

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

Complaint no. : 3522 of 2023
Date of complaint : 23.08.2023
Order pronounced on: 08.05.2025

Nishant Kumar

R/o: Flat no.103, Tower No.2, Vipul Lavanya
Apartment, Sector-81, Gurugram, Haryana-122004.

Complainant

Versus

M/s Vipul Limited

Registered office: Vipul Tech Square, Golf Course
Road, Sector-43, Gurugram, Haryana - 122009.

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Manish Shukla and Shri Aditya Shukla, Advocates

Complainant

Shri Rishabh Gupta, Advocate

Respondent

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 under the provisions of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A

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	"Vipul Lavanya", Sector-81, Gurugram
2.	Nature of the project	Group housing colony
3.	Project Area	10.512 acres
4.	DTCP license no.	26 of 2010 dated 18.03.2010 Valid upto 17.03.2020
5.	Name of licensee	Vijay Luxmi INDS and 4 others.
6.	RERA Registered/ not registered	Registered Vide no. 15 of 2018 dated 11.09.2018 Valid up to 31.08.2019
7.	Unit no.	103, 1st floor, Tower-2, (As per page no. 25 of the complaint)
8.	Unit area admeasuring	1780 sq. ft. (super area) (As per page no. 25 of the complaint)
9.	Allotment letter	08.05.2019 (As per page no. 25 of the complainant)
10.	Date of execution of flat buyer's agreement	08.05.2019 (As per page no. 38 of complaint)
11.	Possession clause	8.1 Possession (a) Time of handing over the possession <i>Subject to terms of this clause and subject to the vendee(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 vendor, the vendor proposes to hand over the possession of the flat by August, 2019 unless extended by the authority in accordance with the</i>

na

		<p><i>act and rules made thereunder subject to the receipt of requisite other approvals & permissions from the concerned authorities. Force Majeure conditions (defined in clause 8.1 b) ii) and subject to fulfilment of the terms and conditions of this agreement including but not limited to timely payments by the vendee(s), in terms hereof...</i></p> <p>[Emphasis supplied] (As per page no. 47 of complaint)</p>
12.	Due date of possession	31.08.2019 (as mentioned in clause 8.1 of buyer's agreement)
13.	Total sale consideration	Rs.72,64,135/- (As per payment schedule at page no. 61 of the complaint)
14.	Amount paid against the unit	Rs.75,10,298/- (As alleged at page no. 11 of complaint)
15.	Occupation Certificate/ completion certificate	Not obtained (No copy of OC for Tower-2 is provided) 25.05.2015 for Block-6,7,8 & EWS. 20.08.2015 for Block-5,9, EWS & Community building. 04.08.2016 for Block-1,4 & EWS (4th to 6th floor) 27.07.2017 for Tower-10.
16.	No objection certificate from bank <i>(w.r.t handing over of physical possession to the allottee and execution of Conveyance Deed)</i>	02.08.2019 (As per page no. 37 of the reply)
17.	Permission possession letter	06.08.2019 (As per page no. 72 of the complaint)
18.	Possession certificate	21.09.2019 (As per page no. 73 of the complaint)
19.	Reply to RTI <i>(as per reply it is mentioned that the OC for tower-2 & 3 was refused on 20.03.2020)</i>	19.05.2020 (As per page no. 107 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- a. That the complainant is the allottee in the project of 'Vipul Lavanya' constructed by the respondent. That the respondent company had entered into an agreement on 08.05.2019 with the complainant towards allotment of flat number 103, tower no. 2 at 'Vipul Lavanya' project situated at Sector 81 Gurgaon, Haryana. The respondent company had allotted this said unit to the complainant under the flat- buyer agreement.
- b. That the flat buyers-agreement contain detailed terms and condition of selling of the flat and other clauses about the right and title of flat. The complainants had paid all the charges including cover area and maintenance of the said booked flat and nothing is pending. The complainants have never ever defaulter in making payment to the respondent company and all the instalment were paid timely.
- c. That main grievance of the complainants in the present complaint is non-fulfilment of the terms and conditions contained in the flat-buyer agreement. The complainants are owners of their respective flats but not a legal owner of the said property unless the occupancy certificate and encumbrance certificate registered or issued by the relevant authorities in favour of the complainant. From the occupancy certificate it shows and proof that the building has been completed as per the sanction plan. The respondent company had offered the said flats without an occupancy certificate and assured all the complainants that the occupancy certificate for relevant towers has been applied and it may take some time. The complainant was offered illegal provisional and permissive possession on 06.08.2019 and

21.09.19, not actual possession without obtains OC, CC and EC for relevant tower.

- d. That the complainant is a middle-class family facing financial obligations, and has taken a loan from SBI and paying EMIs as well, hence is extremely required the OC, CC and EC from the respondent Builder as the hard-earned money involved in the said flats otherwise irreparable loss would be occurred to the complainants. This Authority mandates that the promoter/builder has to obtain the occupancy, clearance and encumbrance and hand over the same to his buyers/complainants. The said project/ tower come under the ambit of the law and are ready with the infrastructure required occupancy certificate.

Sr No.	Mode of Payment	Date	Amount
1.	CHQ PAID - Number 0000000000029	29.04.2019	7,50,000/-
2.	CHQ PAID - Number 0000000000032	15.05.2019	20,060/-
3.	CHQ PAID-Number 829300 SBI Bank Home Loan	27.06.2019	3,990,000/-
4.	RTGS - Ref HDFCR52019070685956407	6.07.2019	21,00,468/-
5.	RTGS- Ref HDFCR52019072688844541	26.07.2019	5,89,310/-
6.	CBDT TAX - IB26132811582892	26.07.2019	60,460/-
	Total		75,10,298/-

- e. That further on account of delay in getting occupancy certificate, clearance certificate and EC for the aforesaid tower's conveyance deed/ registration of respective complainant's flats are also getting delay day by day. The complainant is over burden with their EMI and other daily expenses.
- f. That it is humbly submitted in various judgments passed by this Authority, it is already held that the builders/developers have to obtain the occupancy certificate for build towers/project and handover the same to the respective buyers/allottees. Here in a case that the developer failed to obtain occupancy certificate and, in such scenarios, it is prayed that this Authority may be

pleased to direct the respondent to adequately compensate for the delay in getting the OC and till such time the registered conveyance deed is to be executed in favour of the buyers/complainants. That if the complainant wishes to sell his ready properties, without an OC, CC and EC can't proceed if their prospective buyer is applying for a loan, as banks require this document as well, reject the loan in absence of OC/EC.

- g. That on 16.02.2023, this Authority has been pleased to hold that permissive possession is illegal without obtaining OC and CC and passed the judgment in connected cases.
- h. That this Authority has also ruled that developers cannot use the force majeure clause for lack of approvals, financial crises and any insolvency proceedings and directed the builders to obtain the occupancy certificate (OC) for the building or pay an interest amount to residents of the building.
- i. That the complainant is an income tax payee and required and need of OC to claim income tax benefits and it very difficult to find a buyer in case if the complainant wish to sell his flat in the future for urgent need, without an OC/EC/CC, it may be very difficult. The complainant is suffering for no fault.
- j. That the Indian judiciary has never left a stone unturned whenever it is felt the interest of an innocent party is at stake the underlying principle of the right to a speedy trial is used in expedited court proceedings and the court has followed the same principle by allowing the prayer in the interest & welfare of the society including individuals, therefore it is in harmony with constitutional principles.
- k. That the complainant has been diligent throughout, be it means of paying all of their instalments in time, following up with the opposite party earlier regarding construction status visiting sight, approvals and OC, CC & EC, Proof of all be presented during the course of hearing.

- l. That the complainant has diligently follow up with the opposite parties regarding the aforesaid OC/CC/EC approvals but every time the opposite party enjoyed and are repeated long extensions for these aforesaid approvals and certificates at the stake of welfare of the complainants. It is pertinent to note that the respondent has caused huge harassment, mental torture and agony to the complainants due to non-fulfilment of terms and condition mentioned in the allotment letter establishing their egregious unfair trade practices.
- m. That the great prejudice shall be caused to the complainant if the present complaint with humble submission and relief are not allowed. It is in best endeavours to ensure timely action and justice and discourage huge organization such as respondent to use the said pandemic as an excuse to escape responsibilities and legal bindings. Covid-19 pandemic shall not be made an opportunity for the respondent to escape their accountability occupancy certificate from concerned authorities for getting issuance of.
- n. That the respondent kept on delaying the occupancy certificate, clearance certificate and encumbrance certificate of the project/relevant towers on one or other pretext and fail to give occupancy certificate of the said units on the agreed terms and conditions. The complainant also sent various representation and request in this regard but the respondent has neither responded nor sought occupancy certificate from the concerned authorities till date. Hence, the respondent is liable to pay the interest on delay on actual possession.
- o. That the complaint is within limitation, the complainants seek leave to add the submissions and grounds further at the time of argument or at the appropriate stage. That the complainant has not filed any other similar

petition before any court of law. That in the interest of justice that the prayer may be allowed.

C. Relief sought by the complainant:

4. The complainant has sought following relief:

- i. Direct the respondent to give actual physical possession of flat and direct to the respondent to get the occupancy certificate/CC and Encumbrance certificate/EC from the concerned authority and registered the conveyance deed in favour of the complainant.
 - ii. Direct the respondent to pay delay interest penalty and litigation cost.
 - iii. Any other order which this Authority deems fit and proper under the facts and circumstances of the case may kindly be passed in favour of the complainant.
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 by filing reply on the following grounds: -
- a. That the complaint filed by the complainant is a misuse of process of law and is misconceived one, hence it is liable to be dismissed out rightly.
 - b. That the complaint filed by the complainant is not maintainable in the present form and is filed on the false and frivolous grounds.
 - c. That the complainant has not come with clean hands before this Hon'ble Forum and have suppressed the true and material facts from this Hon'ble Forum. It is the complainant who has to prove the pleading of the complaint.

It is also well settled law passed by Hon'ble Apex Court, that a person who alleged deficiency in service has to prove it.

- d. That the complainant has no locus standi to file the present complaint as the complainant is already in possession of the unit since year 2019. Thus, the complaint is liable to be dismissed on this score alone.
- e. That the complaint filed by the complainant is barred by Limitation, hence is liable to be dismissed on this ground alone. Admittedly, no step for his grievance has been taken between the year 2019 till 2022. There is no document proof on record. Thus, the complaint is completely barred by limitation and is liable to be dismissed out rightly.
- f. That the complainant is estopped from filing the present complaint by his own acts, conduct, admissions, commissions, omissions, acquiescence and latches.
- g. That the present project the companies namely M/s Graphic Research Consultants (India) Pvt. Ltd, M/s Vinneta Trading Pvt. Ltd. and M/s Abhipra Trading Pvt. Ltd. had acquired and purchased the land admeasuring 10.512 acres situated within the revenue estate of Village Nawada Fatehpur, Sector-81, Gurgaon with the intention to promote and develop a group housing colony over the same. The owner companies have obtained license, from the Director, Town and Country Planning, Haryana, for setting up a Group Housing Colony over the aforesaid land.
- h. That M/s Vipul Ltd. had inter-se entered into agreement with the owner companies in terms of which the M/s Vipul Ltd. is entitled to develop a group housing colony on the land admeasuring 10.512 acres situated in village Nawada, Fatehpur, Sector 81, Tehsil and District Gurugram. That pursuant to the aforesaid inter se agreement, M/s Vipul Ltd. launched the Group Housing Project by the name of "Vipul Lavanya".

- i. That the respondent applied for the occupation certificate from the competent authority vide its letter dated 03.04.2018. The grant of the occupation certificate as on date is under consideration at the office of the competent authority and the company is hopeful that it will soon get the certificate of occupation from the competent authority. Though, the permissive possession has been handed over to the complainant upon his acknowledgment and acceptance.
 - j. That the complainant is aware that the project has been completed and company has also applied for the occupation certificate from the concerned competent authority and upon grant of such occupation certificate the conveyance deed shall be executed, but still the complainants with malafide intention chose the Authority to agitate their frivolous claim.
 - k. The project, i.e. "Vipul Lavanya", Sector 81, Gurugram, Haryana, is neither covered under the Haryana Real Estate (Regulation & Development) Rules, 2017 nor is the said project of the respondent registered with this Authority. As per the definition of "ongoing projects" under Rule 2(o) of the said Rules, any project for which an application for occupation certificate, part thereof or completion certificate or part-completion certificate is made to the competent authority on or before the publication of the said Rules is outside the purview of Haryana Real Estate (Regulation & Development) Rules, 2017.
 - l. That the complainants have never been at all aggrieved and do not fall under the definition of aggrieved person, but still by filing such false, frivolous and vexatious complaint, the complainants are not only harassing the respondent company to succumb to their illegal demand, but by filing such false complaint, they are misleading the Authority.
7. 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 on

the basis of those undisputed documents and oral as well as written submissions made by the parties.

E. Written submission made by the complainant:

8. The complainant has filed the written submissions on 13.02.2025. No additional fact apart from the complaint has been stated in the written submissions.

F. 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.

F.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 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.

F.II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

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

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to give actual physical possession of flat and direct to the respondent to get the occupancy certificate/CC and Encumbrance certificate/EC from the concerned authority and registered the conveyance deed in favour of the complainant.

G.II Direct the respondent to pay delay interest penalty and litigation cost.

G.III Any other order which this Authority deems fit and proper under the facts and circumstances of the case may kindly be passed in favour of the complainant.

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

14. In the present complaint, the complainant has taken the physical possession of the unit on 21.09.2019 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."

(Emphasis supplied)

15. Further, clause 8.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

8.1 Possession

(a) Time of handing over the possession

Subject to terms of this clause and subject to the vendee(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 vendor, the vendor proposes to hand

over the possession of the flat by August, 2019 unless extended by the authority in accordance with the act and rules made thereunder subject to the receipt of requisite other approvals & permissions from the concerned authorities. Force Majeure conditions (defined in clause 8.1 b) ii) and subject to fulfilment of the terms and conditions of this agreement including but not limited to timely payments by the vendee(s), in terms hereof... **(Emphasis supplied)**

16. Therefore, the due date of possession of the unit as per clause 8.1(a) of buyer's agreement, the respondent/promoter has proposed to handover the possession to the complainant by August, 2019. Therefore, the due date of handing over possession comes out to be 31.08.2019.

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

The complainant is 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 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."

18. 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.

19. 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., **08.05.2025**

is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

20. The definition of term 'interest' as defined under Section 2(za) of the Act of 2016 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. Therefore, interest on the delay payments from the complainant 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 regarding contravention of 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 8.1 of the buyer's agreement executed between the parties, the possession of the subject apartment was to be delivered by 31.08.2019. However, the respondent has not obtained the occupation certificate for the tower in which unit of the complainant is situated. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 08.05.2019 to hand over the possession within the stipulated period.
22. The Authority observes that the respondent has admitted in its reply that the respondent has although applied for the occupation certificate to the competent authority on 14.05.2018. However, the same has not been granted to the respondent/promoter till date. There is no record available on the paper book as show why the occupation certificate has not been granted by the competent authority even after more than 7 years from its application. Neither the respondent has given valid and specific reason to justify this delay.

Further, a permission possession letter has been made to the allottee on 06.08.2019, for undertaking to carry out the interior work/ fit out at the unit. Admittedly, the complainant has taken over the actual physical possession on 21.09.2019 and the relevant para of possession certificate is mentioned below:

*"...Certified that **I/we have taken over the possession of the captioned unit on 21.09.2019** i.e., today, along with necessary fittings and fixtures. The enclosed annexure showing the inventory of fitting and fixtures has been checked thoroughly by me/us and found correct. I/we have inspected the construction of the captioned unit and I/we do hereby confirm that the captioned unit is complete in all respects and **I/we have no claim against you in respect of the terms of work done in the captioned unit...** [Emphasis supplied]*

23. The Authority further observes that the complainant was aware that the occupation certificate is not yet received by the respondent, yet he took the actual physical possession of the unit offered by the respondent. This implies that the complainant has been enjoying the vacant and peaceful possession of the unit since 21.09.2019. The Authority is of the considered view that there is nominal delay on the part of the respondent/promoter in handing over the physical possession of the unit in terms of BBA dated 08.05.2019.
24. Accordingly in 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 delayed possession at prescribed rate of interest i.e., 11.10% p.a. w.e.f. 31.08.2019 till 21.09.2019 i.e., actual hand over as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.
25. Further, as per Section 11(4)(b) of the Act of 2016, the promoter is under obligation to get the occupancy certificate from the competent authority and make it available to the allottees or association of the allottees.
26. Moreover, the complainant is seeking the relief for the execution of registered conveyance deed 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(s). Whereas as per section 19(11) of the Act of 2016, the allottee(s) are also obligated to participate towards registration of the conveyance deed of the unit in question. The complainant had taken the possession of the unit on 21.09.2019 on offer of the possession of the unit. As per clause 11 of the buyer's agreement, the respondent shall prepare and execute along with allottee(s) a conveyance deed to convey the title of the said flat in favor of the allottee but only after receiving full payment of total price of the apartment and the relevant clause of the agreement is reproduced for ready reference: -

11 Transfer/ Nomination

"The vendee(s) agrees and undertakes that the Vendee(s) shall not sell, transfer, assign or part with his/her/their right, title or interest, in the said flat or any portion thereof until all the dues payable to the vendor are fully paid and the deed of conveyance has been executed in his/her/their favour vendee(s) is/are, however entitled to get the name of his/her their nominee(s) substituted in his/her/their place with the prior approval of the vendor who may at its sole discretion permit the same on such conditions as it may deem fit. The vendee(s) shall pay to the vendor, transfer charges as applicable from time to time."

26. It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of OC.
27. As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide for transfer of title and the same is reproduced below:

"Section 17: Transfer of title.

17(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."

28. In view of the above, the respondent is further directed to execute the registered conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016, after receipt of occupancy certificate from the competent authority and upon payment of requisite 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.

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/promoter is directed to pay delay possession charges on the amount paid by the complainant/allottee at the rate of 11.10% per annum from the due date of possession (i.e., 31.08.2019) till the date of actual handing over of possession of the unit i.e., 21.09.2019, as per Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- ii. 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*.
- 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(z a) of the Act.

- iv. The respondent/promoter is directed to execute the registered conveyance deed in favour of the complainant/allottee in terms of section 17(1) of the Act of 2016, after receipt of occupancy certificate from the competent authority and upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.

30. Complaint stands disposed of.

31. File be consigned to registry.

Dated: 08.05.2025



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

HARERA
GURUGRAM