

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

Order pronounced on: 30.07.2025

NAME OF THE BUILDER			M/s Green Heights Pvt. Ltd.
PROJECT NAME:			APPEARANCE
1.	CR/3802/2024	Pratibha Yadav Vs. Green Height Projects Private Limited	Advocate Garvit Gupta (Complainant)  Advocate Harshit Batra (Respondent)
2.	CR/4009/2024	Vikas Bhardwaj & Tanya Bhardwaj Vs. Green Heights Projects Private Limited	Advocate Garvit Gupta (Complainant)  Advocate Harshit Batra (Respondent)

**CORAM:**

Ashok Sangwan

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 projects, namely, 'Bani Centre Point' being developed by the same respondent-



promoter i.e., M/s Green Heights Pvt. Ltd. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges and other reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

Sr. No	Complaint No./Title/Date of filing	Reply Status	Unit no. & Area admeasuring	Date of execution of builder buyer's agreement	Due of possession	Offer of possession	Relief Sought
1.	CR/3802/2024 Pratibha Yadav V/s M/s. Green Height Projects 13.08.2024	09.04.2025	FF-114, Floor-1st Admeasuring 403 sq.ft. (As on page no. 33 of complaint)	02.01.2017	30.03.2018	OC - Not obtained  TC - Rs.28,21,000/-  AP - Rs.9,20,003/-	1. DPC from 30.03.2018 till actual handing over of possession. 2. Direct the respondent to handover possession of the unit in a habitable state after obtaining the occupation certificate from the concerned authorities. 3. Direct the respondent to execute the Conveyance deed of the unit in favour of the complainant 4. To not raise any payment



							demand in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the agreement.
2.	CR/4009/2024 Vikas Bhardwaj & Tanya Bhardwaj V/s M/s. Green Height Projects 27.08.2024	09.04.2025	GF-066, Ground Floor, Admeasuring 451sq.ft. of Super-Area (As on page no.35 of complaint)	01.05.2017	30.03.2018	OC-Not obtained  TC- Rs.33,82,500/-  AP- Rs.42,29,221/-	<ol style="list-style-type: none"> <li>1. DPC from 30.03.2018 till actual handing over of possession.</li> <li>2. Direct the respondent to handover possession of the unit in a habitable state after obtaining the occupation certificate from the concerned authorities</li> <li>3. Direct the respondent to execute the Conveyance deed of the unit in favour of the complainant</li> <li>4. To not raise any payment demand in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the agreement.</li> </ol>

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the space buyer's agreement executed

between the parties inter se in respect of said units for not handing over the possession by the due date. In the complaints, issues other than delay possession charges in addition or independent issues have been raised and consequential reliefs have been sought.

5. The delay possession charges to be paid by the promoter is positive obligation under proviso to section 18(1) of the Act in case of failure of the promoter to hand over possession by the due date.
6. 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 allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
7. The facts of all the complaints filed by the complainant/ allottee are also similar. Out of the above-mentioned cases, the particular's of lead case **CR/3802/2024** at serial no. 1 titled as **Pratibha Yadav Vs. M/s Green Heights Pvt. Ltd.** are being taken into consideration for determining the rights of the allottees qua delay possession charges, and other reliefs sought by the complainants.

#### Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name of the project	"Banni Centre Point"



2.	Location of the project	Sector-M1D, Urban Complex, Village-Nakhnaula, Sector-M-1D, Tehsil-Manesar, Gurugram.
3.	Nature of the project	Commercial Colony
4.	DTCP license no.	59 of 2009 dated-26.10.2009
5.	Registered/not registered	Registered Vide registration no. 187 of 2017 dated-14.09.2017
6.	Office/Shop/Commercial space/Food Court no.	FF-114, First floor (As on page no. 33 of complaint)
7.	Area of the unit	403 sq.ft [Super Area] (As on page no. 33 of complaint)
9.	Commercial Space Buyer's Agreement	02.01.2017 (As on page no. 30 of complaint)
10.	Possession clause	<b>Clause 2</b> <b>Possession:</b> <i>The possession of the said premises shall be endeavored to be delivered by the Intending Seller to the Intending Purchaser by a tentative date of 30.09.2017 with a grace period of six (6) months beyond this date, however, subject to completion of construction and subject to clause 9 herein and strict adherence to the payment plan and other terms and conditions of this Agreement by the Intending Purchaser.</i> [Emphasis supplied]
11.	Due date of possession	30.03.2018

		[Calculated 30.09.2017 plus 6 months]
12.	Sale consideration	Rs.28,21,000/- (As on page no. 35 of complaint)
13.	Total amount paid by the complainant	Rs.9,20,003/-
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

### Facts of the complaint

9. The complainant has submitted as under:

- I. That the complainant is a simple, law abiding and peace-loving person. The complainants have throughout acted as per the terms of the allotment, rules and regulations and the provisions laid down by land no illegality whatsoever has been committed by them in adhering to their contractual obligations.
- II. That the respondent is a company incorporated under the Companies Act, 1956 having its registered office at the above-mentioned address and existing under the Companies Act, 2013. The respondent is comprised of several clever and shrewd types of persons.
- III. That the respondent offered for sale units in a commercial complex known as 'Baani Centre Point' which claimed to comprise of commercial units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector M1D, Gurugram, Haryana. The respondent also claimed that the DTCP, Haryana had granted license bearing no. 59 of 2009 on a land area of about 2.681



acres in Village Lakhnaula, Tehsil Manesar, Gurugram to its associates companies for development of a commercial colony in accordance with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder.

- IV. That the complainant received a marketing call from the office of respondent in the month of January, 2014 for booking in commercial project of the respondent.
- V. The complainant had also been attracted towards the aforesaid project on account of publicity given by the respondent through various means like various brochures, posters, advertisements etc. That the complainant, induced by the assurances and representations made by the respondent, decided to book a commercial unit in the project as the complainants required the same in a time bound manner for their own use. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the possession of the commercial unit to be allotted to the complainant would be positively handed over within the agreed time frame.
- VI. That the complainant based on the assurances and representations made by the respondent and according to the payment plan made the payments of Rs.1,92,566/- on 09.05.2014 and Rs.1,00,000/- on 03.06.2014. The respondent provisionally allotted a shop no. FF-114 having a super area of 403sq.ft. After the intimation of the said allotment of the unit by the respondent, the respondent raised the demand on 13.01.2015 towards the instalment "Within 120 days booking" of Rs.2,92,595/- Moreover, at the time of booking, it was promised and assured by the respondent that the agreement would be executed in a short span of time and the said unit would be handed over to the complainants by 30.09.2017.



- VII. That the respondent sent a demand letter dated 03.11.2015 intimating the complainant about the due instalment. Payments towards all the instalments demands sent by the respondent were made by the complainants.
- VIII. That the respondent had failed to execute the Buyer's Agreement with the complainant despite lapse of two years from the date of booking. The Buyer's Agreement was executed between the parties on 02.01.2017. Despite having made the Buyer's Agreement dated 02.01.2017 containing terms very much favourable as per the wishes of the respondent, still the respondent miserably failed to abide by its obligations thereunder. The respondent/promoter has even failed to perform the most fundamental obligation of the agreement which was to handover the possession of the commercial within the promised time frame, which in the present case has been delayed for an extremely long period of time. The failure of the respondent and the fraud played by it is writ large.
- IX. That as per Clause 2.1 of the Agreement, the possession of the unit was to be handed over by the respondent by 30.09.2017 with a grace period of six months. Thus, the due date to handover the possession of the allotted unit was 30.03.2018.
- X. That the complainants have till date made the payment of Rs.9,20,003/- out of Rs.28,21,000/-. That since the due date of handing over the possession had lapsed, the complainant requested the respondent telephonically, and by visiting the office of the respondent to update them about the date of handing over of the possession. The representatives of the respondent assured the complainants that the possession of the unit would be handed over to him very shortly as the construction was almost over. The respondent



has continuously been misleading the allottees including the complainants by giving incorrect information and timelines within which it was to hand over the possession of the unit to the complainants. The respondent/promoter had represented and warranted at the time of booking that it would deliver the commercial unit of the complainants to them in a timely manner.

- XI. That the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 76 months calculated up to August, 2024 and till date the possession of the allotted unit has not been offered by the respondent to the complainants.

**Relief sought by the complainants:**

10. The complainants have sought following relief(s):
- Direct the respondent to pay interest for every month of delay at the prevailing rate of interest from 30.03.2018 till actual handing of the possession
  - Direct the respondent to handover the possession of the unit, in a habitable state, after obtaining the Occupation Certificate from the concerned authorities.
  - Direct the respondent to execute the conveyance deed of the unit in favour of the complainant.
  - Direct the respondent to not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the agreement.
11. 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.

### **Reply by the respondent**

12. The respondent has filed the reply to the present complaint on 09.04.2025, the Authority observes that the reply filed by the respondent is in respect of some other unit of the complainant in the respondent's project "Banni Centre Point". All the submissions made by the respondent in the reply and all the annexures attached by the respondent with the reply are in respect of some other unit and not the subject unit. Thus, the contentions cannot be relied upon.
13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

### **Jurisdiction of the authority**

14. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaints for the reasons given below:

#### **E.1 Territorial jurisdiction**

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the Town and Country Planning Department, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes with office 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 complaints.



**E.II Subject matter jurisdiction**

16. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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;*

17. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaints 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 complainant**

**F.I Direct the respondent to pay interest for every month of delay at the prevailing rate of interest from 30.03.2018 till actual handing of the possession.**

**F.II. Direct the respondent to handover the possession of the unit, in a habitable state, after obtaining the Occupation Certificate from the concerned authorities.**

18. The above mentioned reliefs are being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected
19. The complainant has submitted that she booked a unit bearing no. FF-114 on First floor admeasuring 403 sq.ft of super area. The Space Buyer Agreement was executed between the complainant and the respondent on 02.01.2017. As per clause 2 of the said agreement dated 02.01.2017, the respondent undertook to handover possession of the unit to the



complainants tentatively by 30.09.2017 alongwith a grace period of six months. The complainants have till date made a payment of Rs.9,20,003/- out of the sale consideration of Rs.28,21,000/-.

20. The Authority observes that a collaboration agreement dated 30.03.2013 was entered into between M/s Paradise Systems Pvt. Ltd. being the original landholder and M/s. Green Heights Projects Pvt. Ltd., being the developer for the project namely "Baani Center Point". Thereafter, the construction was initiated in the project and during that process a letter was received from Directorate of Town and Country Planning directing to stop the construction in compliance of the Injunction Order from the Hon'ble Supreme Court of India dated 24.04.2015. Thereafter the respondent-builder approached the Hon'ble Supreme Court of India for the clarification of the stay order as to whether it is applicable to the land and license however the Hon'ble Supreme Court directed it to approach DTCP for clarifications. The respondent builder approached DTCP vide various representations however DTCP did not take any decision as the matter was pending in the Supreme Court. It was further represented by DTCP that the original files in respect of land portions of entire 912 acres have been taken by Central Bureau of Investigation of all the projects and till original files are returned back by CBI, DTCP will not be in a position to provide clarification in respect of various representations. The landowner then approached Hon'ble Punjab and Haryana High Court for directions to CBI to handover original files in respect of the project of respondent and the High Court by order dated 27.03.2017 passed appropriate directions. It is pertinent to mention here that between the periods of 24.04.2015 till 12.03.2018, the Hon'ble Supreme Court of India had passed directions in respect of 912 acres of land in 3 villages including the land where the present project (Baani Center Point) is constructed.



That vide judgment dated 12.03.2018, the project of the respondent was not included in tainted projects which clearly meant that respondent could commence construction subject to renewal of licenses and other permissions. Shortly after the stay was lifted on 12.03.2018, M/s Paradise Systems Pvt. Ltd. approached DTCP for renewal of license to begin construction which was granted to them on 23.07.2018 and thereafter the respondent has developed the project which is almost complete and was left for some finishing works and interiors. It shall be pertinent to mention that while renewing the license, the entire period of 24.04.2015 till 12.03.2018 was exempted as Zero period by DTCP.

21. Later on, the HSIIDC filed an application in the Hon'ble Supreme Court of India dated 01.07.2019 through M.A. No. 50 of 2019 in the matter of ***Rameshwar Vs. State of Haryana & Ors. CA 8788 of 2015*** being "Application for Clarification of Final Judgment dated 12.03.2018 passed by the Hon'ble Court". It is submitted that the Hon'ble Supreme Court through its order dated 13.10.2020 again granted an injunction on further construction of projects of the parties to the said case including M/s. Paradise Systems Pvt. Ltd. project of Baani Center Point. The relevant portion of the said order stated that: - "Pending further considerations, no third-party rights shall be created and no fresh development in respect of the entire 268 acres of land shall be undertaken. All three aforesaid developers are injuncted from creating any fresh third-party rights and going ahead with development of unfinished works at the Site except those related to maintenance and upkeep of the site". That finally through the recent judgment on 21.07.2022, the stay on the construction was cleared by the Hon'ble Supreme Court of India in ***M.A. 50 of 2019*** in the matter of ***Rameshwar Vs. State of Haryana & Ors. CA 8788 of 2015***.





22. After consideration of all the facts and circumstances, the Authority is of the view that the matter concerns two distinct periods: from 24.04.2015 to 12.03.2018 and from 13.10.2020 to 21.07.2022. The respondent collected payments and executed buyer's agreements during the first period, i.e. 24.04.2015 to 12.03.2018, which indicates their active involvement in real estate transactions. Further, it is important to note that during the "stay period", the respondent -builder received payments from the complainant on 20.01.2016 and 30.10.2017.
23. As per aforementioned details, the builder continued construction activities unabated thereafter concurrently received payments from the allottees during that time. This sustained course of action strongly suggests that the builder possessed the capability to fulfil their contractual obligations despite the purported hindrances. Hence, granting them a zero period for the purpose of completion of the project would essentially negate their involvement and the actions they took during that time. Therefore, it is justifiable to conclude that the respondent is not entitled to a zero period and should be held accountable for their actions during the stay period.
24. However, during the period 13.10.2020 to 21.07.2022, there were specific directions for stay on further construction/development works in the said project passed by the Hon'ble Supreme Court of India in **M.A No. 50 of 2019** vide order dated 21.07.2022 which was in operation from **13.10.2020 to 21.07.2022** and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, no construction was carried out in the project nor any demands were made by the respondent from the allottees. In view of the above, the promoter cannot be held responsible for delayed possession interest during this period. Therefore, in the interest of equity, no interest shall be



payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.

25. In both the complaints, the allottee intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Section 18(1) proviso reads as under:

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

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

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

26. **Due date of possession:** As per Clause 2.1 of the buyer's agreement, the time period of handing over possession and the same is reproduced below:

***".....2.1 Possession***

*The possession of the said premises shall be endeavoured to be delivered by the intending purchaser by tentative date 30.09.2017 with a grace period of 6 months beyond this date subject to clause 9 and completion of construction..."*

*[Emphasis supplied]*

27. Thus, the due date for handing over of possession as per the above mentioned clause was 30.09.2017. Also, the grace period of 6 months being unqualified is granted to the respondent. Therefore, the due date comes out to be 30.03.2018.
28. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be





prescribed and it has been prescribed under rule 15 of the rules. 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.*

29. 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.
30. 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., 30.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
31. The definition of term 'interest' as defined under section (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;"*

32. On consideration of the documents available on record and submissions made by both the parties regarding contravention of 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 2.1 of the agreement executed between the respondent and the allottees of the same project, the due date of possession comes out to be 30.03.2018 including grace period being unqualified.
33. The Authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the unit which is allotted to her and for which they have paid a considerable amount of money towards the sale consideration. Further, the Authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
34. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.03.2018 till valid offer of possession 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. No interest shall be payable by the



respondent as well as complainant from 13.10.2020 to 21.07.2022 in view of judgement of Hon'ble Supreme Court wherein this was explicitly instructed to cease any further development in the project. Further, the respondent is directed to offer the possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupation certificate, after paying the outstanding dues.

**G.III. Direct the respondent to execute conveyance deed of the allotted unit in favour of the complainant.**

35. In the present complaint, the respondent has not obtained the Occupation Certificate yet. 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 allottees. Also, as per Section 19 (11) of the Act, 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
36. In view of the above, the respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17 (1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining Occupation Certificate.

**Directions of the authority**

37. The Authority hereby passes this order and issues the following directions under section 37 of the Act in respect all matter dealt jointly to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):



- i. The respondent is to pay interest to the complainant against the paid-up amount at the prescribed rate of interest i.e., 11.10% p.a. for every month of delay from the due date of possession 30.03.2018 till valid offer of possession after obtaining occupation certificate, plus two months 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. No interest shall be payable by the respondent and complainant from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.
- ii. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The respondent is directed to offer possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupation certificate.
- v. The rate of interest chargeable from the allottee 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 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. No interest shall be payable by the respondent and complainant from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.

- vi. The respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17 (1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining Occupation Certificate.
  - vii. The respondent-builder is directed not to charge anything which is not part of buyer's agreement.
38. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
39. Complaints stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
40. Files be consigned to registry.

**Dated- 30.07.2025**

**(Ashok Sangwan )**

Member

Haryana Real Estate Regulatory Authority