

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

Complaint no.	2410 of 2023
Date of filing complaint	16.06.2023
Date of decision	04.07.2025

Rajesh Kumar Batra and Mamta Arora
Resident of: E-58, South Extension Part-1,
New Delhi- 110049

Complainants

Versus

Vatika Ltd.
Regd. office: Vatika Triangle, 4th floor, Sushant Lok,
Ph-1, block-a, Mehrauli-Gurugram Road,
Gurugram-122002

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Mr. Harshit Goyal (Advocate)

Mr. Dhananjai Jain (Advocate)

Complainants

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 there under or to the allottee as per the agreement for sale executed inter se.

B. Unit and project-related details

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

S. N.	Particulars	Details
1.	Name of the project	High Street at INXT, Sector 83, Gurugram
2.	Nature of the project	Plotted colony
3.	DTCP License no	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
4.	RERA Registered/ not registered	263 of 2017 dated 03.10.2017 valid upto 02.10.2022
5.	Unit no.	149, 1 st floor [Page 16 of complaint]
6.	Unit area	1105 sq. ft. (super area) 1. [Page 16 of complaint]
7.	Date of allotment	26.08.2017 [Page 16 of complaint]
8.	Assured return clause [As per terms and conditions of Allotment letter dated 26.08.2017]	<p>4. The developer shall remit an assured monthly return of Rs.81.66 per sq. ft. till completion of the building. It is stated that the project is in advance stages of construction and the developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said commercial unit soon.</p> <p>5. The Allottee authorizes the developer to lease out the said unit, which is part of the commercial complex (mention name of the project) and agrees that the obligation of the developer shall be to</p>

		<p>lease the said unit along with the other commercial spaces in the commercial complex. The developer shall lease the unit along with the premises @100/- per sq. ft. However, in the eventuality the achieved lease return being higher or lower than Rs.100/- per sq. ft. the following would be applicable.</p> <p>a. If the achieved rental is less than Rs.100/- per sq. ft. then you shall be refunded @ Rs.133.33/- per sq. ft. (Rupees One Hundred Thirty-Three) for every Rs.1/- by which achieved rental is less than Rs.100/- per sq. ft.</p> <p>b. If the achieved rental is more than Rs.100/- per sq. ft. shall be liable to pay additional sales consideration @ Rs.66.67/- per sq. ft. for every rupee of additional rental achieved.</p> <p>[Page 17 of complaint]</p>
9.	Date of Agreement to Sale	Not executed
10.	Possession clause	Not available
11.	Due date of possession	<p>26.08.2020 (Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253/2018 from the date of allotment letter i.e. 26.08.2017)</p>
12.	Basic sale consideration	<p>Rs.1,41,69,936/- [As per SOA dated 22.01.2020 at page 19 of complaint]</p>
13.	Amount paid by the complainant	<p>Rs.1,53,15,163/- [As per SOA dated 22.01.2020 at page 19 of complaint]</p>

14.	Occupation certificate /Completion certificate	Not placed on record
15.	Notice of possession	Not placed on record
16.	Amount of assured return	To be ascertained

C. Facts of the complaint:

3. The complainant has made the following submissions:

- a) That the complainant is an innocent allottees of the real estate project HIGHSTREET AT INXT developed by Vatika Limited. having its registered office at Gurugram being developed by the respondent company.
- b) That the respondent company i.e., Vatika Limited is a real estate development company and is engaged in development of multiple real estate projects across Gurugram.
- c) The allotment letter was issued between the allottees and the respondent on in respect of Unit No.149 on 1st Floor, located at NH-8, sector 83, Gurugram admeasuring 1105 sq. ft super area.
- d) As per clause 4 respondent company is liable to pay assured return of Rs. 81.66/- per sq ft per month as minimum guaranteed rent for first 36 months from the date of completion of project or till the date the said unit is put to lease whichever is earlier.
- e) That the complainant had invested his hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at in order to allure the complainant. However, the respondent has failed to abide all the obligations of him stated orally and under the builder buyer agreement duly executed between both the present parties.
- f) Therefore, the present complainant is forced to file present complaint

before this hon'ble authority under Section 31 of Real Estate Regulation and Development Act, 2016 read with Rule 28 of Haryana Real Estate (Regulation and Development) Rules, 2017 to seek redressal of the grievances against the respondent company.

- g) As per clause 5 of Allotment Letter dated 26.08.2017, the respondent company was also liable to lease the booked unit at the rate of Rs-100-per-sq-ft.
- h) The respondent company was also liable to deliver possession of the booked unit within a period of 3 years from the date of issue of Allotment Letter. Therefore, the due date of possession was 26.08.2020. The respondent has failed to offer lawful and legal possession of the booked unit along with Occupation Certificate to the complainant till date.

D. Relief sought by the complainants:

4. The complainants have sought the following relief(s):
- Direct the respondent to pay pending assured return of Rs.81.66/- per sq. ft. per month pending from October, 2008 along with interest to the complainant.
 - Direct the respondent to execute and register conveyance deed in respect of the booked unit.
 - Direct the respondent to pay delayed possession charges from due date of delivery i.e., 26.08.2020 till date of final offer of possession.
 - Direct the respondent to deliver possession of booked unit.
 - Restrain respondent company from creating 3rd party rights and maintain status quo in respect of the booked unit.
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.

E. Reply by the respondent.

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

- a) That the complainant has not approached the Ld. Authority with clean hands and has suppressed the relevant material facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost. That the present complaint under reply is a bundle of lies, proceeded on absurd grounds and is filed without any cause of action hence is liable to be dismissed.
- b) That the complainant has filed the present complaint with oblique motive of harassing the respondent company and to extort illegitimate money while making absolute false and baseless allegations against the respondent.
- c) That the complainant herein has failed to provide the correct/complete facts and the same are reproduced hereunder for necessary and proper adjudication of the present matter.
- d) At the outset, it is pertinent to bring into the attention of the Ld. Authority that the complaint under reply is not maintainable as the term "Assured Return" has not been defined under the Real Estate Regulatory Act, 2016 and therefore any such complaint is not maintainable under the present Act. The complainant in this case should have approached civil court being proper forum to adjudicate upon such disputes.
- e) As per the judgment in the case of Brhimjeet & Anr Vs M/s. Landmark Apartments Pvt Ltd. (Complaint No. 141 of 2018) and Sh. Bharam Singh & Anr. Vs Ventain LDF Projects LLP (Complaint No. 175 of 2018) decided on 07.08.2018 and 27.11.2018, it was held

that the Ld. Authority has no jurisdiction to deal with cases of assured returns.

- f) That the respondent had entered into an agreement of assured return with the complainant in the year 2016 however the government has enacted Banning of Unregulated Deposit Scheme Act, 2019 thereby putting a sanction on all such commitments made by the Builder under the agreement of assured return. Therefore, as per Section 2 (j) of the Contract Act "A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable" and therefore all such contracts after enactment of BUDS Act have been void contracts and therefore such agreements have no enforceability in the eyes of law.
- g) It is pertinent to bring into the attention of this Ld. Authority that the complainant herein along with his mother had invested money into the project of the respondent, and has not purchased the said unit for residential use.
- h) The complainant had erred gravely in filing the present complaint and misconstrued the provisions of the RERA Act. It is imperative to bring the attention of the Ld. Authority that the Real Estate (Regulation and Development) Act, 2016, was passed with the sole intention for regulation of the real estate projects, promoters and for the dispute resolution between builders and buyers.
- i) That it is an established fact herein that the complainant booked the said commercial unit with the respondent for investment purposes. The said complainant herein is not an "Allottee", as the complainant approached the respondent with an investment opportunity in the form of a steady rental income from the commercial units.

- j) That after having dire interest in the project constructed by the respondent the complainant booked a commercial unit under the assured return scheme, on her own judgement and investigation. It is evident that the complainant was aware of the status of the project and booked the unit to make steady monthly returns, without any protest or demur.
- k) That it is the admitted case of the complainant that he has booked a unit in the project "V'Lante" located in Sector 83 Gurgaon for a total consideration of 1,43,65,000/-.
- l) That since starting the respondent had always tried level best to comply with the terms of the agreement and has always intimated the exact status of the project. However, the respondent herein could not continue with the payments of assured return after coming in force of the BUDS Act, 2019.
- m) The complainant that the said booking is for commercial project and not residential unit. Therefore, the relationship between the complainant and the respondent is not that of a "Builder-Buyer". That only valid inference that can be drawn out of the futile attempt of the complainant by filling this complaint is that the complainant is an investor and seeks speculative gains. Therefore, the complaint is liable to be dismissed at the very outset.
- n) That the complainant is merely trying to hoodwink the Ld. Authority by concealing facts which are detrimental to this complaint at hand. Therefore, the said allotment of the said commercial unit contained a "Lease Clause" which empowers the developer to put a unit of complainant along with other commercial space unit on lease and does not have "Possession Clauses", for physical possession.

o) It is imperative to mention that the issue pertaining to the *relief of assured return* is already pending for adjudication before the Hon'ble Punjab and Haryana High Court, in the matter of '*Vatika Limited vs. Union of India and Anr.*' in CWP No. 26740 of 2022, wherein the court had restrained the respondents from taking any coercive steps in criminal cases registered against the respondent herein, for seeking recovery against deposits till next date of hearing and the same has now been listed for 23.11.2023.

F. Jurisdiction of the authority:

7. 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

8. 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 the entire Gurugram District for all purposes 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

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per the 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.

10. 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 promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

G. Findings on the objections raised by the respondent:

F.I Pendency of petition before Hon'ble Punjab and Haryana High Court regarding assured return

11. The respondent has raised an objection that the Hon'ble High Court of Punjab & Haryana in CWP No. 26740 of 2022 titled as "Vatika Limited Vs. Union of India & Ors.", took the cognizance in respect of Banning of Unregulated Deposits Schemes Act, 2019 and restrained the Union of India and the State of Haryana from taking coercive steps in criminal cases registered against the Company for seeking recovery against deposits till the next date of hearing.
12. With respect to the aforesaid contention, the authority place reliance on order dated 22.11.2023 in CWP No. 26740 of 2022 (supra), whereby the Hon'ble Punjab and Haryana High Court has stated that-
- "...there is no stay on adjudication on the pending civil appeals/petitions before the Real Estate Regulatory Authority as also against the investigating agencies and they are at liberty to proceed further in the ongoing matters that are pending with them. There is no scope for any further clarification."*
13. Thus, in view of the above, the authority has decided to proceed further with the present matter.

F.II Objection regarding maintainability of complaint on account of complainant being investor

14. The respondent took a stand that the complainants are investors and not consumers and therefore, they are not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the

Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the allotment letter, it is revealed that the complainant is buyer, and they have paid a considerable amount to the respondent-promoter towards purchase of unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent"

15. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the allotment letter, it is crystal clear that the complainants are allottee(s) as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor are not entitled to protection of this Act also stands rejected.

G. Findings on relief sought by the complainants.

G.I Direct the respondent to pay pending assured return of Rs.81.66/- per sq. ft. per month pending from October,2008 along with interest to the complainant.

G.II Direct the respondent to pay delayed possession charges from due date of delivery till date of final offer of possession.

G.III Direct the respondent to deliver possession of booked unit.

16. The common issues with regard to assured return and delay possession charges are involved in the aforesaid complaint.

I. Assured returns

17. The complainant is seeking unpaid assured returns on monthly basis as per allotment letter dated 26.08.2017 at the rates mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the said allotment letter. Though for some time, the amount of assured returns was paid but later on, the respondent refused to pay the same by taking a plea that the same is not payable in view of enactment of the Banning of Unregulated Deposit Schemes Act, 2019 (hereinafter referred to as the Act of 2019), citing earlier decision of the authority (*Brhimjeet & Anr. Vs. M/s Landmark Apartments Pvt. Ltd., complaint no 141 of 2018*) whereby relief of assured return was declined by the authority. The authority has rejected the aforesaid objections raised by the respondent in **CR/8001/2022 titled as Gaurav Kaushik and anr. Vs. Vatika Ltd.** wherein the authority while reiterating the principle of prospective ruling, has held that the authority can take different view from the earlier one on the basis of new facts and law and the pronouncements made by the apex court of the land and it was held that when payment of assured returns is part and parcel of builder buyer's agreement (maybe there is a clause in that document or by way of addendum, memorandum of understanding or terms and conditions of the allotment of a unit), then the builder is liable to pay that amount as agreed upon and the Act of 2019 does not create a bar for payment of assured returns even after coming into operation as the payments made in this regard are protected as per Section 2(4)(I)(iii) of the Act of 2019. Thus, the plea advanced by the respondent is not sustainable in view of the aforesaid reasoning and case cited above.

18. The money was taken by the builder as a deposit in advance against allotment of immovable property and its possession was to be offered within a certain period. However, in view of taking sale consideration by way of advance, the builder promised certain amount by way of assured returns for a certain period. So, on his failure to fulfil that commitment, the allottee has a right to approach the authority for redressal of his grievances by way of filing a complaint.
19. The builder is liable to pay that amount as agreed upon and can't take a plea that it is not liable to pay the amount of assured return. Moreover, an agreement defines the builder/buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the original agreement for sale.
20. It is not disputed that the respondent is a real estate developer, and it had obtained registration under the Act of 2016 for the project in question. The Authority under this Act has been regulating the advances received under the project and its various other aspects. So, the amount paid by the complainants to the builder is a regulated deposit accepted by the latter from the former against the immovable property to be transferred to the allottees later. In view of the above, the respondent is liable to pay assured return to the complainant-allottees in terms of the allotment letter dated 26.08.2017.

II. Delay possession charges.

21. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges with respect to the subject unit as provided under the provisions of Section 18(1) of the Act which 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."

22. The subject unit was allotted to the complainant vide allotment letter dated 26.08.2017. As per the allotment letter, the respondent developer was under an obligation to further lease out the unit of the complainant post completion.

III. Due date of possession:

23. As per the documents available on record no buyer agreement has been executed between the parties and the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter ***Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442: (2018) 3 SCC (civ) 1*** and then was reiterated in ***Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725-***

"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e. the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."

24. In the instant case, the promoter has allotted a plot in its project vide allotment letter dated i.e. 26.08.2017. In view of the above-mentioned reasoning the date of allotment ought to be taken as a date for calculating

the due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 26.08.2020.

25. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. 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]

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."

26. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. 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., 04.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

27. 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—

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 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;"*

28. On consideration of documents available on record and submissions made by the complainant and the respondent, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The possession of the subject unit was to be completed within a stipulated time.
29. However now, the proposition before it is as to whether the allottee who is getting/entitled for assured return even after expiry of due date of possession, can claim both the assured return as well as delayed possession charges?
30. To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottees on account of provisions in the allotment letter. The assured return in this case is payable as per "Allotment Letter". The rate at which assured return has been committed by the promoter is Rs.81.66/- per sq. ft. of the super area per month till the completion of the construction of the building which is more than reasonable in the present circumstances. If we compare this assured return with delayed possession charges payable under proviso to Section 18(1) of the Act, 2016, the delayed possession charges are much better i.e., delayed possession charges in this case are payable at Rs.1,41,665/- from due date of delivery till date of final offer of possession whereas the assured return is payable approximately Rs.90,234/- per month. The purpose of assured return even after completion of the building is served on payment of delayed possession charges after due date of possession as the same is to safeguard the interest of the allottee as their money is continued to be used by the promoter even after the promised due date and in return, they are to

be paid either the assured return or delayed possession charges whichever is higher.

31. On consideration of the documents available on record and submissions made by the parties regarding contravention as per 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. Occupation certificate has not been granted by the concerned authority till date. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities to hand over the physical possession within the stipulated period.
32. Accordingly, the non-compliance of the mandate contained in in Section 11(4) (a) read with Section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at prescribed rate of the interest @ 11.10 % p.a. till the date of offer of possession plus 2 months after obtaining the occupation certificate or actual handover, whichever is earlier as per provisions of Section 18(1) of the Act read with rule 15 of the rules.
33. Further, the Authority declines to order payment of any amount on account of assured return as their interest has been protected by granting delayed possession charges from due date of delivery till date of final offer of possession.

G.IV Direct the respondent to execute conveyance deed as per the agreed terms.

34. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

"17. Transfer of title. -

(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession

of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

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

35. The authority observes that OC in respect of the project where the subject unit is situated has not been obtained by the respondent promoter till date. As on date, conveyance deed cannot be executed in respect of, the subject unit, however, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. In view of above, the respondent shall execute the conveyance deed of the allotted unit within 3 months after the receipt of the OC from the concerned authority and upon payment of requisite stamp duty by the complainant as per norms of the state government.

H. Directions issued by the Authority:

36. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- a. The respondent/promoter is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 26.08.2020 till expiry of 2 months from the date of offer of possession or actual handover, whichever is earlier as per section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.

- b. The respondent is directed to execute the conveyance deed of the allotted unit within a period of 3 months from the date of this order.
- c. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.
37. Complaint stands disposed of.
38. File be consigned to the Registry.

Dated: 04.07.2025



Arun Kumar
(Chairman)

Haryana Real Estate
Regulatory Authority,
Gurugram