



**HARERA**  
**GURUGRAM**

Complaint No. 3891 of 2024 and  
anr.

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

**Date of decision: 13.05.2025**

NAME OF THE BUILDER		ANSAL HOUSING LIMITED (FORMERLY KNOWN AS ANSAL HOUSING & CONSTRUCTION LTD.) AND SAMYAK PROJECTS PVT. LTD.	
PROJECT NAME		ANSAL HUB 83 BOULEVARD	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3891/2024	Ratan Bala & anr. V/s 1. Ansal Housing Limited 2. Samyak Projects Pvt. Ltd.	Sh. Harshit Batra Sh. Amandeep Kadyan for R1 Sh. Sanya Arora for R2
2.	CR/3892/2024	Ratan Bala & anr. V/s 1. Ansal Housing Limited 2. Samyak Projects Pvt. Ltd.	Sh. Harshit Batra Sh. Amandeep Kadyan for R1 Sh. Sanya Arora for R2

**CORAM:**

Shri. Arun Kumar

Shri. Vijay Kumar Goyal

Shri. Ashok Sangwan

**Chairperson**

**Member**

**Member**

**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.



2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Ansal Hub 83 Boulevard" (group housing colony) being developed by the same respondent/promoter i.e., M/s Ansal Housing Limited and Samyak Projects Pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with interest.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"ANSAL HUB 83 BOULEVARD " Sector-83, Gurugram.	
Possession Clause: 30 "30. The Developer shall offer possession of the Unit <b>within 42 months from the obtaining all the required sanctions and approval sanctions and approval necessary for commencement of construction, whichever is later</b> subject to timely payment of all dues by the Buyer and subject to force majeure circumstances as described in clause 31. Further there shall be a <b>grace period of 6 months allowed</b> to developer over and above the period of 42 months as above in offering the possession of the unit."		
Occupation certificate: - Not obtained		(Emphasis supplied)
Complaint No.	CR/3891/2024	CR/3892/2024
Unit no. and area admeasuring	G-021, 517 sq. ft. (Page no. 31 of complaint) Unit change vide endorsement letter dated 22.12.2018 F-048, 202 sq. ft. (Page no. 52 of complaint)	S-102, 306 sq. ft.  (Page no. 30 of complaint)
Date of builder buyer agreement	19.01.2015 (R2 is the confirming party) (page no. 27 of complaint)	31.12.2014 (R2 is the confirming party) (page no. 26 of complaint)
Due date of delivery of possession	19.01.2019 *due date of possession wrongly mentioned as 19.07.2018 in POD	30.12.2018 *due date of possession wrongly mentioned as 30.06.2018 in POD



	dated 13.05.2025 instead of 19.01.2019	dated 13.05.2025 instead of 30.12.2018.
<b>Sale Consideration (SC)</b>	Rs. 20,18,104/- (as per customer ledger at page 67 of complaint)	Rs. 23,21,258/- (as per customer ledger at page 55 of complaint)
<b>Total Amount paid by the complainant(s)(AP)</b>	Rs. 20,18,105/- (as per customer ledger at page 69 of complaint)	Rs. 19,63,832/- (as per customer ledger at page 57 of complaint)
<b>Offer of possession</b>	Not Offered	Not Offered

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of said unit for not handing over the possession by the due date, seeking award of delay possession charges along with interest.
  5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
  6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3891/2024 Ratan Bala & anr. V/s Ansal Housing Limited & Samyak Projects Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges along with interest and compensation.
- A. Project and unit related details**
7. 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:

**CR/3891/2024 Ratan Bala & anr. V/s Ansal Housing Limited & Samyak Projects Pvt. Ltd.**



S. N.	Particulars	Details
1.	Name of the project	"Ansal Hub 83 Boulevard" in Sector 83, Manesar, Gurgaon.
2.	Nature of the project	Commercial
3.	Project area	2.60 acres
4.	RERA Registered/ not registered	Registered vide no. 09 of 2018 dated 08.01.2018 valid upto 31.12.2020
5.	DTCP License No.	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
6.	Name of licensee	Browz Technologies Pvt. Ltd and 4 others
7.	Shop no.	G-021, 517 sq. ft. (Page no. 31 of complaint)  Unit change vide endorsement letter dated 22.12.2018 F-048, 202 sq. ft. (Page no. 48 of complaint)
8.	Date of builder buyer agreement	19.01.2015 (R2 is the confirming party) (page no. 27 of complaint)
9.	Possession clause	<b>30.</b> The Developer shall offer possession of the Unit any time, within a period of 42 months from the date of execution of Agreement or within 42 months from the date of obtaining all required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force majeure circumstances as described in clause 31. Further there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of the Unit.



10.	Due date of delivery of possession	19.01.2019 (calculated from the date of agreement)
11.	Total sale consideration	Rs. 20,18,104/- (as per customer ledger at page 67 of complaint)
12.	Total amount paid by the complainant	Rs. 20,18,105/- (as per customer ledger at page 69 of complaint)
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not Offered

### B. Facts of the complaint

8. The complainant has made the following submissions in the complaint: -
- That the Respondent No. 1 is a company incorporated under the Companies Act 1956 having their registered office at 115, Ansal Bhawan, 16, KG Marg, New Delhi – 110001 and claims to be one of the leading real estate companies and was responsible for the development of the Project and has the registration of the Project in its name under Registration Number 09 of 2018 dated 08.01.2018 granted vide Memo No. HRERA-433/2017/97.
  - That Respondent No. 2 is a company incorporated under the Companies act, 1956 having its registered office situated at 111, First floor, Antariksh Bhawan, 22, Kasturba Gandhi Marg, New Delhi – 110001, and is the land owner, licensee and currently, undergoing the construction and development of the Project, as such, falls within the meaning of 2(zk) of the Real Estate (Regulation and Development) Act, 2016.
  - That the Project came to the knowledge of Mrs. Rattan Bala, through the Representatives of the Respondent No. 1 who ensured that the Project



shall be one of a kind of commercial complex with all the amenities and will entail luxury facilities. It was communicated to the Complainant no.1 that the Project has attained all the necessary approvals and plans and the construction shall be smoothly and religiously completed. That it was concealed from the Complainants that Respondent No. 1 i.e. Ansal Housing and Construction Limited is just a developer of the Project and the owner of the land on which the Project is being built is Samyak Project Pvt Ltd, herein Respondent No. 2. That the Respondent No. 1 has signed a MOU with the Respondent No.2 to develop the Project under the name of "ANSAL'S HUB 83 BOULEVARD" as Respondent No. 1 has goodwill in the market to sell the project before the scheduled time. The Complainant No.1 was shown a site plan and the Complainant no.1 was made to believe that the bookings in the Project are filling up fast and that the Complainant no.1 will miss a chance of a lifetime.

- d. That being persuaded by the manipulative tactics of Respondent No. 1, the Complainant no.1 carefully perused the site plan shown by the Respondents and vide an application booked a S-102, admeasuring 306 sq. ft.
- e. That thereafter, a one-sided Builder Buyer Agreement dated 13.12.2014 was executed between the parties. That by this time, the Original Allottee had already made a substantial sum of payment and had no option but to accept the one-sided and arbitrary demands of Respondent no. 1. Moreover, the said agreement was filled with various one-sided and arbitrary clauses like clause 10 ( external electrification charges), 22 (earnest money is 20% of basic sales price), clause 24 (compounded interest @24% p.a., compounded quarterly, is being charged from the Complainant for delay payment charges), clause 33 & clause 39 ( handover



of physical possession is made subjected all types of incidental expenses to be paid by the Complainant and obtaining of no objection certificate from the maintenance agency which is further subjected to maintenance/electricity supply/ DG power backup agreement ), clause 34 (wherein the Buyer is only liable for paying Rs. 5/- per sq. ft. per months on super area in the event of offering delayed possession) etc. When the Complainant objected about the same, the Respondents communicated that the same has to be executed as it is without any changes and refusal to execute the agreement will lead to cancellation of allotment and forfeiture of entire amount paid. The Complainant no.1 was given no option but to execute the said agreement. Consequently, the builder buyer agreement was executed on 13.12.2014.

- f. That it is pertinent to note that such agreements have been condemned by the Hon'ble Bombay High Court in Neelkamal Realtors Suburban Pvt Ltd Vs. UOI and ors. SCC Online Bom 9302, wherein it was held that "...Agreements entered into with individual purchasers were invariably one sided, standard-format agreements prepared by the builders/developers and which were overwhelmingly in their favor with unjust clauses on delayed delivery, time for conveyance to the society, obligations to obtain occupation/completion certificate etc. Individual purchasers had no scope or power to negotiate and had to accept these one-sided agreements."
- g. That in 2016, the Allottee requested to add name of her husband, Mr. Rishi Raj, Complainant no. 2 herein in the unit. The same was confirmed vide letter dated 11.07.2016. That it is imperative to note that at the time of transfer, the Respondent No. 1 assured the Complainant that the



possession timelines shall remain effective as per the agreement dated 13.12.2014.

- h. That at the time of making the booking, the Complainant was assured that the building plans have been duly sanctioned and Respondent no. 1 has the permission to develop the Project. However, the same was not true and a mere tactic to get the booking of the Complainant. The Complainant got to know about the Project which has not even been launched and there was no anticipation of launching the same. Moreover, at the time of booking, the payment plan was never shared by the Complainant. That it was only on 11.09.2013 the building plan was approved.

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

9. The complainant has sought following relief(s): -

- a. To hold that both respondent no. 1 and 2 are jointly and severally liable in respect to the project.
- b. To direct respondent no. 1 and 2 to provide the valid physical possession to the complainant after procuring the occupancy certificate.
- c. To direct respondent no. 1 and 2 to give delay possession charges @ MCLR +2% from the due date of offer of possession till the actual handing over of physical possession.
- d. To direct the respondent to refund the amount charged towards the labour cess charges.
- e. To direct the respondent to not charge any illegal charges.
- f. To direct respondent no. 1 and 2 to not charge labour cess, electrification charges, EEC and FFPBIC charges, as the same are illegal.
- g. To direct respondent no. 1 and 2 to execute the conveyance deed.
- h. To penalise respondent no. 1 and 2 for non-submission of BIP, and violation of section 61 for non-extension of registration of the project.



10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply filed by respondent no. 2**

11. The respondent has contested the complaint on the following grounds:
- a. That the present complaint is filed by the complainant against unit no. F-048, admeasuring 202 sq. ft. in the project "Ansal Hub Boulevard 83" currently being developed by the respondent no.2 situated at Gurugram, Haryana.
  - b. That the complaint filed by the complainant is based purely on conjectures and surmises, without any substantive evidence to support their apprehensions. That the contents of the complaint filed by the complainant is false and baseless & denied in toto. That the respondent no. 2 reserves a right to reply to the complaint in a para wise manner at a later stage.
  - c. That there are substantial adjustments and entries in the ledger account of the complainants which make it difficult to ascertain the exact amount paid by them. The financial records show multiple entries, adjustments, and modifications which need to be reconciled before any definitive conclusion can be drawn about the payment status.
  - d. That the ledger of the complainant is completely misleading and shows many adjustments which make it difficult to ascertain as to how much amount has been paid by the complainant with respect to the present unit. That the complainant has wrongfully mentioned in the complaint that any excess of ₹3,29,170/- has been paid by the complainant to the respondent no.1 & the same reflects to be refunded in the book of accounts of respondent no.1.



- e. It is important for the adjudication of the pending dispute that a clarity be given by the complainant and respondent no.1 with respect to the multiple adjustments done in the statement of accounts. That it is also pertinent to mention here that there is a collusion between the complainant and the respondent no.1 with respect to the payments made. Where respondent no. 1 has assured to the complainant that the amount of ₹3,29,170/- shall be adjusted in the final instalment. That to the utter shock of the respondent no.2, the said letter as annexed by the complainant is dated 03.10.2023. That respondent no.1 has no authority after the termination of the MOU to entertain the allottees by giving such false statement.
- f. That the said letter as issued by the respondent no.1 holds no sanctity in the eyes of law as respondent no.1 has no authority to issue any such letters. Moreover, it is pertinent to mention that there is collusion between the respondent no.1 & the complainant as respondent no.1 has shown the said alleged amount to be a refund in the Statement of account of the complainant which is in complete contravention to the letter dated 03.10.2023. Considering the letter to be true, the complainant has failed to bring on record the updated statement of account before the Court. It is crystal clear that respondent no.1 has either usurped the money of the complainant or there is collusion between respondent no.1 and complainant to make respondent no.2 liable.
- g. That the complainant's conduct suggests this complaint is merely pressure tactics on respondent no.2, as the complainant have not provided clarity on various financial adjustments in their account and made unsubstantiated allegations without any documentary proof.

12. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.
13. The present complaint was filed on 16.08.2024 in the Authority. The notice for hearing was duly served to respondent no. 1. However, despite providing enough opportunity for filing the reply, no written reply has been filed by the respondent no. 1. Thus, keeping in view the opportunity given to the respondent no. 1, have failed to file the reply in the registry. Therefore, in view of the above-mentioned fact, the defence of the respondent no. 1 is hereby struck off by the Authority.

**E. Jurisdiction of the authority**

14. The application of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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**

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

**E. II Subject matter jurisdiction**

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

**Section 11**

.....

(4) The promoter shall-

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

**Section 34-Functions of the Authority:**

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

17. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

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

**F.I. To hold that both Respondent no. 1 and 2 are jointly and severally liable in respect to the project;**

**F.II. To direct Respondent no. 1 and 2 to provide the valid physical possession to the Complainant after procuring the occupancy certificate;**

**F.III. To direct Respondent no. 1 and 2 to give delay possession charges @ MCLR +2% from the due date of offer of possession till the actual handing over of physical possession.**

18. In the present matter the complainant was allotted unit no. G-021, admeasuring 517 sq. ft. in the project "Ansal Hub 83 Boulevard" Sector 83 by the respondent-builder for a total sale consideration of ₹20,18,104/- and they have paid a sum of ₹20,18,105/-. A buyer's agreement dated 19.01.2015 was executed between the complainant and respondent no. 1 wherein respondent no. 2 was the confirming party. As per clause 30 of the BBA, respondent no. 1 was obligated to complete the construction of the project and hand over the possession of the subject unit within 42 months from obtaining all the required sanctions and approval sanctions and approval necessary for commencement of construction,



whichever is later. The period of 42 months is calculated from the date of agreement i.e., 19.01.2015 as the date of commencement of construction is not known. The period of 42 months expired on 19.07.2018. As far as grace period of 6 months is concerned the same is allowed being unqualified. Accordingly, the due date of possession comes out to be 19.01.2019. The occupation certificate for the project has not yet been obtained from the competent authority.

19. As per the BBA, respondent no. 2(land owner) and respondent no. 1(developer) entered into a MoU dated 12.04.2013 whereby the development and marketing of the project was to be done by the respondent no. 1 in terms of the license/permissions granted by the DTCP, Haryana. Upon failure of respondent no. 1 to perform its obligations as per MoU and complete the construction of the project within the agreed timeline, respondent no. 2 terminated the said MoU vide notice dated 10.11.2020 and issued a public notice in newspaper for termination of the MoU. The matter pursuant to the dispute was referred to the Delhi High Court under section 9 of the Arbitration & Conciliation Act, 1996 and vide order dated 22.01.2021 Hon'ble High Court of Delhi appointed the Hon'ble Justice A.K. Sikri, former Judge of the Hon'ble Supreme Court of India as a sole arbitrator of Arbitral Tribunal.
20. The complainant i.e., Ansal Housing Pvt. Ltd. in the petition sought various reliefs including to stay the operation of the termination letter dated 10.11.2020 and the public notice dated 16.12.2020 till the final arbitral award is given. The Arbitral Tribunal vide order dated 31.08.2021 granted no stay on termination notice dated 10.11.2020 and no restraining order in this regard was passed against the M/s Samyak Projects Pvt. Ltd. Further, vide order dated 13.10.2021 of the sole arbitrator respondent no. 1 was directed to handover the aforementioned project to the respondent no. 2. Following the directive

outlined in the order dated 13.10.2021 of the sole arbitrator, respondent no. 1 handed over the project to respondent no. 2 via a possession letter dated 14.10.2021, for the purpose of undertaking the remaining construction tasks. Subsequently, on 02.09.2022, the Sole Arbitrator directed respondent no. 2 to finalize the project within the stipulated timeline, specifically by the conclusion of June 2023 and to collect funds from the allottees with a condition that the amount so collected shall be put in escrow account.

21. The authority is of the view that the builder buyer agreement dated 19.01.2015 was signed by the complainants and the respondent no. 1. The respondent no. 2 is a confirming party to that BBA. In the builder buyer agreement dated 19.01.2015 it was specifically mentioned that respondent no. 2(land owner) and respondent no. 1(developer) entered into a MoU dated 12.04.2013 whereby the development and marketing of the project was to be done by the respondent no. 1 in terms of the license/permissions granted by the DTCP, Haryana. Although the respondent no.2 i.e., Samyak Projects Pvt. Ltd. cancelled the agreement vide termination notice dated 10.11.2020 and the matter is subjudice before the arbitral tribunal appointed by Delhi High Court vide order dated 22.01.2021. It is relevant to refer the definition of the term 'Promoter' under the section 2(zk) of the Real Estate (Regulation and Development) Act, 2016.

*2. Definitions.-*

*(zk) "promoter" means*

- (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
- (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*

(iii) xxxxxxxx

22. The authority observes that landowner is covered by the definition of promoter under sub clause (i) or (ii) of section 2(zk). A person who constructs or causes to be constructed a building or apartments is a promoter if such building or apartments are meant for the purpose of selling to other persons. Similarly, a person who develops land into a project i.e., land into plots is a promoter in respect of the fact that whether or not the person also constructs structures on any of the plots. It is clear that a person develops land into plots or constructs building or apartment for the purpose of sale is a promoter. The words, "causes to be constructed" in definition of promoter is capable of covering the landowner, in respect of construction of apartments and buildings. There may be a situation where the landowner may not himself develops land into plots or constructs building or apartment himself, but he causes it to be constructed or developed through someone else. Hence, the landowner is expressly covered under the definition of promoter under Section 2 (zk) sub clause (i) and (ii).
23. The Authority further observes that the Occupation Certificate for the project has not yet been obtained and that the project has since been transferred to Respondent No. 2, who now assumes the responsibility for its completion. In light of the fact that the project is currently the subject of arbitral proceedings and the final arbitral award has not yet been rendered, it is not feasible at this stage to ascertain the precise apportionment of financial liability among the respondents. Accordingly, in view of the foregoing, the liability arising under Section 18(1) of the Act and the applicable Rules, as read with the terms of the Builder-Buyer Agreement, shall be borne by Respondent No. 1 and Respondent No. 2 jointly and severally. The responsibility for handing over possession of the unit shall rest solely with Respondent No. 2.





24. The complainants intend to continue with the project and are seeking delay possession charges interest on the amount paid. 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:

**"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. -

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

**he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:**

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

*(Emphasis supplied)*

25. Clause 30 of the builder buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**30. The developer shall offer possession of the unit within 42 months from the obtaining all the required sanctions and approval sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by the Buyer and subject to force majeure circumstances as described in clause 31. Further there shall be a grace period of 6 months allowed to developer over and above the period of 42 months as above in offering the possession of the unit."**



26. **Due date of possession and admissibility of grace period:** As per clause 30 of the agreement dated 19.01.2015, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 42 months from obtaining all required sanctions and approvals necessary for commencement of construction, whichever is later. Further, grace period of 6 months is sought. The date of start of construction is not known. Therefore, the due date is calculated from date of execution of builder buyer agreement i.e., 19.01.2015. Hence, the due date comes out to be 19.01.2019 including grace period of 6 months as it is unqualified.
27. **Payment of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate of interest. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:
- Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**
- (1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:  
Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
28. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

29. 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., 13.05.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
30. 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;"*
31. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **11.10%** by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
32. 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 as per the agreement. By virtue of clause 30 of the buyer's agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 19.01.2019.

However, till date no occupation certificate has been received by respondents and neither possession has been handed over to the allottee till date.

33. The Authority is of considered view that there is delay on the part of the respondents to offer of possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement dated 19.01.2015. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

34. 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 respondents/promoters is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the due date of possession i.e., 19.01.2019 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules. The following table concludes the time period for which the complainants-allottees are entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

CR no.	Period for which the complainants are entitled to DPC
CR/3891/2024	W.e.f. 19.01.2019 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier.
CR/3892/2024	W.e.f. 31.12.2018 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier.

35. As per section 17(2) of the Act of 2016, the promoter is under an obligation to handover the physical possession of the said unit to the complainant. In view of



the above, the respondent no. 2 is directed to handover possession of the flat/unit to the complainant in terms of section 17(2) of the Act of 2016, within a period of 2 months after obtaining occupation certificate from the competent authority.

**F.IV. To direct the refund of the PLC amount paid by the Complainants along with interest till the actual realization of the same.**

**F.V. To direct the Respondent no. 1 and 2 to refund the amount paid towards the area in which shaft is being covered in the unit, as determined by LC, along with interest.**

**F.VI. To direct the Respondent to refund the amount of Rs 4,482 paid by the Complainant towards the Labour cess charges.**

**F.VII. To direct the Respondent to not charges any illegal charges.**

**F.VIII. To direct Respondent no. 1 and 2 to not charge labour cess, electrification charges, EEC and FFPBIC charges, as the same are illegal.**

36. The respondent shall not charge anything which is not the part of the BBA.

**F.IX. To direct Respondent no. 1 and 2 to execute the conveyance deed.**

37. 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 favor 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. As per the interim order of the sole Arbitrator the said project has now been physically handed over to the respondent no. 2 and there is nothing on the record to show that the said respondent has applied for occupation certificate or what is the status of the completion of development of the above-mentioned project. In view of the above, the respondent no. 2 is directed to handover possession of the flat/unit and execute conveyance deed in favor of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

**F.X. To penalise the Respondent no. 3 under section 62 of the Act;**



**F.XI. To penalise Respondent no. 1 and 2 for non-submission of BIP, and violation of section 61 for non-extension of registration of the project.**

38. The above-mentioned reliefs were not pressed by the complainant during the course of argument.

**G. Directions of the authority:**

39. 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):

- a. The respondents/promoters jointly and severally are directed to pay interest at the prescribed rate of 11.10% p.a. for every month of delay from due date of possession till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- b. The respondent no. 2 is further directed to hand over the actual physical possession of the unit to the complainants within 2 months after obtaining occupation certificate upon payment of outstanding dues, if any after adjustment of interest for the delayed period and thereafter execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.
- c. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the




**HARERA**  
**GURUGRAM**

Complaint No. 3891 of 2024 and  
anr.

promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

- d. The respondents are directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.
- i. The respondent shall not charge anything which is not the part of BBA.
40. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
41. The complaints stand disposed of.
42. Files be consigned to registry.

  
(Ashok Sangwan)  
Member

  
(Arun Kumar)  
Chairperson

  
(Vijay Kumar Goyal)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.05.2025

**HARERA**  
**GURUGRAM**