

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

Complaint no : 2980 of 2025
Date of Decision : 19.02.2026

Asharfilal Gupta

R/o- Rz 17287, Geetanjali Park Gali no.01

Complainant

Versus

JMS BUILTECH PRIVATE LIMITED

**R/o - 7th floor, M3M Tee point, JMS Group North Block,
Sector-65, Gurgaon, Haryana-122018**

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Asharfi Lal Gupta

Shri Ravinder Singh Kinha (Advocate)

**Complainant-in-person
Respondent**

ORDER

1. The present complaint has been filed on 14.07.2025 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 them.



A. Unit and Project-related details:

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

S. No.	Particulars	Details
1.	Name of the project	"Marine Square", Sector- 102, Gurugram
2.	Nature of project	Commercial Complex
3.	RERA registered/not registered	Registered vide registration no. 22 of 2018 dated 02.02.2018
	Validity status	02.02.2023 Extension vide extension no. 12 of 2024 dated 28.06.2024 valid upto 02.08.2024
	registered area	2 acres
4.	DTPC License no.	99 of 2014 dated 13.08.2014 Valid upto 12.08.2026
5.	Shop no.	116 [page 20 of reply]
6.	Unit area admeasuring	44.81 sq. ft. (carpet area) 58.0 sq. ft. (covered area) [page 20 reply]
7.	Buyer's agreement	20.03.2019 (page no. 14 of reply)
8.	Possession clause	7. Possession of the Unit 7.1 Schedule for possession off the said unit The Promoter assures to offer the possession of the Unit as per agreed terms and conditions on or before time granted under the registration by the HRERA or such extension thereof as extended by HRERA unless there is delay due to "Force Majeure", which shall mean all such circumstances or factors not in control of the Promoter, including, but not limited to, shortage of materials, inflation..... [Page 22 of complaint.]



9	Due date of possession	02.08.2023 [as per possession clause - on or before time granted under the registration by the HRERA i.e., 02.02.2023 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
10	Total sale consideration	Rs.11,32,913/- (as per SOA at page no. 30 of complaint)
11	Amount paid by the complainant	Rs.8,38,417/- (as per SOA at page no. 30 of complaint)
12	Occupation certificate	27.12.2024 (Page no. 55 of reply)
13	Offer of possession	27.03.2025 (page 35 of complaint)
14	Reminders sent by respondent to the complainant to clear outstanding dues and take possession.	11.08.2025, 19.08.2025 and 18.11.2025 (page 58-61 of reply)

B. Facts of the complaint:

3. The complainant is making the following submissions:
 - a. That complainant is filing the present complaint before Hon' ble RERA, Haryana against respondent, M/s JS Buildtech PVT LTD was involved in construction of in "Marine Square" which is commercial complex on land admeasuring 16 kanals or 2 Acres in the revenue estate of village Dhankot, sector 102, Gurugaon developed by the respondent.
 - b. That is further stated that complainant had applied for the a unit vide application no. Aoo37 dated 05.12.2018 and thereby the respondent vide letter dated 15.02.2019 allotted unit no. 116 in "Marine Square" which is commercial complex on land admeasuring 16 kanals or 2 Acres in the revenue estate of village Dhankot, sector 102, Gurugaon to complainant.



- c. That once allotment letter was issued, the complainant and respondent entered into agreement to sale dated 20.03.2019 whereby respondent/promoter agreed to sell a commercial complex unit as unit no.116, having its carpet area of 44.81 sq. ft. and covered area of Dhankhot village, Revenue Estate, Sector 102 Gurugaon to my complainant.
- d. That the clause 1.3 of the agreement dated 20.03.2019 provides that the price of unit based on the carpet Area is Rs.8,19,537/- and Rs.89,830.44/- as taxable amount totalling, to Rs. 9,09,368.44/-
- e. That buyer's agreement dated 20.03.2019, it is admitted by the respondent that they have already received the payment of Rs.8,38,417/- as the consideration money for the said commercial unit no.116. The para 1.9 of the agreement is reproduced herein:

"1.9 The allottee has paid a sum of Rs.8,38,417/- included of Goods and Service Tax, being part payment towards the total Price of the unit at the time of Application; the receipt of which the promoter hereby acknowledges and allottee hereby agrees to pay the remaining total price of the unit as prescribed in the 'summary of Dues' in accordance with the payment Plan or any other charges as may be demanded by the promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate interest rate prescribed in the rule 15 of HRERA Rules,2017 without prejudice to the other available remedies to the promoter.

- f. That the complainant agrees to pay rest of the amount i.e., Rs.70,951/- at the time of taking possession of the said unit as per the terms of the agreement. However, as per letter dated 27.03.2025 issued by the promoter to the complainant, whereby and whereunder the respondent is demanding exorbitant sum of Rs.2,94,496/- + Rs.53,598 which amounts to Rs.3,48,094/- in



- arbitrary fashion which is not as per terms of the agreement, and not in true spirit.
- g. That to utter shock and surprise, the complainant visited office of the respondent multiple times and made oral communication to give the possession of the said unit as soon as possible and shown willingness to pay rest the amount as the terms of the agreement dated 20.03.2019 but the respondent did not consider the demand of complainant.
- h. That the respondent, due to malafide and ill intention, is not intending to deliver the possession of the said unit in question even went complainant agrees to pay the outstanding amount as per terms of the contract.
- i. Thereafter the complainant sent legal notice dated 18.04.2025 to the respondent requesting him to deliver the possession of the and remit the excess demanded amount but the respondent neither gave reply to the legal notice nor deliver the possession of the said commercial unit.
- j. That the cause of action for filing this complainant first arose when respondent issued letter dated 27.03.2025 to demand exorbitant sum of Rs.2,94, 496/- + Rs.53,598 which amounts to Rs.3,48,094/- in arbitrary fashion which is unjust and against the principle of natural justice. The cause of action further arose on each and every date when the respondent is failing to make the payment, therefore, the suit of plaintiff within the period of limitation period as prescribed under law.
- k. That it is a settled principal of law that if a seller enters into a valid agreement to sell on agreed price but at the time of delivery of the



same property, the seller/promoter eventually increased the selling price constitutes breach of contract on the part of the seller.

- l. That the seller increased the price of the unit allotted to the complainant with malafide intension and ill intension constitutes unfair trade practices.
- m. That complainant has no option except to file complaint with humble pray to set aside letter dated 27.03.2025 and to direct the respondent to deliver the possession of the said unit no. 116. It is further submitted that complainant agrees to pay the rest amount of Rs. 70,951/- as per the terms of the contract. claim amount with harassment charges in the interest of justice.

C. Relief sought by the complainant:

4. The complainant has sought the following relief(s):
 - I. Direct the respondent to set aside letter dated 27.03.2025 issued by the respondent, demanding exorbitant sum of the respondent, demanding exorbitant sum of Rs.3,48,094/- in arbitrary manner.
 - II. Direct the respondent to deliver the possession of the said unit no.116 situated at "Marine Square" which is commercial complex on land admeasuring 16 kanals or 2 Acres in the revenue estate of village Dhankot, Sector-102, Gurgaon.
 - III. Any other direction as Hon'ble commission may deem fit in the interest of justice.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:



6. The respondent has contested the complaint on the following grounds:
- a. The respondent is filing the present reply to the brief facts through its authorized representative Vikas Sharma, who is duly authorized to act on behalf of the respondent vide board resolution dated 01.11.2025.
 - b. The complaint under reply is denied in toto, individually and specifically except those which are specifically admitted hereinafter. It is stated that nothing shall be deemed to be admitted by a mere reason of non-traverse.
 - c. The present complaint is gross misuse of the process of law. Complainant are guilty of "*suppression veri & suggestion falsi*" and the complainant have advertently not provided the correct factual background of this case and also not produced all the documents pertaining to the case. The complaint ought to be dismissed on this ground alone as the complainant have concealed vital facts & documents and with malafide intention, The Hon'ble Supreme Court of India in the matter of S.P Chengalvaraya Naidu vs Jagannath reported in 1994 AIR 853 has held:

"A litigant, who approaches the court, is bound to produce all the documents executed by him which are relevant to the litigation. If he withholds a vital document in order to gain advantage on the other side then he would be guilty of playing fraud on the court as well as on the opposite party."
 - d. That the present complaint, filed by the complainant, is bundle of lies and hence is liable to be dismissed. Further the complaint is also not maintainable as it doesn't disclose any cause of action for filing the complaint against the respondent.
 - e. That the present complaint is an abuse of the process of the Authority and process of law at the behest of the complainant. The complainant is trying to evade the payments legally demanded by

the respondent, while issuing the Offer Letter. The complainant are making false, misleading, frivolous, baseless, unsubstantiated allegations against the respondent with malicious intent and the sole purpose of the complainant behind filing the complaint is to extract unlawful gains from the respondent.

- f. That the complaint is devoid of any merits and as such is liable to be outrightly dismissed with heavy and exemplary costs in favour of the respondent.
- g. That the present complaint is also not maintainable and is liable to be dismissed as the complainant by way of this complaint wants to get benefit of her own wrong.
- h. That the present complaint is also liable to be dismissed as there is no cause of action in favour of the complainant and against the respondent, to file the present complaint. The complainant have preferred the instant complaint in order to obtain wrongful gain and to cause wrongful loss to the respondent.
- i. That the present complaint is also liable to be dismissed as after receipt of the Occupation Certificate on 27.12.2024, offer of possession letter was sent to the complainant of the Unit in question on 27.03.2025. However, the complainant has not cleared the outstanding dues as mentioned in the offer of possession letter even till today. Thus, the complainant themselves are in default in making the payment of pending dues as per offer of possession letter.
- j. That after receipt of application from the complainant, vide allotment letter dated 15.02.2019, commercial unit/space bearing no. 116, lower ground floor, in the project "Marine Square", situated



at Sector 102, Village Dhankot, Gurugram, was allotted to the complainant.

- k. That subsequently buyer agreement was executed on 20.03.2019 between the complainant and the respondent acknowledging the terms and conditions of allotment/sale of unit.
- l. That thereafter the complainant also signed an Authority in favour of the respondent to lease out the subject unit on 24.06.2020.
- m. That the respondent received the Occupation Certificate for the Project 'Marine Square' on 27.12.2024 and accordingly after completing the internal formalities issued letter of offer of possession on 27.03.2025.
- n. That the respondent while issuing the letter of offer of possession alongwith the account statement reflecting the outstanding amount to be paid by the complainant, has raised the legal demands and the said amount has to be paid by the complainant without any protest or demur as the same are in consonance with the terms and obligations as enumerated the buyer agreement duly executed between the parties.
- o. The complaint as such being without cause of action and based on false & frivolous facts, is liable to be out-rightly dismissed.

E. 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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.

10. Hence, given 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.

F. Findings on relief sought by the complainant:

- F.I Direct the respondent to set aside letter dated 27.03.2025 issued by the respondent, demanding exorbitant sum of the respondent, demanding exorbitant sum of Rs.3,48,094/- in arbitrary manner.**
- F.II Direct the respondent to deliver the possession of the said unit no.116 situated at "Marine Square" which is commercial complex on land admeasuring 16 kanals or 2**



**Acres in the revenue estate of village Dhankot, Sector-102,
Gurgaon.**

11. 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.
12. In the present complaint, vide buyers' agreement dated 20.03.2019, the complainant was allotted a shop bearing no.116, admeasuring 44.81 sq. ft. (carpet area) and 58.0 sq. ft. (covered area). Thereafter on 20.03.2019, a buyer's agreement was executed between the parties for the allotted unit for the total sale consideration of Rs.11,32,913/- out of which the complainant-allottee paid an amount of Rs.8,38,417/-. Further, as per clause 7.1 of buyer's agreement dated 20.03.2019, the respondent has assured to handover the physical possession of the unit before time granted under the registration by the HRERA i.e., 02.08.2023. Therefore, the due date of possession comes to be 02.08.2023.
13. The complainant has contended in its complaint that the respondent has raised a demand of Rs.3,48,094/- along with offer of possession letter dated 27.03.2025. However, as per the buyer's agreement dated 09.10.2023, the total consideration of unit based on carpet area is Rs.89,830.44/- and along with taxes and EDC/IDC and IAC is Rs.9,09,368.44/- per sq. ft. against which complainant has paid Rs.8,38,417/-. And the balance amount payable by the complainant-allottee is Rs.70,951/- which he is willing to pay.
14. Upon perusal of documents and submissions made by both the parties, the Authority observes that the complainant has sought the relief w.r.t to set aside the demand of Rs.3,48,094/- raised by the respondent along with offer of possession dated 27.03.2025 and possession along with



any other relief which the Authority deems fit. It is evident from Schedule C "Details of Total Price" annexed with buyer's agreement dated 20.03.20219 that the total sale consideration of the shop was Rs.9,09,368.44/- inclusive of BSP (Basic Sale Price), preferential location charges (PLC), External Development Charges (EDC)/ Internal Development Charges (IDC), Infrastructure Assessment Charges (IAC) and Car Parking. However, in the notes below it is categorically mentioned that the above calculation does not include charges levied by authorities, meter installation BOCW Welfare Cess, TDS, IFMSD, etc. The relevant para is reproduced below:

Notes:

The above calculation does not include the following and shall be charged extra, which shall be payable on demand:

- *Stamp Duty, Registration cost & Administration Charges with respect to the Buyer's Agreement & Conveyance Deed of the Unit.*
- *Charges as levied by various authorities.*
- *Meter Installation Charges*
- *BOCW Welfare Cess*
- *GST, VAT and other taxes extra as applicable*
- *TDS @1% is applicable as per the Income Tax Act, Section 194-IA.*
- *Maintenance charges for one year in advance at the rates as may be prescribed by the Promoter.*
- *Interest Free Maintenance Security Deposit (IFMSD) of Rs.12,900/-*
- *Sinking Fund Deposit of Rs.1,290/-*
- *Note: The total Price is liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the Government and/or other circumstances mentioned in the agreement.*

15. Therefore, the charges charged in respect of above-mentioned heads are valid. However, it is evident as per statement of dues annexed with offer



of possession dated 27.03.2025/- that respondent has charges Rs.22,820/- on account of electrification connection charges, Rs.11,800/- on account of Electricity Prepaid Charges and Rs.35,400/- on account of Miscellaneous charges without giving any bifurcation/justification of the said demand being raised by it. Such actions by the respondent displays bad faith.

16. Therefore, the Authority is of the view that the respondent shall raise demand strictly as per the terms and conditions agreed between the parties by virtue of buyer's agreement executed on 20.03.2019 and shall not charge anything which is not the part of the said buyer's agreement.
17. Further, the respondent is directed to hand over physical possession of the subject unit to the complainant-allottee within a period of thirty days from the date of this order, as the occupation certificate has already been obtained. The complainant-allottee shall take physical possession of the allotted unit within in terms of section 19(10) of the Act of 2016.

F.III Any other direction as Hon'ble commission may deem fit in the interest of justice.

18. Upon perusal of documents available on record, the authority observes that the complainant has paid an amount of Rs.8,38,417/- against the total sale consideration of Rs.11,32,913/- and as per clause 7.1 of buyer's agreement dated 20.03.2019, the due date for handing over physical possession of shop comes out to be 02.08.2023 and as per DTCP website, it is prima facie evident that the occupation certificate /completion certificate was granted to the respondent on 27.12.2024 and offer of possession was made on 27.03.2025, approx. more than 2 years from the due date of possession.
19. Therefore, the Authority is of considered view that there is delay on the part of the respondent-promoter to offer of possession of the allotted



unit/shop to the complainant as per the terms and conditions of the buyer's agreement executed between the parties on 20.03.2019. Accordingly, it is failure of the respondent-promoter to fulfil its obligations and responsibilities as per the agreement to handover the possession within the stipulated time period. Therefore, the Authority deems fit that the complainant is entitled to delay possession charges as per Section 18(1) of the Act, 2016.

20. Moreover, the interest (DPC) component is levied to balance the time value component of the money. However, the same is applicable on the amount paid by allottee for the delay in handing over of the possession by the respondent from the date of possession till offer of possession and the same is balanced vide provision of Section 2(za) of the Act.

21. 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, *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.

22. The legislature in its wisdom in the subordinate legislation under the 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.

23. 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., 19.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
24. 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—

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;"

25. 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.
26. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. Therefore, the Authority deems fit that the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. w.e.f. due date of possession i.e., 02.08.2023 till offer

of possession i.e., 27.03.2025 plus two months i.e., 27.05.2025 after obtaining of OC/CC dated 27.12.2024 from the competent authority plus two months 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, *ibid.*

27. The Authority further observes and deems fit that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent-promoter has not obtained the completion certificate. As per clause 10 of the buyer's agreement dated 20.03.2019, the promoter shall execute a conveyance deed in favour of Allottee, preferably within three months but not later than six months from possession. The relevant clause of the agreement is reproduced for ready reference: -

The promoter on receipt of the unit as per the payment plan, along with other charges, shall execute a conveyance deed in favour of Allottee, preferably within three months but not later than six months from possession.

28. It is to be further noted that Section 11(4)(f) provides for the obligation of respondent-promoter to execute a registered conveyance deed of the plot along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed executed after obtaining the CC from the competent authority.

29. As far as the relief of transfer of title is concerned, the same can be clearly said to be the statutory right of the allottee as Section 17 (1) of



the Act provides for transfer of title and the same is reproduced below for ready reference:

"Section 17: Transfer of title.

17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

30. 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."
31. In view of the above, the respondent is directed to execute the registered conveyance deed in favour of the complainant in terms of Section 17(1) of the Act of 2016, after receipt of completion certificate from the competent authority and upon payment of requisite stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.

G. Directions issued by the Authority:

32. 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:

1. The respondent is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate of interest @ 10.80% per annum for every month of delay from the due date of possession i.e., 02.08.2023 till offer of



possession i.e., 27.03.2025 plus two months i.e., 27.05.2025 after obtaining occupation 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, *ibid*.

- II. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within a period of 30 days and the complainant is directed to pay the outstanding dues, if any remains after adjustment of interest for delayed period.
- III. The respondent is directed to hand over physical possession of the subject unit to the complainant-allottee within a period of thirty days from the date of this order, as the occupation certificate has already been obtained. The complainant-allottee shall take physical possession of the allotted unit within in terms of section 19(10) of the Act of 2016.
- IV. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement dated 20.03.2019.
- V. The rate of interest chargeable form the complainant-allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent-promoter which is same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per Section 2(za) of the Act.
- VI. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the



allottee within a period of 90 days from date of this order as per rule 16(2) of the Rules, *ibid*.

VII. The respondent is directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainant.

VIII. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.

33. Complaint stands disposed of.

34. File be consigned to the Registry.

Dated:19.02.2026



Phool Singh Saini
Member
Haryana Real Estate
Regulatory Authority,
Gurugram