.2019 vide para 8.1 of buyer's agreement dated 11.09.2015. However, conveyance deed of this retail shop has not yet been executed by the respondent No 1.

- (k) That on 12.06.2023, respondent no. 2 raised CAM Charges demand of Rs. 95635/- for the period from 05.01.2020 to 18.01.2022 to be paid by 24.06.2023 when the possession of retail shop was given on 08.04.2022.
- (l) That after taking over the possession of retail shop GF -09 on 08.04.2022, complainant is regularly paying CAM Charges, unit generated by DG set, charges and electric consumption, SS OMNIA charges and any other charges raised by respondents.
- (m) That the facts and circumstances enumerated above lead to only conclusion that there is a deficiency of service on the part of the respondents' and as such they are liable to be punished and compensate the complainants.
- (n) That due to above acts of the respondents and the terms and conditions of buyer's agreement, the complainant has been unnecessarily harassed mentally and financially, therefore the opposite party is liable to compensate the complainant on account of the aforesaid act of unfair trade practice. Initially respondents never told the actual reason behind delay in completion of project and handing over the possession of the retail shop in time.
- (o) That there is clear unfair trade practice and breach of contract and deficiency in the services of the respondent party and much more a smell of playing fraud with the complainant. It is prima facie clear on the part of respondent party which makes them liable.

- (p) That for the first time cause of action for the present complaint arose in or around 11.09.2015 when buyer's agreement containing unfair and unreasonable one-sided terms were forced upon the allottee. Further the cause of action arose when respondent failed to hand over the possession of retail shop on 11.03.2019 or before vide para 8.1 of buyer's agreement. The cause of action further arose on 12.06.2023 when respondent no. 2 raised invoice for two years CAM charges from 05.01.2020 to 18.01.2022 for the period prior to handing over the possession on 08.04.2022. The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the respondents by an order of injunction and/or passes the necessary orders as deemed fit.
- (q) That the complainant being an aggrieved person filing the present complaint under sections 11(4)(a)(g) and 31 with the Authority for violation/contravention of the provisions of this Act as mentioned in the preceding paragraph. Further, as per para 18 of the Real Estate (Regulation and Development) Act, 2016, the promoter is liable to return of amount and to pay compensation to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.

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

4. The complainant has sought following relief.
- I. The unit shall not be alienated to third party.
  - II. That as per Para 8.1 of buyer's agreement dated 11.09.2015, possession of retail shop was to be given by 11.03.2019 or before after 42 months (36 + 6) from date of signing of buyer's agreement. But possession was given on 08.04.2022. Hence delay possession compensation on total amount received ~~as~~ on 11.03.2019 and thereafter till the actual handover of the unit in question should be granted by respondent no. 1 to the complainant with simple interest as decided by the Authority.

III. That Rs.95,635/- with interest thereon as CAM charges from 05.01.2020 to 18.01.2022 should be withdrawn by respondent no. 1.

IV. Respondent no. 1 to execute conveyance deed of retail shop no. GF -09 by charging authorised conveyance deed charges.

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 the respondent**

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

- (a) That the present petition, so preferred under the Real Estate Regulation and Development Act 2016, is not maintainable against respondent no. 1, i.e., M/s. SS Group Pvt. Ltd. as the Promoter has obtained occupation certificate and further offered possession of the unit to the complainant.
- (b) That the complainant admittedly through its representative namely "Urban Plus Infrabuild Pvt. Ltd." submitted an advance registration form dated 28.08.2013 and choose to apply for advance registration of a retail shop in the commercial complex coming up at Sector 86, Gurugram.
- (c) That the respondent vide provisional registration letter dated 27.11.2013 accepted the advance registration form and provisionally allotted the said unit in favour of the complainant for a total sale price of Rs. 48,14,976/-.
- (d) That the Respondent company had completed the project and the Town and Country Planning Department, Chandigarh had already obtained occupation certificates dated 14.06.2019. The complainant was duly intimated about the receipt of occupation certificate for the project vide its email dated 19.06.2019. Further, the complainant was offered the physical possession of her unit vide offer letter dated 29.07.2019 and email dated 30.07.2019. The possession related documents were ready for execution; however, the complainant did not turn up.

- (e) That despite the offer of possession of the unit, the complainant failed to accept the said offer up until 05.01.2022 when the complainant availed housing loan of Rs. 23,59,645/- and submitted an indemnity-cum-undertaking dated 03.01.2022 to the promoter.
- (f) That upon the complainant's request, respondent no. 1 instructed its project in charge to handover the physical possession of the said unit vide its letter dated 19.01.2022 along with copies marked to the complainant, respondent no. 2 being the maintenance agency.
- (g) That the complainant was offered the physical possession of the allotted unit vide offer of possession letter dated 29.07.2019 and emails dated 19.06.2019 and 30.07.2019; however, the complainant preferred not to accept the same for the reason best known to her and now alleging falsely quoting to have defects.
- (h) That the complainant on several occasions failed to make timely payment of due instalments. However, the buyer's agreement was signed by the Complainant on 11.09.2015 and the physical possession of the unit was to be offered within thirty-six months from the date of signing of this Agreement. Further, the respondent no. 1 was entitled to a grace period of 180 days, after the expiry of thirty-six (36) months for applying and obtaining the occupation certificate in respect of the commercial complex. Hence, the complainant was entitled to receive the offer of possession on or before 10.12.2018. Whereas, due to repeated defaults by the complainant on various occasions in payment of due instalments within required time, respondent no. 1 could obtain occupation certificate on 14.06.2019 which was duly intimated to the complainant vide email dated 19.06.2019. The possession was offered to the complainant vide offer

letter dated 29.07.2019 and an email dated 30.07.2019 which the complainant failed to accept for the reason best known to her.

- (i) That the complainant is clubbing CAM charges with the handing over of the unit in order to mislead this Hon'ble Authority to obtain undue benefits.
  - (j) That the complainant is not entitled for any compensation as alleged against respondent no. 1. The complainant's mere vague allegations and misrepresentation are afterthought only in order to hide its own defaults and further the allegations are not supported by any justifiable evidence the complainant herself failed to fulfil the part of its own obligation.
7. 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 submission made by the parties.

**E. Jurisdiction of the authority**

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for reasons given below.

**E. I Territorial jurisdiction**

9. 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**

10. 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.*

11. 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.**

**F.I The unit shall not be alienated to third party.**

**F.II That as per Para 8.1 of buyer's agreement dated 11.09.2015, possession of retail shop was to be given by 11.03.2019 or before after 42 months (36 + 6) from date of signing of buyer's agreement. But possession was given on 08.04.2022. Hence delay possession compensation on total amount received as on 11.03.2019 and thereafter till the actual handover of the unit in question should be granted by respondent no. 1 to the complainant with simple interest as decided by the Authority.**

12. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

13. The factual matrix of the case reveals that the complainant was allotted unit no. GF-09, ground floor in the respondents' project at a sale consideration of Rs.48,14,976/-. A buyer's agreement was executed between the complainant and respondent no. 1 on 11.09.2015. The possession of the unit was to be offered by 11.03.2019 in terms of clause 8.1(a) of the buyer's agreement executed between the parties subject to unqualified grace period of 180 days for applying and obtaining the occupation certificate. Therefore, the due date of handing over possession comes out to be 11.03.2019. The complainant paid the entire sale consideration towards the subject unit and is ready and willing to retain the allotted unit in question.
14. The respondent no. 1 offered the possession of the subject unit to the complainant on 29.07.2019 after obtaining occupation certificate on 14.06.2019 from the competent authorities. Subsequently, possession certificate was also issued in favour of the complainant on 08.04.2022.
15. The complainant herein intends to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Section 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."***

16. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges and proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, *ibid*. 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.*

17. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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.
18. 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., 16.04.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
19. 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 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;"*

20. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent which is the same as is being granted to them in case of delayed possession charges.
21. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent no. 1 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 dated 11.03.2019. By virtue of clause 8.1(a) of the buyer's agreement executed between the parties, the possession of the subject unit was to be delivered by 11.03.2019. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period.
22. 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 is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 11.03.2019 till the date of offer of possession (29.07.2019) plus two months i.e., till 29.09.2019 or actual handing over of possession i.e., till 08.04.2022, whichever is earlier. The date of offer of possession plus two months being earlier than the date of actual handing over of possession, the respondent no. 1 is obligated to pay interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 11.03.2019 till the date of offer of

possession (29.07.2019) plus two months i.e. up to 29.09.2019 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

23. The authority further observes that the possession had already been handed over to the complainant in the present case. Same is evident from possession certificate dated 08.04.2022 issued in favor of the complainant. Therefore, no direction to this effect is required.

**F.III That Rs.95,635/- with interest thereon as CAM charges from 05.01.2020 to 18.01.2022 should be withdrawn by respondent no. 1.**

24. The authority has decided the issue of maintenance charges in complaint bearing no. **4031 of 2019 titled as "Varun Gupta V. Emaar MGD Land Ltd."** wherein it is held that the maintenance charges are payable after issuance of offer of possession on receipt of occupation certificate plus two months which is the statutory period provided for taking possession of the subject unit by an allottee as per provisions of section 19(10) of the Act. In the present case, occupation certificate was obtained by the respondent no. 1 on 14.06.2019 and possession was offered to the complainant on 29.07.2019. Keeping in view, the peculiar facts and circumstances of the present case, the respondent no. 2 shall demand the maintenance charges from the complainant w.e.f. 29.07.2019 i.e., the date on which the respondent no. 1 offered possession of the unit to the complainant. Thus, the respondent no. 2 is entitled to charge maintenance charges from the complainant for the period post 29.07.2019 and not prior to that. Therefore, the respondent no.2 can demand CAM charges from 05.01.2020 to 18.01.2022 from the complainant.

**F.IV Respondent no. 1 to execute conveyance deed of retail shop no. GF - 09 by charging authorised conveyance deed charges.**

25. As per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favor 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. Section 17(1) of the Act is reproduced below for ready reference:

***"17. Transfer of title.-***

***(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:***

***Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."***

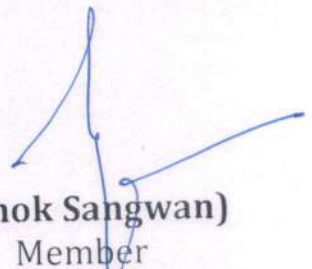
26. The respondent no. 1 is under an obligation as per Section 17 of Act to get the conveyance deed executed in favour of the complainant. Since the occupation certificate for the project had already been received on 14.06.2019, the respondent no.1 is directed to execute the conveyance deed in favour of complainant within 60 days upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government in terms of Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

**G. Directions of the authority**

27. 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 no. 1 is directed to pay delay possession charges at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 11.03.2019 till the date of offer of possession (29.07.2019) plus two months i.e. up to 29.09.2019 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
  - II. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter i.e., respondent no. 1 to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by respondent no. 1 to allottee before 10th of the subsequent month as per Rule 16(2) of the Rules, *ibid*.
  - III. The respondent no. 2 is directed to charge maintenance charges from the complainant for the period post 29.07.2019 and not prior to that.
  - IV. The respondent no.1 is directed to get the conveyance deed executed within a period of 60 days from the date of this order upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government in terms of Section 17 of the Act.
  - V. The respondents shall not charge anything from the complainant which is not part of the buyer's agreement.
28. The complaint stand disposed of.  
29. File be consigned to registry.

**Dated: 16.04.2025**



**(Ashok Sangwan)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram