

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

**Complaint no.:** 5880 of 2023  
**Date of complaint:** 21.12.2023  
**Date of order:** 21.08.2025

1. Roshan Lal Singhal  
Through GPA Holder - Kishore Kumar Singhal  
2. Sheela Devi  
Through her Legal Heir's namely - Kishore Kumar Singhal  
(**Son**) and Roshan Lal Singhal (**Husband**)  
**All R/o:** - 1/7122, Shiv Marg, Shivaji Park, Shahdara, Delhi  
110032

**Complainants**

Versus

M/s Ramprastha Promoters & Developers Private Limited  
**Regd. office at:** Khasra No.950/1078, Badshapur Village  
Sector 66, Golf Course Extension Road Gurgaon HR 122001

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Shri Abhijeet Gupta (Advocate)  
Shri Vishal Majumdar (Advocate)

**Complainant  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottees 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 there under or to the allottees as per the agreement for sale executed *inter se*.

*Handwritten signature*

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainants, 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 of the project	"Primera, Sector 37D, village Gadauli Kalan, Gurugram
2.	Nature of project	Group housing colony
3.	Area of project	13.156 acres
4.	RERA Registered/Not registered	Registered 21 of 2018 dated 23.10.2018 upto 31.03.2020
5.	Unit no.	1803, tower-18 (page no. 23 of complaint)
6.	Area admeasuring	1720 sq. ft. (carpet area) (page 23of complaint)
7.	Date of flat buyer agreement	27.09.2013 (Page no. 19 of complaint)
8.	Possession clause	<b>15. Possession</b> <b>(a) Time of handing over the Possession</b> <i>Subject to terms of this Clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the DEVELOPER, the DEVELOPER shall endeavor to complete the construction of the Said Apartment within a period of 54 months from the date of approval of Building Plans by the office of DGTCP. The Allottee agrees and understands that the DEVELOPER shall be entitled to a grace period of hundred and twenty (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.</i>
9.	Date of building plan approval	25.04.2013 (taken from another case CR/2508/2023 decided on 01.03.2024 of the same project)

10.	Due date of possession	22.02.2018 (Calculated from the date of building days including grace period of 120 days)
11.	Sale consideration	Rs.1,11,02,305/- (As per payment plan annexed with the BBA at page no. 46 of complaint)
12.	Total amount paid by the complainant	Rs.84,04,034/- (As per receipt information at page no. 51 of complaint)
13.	Occupation certificate	05.04.2023 (submitted by respondent during proceedings dated 08.05.2025)
14.	Offer of possession	08.04.2023 (submitted by respondent during proceedings dated 08.05.2025)

## B. Facts of the complaint

3. The complainants have made the following submissions: -

- I. That, in pursuant to the elaborate advertisements, assurances, representations and promises made by respondent, the complainant in year 2013, considered the purchasing a property bearing no. 1803 ad-measuring 1720 sq. ft., on 18<sup>th</sup> floor at D Block in 'PRIMERA', at Sector 37 D, Gurugram for a total sale consideration of Rs.1,11,02,305/-.
- II. That subsequently, the booking of the said unit i.e., was confirmed to the complainant vide Builder Buyer Agreement dated 27.09.2013, wherein the respondent explicitly assigned all the rights and benefits to the complainant.
- III. That the complainants had already paid an amount of Rs.84,04,034/- out of the total sale consideration. The complainant contacted the respondent on several occasions and was regularly in touch with the respondent. The respondent was never able to give satisfactory response to the complainant regarding the status of the construction and was never definite about the delivery of the possession. Despite the fact the due date of possession is 54 Months i.e. 27.03.2018 as per clause 8 of buyer

agreement.

- IV. That the respondent has obtained the occupation certificate on 05.04.2023 and still harassing the complainant by not giving the allotment of the unit which is against the clauses of builder buyer agreement and 2016 Act.
- V. That the respondent had failed to keep pace with development of the project as the construction of the said project since the date of start of excavation was going at snail pace and the said project is far from completion and the same will not be able to deliver the possession within the stipulated time. It is abundantly clear that the respondent have played a fraud upon the complainant and has cheated him fraudulently and dishonestly with a false promise to complete the construction of the project within the stipulated period.
- VI. That, by the act and conduct of the respondent it's been unambiguously lucid that the respondent from the very beginning had malafide intention to cheat and defraud the complainant.
- VII. That, the respondent is not only guilty of deficiency in services by not fulfilling their promises in due course of their services towards their helpless consumers but also for mental harassment to the complainant by misguiding and misrepresentation of facts which amounts to fraudulent and unfair trade practices.
- VIII. That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the provisions of the Rules, 2017. The complainant has suffered on account of deficiency in service by the Respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Act, 2016 and the provisions of the Rules, 2017.

**C. Relief sought by the complainants:**

- 4. The complainants have sought following relief(s):
  - i. Direct the respondent to pay delay period interest.

- ii. Direct the respondent to handover the possession.
- iii. Direct the respondent to execute sale deed/conveyance deed.

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.

- i. That the complainant has filed the present complaint before the Authority *inter alia* praying for Delay Possession Charges from 27<sup>th</sup> March 2018 along-with interests thereon against the booking of one residential Flat No. D-1803, 18<sup>th</sup> Floor in the project "Primera" of the respondent.
- ii. That furthermore, the complainants herein have not approached the Authority with clean hands and meticulously and fraudulently concealed their own deliberate defaults before the Authority. That time and again, the respondent herein has requested the complainants to come forward and visit the office of the respondent for post cancellation formalities. However, for the reasons best known to the complainants, the complainants failed to fulfil any formalities.
- iii. That the mal-intentions of the complainants have emerged to light with the present time-barred complaint. That assuming without admitting, even if the payment towards booking amount has been rendered by the complainant in 2013, the present claim for delay possession charges which is in the nature of recovery of money is clearly barred by limitation in terms of the provisions of the Limitation Act. Therefore, the present complaint claiming for delay possession charges along with interest is not maintainable on this account as well.
- iv. That furthermore, the complainant has failed to produce any material documents on record to support any existence of contractual obligation

between the parties which demonstrates default on the part of the respondent. More so, it is evident that the complainant herein is desperately attempting to take advantage of its own default which should be strictly dissuaded by this Hon'ble Court in the interest of justice and the well-established principles of law. That for this grave error, the complainant is liable to be penalized with exemplary costs.

- v. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other grounds that the respondent has raised through the present reply. Pertinently, the receipts on which the respondent is placing reliance upon dates back to the year 2013, whereas the complaint has been filed in 2024, evidently after a delay of 11 years. neither any plausible explanation has been furnished by the complainants in respect of such delay nor any substantive ground has been raised in the complaint that would give way to condone such a phenomenal delay. Further, the delay itself is evident of the fact that the complainant did not wish to pursue his alleged rights against the respondent for several years and chose to wake up from slumber much later in a frivolous attempt to have his alleged rights indicated.
- vi. That apart from the above-made submissions, the respondent has already received occupation certificate dated 05.04.2023 with respect to its project "Primera" and has offered possession to majority of allottees pertaining to such project.
- vii. That the complainants are not "Allotees" and hence the proceedings are merely in the nature of recovery which is not maintainable before this Authority. It is submitted that despite the alleged communications of the complainants with the respondents with respect to refund, the complainants approach this Authority after 11 years of the date of BBA i.e. 2013 and as such, this would go on to show that the complaint is barred by limitation and suffers from delay and laches. The complainants have not brought forth any



cogent evidence much less argument that would suffice condonation of such kind of egregious delay.

- viii. That the objective of the 2016 Act is not only to safeguard the interests of the Allottees but also, to ensure the healthy promotion of real estate sector and to protect the interests of the several stake holders involved in such sector.
- ix. That among the diverse objectives of RERA, the most pivotal object of RERA is to see that the real estate projects come to fruition within the stated period and to see that such allottees are not left in the lurch and are finally able to realise their dream of a home, or be paid compensation if such dream is shattered, or at-least get monies back that they had advanced towards the project with interest. At the same time, recalcitrant allottees are not to be tolerated, as they must also perform their part of the bargain, namely, to pay instalments, as and when they became due and payable.
- x. That from the provision and the several judgments of the Hon'ble Supreme Court and the High Courts of various states, an underlining proposition may be drawn that the RERA is entrusted with the responsibility of ensuring the completion of the real estate projects within the stipulated timeline or such extended time, as the Hon'ble RERA may deem fit in the interest of the common justice of both the Allottee and the Builder. That for a miniscule percentage of litigations by non-genuine buyers, the greater justice should not be discarded.
- xi. That the completion of the project ensures the greater good of all the stakeholders involved and any impediment caused by reasons such as outflow of funds into litigation shall adversely impact the welfare of the stakeholders including the genuine buyers involved in the project. That therefore, the powers of the Authority must be exercised judiciously while tilting in favour of the common good and to do the ultimate justice. That the Hon'ble Apex Court in several matters has empathized with the Builders and

other people alike in the real estate sector who are indeed exposed to several adversities in completion of a project.

- xii. That in the abovesaid premises and surmises the present complaint is not maintainable in its present form and ought to be dismissed with exemplary costs upon the complainant.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority.**

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

**E.I Territorial jurisdiction**

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject matter jurisdiction**

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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 complainants at a later stage.

**F. Findings on the objections raised by the respondent.**

**F.1 Objection regarding complaint being time barred.**

13. On consideration of the documents available on record and submissions made by the party, the authority observes that the buyer's agreement w.r.t. unit was executed with the complainants on 27.09.2013. Clause 15(a) of the buyer's agreement dated 27.09.2013, provides for handover of possession which states that the possession of the apartment shall be handed over within a period of within 54 months from the date of building plan approval plus grace period of 120 days for applying and obtaining occupation certificate of the subject unit. The authority calculated due date of possession according to clause 15 of the agreement dated 27.09.2013 from the date of approval of building plan i.e., 25.04.2013. The period of 54 months expired on 22.02.2018 including grace period of 120 days. Thereafter, on 08.04.2023 the respondent offered the possession of the unit to the complainants after receiving OC from the competent authority.
14. So, limitation if any, for a cause of action would accrue to the complainant's w.e.f. 08.04.2023. The present complaint, which seeks possession and delay possession charges was filed on 21.12.2023 within a period of eight months from the date of offer of possession was made. Therefore, the complaint is maintainable and not barred by limitation.

**G. Findings on the relief sought by the complainants.**

**G.1 Direct the respondent to pay delay period interest.**

15. In the present complaint, the complaint was filed by the Roshan Lal Singhal through GPA Holder Kishore Kumar Singhal. The buyer's agreement was

executed in this regard on 27.09.2013 between the Roshan Lal Singhal and Sheela Devi and the respondent herein. During proceeding dated 30.05.2025, the counsel for the complainants stated at bar that the co-allottee namely Smt. Sheela Devi has expired and a copy of death certificate is being placed on record and requests for a short adjournment for impleading the legal heirs of deceased co-allottee (Sheela Devi) along with amended memo of parties and affidavits and the said request was allowed. On 30.07.2025, the complainant has filed surviving member certificate and amended memo of parties along with affidavit.

16. The complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

*.....*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

*(Emphasis supplied)*

17. Clause 15(a) of the apartment buyer's agreement provides for handing over of possession and is reproduced below:

***"15. POSSESSION***

***(a). Time of handing over the Possession***

*Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA shall endeavour to complete the construction of the said Apartment within a period of 54 months from the date of approvals of building plans by the office of DGTCP. The Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex."*

18. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and

conditions of this agreement and application, and the complainants not being in default under any provisions of these agreements and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such one-sided clauses in the agreement and the allottees are left with no option but to sign on the dotted lines.

19. **Due date of handing over possession and admissibility of grace period:**

The promoter has proposed to hand over the possession of the apartment within a period of 54 months from the date of approval of building plans i.e., 25.04.2013 and further provided in agreement that promoter shall be entitled to a grace period of 120 days for applying and obtaining occupation certificate in respect of group housing complex.

20. In the present case, the promoter is seeking 120 days as grace period for applying and obtaining occupation certificate. The Authority relying on the judgement of the *Hon'ble Appellate Tribunal in appeal no. 433 of 2022 tilted as Emaar MGF Land Limited Vs Babia Tiwari and Yogesh Tiwari*, wherein it has been held that if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of 90 days for applying and

obtaining the occupation certificate. The relevant para of the above-mentioned judgement is reproduced below:

*As per section 18 of the Act, if the project of the promoter is delayed and if the allottee wishes to withdraw then he has the option to withdraw from the project and seek refund of the amount or if the allottee does not intend to withdraw from the project and wishes to continue with the project, the allottee is to be paid interest by the promoter for each month of the delay. In our opinion if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of three months for applying and obtaining the occupation certificate. So, in view of the above said circumstances, the appellant-promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the Occupation Certificate.*

21. Therefore, in view of the above judgement and considering the provisions of the Act, the authority is of the view that, the promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the occupation certificate. Thus, the due date of handing over of possession comes out to be 22.02.2018.

22. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under.

***Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***

(1) *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

23. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

24. 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., **21.08.2025** is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
25. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

26. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
27. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 15(a) of the apartment buyer's agreement executed between the parties on 27.09.2013, the possession of the subject unit was to be delivered within a period of 54 months from the date of approval of building plans i.e., 25.04.2013 which comes out to be 22.02.2018 including grace period of 120 days. Accordingly, it is the failure of

the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement dated 27.09.2013 executed between the parties. Occupation certificate was granted by the concerned authority on 05.04.2023 and thereafter, the possession of the subject unit was offered to the complainant on 08.04.2023. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit within the agreed time frame and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 27.09.2013 to hand over the possession within the stipulated period.

28. 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 05.04.2023. The respondent offered the possession of the unit in question to the complainants only on 08.04.2023, so it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainants 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 offer of possession (08.04.2023) which comes out to be 08.06.2023.

29. 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 complainants are entitled to delay possession charges at rate of the prescribed interest @10.85% p.a. w.e.f. 22.02.2018 till the expiry of 2 months from the date of offer of possession (08.04.2023) which comes out to be 08.06.2023 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

**G.II Direct the respondent to handover the possession.**

30. The respondent is directed to handover the physical possession of the allotted unit to the complainants complete in all aspects of buyer's agreement as the respondent has already obtained the occupation certificate for the subject unit on 05.04.2023 and has also offered the possession to the complainants on 08.04.2023.

**G.III Direct the respondent to execute sale deed/conveyance deed.**

31. 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 favour of the complainants. 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.
32. Since the possession of the subject unit has already been offered on 08.04.2023 after obtaining occupation certificate. The respondent is directed to get the conveyance deed executed within a period of three months as per the terms of Section 17 of the Act of 2016 from the date of this order. The respondent is further directed not to place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has

been decided by the authority in complaint bearing no. **4031 of 2019** titled as **Varun Gupta V. Emaar MGF Land Ltd.**

**H. Directions of the authority.**

33. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 22.02.2018 till expiry of 2 months from the date of offer of possession (08.04.2023) i.e., up to 08.06.2023 only as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per rule 16(2) of the rules.
- ii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- iii. The respondent is directed to issue a revised account statement after adjustment of delay possession charges as per above within 30 days and thereafter the complainants are directed to pay outstanding dues, if any, within next 30 days and the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of buyer's agreement within next 30 days.
- iv. The respondent is directed to get the conveyance deed of the allotted unit executed in the favour of the complainants in terms of section 17(1) of the

Act of 2016 on payment of stamp duty and registration charges as applicable.

- v. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and no holding charges shall be levied as per law settled by *Hon'ble Supreme Court in Civil Appeal no. 3864-3899/2020 decided on 14.12.2020.*

34. Complaint as well as applications, if any, stand disposed off accordingly.  
35. File be consigned to registry.

**Dated: 21.08.2025**

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

**HARERA**  
**GURUGRAM**