

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

Complaint no.: 1806 of 2024
Date of filing: 09.05.2024
Order pronounced on: 15.05.2025

Subodh Kumar

Resident of: - B-1, Tower-5, Type-5, Kidwai Nagar East,
South West Delhi, Delhi-110023.

Complainant

Versus

M/s Vatika Limited

Regd. Office at:- Vatika Triangle, 4th Floor, Sushant Lok
Phase-I, Block-A, MG Road, Gurugram- 122002.

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Surender Singh (Advocate)

Shri Dhruv Dutt Sharma (Advocate)

Complainant
Respondent

ORDER

1. This complaint has been filed by the complainant/allottee(s) 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 under the provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

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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:

S. No.	Particulars	Details
1.	Name and location of the project	Vatika Express City, Sector-88A, Gurgaon
2.	Nature of project	Residential project
3.	Project area	9.548 Acres
4.	DTCP License no.	94 of 2013 dated 31.10.2013
5.	RERA registered or not registered	Registered 271 of 2017 dated 09.10.2017 Valid upto 08.10.2022
6.	Unit no.	42, Street no.H-34, on HSG-028, Pocket - H2 (page 10 of complaint & page 20 of reply)
7.	Unit area	1128.16 sq. ft. (super area) (page 10 of complaint & page 20 of reply)
8.	Date of booking	24.08.2015 (page 10 of complaint)
9.	Buyer's agreement	24.08.2018 (page 15 of complaint)
10.	Possession clause	5.Time is essence: <i>"Subject to timely payment of dues/ demands by the allottee(s), the promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority, and towards handing over the floor along with parking to the allottee(s)..."</i> [Emphasis supplied] (as per BBA at page 23 of complaint & 25 of reply)

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11.	Due date of possession	08.04.2023 (08.10.2022 + 6 months as per HARERA Notification on account of Covid-19) (as per date of completion provided in clause iii of registration certificate)
12.	Total sale consideration [BSP+ PLC+ Car parking]	Rs.1,05,84,987.50/- (as per Schedule-C of BBA at page 44 of reply)
13.	Amount paid against the allotted unit	Rs.1,13,31,522/- (as per SOA at page 37 of complaint)
14.	Occupation certificate	07.09.2022 (page 58 of reply)
15.	Offer of possession	21.09.2023 [not on letter head, un stamped & un signed] (page 59 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That the complainant herein above is residing at the address mentioned herein about. The Complainant was searching for a residential property in the Delhi NCR/Haryana Region.
- II. That the respondent no. 1 & 2 through its employees and agents approached complainant and it was represented by them that the respondent companies have cosmopolitan presence in India and are few of the conglomerates in the infrastructure industry.
- III. That respondents have developed sound reputation in the infrastructure sector and have delivered various successful projects. It was represented that the respondents have been known for their world class residential construction and developments. It was also represented that the respondents have many satisfied customers.
- IV. That it was represented to the complainant by respondent that respondents are few of the largest land owners in the area and in

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continuance of their exclusive ownership upon various multistore projects in the Delhi NCR/Haryana Region.

- V. That on such false promises and putting forth a rosy picture by the representative/officials of respondent companies, the complainant got induced and trusted their words and decided to book a unit in the respondent, project "VATIKA" now situated Sec-88A & 88B, Gurugram in the revenue estate village HARSARU, Tehsil & District Gurugram via application for booking dated 24-08-2015 in lien of an total amount of Rs.1,05,84,937/- and paid Rs.2,00,000/- as earnest money paid to the respondent.
- VI. That pursuant to the above said booking a unit bearing no.42, Street no.H-34 on SHG Pocket, H-2, Level-2, Tower as admeasuring approximately 1128.16 sq. ft. along with two parking was allotted to the complainant in the said project "Vatika Express City" situated in the revenue estate Village Harsaru, Tehsil & District Gurugram as states earlier subsequently, an apartment buyer agreement was executed between the complainant and respondent furtherance of the said unit on 24.08.2018.
- VII. That according to the terms and conditions of the said apartment buyer agreement dated 24.08.2018, the entire sale consideration of the said unit, including all charges, amounted to Rs.1,05,94,937/-.
- VIII. That the said apartment buyer agreement incorporated illegal unilateral terms and conditions which were slyly added to the agreement and were favourable to respondent.
- IX. That the respondent raised several demand letters to the complainant, demanding payment of the part of the consideration amount and the complainant, in bonafide manner and belief, made a total payment of

Rs.1,13,31,522/- towards the cost of said unit on various dates and as per demands raised by respondent companies time to time.

- X. The despite the payments towards the said unit, the respondent neither provided the physical possession of the unit, nor developed any of the amenities against which the above said demands were raised and payments were received by the respondent companies. It is highly pertinent to note that this act is grave contravention of the provision of the RERA.
- XI. That the respondent, arbitrarily and illegally, did not mention any possession date in apartment buyer agreement dated 24.08.2018. It is no longer a res-integra that in absence of any due date of possession of unit. the same shall be a reasonable time and may be calculable as 106 Month from the date of booking and hence in the present. scenario, the due date of possession shall be construed within three years of agreement.
- XII. That as such there is a delay of more than 72 months which is continuing due to misrepresentation and deliberate default on part of the respondent companies in delivering the physical possession to the complainant. Furthermore, the complainant preferring this present complaint before this Authority
- XIII. That therefore complainant most respectfully prays to this Authority to allow the present complaint and for directing the respondent to hand over the possession of the agreed unit immediately according to RERA provisions along with penalty for the delay in handing over possession of the related unit.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):
 - i. Immediately order the completion of Possession and Registration Formalities, subjection to the procurement of the Occupancy Certificate

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/ Completion Certificate in respect of the Project-Xpressions (Phase-1), wherein the subject unit no-42, Street No: H-34, Pocket H-2, Sector- 888, Gurugram is located, under intimation to the complainant.

- ii. Delay Penalty as per the provisions of the Haryana Real Estate Regulatory Act, in respect of the delayed possession, in as much as the project is delayed considerably beyond the reasonable period of completion, as the promoter has failed in its duty to stipulate the completion period of the project in question for reasons best known, which is in utter contradiction to the related provisions of law, even though the complainant has been diligent in his duty towards the compliance of his payment obligation and is undergoing immense financial obligations in the nature of the agreed EMI's on account of the Home Loan Account taken for the purchase of the subject unit.
 - iii. Award a sum of Rs.1,00,000/- as litigation costs for this complaint to the complainant.
 - iv. Award a sum of Rs.30,00,000/- towards mental harassment of the complainant to the complaint.
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) of the Act to plead guilty or not to plead guilty.

D. Reply by respondent:

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

- I. That each and every averment and contention, as made/raised in the complaint, unless specifically admitted, be taken to have been categorically denied by respondent and may be read as travesty of facts. That the complaint filed by the complainant before this Authority, besides being misconceived and erroneous, is untenable in the eyes of law.
- II. That even if it was to be assumed though not admitting that the filing of the complaint is not without jurisdiction, even then the claim as raised

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cannot be said to be maintainable and is liable to be rejected for the reasons as ensuing.

- III. That the complaint filed by the complainant is abuse and misuse of process of law and the reliefs claimed as sought for, are liable to be dismissed. No relief much less any interim relief, as sought for, is liable to be granted to the complainant.
- IV. That it has been categorically agreed between the parties that subject to timely payment of amounts due by the allottee to the promoter per agreed payment plan / schedule, as given in schedule-D of the agreement and subject to force majeure events, the promoter agrees to deliver the possession of the floor. In the present case, there has been a delay due to various reasons which were beyond the control of the respondent and the same are enumerated below: -
- Unexpected introduction of a new National Highway being NH 352 W (herein "NH 352 W") proposed to run through the project of the Respondent. Thereafter in a process of developing the said highway 352 W, the land was uplifted by 4 to 5 mtrs.
 - Thereafter GMDA handed over the possession of the land properties/land falling in NH 352 W to NHAI for construction and development of NH 352 W.
 - The GMDA vide its letter dated 08.09.2020 had handed over the possession of said properties for construction and development of NH 352 W to the National Highway Authority of India (NHAI).
 - Further, initially, when HUDA had acquired the sector road and started its construction, an area by 4 to 5 mtrs was uplifted. Before start of the acquisition and construction process, the Respondent had already laid down the services according to the earlier sector road levels.
 - Re-routing of High-Tension lines passing through the lands resulting in inevitable change in the lay out plans and cause unnecessary delay in development.
 - The Hon'ble National Green Tribunal (NGT)/Environment Pollution Control Authority (EPCA) issued directives and measures to counter deterioration in Air Quality in the Delhi-NCR region, especially during winter months. Among these measures were bans imposed on construction activities for a total period of 70 days between November, 2016 to December, 2019.

- The Government of India imposed lockdown in India in March 2020 to curb the spread of the Covid-19 pandemic. This severely impacted the respondent as the respondent was constrained to shut down all construction activities for the sake of workers' safety, most of the labour workforce migrated back to their villages and home states, leaving the respondent in a state where there was a struggle to mobilize adequate number of workers to start and complete the construction of the project due to lack of manpower. It is also not disputed that due to the outbreak of Covid 19, the entire world went into lockdown and all the construction activities were halted and no labours were available. Further, this Authority has also given an extension of 6 months due to outbreak of Covid-19 by invoking force majeure clause.
- V. The above has resulted in delays in construction of the project, for reasons that essentially are beyond the control of respondent for which the respondent cannot be held liable.
- VI. That the complainant did not come forward initially to execute the builder buyer agreement. That the respondent sent several reminders to the complainant for execution of the builder buyer agreement and only thereafter the agreement for sale was executed between the parties. That the complainant has also failed to make payments in time in accordance with the terms and conditions as well as payment plan annexed with the builder buyer agreement and as such the complaint is liable to be rejected.
- VII. That the respondent has already received the occupation certificate way back in September, 2022, in respect of the unit purchased by the complainant, within the agreed timeline. That the respondent after the receipt of the occupation certificate has also offered possession to the complainant vide letter of offer of possession dated 21.09.2023.
7. All other averments made in complaint are denied in toto.



8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submission made by the parties.

E. Jurisdiction of the Authority:

9. The authority has complete territorial and 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 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 leaving aside compensation which is to be

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decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the objections raised by the respondent:

F.1 Objection regarding delay due to force majeure circumstances.

13. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure circumstances such as orders/restrictions of the NGT in NCR as well as competent authorities on account of environmental clearance, ban on construction by the orders of the courts, Hon'ble Supreme court, introduction of new highway being NH-352W, transferring the land acquired for it by HUDA to GMDA, implementation of GST Act 2017, demonetization and Covid-19, it could not speed up the construction of the project, resulting in its delay, then handing over to NHAI, re-routing of high tension lines passing through the land of the project, demonetization and default in making timely payment by several allottees. All the pleas advanced in this regard are devoid of merits. Firstly, the due date of possession as per clause 5 and 7 of the builder buyer agreement dated 24.08.2018, the construction of the unit was to be completed on or before 08.10.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 08.10.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 08.04.2023 (including grace period). Secondly, the events such as NGT in NCR on account of the environmental conditions, ban on construction and other force majeure circumstances do not have impact on the project being developed by the respondent. As the events mentioned above are for short period and are routine in nature happening annually and the promoter



is required to take the same into consideration while fixing due date of possession. And lastly, the event of demonetization was in accordance with government policy and guidelines. Therefore, the Authority is of the view that the outbreak of demonetization cannot be used as an excuse for non-performance of a contract. The due date of handing over of possession comes out to be 08.04.2023 and grace period of 6 months on account of force majeure has already been granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent-builders. Thus, the respondent/ promoter cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

14. Also, as far as the plea with regard to handing over the construction work to NHAI is concerned, neither any specific pleading has been advanced by the respondent during the course of proceedings, nor any documentary evidence has been placed on record to substantiate the same. The contention made by the respondent seems to have been made in routine and are therefore, rejected.

G. Findings on the relief sought by the complainant.

- G.I Direct the respondent to pay the delay penalty as per the provisions of the Act, in respect of the delay possession, as the promoter has failed to deliver the possession within the stipulate period for completion of the project in question.
- G.II Direct the respondent for completion of possession and registration formalities, subject to the procurement of the occupancy certificate in respect of the project- Xpressions (Phase-1), wherein the subject unit is located.

15. 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.

16. On 24.08.2015, the complainant has booked the residential floor bearing no. 42, Street no.H-34, on HSG-028, Pocket – H2, having super area of 1128.16

sq. ft. in the project named as "Vatika Express City" situated at Sector-88A, Gurugram, for a total sale consideration of Rs.1,05,84,988/- (inclusive of BSP, PLC & Car parking) out of which the complainant has made a payment of Rs.1,13,31,522/- to the respondent. The agreement for sale was executed between the parties on 24.08.2018. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by him, 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 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 handing over of possession:** The promoter as per clause 5 and 7 of the buyer's agreement has proposed to complete the construction and shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority, and towards handing over the floor along with parking to the allottee(s), as per the date of completion provided in clause iii of registration certificate. The due date of possession comes out to be 08.10.2022. Further, as per HARERA Notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 08.10.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 08.04.2023 (including grace period).

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

The complainant are seeking delay possession charges however, 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, *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]

(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, *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.

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., 15.05.2025 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) 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;"***

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 the complainant in case of delayed possession charges.
23. On consideration of the circumstances, and the documents on record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. 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. By virtue of clause 5 and 7 of the buyer's agreement dated 24.08.2018 executed between the parties and as per HARERA Notification no.9/3-2020 dated 26.05.2020, the due date of handing over of possession comes out to be 08.04.2023 (including grace period). The occupation certificate was granted by the competent authority on 07.09.2022 and in its reply, the respondent has contended that after receipt of occupation certificate, it has offered the possession of the subject unit to the complainant through a letter on 21.09.2023 (page 59 of reply). Copies of the same have been placed on record.
24. During proceeding dated 15.05.2025, the counsel for the complainant raised an objection that the said offer of possession was never delivered to the complainant and no proof of delivery is provided by the respondent. Further,

the said offer of possession does not pertain any stamp and signature on it. Therefore, there is delay on the part of the respondent, in offering possession and in handing over of possession of the subject unit to the complainant within the stipulated time period. Accordingly, it is the failure on the part of the respondent/promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 24.08.2018.

25. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 07.09.2022. The respondent has offered the possession of the unit in question to the complainant only on 21.09.2023. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of valid offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession till the expiry of 2 months from the date of issuance of valid offer of possession or actual handing over of possession, whichever is earlier.
26. 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 respondents is established. As such the complainant-allottee shall be paid, by the respondent, interest for every month of delay from due date of possession i.e., 08.04.2023 till the date of issuance of valid offer of possession of said unit plus two months or till the actual handing over of possession, whichever



is earlier, at prescribed rate of interest @ 11.10% per annum, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

27. Further 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. As occupation certificate of the unit has been obtained from the competent authority on 07.09.2022, therefore, there is no reason to withheld the execution of conveyance deed which can be executed with respect to the unit. Accordingly, the Authority directs the respondent to execute the conveyance deed in favour of the complainant after payment of applicable stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.

G.III Direct the respondent to pay a sum of Rs.1,00,000/- as litigation costs for this complaint to the complainant.

G.IV Award a sum of Rs.30,00,000/- towards mental harassment of the complainant to the complaint.

28. The complainant is seeking relief w.r.t compensation and litigation costs. The Hon'ble Supreme Court of India in civil appeal no.6745-6759 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors.* (supra) has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respects of compensation and litigation cost.

H. Directions of the Authority

29. 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 delay interest to the complainant against the paid-up amount of Rs.1,13,31,522/- at the prescribed rate i.e., @ 11.10% per annum for every month of delay from the due date of possession i.e., 08.04.2023 till valid offer of possession of the said unit plus two months or actual handing over of possession, whichever is earlier, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.
- ii. The respondent is directed to issue a fresh offer of possession along with a revised statement of account after adjustment of delayed possession charges within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of next 30 days thereafter.
- iii. 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 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.
- iv. The respondent/promoter is directed to handover possession of the unit in question and execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days upon payment of requisite stamp duty and administrative charges by the complainant.

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- v. The respondent shall not charge anything from the complainant-allottee which is not the part of agreed payment plan or the builder buyer agreement dated 24.08.2018.
30. Complaint stands disposed of.
31. File be consigned to registry.

Dated: 15.05.2025


(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram



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