

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

**Date of decision: 29.07.2025**

NAME OF THE BUILDER		M/s MANISH BUIDWELL PRIVATE LIMITED	
PROJECT NAME		"Manish Galaxy 91"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2777/2021	Akhilesh Bansal V/S M/s KNS Infracon Private limited.	Shri Ravi Rao Advocate (complainant) and Shri Rishabh Jain Advocate (respondent no.1 ) Shri Krishna Saroff Advocate (respondent no.2 )
2.	CR/2781/2021	Akhilesh Bansal V/S M/s KNS Infracon Private limited.	Shri Ravi Rao Advocate (complainant) and Shri Rishabh Jain Advocate (respondent no.1 ) Shri Krishna Saroff Advocate (respondent no.2 )
3	CR 2782/2021	Akhilesh Bansal V/S M/s KNS Infracon Private limited.	Shri Ravi Rao Advocate (complainant) and Shri Rishabh Jain Advocate (respondent no.1 ) Shri Krishna Saroff Advocate (respondent no.2 )

**CORAM:**

Shri Arun Kumar

Shri Ashok Sangwan

**Chairman**

**Member**

**ORDER**

1. The above complaints have been filed by the complainant/allottees 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 provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
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, "Capital Gateway" situated at Sector-111, Gurugram being developed by the respondent/promoter i.e., M/s KNS Infracon 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 refund of the deposited amount by the complainant along with prescribed rate of interest.
3. The details of the complaints, reply 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:

Sr. No	Complain t No., Case Title, and Date of filing of complain t	Reply statu s	Unit No.	Date of execut ion of agree ment for sale	Due date of possess ion, offer of possess ion	Total Considerati on / Total Amount paid by the complainan ts (In Rs.)	Relief Sought
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4. 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



1.	CR/2777/ 2021  Akhilesh Bansal Vs. KNS Infracon Private Ltd .  Date of Filing of complaint - 15.07.202 1	Reply receiv ed on  29.09. 2021	004, tower D  <b>Area:</b> 1695 sq.ft.	23.03.2 016	07.12.20 16  (within 48 months from the date of sanction of building plan which is 07.06.20 12)	<b>TSC: -</b> Rs. 1,20,072,44/ - (CRA)  <b>AP: -</b> Rs. 1,19,531,05/ - (CRA)  <b>O.C-</b> 24.10.2024 <b>O.P-</b> not offered	1. delay possession charges
2.	CR/2781/ 2021  Akhilesh Bansal Vs. KNS Infracon Private Ltd .  Date of Filing of complaint - 15.07.202 1	Reply receiv ed on  29.09. 2021	003, tower E  <b>Area:</b> 1760 sq.ft.	07.04.2 016	07.12.20 16  (within 48 months from the date of sanction of building plan which is 07.06.20 12)	<b>TSC: -</b> Rs. 1,26,40,049/ -  <b>AP: -</b> Rs. 1,07,46,086/ - (CRA)  <b>O.C-</b> 24.10.2024 <b>O.P-</b> not offered	1. delay possession charges
3	CR/2782/ 2021  Akhilesh Bansal Vs. KNS Infracon Private Ltd .  Date of Filing of complaint -	Reply receiv ed on  29.09. 2021	004, tower F  <b>Area:</b> 1760 sq.ft.	07.04.2 016 (Page 22 of compla int - CRA)	07.12.20 16  (within 48 months from the date of sanction of building plan which is	<b>TSC: -</b> Rs. 66,16,750/- (Page 23 of complaint - CRA)  <b>AP: -</b> Rs. Rs. 27,41,084/- (Page 23 of complaint - CRA)	1.delay possession charges



15.07.2021				07.06.2012)	<b>O.C-</b> 24.10.2024 <b>O.P-</b> not offered	
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**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**

**Abbreviation Full form**

TSC- Total Sale consideration

AP- Amount paid by the allottee(s).

O.C- Occupation certificate

O.P.- Offer of possession

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.

5. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of case ***CR/2777/2021 titled as Akhilesh Bansal Vs. KNS Infracon Private Ltd and State Bank of India.*** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delay possession charge along with interest.

**A. Project and unit related details**

6. 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/2777/2021 titled as Akhilesh Bansal Vs. KNS Infracon Private Ltd.***

S. No.	Heads	Information
1.	Project name and location	'Capital Gateway, Sector-111, Gurugram
2.	Project area	10.462 acres
3.	Nature of the project	Residential
4.	DTCP license no. and validity status	34 of 2011 dated 16.04.2011 valid upto 15.04.2024

5.	Name of licensee	KNS Infracon Pvt. Ltd. and others
6.	RERA registered/ not registered	Registered vide regd. No. 12 of 2018 dated 10.01.2018
7.	Unit no.	004, tower D (1695 sq.ft.) (CRA)
8.	Date of execution of buyers' agreement	23.03.2016 (CRA)
9.	Payment plan	Construction linked payment plan
10.	Total sale consideration	Rs. 1,20,072,44/- (CRA)
11.	Total amount paid by the complainant	Rs. 1,19,531,05/- (CRA)
12.	Due date of delivery of possession (within 48 months from the date of sanction of building plan which is 07.06.2012)	07.12.2016
13.	Offer of possession	Not offered
14.	Occupation certificate	24.10.2024

## B. Facts of the complaint

7. The complainants have made the following submissions: -

- I. That the respondent has agreed to sell to the complainant the unit no. D-004 in project 'capital gateway' located in sector 111, Gurgaon. The complainant no.1 accepted the offer of the respondent to purchase the above-mentioned unit and subsequently an allotment letter was also issued in the name of the complainant dated 21.03.2016.
- II. That, later the flat-buyer's agreement was also duly signed and executed between the complainant no.1 and the respondent no.1 dated 23.03.2016 wherein it was mentioned that the complainant will have the possession of the flat purchased within a period of 48 months from the date of



sanction of the building plan and other necessary government sanctions. It is also pertinent to mention that a grace period of 180 days is been provided to hand over the possession of the said flat to the Complainant No.1.

- III. That, the complainant no.1 in order to purchase the said flat applied for a home loan from the State Bank of India, Faridabad RACPC Branch amounting to Rs.89,60,000/- which was also sanctioned by the Bank vide Loan Sanction Letter dated 26th of April, 2016.
- IV. That, the complainant no.1 paid a total amount of Rs. 12,007,244/- against the installments of the said flat as decided in the payment plan.
- V. That, the respondent till date of the filing of the complaint has not delivered on the commitment of handing over the possession of the unit No. D-004 in Project 'Capital Gateway' located in Sector 111, Gurgaon, Haryana to the complainant.
- VI. The actions of the respondent no. 1 and the respondent no. 2 rendered the complainant trapped in a vicious circle where he is the only victim. Reflecting on the start of the project, the complainant was not able to understand the peer pressures that had influenced him. On the other hand, the respondent no. 2 knowing the fact that the respondent No. 1 is a defaulter who has not delivered even a single project in the history didn't apprise the complainant. It is submitted that the Banks are the financial institutions where customers/borrowers can rely upon but after taking into consideration all the acts it seems like the respondent no. 2 is more inclined towards the unfair or the unethical practices of the respondent no. 1 rather than the loyal customer, i.e. the complainant who had taken loan out of the good faith and the trust that he possesses in the respondent No. 2.

VII. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondents in sale of their units and the provisions allied to it. the modus operandi adopted by the respondent, from the respondent's point of view may be unique and innovative but from the Allottee's point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the Allottees, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.

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

8. The complainants have sought following relief(s):
  - i. Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.
9. It is important to note that the complainant filed an amendment application dated 27.04.2022, seeking amendment of the relief from refund to delayed possession and same was allowed on 29.07.2025.

**D. Reply by the respondent no.1.**

10. The respondent no.1 has contested the complaint on the following grounds.
  - i. That respondent has been developing and marketing a residential group housing colony 'capital gateway' on the land measuring 10.462 acres situated at sector 110a and 111, Gurugram, in two phases, i.e., phase I consisting tower A to G and phase ii consisting tower H to J. The said project also consists of two towers for economically weaker sections (EWS), two commercial buildings, one community building and a nursery school. There are a total of 551 units in the said project, which includes 538 residential units and 13 commercial units.



- ii. That the respondent has also obtained all requisite permits and approvals for the development of the said project from the competent authorities.
- iii. That initially Haryana Real Estate Regulatory Authority, Panchkula (Interim RERA) issued a registration certificate in the form REP-III as prescribed under the Haryana real estate (Regulation and Development) Rules, 2017, vide registration no. 12 of 2018 dated 10<sup>th</sup> january, 2018. The validity of RERA registration for phase-i (tower A to G) was up to 31<sup>st</sup> december, 2020 + six months of covid-19 extension, i.e., till 30<sup>th</sup> june, 2021 and for phase ii (tower H to J) was up to 31<sup>st</sup> december, 2021 + six months of covid-19 extension, i.e., till 30<sup>th</sup> june, 2022.
- iv. That respondent had applied for environment clearance on 20<sup>th</sup> october, 2011. The decision and issuance of certificate to the promoter/developer remained in abeyance for a long time due to sudden demise of the chairman of environmental impact assessment (EIA) committee in an unfortunate road accident. The developer finally got the environment clearance on 17<sup>th</sup> June, 2013. Owing to this, the construction work of the project itself started late.
- v. That respondent had applied for the revision in building plans of the said project before the appropriate authority. However, for no fault of the respondent, the plans were approved by the department only after a delay of 2 years. Owing to this, the construction of project could not be started in a timely manner.
- vi. That it is further submitted that, after being satisfied with the project in totality that the complainant expressed his willingness to book three units in the project, looking into the financial viability of the project and its future monetary benefits, booked the unit.



- vii. That on 23.03.2016, the flat buyer's agreement was executed between the complainant and the respondent, wherein flat no.004, ground floor, D tower was allotted to the complainant.
- viii. That, thereafter, the complainant vide agreement to sell dated 06.06.2016, with Brice Town Planners private limited, had created third party rights which the complainant has not disclosed before the authority.
- ix. That is pertinent to highlight the fact that in view of the aforesaid agreement to sell dated 6<sup>th</sup> may, 2016, the complainant has no rights against the subject flat and the complaint is not entitled to deal with the said flat in any manner and shall not encumber the same.
- x. That after the transfer of allotment in favour of the brice town planners private limited, the respondent had received approval for revision in building plan in December, 2016. Under the revised building plan, the three units which were initially booked by the Shri Akhilesh Bansal were not being developed. The fact was brought to the knowledge of the Brice Town Planners private limited and they were given two options either to switch to some other unit or to take refund of the deposited amount. Subsequently, the amount was sought to be refunded by the Brice Town Planners private limited.
- xi. That respondent, has deposited money with the ICICI bank and the PNBHFL, towards foreclosure of loan amount against the aforesaid three units.
- xii. That complainant has made false and baseless allegations with a mischievous intention to retract from the terms and conditions as stipulated in the agreement. In view of the same, it is submitted that there is no cause of action in favour of the complainant to institute the present complaint.

11. All other averments made in the complaint were denied in toto.
12. 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 these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

13. 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**

14. 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**

15. 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.*

16. 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.1 Direct the respondent to pay delay possession charges alongwith prescribed rate of interest.**

17. On 23.03.2016, a flat buyer's agreement was duly executed between the complainant and the respondent, wherein flat no. 004, situated on the Ground Floor of Tower D, was allotted to the complainant for a total sale consideration of Rs. 1,18,25,980/-, against which the complainant made a payment of Rs. 1,19,53,105/-.
18. It is important to note that the complainant vide agreement to sell dated 06.06.2016, with Brice Town Planners private limited, had created third party rights. The respondent states that after the transfer of allotment in favour of the Brice Town Planners private limited, the respondent had received approval for revision in building plan in December, 2016. Under the revised building plan, the three units which were initially booked by the Shri Akhilesh Bansal were not being developed. The fact was brought to the knowledge of the Brice Town Planners private limited and they were given two options either to switch to some other unit or to take refund of the deposited amount. Subsequently, Brice Town Planners Private Limited, thereafter, opted for a refund.
19. Vide proceeding dated 08.07.2025, the respondent was directed to clarify the following :-

1. Creation of 3rd party rights of the unit after and execution of sale deed.
  2. Proof of transaction after the agreement to sell executed.
  3. Date of endorsement of the unit.
20. The respondent has failed to place on record any conclusive proof or documentation, such as a registered sale deed, that would establish a valid and lawful transfer of the said unit to Brice Town Planners Pvt. Ltd. Despite specific directions issued by the Authority on 08.07.2025, the respondent has not filed any clarification or evidence in relation to the creation of third-party rights, proof of transaction, or date of endorsement.
21. The Authority is of the view that the allottee has not created any third party right in the unit and the alleged agreement for sale is not sufficient to prove the contention of the respondent to the above effect.
22. The complainants intend to continue with the project and are 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."*

***(Emphasis supplied)***

23. Clause 2.1 of the apartment buyer agreement provides for handing over of possession and is reproduced below:

*"2.1. Subject to Clause 9 herein or any other circumstances not anticipated and beyond control of the First Party/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser having, complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited timely payment of total Sale*



*Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the First Party/Confirming Party, whether under this Agreement or otherwise, from time to time, the First Party/Confirming Party proposes to hand over the possession of the Flat to the Purchaser within approximate period of 48 months from the date of sanction of the building plans and other necessary Government approvals thereon, of the said Colony. **The Purchaser agrees and understands that the First Party/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 48 months, for applying and obtaining the occupation certificate in respect of the Colony from the concerned authority. The First Party/Confirming Party shall give Notice of Possession to the Purchaser with regard to the handing over of possession, and in the event the Purchaser fails to accept and take the possession of the said Flat within 30 days of, the Purchaser shall be deemed to be custodian of the said .....***

*(Emphasis supplied)*

24. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the unit within a period of 48 months from the date of sanction of the building plan and other necessary approvals. The buyer's agreement was executed on 23.03.2016 and date of sanctioning of building plan is 07.06.2012. So, the due date is calculated from the date of sanctioning of building plan i.e., 07.06.2012 which comes out to be 07.06.2016. Further, it was provided in the buyer's agreement that promoter shall be entitled to a grace period of 180 days after the expiry of the said committed period for applying and obtaining occupation certificate. In other words, the respondent is claiming this grace period of 180 days for filing and pursuing of occupation certificate.
25. The Authority put reliance on the judgement of the Hon'ble Appellate Tribunal in appeal no. 433 of 2022 tilted as Emaar MGF Land Limited Vs Babia Tiwari and Yogesh Tiwari, wherein it has been held that if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of three months for applying and obtaining the occupation certificate. The relevant para is reproduced below:

*As per section 18 of the Act, if the project of the promoter is delayed and if the allottee wishes to withdraw then he has the option to withdraw from the project and seek refund of the amount or if the allottee does not intend to withdraw from the project and wishes to continue with the project, the allottee is to be paid interest by the promoter for each month of the delay. In our opinion if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of three months for applying and obtaining the occupation certificate. So, in view of the above said circumstances, the appellant-promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the Occupation Certificate*

26. Therefore, in view of the above judgement and considering the provisions of the Act, the authority is of the view that, the promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the occupation certificate. Thus the due date of handing over of possession comes out to be 07.12.2016.
27. **Admissibility of delay possession charges at prescribed rate of interest:**  
The complainants are seeking delay possession charges at the prescribed rate of interest on the amount already paid by them. However, 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., 29.07.2025 is 8.90%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.90% (**vide proceeding dated 29.07.2025, the rate of interest inadvertently recorded as 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 allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*
31. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.

32. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 2 of the agreement, the possession of the subject apartment was to be delivered within a period of 48 months from the date of sanction of the building plan and other necessary approvals. The buyer's agreement was executed on 23.03.2016 and date of sanctioning of building plan is 07.06.2012. So, the due date is calculated from the date of sanctioning of building plan i.e., 07.06.2012 which comes out to be 07.06.2016. As far as grace period is concerned, the same is allowed for the reasons quoted above. So, the due date of possession comes out to be 07.12.2016.
33. The respondent has obtained the occupation certificate on 24.10.2024. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement dated 23.03.2016 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 23.03.2016 to hand over the possession within the stipulated period.
34. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2 months' of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from



the due date of possession i.e. 07.12.2016 (calculated from the date of sanctioning of building plan including grace period) till the date of offer of possession plus two months or handing over of possession, whichever is earlier.

35. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.90% p.a. w.e.f. 07.12.2016 till the date of offer of possession plus two months or handing over of possession, whichever is earlier; as per provisions of section 18(1) of the Act read with rule 15 of the Rules.

**G. Directions of the authority**

36. 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):

- i. The respondent no.1 is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 07.12.2016 till offer of possession plus 2 months or actual handing over of possession, whichever is earlier.
- ii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.90% 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(zd) of the Act.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- iv. The respondent no.1 is directed to handover the physical possession of the allotted unit to the complainants complete in all aspects of buyer's agreement.
  - v. The respondent shall not charge anything from the complainants which is not part of the buyer agreement.
  - vi. 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.
37. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
38. Complaint stands disposed of.
39. File be consigned to registry.



Ashok Sangwan  
**Member**



Arun Kumar  
**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 29.07.2025**