

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

Complaint no.: 2170 of 2025
Complaint filed on: 19.03.2024
Date of decision: 29.01.2026

1. Mr. Parvesh Kumar
 2. Mrs. Sagarika Godara
- Both RR/o: 810, C-03, Shivalik Apartment Sidco, 1 IMT
Manesar, Gurugram Haryana- 122052

Complainants

Versus

1. M/s Savyasachi Infrastructure Private Limited.
Regd. Office: 251-252, Tower - B, Spazedge Building,
Tower-B, Sohna Road, Sector- 47, Gurugram Haryana-
122001
2. M/s Sharma Confectioners Private Limited
Regd. Office: 3-B, Mandeville Gardens, Ballygunge, P.S.
Gariahat Kolkata WB- 700019IN
Also, at: - Kaushik Farm House, Budhera, SGT-University,
Road Near Budhera Bus Stand Budhera, Gurugram- 123505

Respondents

CORAM:

Shri Phool Singh Saini

Member

Appearance:

Shri Gaurav Rawat

None

Advocate for the complainants
Advocate for the respondents

EXPARTE-ORDER

1. The present complaint has been filed by the complainant-allottees in Form CRA 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 to the allottee as per the agreement for sale executed inter se them.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), 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	"Amaya Greens", Sector 03, Gurugram.
2.	Nature of the project	Affordable plotted colony under Deen Dayal Jan Awaas Yojna
3.	Project area	9.0375 acres
4.	License no.	37 of 2017 dated 28.06.2017 Valid up to 27.06.2022 Licensed area: 9.0375 acres Licensee: Sharma Confectioners Pvt. Ltd.
5.	RERA registered or not	212 of 2017 dated 18.09.2017 Valid up to 16.03.2023 (Including 6 months grace period of COVID) Registered area: 9.0375 acres
6.	Completion certificate received on	11.01.2021
7.	Allotment letter issued by the respondent	Not annexed
8.	Date of execution of MoU	20.05.2019 [Page no. 28 of complaint]
9.	Plot no.	C-34 (Page no. 28 of complaint)
10.	Basic sale price	Rs.16,53,190/- (As alleged by the complainant at page no. 23 of complaint)
11.	Paid up amount	Rs.14,00,0000/- (As per clause 3 of MoU at page no. 29 of complaint)
12.	Possession clause	5. "That the first party assures the second party that the possession of the said plot shall be handed over within a period of

		<i>Twelve Months from the date of signing of this MoU and if in any case.</i> [Page no. 30 of complaint]
13.	Due date of possession	20.11.2020 [Note: - Due date of possession calculated from the date of signing of MoU dated 20.05.2019 + 6 months grace period in lieu of Covid-19]
14.	Possession letter	14.04.2022

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
- That in 2017, the respondent issued an advertisement announcing a Deen Dayal Jan Awaas Yojna "Amaya Greens" at Sector -3, Farukh Nagar, Gurugram, under license no. 37 of 2017 dated 24.06.2017, issued by DTCP, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. The respondent confirmed that the project had got building plan approval from the authority.
 - Relying on various representations and assurances given by the respondent and on belief of such assurances, complainant booked a plot unit in the project by paying an amount of Rs1,00,000/- towards the said plot no. C-34, in Sector-3, Gurugram, having super area admeasuring 107.35 sq. yards. to the respondents and the same was acknowledged by the respondents.
 - That the respondents confirming the booking of the said plot on 08.03.2019 and allotted a plot no. C-34 measuring 107.35 sq. yards in the said project for a total sale consideration of Rs.16,53,190/- which includes basic price, EDC and IDC, car parking charges and other specifications of the allotted unit.



- d. That at the time of booking of the said plot, assurance was made to the complainant the agreement will be executed within 2 months but till date respondents have failed to execute the buyer's agreement and also failed to offer/handover the possession of the said unit even after a delay of more than around 6 years. The respondents were liable to handover the physical possession of the plot within 12 months. Therefore, the respondents were liable to pay interest as per the prescribed rate as laid under the Act, 2016 & the Rules, 2017 for the delay in the delivery till the completion of the construction of unit. Therefore, due date of possession comes out to be 20.05.2020.
- e. During the period the complainant went to the office of respondent several times and requested them to allow them to visit the site further enquiring as to when the respondents will get buyers agreement executed but it was never allowed saying that they do not permit any buyer to visit the site during construction period.
- f. That allotment of the unit was made on 20.05.2019, after coming into force of the RERA Act, 2016 and as per the Act, after coming into force of the Act the respondent can charge only on the carpet of the unit not on the super area of the unit. In the present case, respondent has received more than 10% of the total consideration without executing the BBA which is against the provisions of the Act, 2016 and the rules, 2017 made thereof. Hence, in accordance to the provisions of the Act, 2016 necessary penal action to be taken against the respondent and direction may kindly be passed to the respondent. It is pertinent to mention here that the respondent on 14.04.2022, send possession letter to the complainants, thereafter, receipts of the said possession letter complainants went to the office of the respondent to take the



physical possession of the unit but same was denied and till date not handed over to the complainants.

- g. The respondents not only failed to adhere to the terms and conditions of booking but also illegally extracted money from the complainants by making false promises and statements at the time of booking. The respondents are unable to handover a possession even after a delay of 4 years.
- h. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.
- i. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) 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 Real Estate (Regulation and Development) Act, 2016

(Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.

- j. That the clauses of allotment letter are totally unjust, arbitrary and amounts to unfair trade practice as held by the Hon'ble NCDRC in the case titled as *Shri Satish Kumar Pandey & Anr. v/s M.s Unitech Ltd. (14.07.2015)* as also in the judgment of Hon'ble Supreme Court in *Neelkamal Realtors Suburban Pvt Ltd Vs. UOI and ors. (W.P 2737 of 2017)*.
- k. That as per section 18 of the RERA Act. 2016, the promoter is liable to pay delay possession charges to the allottees of a unit, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.
- l. That the project in question is ongoing as defined under Rule 2(o) of the Rules, ibid and does not fall in any of the exception provided under the Rules.
- m. The complainant after losing all the hope from the respondents, having his dreams shattered of owning a flat and having basic necessary facilities in the vicinity of "Amaya Greens" project and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- a. Direct the respondents to hand over the symbolic and constructive possession of said plot in question with all amenities and specifications as promised, in all completeness without any further delay.
- b. Direct the respondents to execute a builder buyer agreement in respect of the plot in question in favour of the complainants;



- c. Direct the respondents to pay the interest on the total amount paid by complainants -at the prescribed rate of interest as per RERA, from due date of possession till the handing over of possession.
- d. Direct the respondents to get the conveyance deed executed.
- e. Direct the respondents to pay the amount due to the complainants, from the respondents, on account of the interest, as per the guidelines laid in the Act, 2016 and the monthly assured amount(s) as per clause of the allotment letter.
- f. To restrain the respondents from raising fresh demand(s)for payment under any head, as the complainants had already made payment as per the payment plane.
- g. It is most respectfully prayed that till the time possession, as promised in the MOU, of the unit in question, is handed over to the complainants, this Hon'ble Authority be pleased to order the respondents not create any third-party rights or cancel the allotment of unit.
- h. Direct the respondents not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a pre-condition for signing the conveyance deed.
- i. Direct the respondents to provide the exact lay out plan of said unit.
- j. To take penal action against the respondents for violation of various provisions of the Act,2016.
- k. Direct the Respondents not to charge anything irrelevant which has not been agreed to between the parties like Labour Cess, electrification Charges, maintenance charges etc., which in any case is not payable by the complainants.
- l. Pass such other or further order(s), which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.



5. The Authority issued a notice dated 24.04.2025 to the respondent by speed post and also sent it to the provided email addresses, savyasachi@gmail.com, sndas1953@gmail.com, rawatgaurav6464@gmail.com. Delivery reports have been placed on record. The respondents failed to appear before the Authority on 04.09.2025, 23.10.2025 and 04.12.2025. Further, even during the further hearings dated 29.01.2026, none appeared on behalf of the respondent. Neither reply was filed within the stipulated period in order dated 23.10.2025 nor cost of Rs.10,000/- paid on behalf of respondents to the complainant. Since none has appeared on behalf of the respondents despite being given sufficient opportunities, in view of the same, the defense of the respondents was struck off and respondents are proceeded ex-parte vide order dated 29.01.2026.

D. Jurisdiction of the authority

6. The respondent has raised preliminary objection regarding jurisdiction of authority to entertain the present complaint. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

D. I Territorial jurisdiction

7. 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.

D. II Subject matter jurisdiction



8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

9. 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.

E. Findings on the relief sought by the complainants

- E. I** Direct the respondent to hand over the symbolic and constructive possession of said unit in question with all amenities and specifications as promised, in all completeness without any further delay.
- E. II** It is most respectfully prayed that till the time possession, as promised in the MOU, of the unit in question, is handed over to the complainants, this Hon'ble Authority be pleased to order the respondents not create any third-party rights or cancel the allotment of unit.
10. The grievance of the complainant is that the respondent has failed to handover the physical possession.
11. The Authority observes that respondent promoter has obtained completion certificate in respect of the said project from the competent authority on 11.01.2021. On documents and submission made by the complainant, the Authority observes that the respondent has issued a possession letter dated





14.04.2022 (page 31 of complaint). Further, as per Section 17 of the Act, 2016 the promoter is an under obligated to handover the physical possession of the subject plot complete in all respect and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.

12. In view of the above, in case the possession of the unit is not yet handed over to the complainant, the respondent is obligated to handover the possession of the allotted plot to the complainant complete in all aspects within one month from date of this order after payment of outstanding dues, if any, as the completion certificate in respect of the project has already been obtained by it from the competent authority.

E. III Direct the respondent to pay the interest on the total amount paid by complainant at the prescribed rate of interest as per RERA, from due date of possession till the handing over of possession.

E. IV Direct the respondents to pay the amount due to the complainants, from the respondents, on account of the interest, as per the guidelines laid in the Act, 2016 and the monthly assured amount(s) as per clause of the allotment letter.

13. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges at prescribed rate of interest on amount already paid by them as provided under the proviso to 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."

14. Clause 5 of the Memorandum of understanding (in short, the MoU) dated 20.05.2019, provides for handing over possession and the same is reproduced below:

"5. "That the first party assures the second party that the possession of the said plot shall be handed over within a period of Twelve Months from the date of signing of this MoU and if in any case."

15. **Due date of handing over possession:** As per clause 5 of MoU, the respondent promoter has proposed to handover the possession of the subject unit within a period of twelve months from the date of signing of this MoU to the allottees as per terms of this MoU. The authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic has allowed the grace period of 6 months to the promoter. Therefore, the due date of handing over possession comes out to be 20.11.2020.

16. **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 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]

(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.

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



18. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 29.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
19. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
21. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the MoU dated 20.05.2019. By virtue of clause 5 of the MoU, the possession of the subject apartment was to be delivered within a period of 12 months from the date of signing of this MoU i.e., 20.05.2019. As far as grace period is concerned, the same is allowed for





a period of 6 months in lieu of HARERA notification no. 9/3-2020 dated 26.05.2020. As such the due date for handing over of possession comes out to be 20.11.2019. In the present case, the complainant was offered possession letter by the respondent only on 14.04.2022 after obtaining completion certificate dated 11.01.2021 from the competent authority. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the MoU executed between the parties.

22. 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 completion certificate was granted by the competent authority on 11.01.2021. However, the respondent offered the possession letter of the plot in question to the complainant only on 14.04.2022, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, he should be given 2 months' time from the date of offer of possession. These 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has 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.
23. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 20.11.2020 till the

date of offer of possession letter (14.04.2022) plus two months i.e., 14.06.2022 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

E. V Direct the respondents to get the conveyance deed executed in favour of the complainant.

E. VI Direct the respondent not to force the complainant to sign any indemnity-cum-undertaking indemnifying the builder from anything legal as a pre-condition for signing the conveyance deed.

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

25. The respondent is 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 Limited"** decided on 12.08.2021.

26. Further, 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."

27. The respondent is under an obligation as per Section 17 of Act to get the conveyance deed executed in favor of the complainant. As delineated hereinabove, the completion certificate in respect of the said project was





granted on 11.01.2021 by the competent authority. Thus, the respondent is directed to execute the conveyance deed upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act failing which the complainant may approach the adjudicating officer for execution of order.

E. VII Direct the respondents to execute a builder buyer agreement in respect of the plot in question in favour of the complainants.

28. The respondent/promoter is under obligated to enter into a registered buyer's agreement with the complainants as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017. Therefore, the respondent is directed to execute the 'agreement for sale' annexed with the Rules, 2017 within a period of 60 days from the date of this order.

E. VIII Direct the respondents to provide the exact lay out plan of said unit.

29. As per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or Rules and Regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondent/promoter is directed to provide the exact layout plan of the unit in question to the complainant/allottee within a period of 1 month from the date of this order.

E. IX To take penal action against the respondents for violation of various provisions of the Act,2016.

30. The above said relief was not pressed by the complainant's counsel during the arguments in the course of hearing. Also, the complainants failed to provide or describe any information related to the above-mentioned relief sought. The Authority is of the view that the complainants does not intend

to pursue the above relief sought by him. Hence, the Authority has not rendered any findings pertaining to the above-mentioned relief.

E.X Direct the Respondents not to charge anything irrelevant which has not been agreed to between the parties like Labour Cess, electrification Charges, maintenance charges etc., which in any case is not payable by the complainants.

E. XI To restrain the respondents from raising fresh demand(s) for payment under any head, as the complainants had already made payment as per the payment plane.

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

32. **Labour cess** is levied @ 1% on the cost of construction incurred by an employer as per the provisions of sections 3(1) and 3(3) of the Building and Other Construction Workers' Welfare Cess Act, 1996 read with Notification No. S.O 2899 dated 26.09.1996. It is levied and collected on the cost of construction incurred by employers including contractors under specific conditions. Moreover, this issue has already been dealt with by the authority in complaint bearing no.962 of 2019 titled as "**Mr. Sumit Kumar Gupta and Anr. Vs Sepset Properties Private Limited**" wherein it was held that since labour cess is to be paid by the respondent, as such no labour cess should be charged by the respondent. The authority is of the view that the allottee is neither an employer nor a contractor and labour cess is not a tax but a fee. Thus, the demand of labour cess raised upon the complainant is completely arbitrary and the complainant cannot be made liable to pay any labour cess to the respondent and it is the respondent builder who is solely responsible for the disbursement of said amount.

33. As far as external electrification charges are concerned, the respondent cannot collect the same from the allottees while issuing offer of possession letter of a unit even though there is any provision in the MoU to the contrary





as has already been laid down in complaint bearing no. 4031 of 2019 titled as "*Varun Gupta Vs. Emaar MGF Land Limited*" decided on 12.08.2021.

34. The respondent is allowed to collect a reasonable amount from the complainants on account of the maintenance charges with respect to IFMSD as has already been laid down in complaint bearing no. 4031 of 2019 titled as "*Varun Gupta Vs. Emaar MGF Land Limited*" decided on 12.08.2021. However, the authority directs that the promoter must always keep the amount collected under this head in a separate bank account and shall maintain that account regularly in a very transparent manner. If any allottee of the project requires the promoter to give the details regarding the availability of IFMSD amount and the interest accrued thereon, the promoter must provide details to the allottee. It is further clarified that out of this IFMSD/IBMS, no amount can be spent by the promoter for the expenditure it is liable to incur to discharge its liability and obligations as per the provisions of Section 14 of the Act.

F. Directions of the authority

35. 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) of the Act:

- I. The respondent/promoter is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 20.11.2020 till valid offer of possession plus two months after obtaining occupation/completion certificate from the competent

- authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
- II. The respondent is directed to handover the possession of the allotted unit/plot to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order after payment of outstanding dues, if any, as the completion certificate in respect of the project has already been obtained by it from the competent authority.
 - III. The arrears of such interest accrued from the due date of possession i.e., 20.11.2020 till the date of order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order as per rule 16(2) of the rules.
 - IV. The respondent/promoter is directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainants. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of next 30 days from the date of receipt of updated statement of account.
 - V. The respondent is directed to execute the conveyance deed upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per section 17 of the Act with 3 months from the date of this order failing which the complainants may approach the adjudicating officer for execution of order.
 - VI. The respondent/promoter is directed to enter into a registered buyer's agreement with the complainants as per the 'agreement for sale'



- annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.
- VII. The respondent is not entitled to charge labour cess as it is the respondent builder who is solely responsible for the disbursement of said amount.
- VIII. The respondent cannot charge electrification charges from the allottees while issuing offer of possession letter of a unit even though there is any provision in the builder buyer's agreement to the contrary.
- IX. The respondent is allowed to collect a reasonable amount from the complainant on account of the maintenance charges with respect to IFMSD as has already been laid down in complaint bearing no. 4031 of 2019 titled as "*Varun Gupta Vs. Emaar MGF Land Limited*" decided on 12.08.2021.
- X. The respondent is directed to provide the exact layout plan of the unit in question to the complainant within a period of 1 month from the date of this order.
- XI. The respondent shall not charge anything from the complainants which is not the part of the MoU and the provisions of Deen Dayal Jan Awas Yojna, 2016.
36. Complaint as well as applications, if any, stand disposed off accordingly.
37. File be consigned to the registry.

Dated: 29.01.2026



(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram