

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

Date of decision: 29.07.2025

NAME OF THE BUILDER		SUNWAYS HEIGHTS PRIVATE LIMITED	
PROJECT NAME		"63 Golf Drive" at Sector 63A, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/5154/2024	Umed Singh Mehta Vs. Sunrays Heights Pvt. Ltd.	Shri Garvit Gupta, Advocate Shri, Tushar Behmani Advocate
2.	CR/193/2025	Shyam Sundar Suri Vs. Sunrays Heights Pvt. Ltd.	Shri Shyam Sundar Suri , Complainant in person Shri, Tushar Behmani Advocate

CORAM:

Shri Arun Kumar

Shri Ashok Sangwan

Chairman**Member****ORDER**

1. This order shall dispose of both the complaints titled above filed before this authority 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, "Sixty-Three Golf Drive" situated at Sector-63 A, Gurugram being developed by the same respondent/promoter i.e., "Sunrays Heights Private Limited." The terms and conditions of the allotment letter, buyer's agreements and the fulcrum of the issue involved in all these cases pertain to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges.
3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	"63 Golf Drive" at Sector - 63A, Gurugram, Haryana
Project area	9.7015625 acres
DTCP License No. and validity	82 of 2014 dated 08.08.2014 Valid up to 31.12.2023
RERA Registered or Not Registered	Registered Registration no. 249 of 2017 dated 26.09.2017 valid up to 25.09.2022
Date of approval of building plans	10.03.2015
Date of environment clearance	16.09.2016
Possession clause as per the buyer's agreement	4. Possession "4.1 The developer shall endeavour to handover possession of the said flat within a period of four years i.e., 48 months from the date of commencement of the project, subject to force majeure and timely payment by the allottee towards the sale consideration, in accordance with the terms stipulated in the present agreement."

Possession clause as per Affordable Housing Policy, 2013	As per clause 1(iv) of the Affordable Housing Policy, 2013 <i>"All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project."</i>
Due date of possession	16.03.2021 (Calculated from the date of environment clearance being later including grace period of 6 months in lieu of Covid-19)
Occupation certificate	31.12.2024

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession and Publication of cancellation
1.	CR/5154/2024 Umed Singh Mehta Vs. Sunrays Heights Pvt. Ltd. DOF: 29.10.2024 Reply: 01.07.2025	F-126 Carpet area- 613.31 sq.ft. Balcony area- 95.10 sq. ft. (Page 57 of complaint)	2016 (Specific date not mentioned at page 33 of complaint)	TSP-Rs. 25,00,790/- As per SOA dated 30.06.2025 (Page 162 of reply) AP-Rs. 22,76,731/- As per SOA dated 30.06.2025 (Page 162 of reply)	Not Offered Publication in Hindi Newspaper "Aaj Samaj": 16.10.2024 (annexure R-8, page 90 of reply)
2.	CR/193/2025 Shyam Sundar Suri Vs. Sunrays Heights Pvt. Ltd. DOF: 11.02.2025 Reply: 01.07.2025	E-47 Carpet area- 605.1 sq. ft. Balcony area- 94.94 sq. ft. (Page 34 of complaint)	2016 (Specific date not mentioned at page 18 of complaint)	TSP-Rs. 25,79,507/- (As per SOA dated 17.04.2025 (Page 162 of reply) AP-Rs. 22,48,656/- (As per SOA dated 17.04.2025 (Page 163 of reply)	Not Offered Publication in Hindi Newspaper "Aaj Samaj": 12.02.2025 (annexure R-8, page 91 of reply)
The complainant herein is seeking the following reliefs: 1. DP+C.					

2. Direct the respondent to handover actual possession of the booked unit to the complainant.
3. Direct the respondent to not create any third party interest and maintain the status quo of the said unit as such the respondent is forcefully with all its mala fide intentions is making publications in the newspaper of various allottees for cancellation by raising illegitimate demands.
4. Litigation charges.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
DPC	Delayed possession charges
BSC	Basic sale consideration
AP	Amount paid by the allottee/s
CD	Conveyance deed

4. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/5154/2024 titled as "Umed Singh Mehta Vs. Sunrays Heights Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

5. 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/5154/2024 - "Umed Singh Mehta Vs. Sunrays Heights Private Limited"

Sr. No.	Particulars	Details
1.	Name of the project	"Sixty-Three Golf Drive", Sector 63A Gurugram
2.	Nature of the project	Affordable Group Housing
3.	RERA registered or not registered	249 of 2017 dated 26.09.2017 valid up to 25.09.2022
4.	DTCP license	82 of 2014 dated 08.08.2014 valid up to 31.12.2023
5.	Unit no.	F-126 (page 27 of complaint)
6.	Unit admeasuring	613.31 sq.ft. (carpet area) 95.10 sq.ft. (balcony area) (page 57 of complaint)
7.	Allotment letter	30.06.2017 (page 53 of complaint)

8.	Date of execution of Buyers agreement	05.09.2016 (page 33 of complaint)
9.	Possession clause	<p>4.Possession <i>The developer shall endeavour to handover possession of the said flat within a period of four years i.e., 48 months from the date of commencement of project, subject to force majeure & timely payment by the allottee towards the sale consideration, in accordance with the terms as stipulated in the present agreement.</i></p> <p>As per affordable housing policy 2013 <i>"1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The license shall not be renewed beyond the said 4 years from the date of commencement of project."</i></p>
10.	Date of building plan	10.03.2015 (taken from another file of the same project)
11.	Date of environment clearance	16.09.2016 (taken from another file of the same project)
12.	Due date of possession	16.03.2021 (16.09.2020 plus six months in lieu of covid-19) (calculated from the date of environment clearance)
13.	Total sale consideration	Rs. 25,00,790/-
14.	Amount paid by the complainant	Rs. 22,76,731/-
15.	Occupation certificate	31.12.2024
16.	Offer of possession	Not offered
17.	Reminder through email	09.09.2024 (annexure C-16)

18.	Date of final reminder	27.08.2024 (page 88 of reply)
19.	Date of publication	16.10.2024 (page 90 of reply)

B. Facts of the complaint

6. The complainant has made following submissions in the complaint:

- a) That the respondent offered for sale units in a Group Housing Project known as '63 Golf Drive' which claimed to comprises of several building/tower consisting of self-contained independent flat along with common/support infrastructure, common areas, parking sites and Community Hall, Anganwadi-cum-Creche) in terms of Affordable Group Housing Policy, 2013 issued by Government of Haryana on a piece and parcel of land situated in Village Ullahwas, Sector 63A, Distt. Gurugram, Haryana. The respondent had also claimed that the DTCP, Haryana, Chandigarh had granted license bearing no. 82 of 2014 dated 08.08.2014 in accordance with the provisions of Affordable Housing Policy, 2013 for development of Affordable Group Housing Colony.
- b) That the complainant, induced by the assurances and representations made by the respondent, decided to apply for allotment of residential apartment in the said project of the respondent. 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. The complainant visited the sales gallery and consulted with the marketing staff of the respondent. The marketing staff of the respondent painted a very rosy picture of the project and made several representations with respect to the innumerable world class facilities etc. to be provided by the respondent in their project. The marketing staff of the respondent also assured timely delivery of the unit.

It was further assured by the respondent to the complainant that the possession of the unit would be handed over strictly as per the provisions of the Affordable Housing Policy, 2013 i.e. within 4 years from the date of grant of building plan or environment clearance, whichever is later. The assertions of the respondent concerned with impeccable services and timely completion of the said project were believed by the complainant and complainant decided to make the booking in the month of May, 2015 vide their booking application form no. SGDB2293.

- c) That the complainant accordingly at the time of applying/booking paid a sum of Rs.1,25,040/- dated 19.04.2015 and the respondent issued an acknowledgment receipt confirming the said payment pursuant to the booking made by the complainant.
- d) That pursuant to the applying/booking of a unit in the project of respondent by the complainant and after draw of lots conducted by the respondent on 06.01.2016, the respondent allotted a flat bearing no. F-126 admeasuring carpet area of 613.31 sq. ft. @ Rs. 4,000/- per sq. ft. and a balcony area of 95.10 sq ft. @ Rs. 500/- per sq. ft. in the said project to the complainant vide its provisional allotment letter dated 11.01.2016. The respondent vide the said provisional allotment letter informed the complainant that the total sale consideration of the said allotted unit would be Rs. 25,00,790/-. Furthermore, the respondent vide the said allotment letter dated 11.01.2016 demanded an amount of Rs. 5,51,955/- from the complainant and the complainant without any delay or default remitted the said dues as acknowledged by the respondent vide its receipt dated 20.01.2016.

- e) That after a considerable delay, builder buyer agreement was got executed by the respondent without sharing a copy of the BBA in advance to the complainant or at the time of the execution of BBA. It was provided only after a considerable delay to the complainant through courier. The complainant made it clear to the respondent that the complainant required the said unit in a time bound manner for his own use and occupation and of his family members. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the possession of the apartment would be positively handed over to the complainant within the agreed time frame as per the provisions of the Affordable Housing Policy, 2013. The interpretation of the possession clause, as done by the respondent, was in complete contrast to the provisions of the Affordable Housing Policy, 2013. The respondent had very conveniently tried to misinterpret the provisions of the Affordable Housing Policy, 2013. It is pertinent to mention herein that as per the provisions of the Affordable Housing Policy, 2013, the due date to handover the possession is 4 years from the date of approval of building plan or environment clearance, whichever is later. However, as per clause 4.1 of the agreement, the respondent stated that it would handover the possession of the flat within a period of 4 years from the date of commencement of the project. The said clause was in complete contrast to the provisions of the Affordable Housing Policy, 2013.
- f) That the respondent was in a completely dominant position and wanted to deliberately exploit the same at the cost of the innocent allottee/buyers including the complainant and the same is evident from a bare perusal of clause 3.7 of the said BBA. The respondent had given

itself the liberty to charge interest from the complainant on account of delay in making the payments. However, no such clause is there in the agreement with respect to the delay on the part of the respondent in handing over of possession or complying with its obligations. While crafting such unfair clause, the respondent has openly exploited its dominant position, effectively leaving the allottee with no choice but to accept and sign the document. This conduct by the respondent demonstrates its blatant disregard for the allottee's rights and its prioritization of its own unfair advantage over the allottee's lawful entitlements. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary education background.

- g) That the above stated provisions of the BBA besides other similar one-sided provisions were on the face of it were highly illegal, absurd, unilateral, arbitrary, unconscionable and not valid. The legislature has promulgated the Act, 2016 to balance the bargaining power of the allottees who have been disadvantaged by the abuse of the dominant position of the developers. A bare perusal of the above clauses highlights the one-sided arbitrary agreement and the abuse of dominant position is all pervasive in the terms and conditions of the BBA executed by the respondent vide various clauses imposing all the liabilities on the complainant, while conveniently relieving itself from all obligations on its part.
- h) That the complainant made vocal his objections to the arbitrary and unilateral clauses of the BBA to the respondent. Prior to the signing of the BBA, complainant had made payment of a significant amount. The

respondent categorically assured the complainant that he need not worry and that the respondent would strictly adhere to the timeline, terms of the allotment and the provisions laid down by law including Affordable Housing Policy, 2013 and Real Estate (Regulation and Development) Act, 2016. Since the complainant had already parted with a considerable amount, he was left with no other option but to accept the lopsided and one-sided terms of the BBA. The complainant felt trapped and had no other option but to sign the dotted lines. Hence the BBA dated 05.09.2016 was executed.

- i) That the complainant believing the assurances and representations of the respondent continued to make the payments against the said allotted unit as and when demanded by the respondent. The complainant has made all the payments without any delay or defaults in making the said payments. The respondent vide its demand letter dated 18.10.2016 demanded an amount of Rs.3,15,724/- from the complainant. The complainant accordingly made the said payment on 02.11.2016 as evident from the receipt dated 02.11.2016 issued by the respondent.
- j) That the respondent finally vide its allotment letter dated 30.06.2017 confirmed the allotment of the said unit bearing no. F-126 in tower-F admeasuring carpet area of 613.31 sq ft. (approx.) and balcony area of 95.10 sq. ft. (approx) along-with one two-wheeler parking site as per the policy in favour of the complainant. Again, in the said allotment letter, it was confirmed to the complainant that the allotment was done and would be governed as per the provisions of the Affordable Housing Policy, 2013.
- k) That the respondent continued to send demand letters against the sale consideration. The complainant was throughout kept under an

impression by the respondent that it would complete the construction of the unit within the time period as mentioned in the Affordable Housing Policy, 2013.

- l) That as already stated, as per clause 1 (iv) of the Affordable Housing Policy, 2013, the respondent is obligated to handover the possession of the said allotted unit within four years from the date of approval of building plans or receipt of environment clearance, whichever was later. It is a matter of record and is also mentioned at Recital C of the builder buyer's agreement that the building plan of the project was approved on 10.03.2015 from DGTCP and environment clearance of the project was received on 16.09.2016. Thus, the proposed due date of possession, as calculated from the date of environment clearance, comes out to be 16.09.2020.
- m) That, the respondent failed to intimate the complainant about the construction status of the tower in which the unit allotted to the complainant was located. The complainant was constrained to confront the respondent vide his mails dated 19.08.2021 and 01.11.2021 about the due date of handing over of possession. However, the genuine queries of the complainant went unheard and no reply was received nor any latest status of the construction was given to the complainant by the respondent. The complainant was left with no other option but to himself visit the construction site in the month of December, 2021 to check the status of the construction on site. Upon reaching the site, the complainant was shocked and appalled as he saw that no construction was going on in respect of the tower wherein the unit of the complainant was situated and

thereby giving the impression that the demands raised by the respondent were not corresponding with the actual construction at site.

- n) That it is very important to mention herein that as per the demand notice dated 13.01.2022, the respondent itself has admitted that the complainant has out of Rs.25,00,790/- has paid Rs. 22,76,731/- and that till 13.01.2022, the amount payable by the complainant is '0'. It is respectfully submitted that the complainant has not received any further demand notice following the aforementioned demand notice until the impugned threat final reminder letter dated 27.08.2024 from the respondent. In this letter, the respondent unlawfully demanded an exorbitant amount of Rs. 10,53,279/- (inclusive of Principal, Interest, and GST) without providing any breakdown or justification for the demand.
- o) Furthermore, the fact that the respondent has been committing illegality is evident from a bare perusal of the payment demand letter dated 31.12.2021 and 13.01.2022. The respondent has been charging GST at the rate of 8% when the GST council in its 34th meeting held on 19.03.2019 took the decision vide a press release for a lower effective GST rate of 1% in case of Affordable Housing Scheme instead of the earlier rate of 8% effective from 01.04.2019. Despite being aware of the latest notification as well as the terms of the agreement, the respondent kept on demanding the GST at the old rates instead of the revised ones. Thus, it is clear that the complainant is entitled to the refund of the excess amount beyond 1% paid by him to the respondent towards the GST from 01.04.2019 onwards along with interest.
- p) That since the respondent had not even started with the construction of the tower in which the unit allotted to the complainant is located, the

complainant requested the respondent telephonically, and by visiting the office of the respondent to update him about the date of handing over of the possession. The representatives of the respondent assured the complainant that the possession of the unit would be handed over to him shortly and thus the complainant based on the assurances of the respondent continued to make the payments as demanded by the respondent.

- q) That the complainant vide several reminders through telephonic conversations and by visiting the office of the respondent reminded the respondent of intimating the complainant about the status of the construction of the project. However, the respondent miserably failed to do so. The respondent is duty bound to update the complainant as well as other allottees about the construction of the project under Sections 19(1), 19(2) and 19(3) of the RERA Act, 2016.
- r) That the respondent vide its mail dated 24.07.2024 wrongly stated that the respondent is nearing the stage of offering possession and thus requested the complainant to clear the outstanding dues stating that the respondent is giving one final opportunity to the complainant to clear the said outstanding dues. However, the respondent had failed to issue any demand letter with respect to the due installment. The complainant accordingly vide its response mail dated 28.07.2024 apprised respondent of the said fact and further requested the respondent to issue the said demand letter if any such payment is due so that the complainant can clear the outstanding if any.
- s) That the complainant was in complete shock and dismay to receive a threat final reminder letter dated 27.08.2024 from the respondent

wherein the respondent unlawfully and without providing any break-up of demand/justification demanded exorbitant amount of Rs. 10,53,279/- (inclusive of Principal, Interest & GST). As per the demand letter dated 13.01.2022, it is evident that the complainant has paid a sum of Rs. 22,76,731/- out of the total sale consideration of Rs. 25,00,790/-. Thus, the demand as raised by the respondent vide the said reminder letter is completely baseless and frivolous and hold no valid ground. The complainant was threatened vide the said letter that if the said demand is not paid by the complainant, then the respondent would reserve its right to take action as per the provisions of the Affordable Housing Policy, 2013. Thus, the complainant replied against the said letter vide his email dated 08.09.2024 stating that the default is on the part of the respondent in complying with its obligations and not the complainant as the respondent has failed to update the complainant with respect to the construction status of the project. No demand notice(s) was/were received by the complainant regarding to clear the last installment prior to the said letter.

- t) That the respondent continuously misled the allottees including the complainant by giving incorrect information and timelines within which it was to hand over the possession of the unit to the complainant. The respondent had represented and warranted at the time of booking that it would deliver the dream home of the complainant to him in a timely manner. However, the failure of the respondent has resulted in serious consequences being borne by the complainant. Thereafter, the complainant tried to connect with respondent to inquire about the construction of the said project but to their surprise, the respondent just

tried to dilly dally the matter and did not pay any heed to the genuine requests of the complainant. The complainant after running from post to pillars and believing the assurances and representations of the respondent lost hope and realised that the assurances and promises of the respondent were also false and misleading and the respondent had no intention of delivering the possession of the said unit to the complainant.

- u) That when the complainant confronted the respondent, it was assured by the respondent that additional benefits in the form of delayed interest as per the provisions laid down by RERA Act, 2016 would be given to the complainant on account of the number of days of delay of the respondent. However, yet again, the assurances of the respondent turned out to be false. The fear of the complainant turned out to be a reality wherein it now became evident that the respondent has throughout been trying to mislead the complainant by asserting false assurances and representations. The complainant is a victim of misrepresentation on the part of the respondent. Furthermore, it is pertinent to mention here that the respondent has now threatened the complainant that the respondent would be cancelling the allotment of the complainant in case the complainant does not comply with its unlawful/unjustified/unethical demands. Several other allottees have received the cancellation letter and the complainant fears that the respondent might cancel his allotment in the said project. Hence, on the basis of such apprehension, an interim relief under Section 36 of the RERA Act, 2016 may be passed that pending the adjudication of the present complaint, the respondent would not cancel/terminate the allotment of the unit in question.

- v) That the respondent has misappropriated and siphoned the funds of the complainant and by doing so, cheated the complainant. The complainant had trusted the respondent with a dream to have a unit to himself but the respondent has breached the trust of the complainant and snatched away such dream and also caused huge financial losses/irreparable loss/mental agony to the complainant.
- w) That the complainant has been duped of his hard-earned money paid to the respondent regarding the said unit in question. The complainant requested the respondent to hand over the possession of the allotted unit to them but the respondent has been dilly-dallying the matter. The complainant has been running from pillar to post and have been mentally and financially harassed by the conduct of the respondent.
- x) That the respondent has violated several provisions of RERA 2016 and Haryana RERA Rules 2017 and is liable for the same. As per Section 18 of RERA 2016 and Rules 15(1) and 15(3) of Haryana RERA Rules, 2017, the respondent/promoter is liable to pay interest for every month of delay till handing over of possession.
- y) That the respondent is enjoying the valuable amount of consideration paid by the complainant out of his hard-earned money and the complainant realizing the same demanded delayed possession charges from the respondent/promoter. The respondent has in complete defiance of its obligations refused to hand over the possession to the complainant along with delayed possession charges leaving them with no other option but to file the present complaint. Since respondent miserably failed in its obligations, hence the complainant is entitled to

delayed possession charges at the rate prescribed as per Act, 2016 and Rules, 2017.

- z) That the cause of action for the present complaint is recurring one on account of the failure of the respondent to perform its obligations within the agreed time frame. The cause of action again arose when the respondent failed to hand over the possession and compensation for delay on its part and finally, upon receiving the impugned threat final reminder letter dated 27.08.2024 from the respondent, the complainant noted that the respondent unlawfully demanded an excessive amount of Rs.10,53,279/- (inclusive of Principal, Interest, and GST) without offering any breakdown or justification for this demand, and instead of acknowledging its negligence, the respondent failed to compensate the complainant for the delayed possession interest and the compensation owed due to the respondent's complete failure. The complainant reserve his right to approach the appropriate forum to seek compensation.

C. Relief sought by the complainant

7. The complainant has sought the following relief(s):
- I. Direct the respondent to handover the physical possession of the unit in a habitable condition after the receipt of the Occupation Certificate.
 - II. Direct the respondent to pay interest for every month of delay at prevailing rate of interest from the due date of possession i.e., 16.09.2020 till actual handing over of possession as per the provisions of the Act, 2016 and Rules, 2017.
 - III. Direct the respondent to set aside the said letter dated 27.08.2024 issued by the respondent to the complainant.
 - IV. Direct the respondent to refund the excess amount taken from the complainant under the grab of the previous GST rates along with interest.

- V. Direct the respondent to execute conveyance deed of the unit in favour of the complainant.
- VI. Direct the respondent to provide information pertaining to the construction and approvals of the project as per Section 19 of the Act, 2016.
- 8. 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 by the respondent

- 9. The respondent has contested the complaint on the following grounds.
 - a) That the complainant vide an application form applied to the respondent for allotment of a unit and was allotted a unit bearing no. F-126 in tower F, having carpet area of 613.31 sq. ft. and balcony area of 95.10 sq. ft. vide allotment letter dated 11.01.2016. The complainant represented to the respondent that they should remit every instalment on time as per the payment schedule. The respondent had no reason to suspect the Bonafide of the complainant and proceeded to allot the unit in question in their favor.
 - b) Thereafter, an agreement to sell was executed between the parties in 2016. The agreement was consciously and voluntarily executed between the parties and terms and conditions of the same are binding on the parties.
 - c) That as per clause 4.1 of the agreement, the due date of possession was subject to the allottee having complied with all the terms and conditions of the agreement. That being a contractual relationship, reciprocal promises are bound to be maintained. The respondent endeavored to offer possession within a period of 4 years from the date of obtainment

of all government sanctions and permissions including environment clearance, whichever is later. The possession clause of the agreement is on par with clause 1(iv) of the Affordable Housing Policy, 2013.

- d) That the building plan of the project was approved on 10.03.2015 from DGTC and the environment clearance was received on 16.09.2016. Thus, the proposed due date of possession, as calculated from the date of EC, comes out to be 21.08.2021. The Ld. Authority vide notification no.9/3-2020 dated 26.05.2020 had allowed an extension of 6 months for the completion of the project the due of which expired on or after 25.03.2020, on account of unprecedented conditions due to outbreak of Covid-19. Hence, the proposed due date of possession comes out to be 16.03.2021.
- e) That the offer of possession was also subject to the incidence of force majeure circumstances under clause 16 of the agreement. That additionally, even before normalcy could resume, the world was hit by the Covid-19 pandemic. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020, bearing no. 40-3/2020-DM-I (A) recognized that India was threatened with the spread of the COVID-19 pandemic and ordered a complete lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. By various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana, have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Despite, after above stated obstructions, the nation was yet again hit by

the second wave of the Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention, that considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021 (103 days), each and every activity including the construction activity was banned in the State. It is also to be noted that on the same principle, the Haryana Real Estate Regulatory Authority, Gurugram granted 6 months extension for all ongoing Projects vide Order/Direction dated 26th of May, 2020 on account of 1st wave of COVID-19 Pandemic. The said lockdown was imposed in March 2020 and continued for around three months. As such extension of only six months was granted against three months of lockdown.

- f) That as per license condition, developer are required to complete these projects within a span of 4 years from the date of issuance of environmental clearance since they fall in the category of special time bound project under Section 7B of the Haryana Development and Regulation of Urban Area Act 1975, for a normal Group Housing Project there is no such condition applied hence it is required that 4 years prescribed period for completion of construction of Project shall be hindrance free and if any prohibitory order is passed by competent authority like National Green Tribunal or Hon'ble Supreme Court then the same period shall be excluded from the 4 years period or moratorium shall be given in respect of that period also.
- g) That it is safely concluded that the said delay of **422 days** in the seamless execution of the project was due to genuine force majeure circumstances

and the said period shall not be added while computing the delay. Thus, from the facts indicated above and the documents appended, it is comprehensively established that a period of 422 days was consumed on account of circumstances beyond the power and control of the respondent, owing to the passing of aforesaid Orders by the statutory authorities. All the circumstances stated hereinabove come within the meaning of *force majeure* in terms with the agreement.

- h) That in a similar case where such orders were brought before the Ld. Authority was in Complaint No. 3890 of 2021 titled "Shuchi Sur and Anr. vs. M/s. Venetian LDF Projects LLP" which was decided on 17.05.2022, wherein the Hon'ble Authority was pleased to allow the grace period and hence, the benefit of the above affected 166 days need to be rightly given to the respondent.
- i) That even the UPRERA Authority at Gautam Budh Nagar has provided benefit of 116 days to the developer on account of various orders of NGT and Hon'ble Supreme Court directing ban on construction activities in Delhi and NCR, 10 days for the period 01.11.2018 to 10.11.2018, 4 days for 26.10.2019 to 30.10.2019, 5 days for the period 04.11.2019 to 08.11.2019 and 102 days for the period 04.17.2019 to 74.02.2020. The Authority was also pleased to consider and provided benefit of 6 months to the developer on account of the effect of COVID also.
- j) That the Hon'ble UP REAT at Lucknow while deciding appeal No. 541 of 2011 in the matter of Arun Chauhan Versus Gaur sons Hi- Tech Infrastructure Pvt Ltd vide order dated 02.11.2021 has also granted the extension of 116 days to the promoter on account of delay in completion of construction on account of restriction/ban imposed by the

Environment Pollution (Prevention & Control) Authority as well vide order of Hon'ble Supreme Court Dated 14.11.2019.

- k) That Karnataka RERA vide notification No. K-RERA/Secy/04/2019-20 and No. RERA/SEC/CR-04/2019-20 has also granted 9 months extension in lieu of Covid-19 pandemic. Moreover, this Ld. Authority had in similar matters of the had allowed the benefit of covid grace period of 6 months in a no. of cases.
- l) That despite there being several defaulters in the project, the respondent had to infuse funds into the project and have diligently developed the project in question. Despite the default caused, the respondent got sanctioned loan from SWAMIH fund of Rs. 44.30 Crores to complete the project and has already invested Rs. 35 Crores from the said loan amount towards the project. The respondent has already received the FIRE NOC, LIFT NOC, the sanction letter for water connection and electrical inspection report.
- m) That the respondent has applied for occupation certificate on 08.12.2023. Once an application for grant of occupation certificate is submitted for approval in the office of the statutory authority concerned, respondent ceases to have any control over the same. The grant of sanction of the occupation certificate is the prerogative of the concerned statutory authority over which the respondent cannot exercise any influence. Therefore, the time utilized by the statutory authority to grant occupation certificate to the respondent is required to be excluded from computation of the time utilized for implementation and development of the project.

- n) That the complainant has been allotted unit under the Affordable Housing Policy, 2013 which under clause 5(iii)(b), clearly stipulated the payment of consideration of the unit in six equal installments. The complainant is liable to make the payment of the instalments as per the government policy under which the unit is allotted. At the time of application, the complainant was aware of the duty to make timely payment of the installments. Not only as per the Policy, but the complainant was also under the obligation to make timely payment of installments as agreed as per clause of the BBA.
- o) That the complainant has failed to make any payment of installment at "within 36 months from the due date of Allotment" along with partial payment towards previous instalments. The complainant cannot rightly contend under the law that the alleged period of delay continued even after the non-payment and delay in making the payments. The non-payment by the complainant affected the construction of the project and funds of the respondent. That due to default of the complainant, the respondent had to take loan to complete the project and is bearing the interest on such amount. The respondent reserves the right to claim damages before the appropriate forum.
- p) That it is the obligation of the complainant under the Affordable Housing Policy, 2013 (as on the date of Allotment) and the Act to make timely payments for the unit. In case of default by the complainant the unit is liable to be cancelled as per the terms of Affordable Housing Policy, 2013.
- q) That the complainant, despite the issuance of the both above mentioned final reminders, the complainant intentionally and willfully evaded the matter, and chose not to clear his outstanding dues as requested by the

respondent. Thereafter, the respondent after giving sufficient opportunity to the complainant to clear the outstanding dues, proceeded further as per the terms and conditions of the Affordable Housing Policy, 2013 and published the complainant's details in the local newspaper dated 16.10.2025 and again requested him to clear the outstanding dues in 15 days from the date of the said publication else, the allotment will be cancelled purely as per the said policy.

- r) That the respondent sent another letter dated 03.12.2024, after allowing clearing the outstanding via above mentioned publication dated 16.10.2024 showing the generosity to the complainant and asked him to clear the outstanding dues, failing which the respondent will finally enlist his allotment in the list of defaulters and the allotment shall be cancelled as per the terms and conditions of the Affordable Housing Policy, 2013.
- s) That the respondent has duly received FIRE NOC from the competent authority on 22.12.2023. The respondent has duly complied with the statutory requisites, the project is nearly completed and the OC has already been applied, there is no unwarranted delay in completion of the project.
- t) That the respondent has duly received its OC on 31.12.024. Since, the OC has been received, the complainant is legally bound to settle the OC has been received, the complainant is legally bound to settle all outstanding payments and come forward to take possession of the unit, subject to clearing outstanding dues, following the offer of possession of the unit.
- u) That the stand of the allottees is contradictory with respect to the due date of possession in two different competent authorities, i.e., before Authority, they are claiming interest on delayed possession from

September 2020, whereas before the Ld. NCLT admitted the due date of possession as 31.03.2023. Hence, there is a huge discrepancy in the admitted due date of possession and therefore, the due date of possession in the present case, which is alleged as 16.09.2020 is false and wrong.

- v) That due to non-payment of the outstanding dues by the complainant even after issuance of various reminder and demand letters by the respondent, the respondent had no other choice but to cancel the unit allotted to the complainant as per the provisions of the BBA. The unit allotted has been cancelled on 21.04.2024 and same was conveyed to the complainant vide e-mail letter dated 22.04.2024, informing the complainant to collect the refund payment as per provisions of the BBA.
- w) That this Hon'ble Authority has adjudicated similar issues of termination/cancellation and has upheld the same noting the default on part of the Complainant. The respondent cancelled the unit of the complainant with adequate notices. Thus, the cancellation is valid.
- x) That without prejudice, assuming though not admitting, relief of delayed possession charges, if any, cannot be paid without adjustment of outstanding instalment from due date of instalment along with interest @15% p.a.
- y) That, moreover, without accepting the contents of the complaint in any manner whatsoever, and without prejudice to the rights of the respondent, the unit of complainant can be retained only after payment of interest on delayed payments from the due date of instalment till the date of realization of amount. Further delayed interest if any must be calculated only on the amounts deposited by the complainant towards the sales consideration of the unit in question and not on any amount

credited by the respondent, or any payment made by the complainant towards delayed payment charges or any taxes/statutory payments, etc.

- z) That in light of the bona fide conduct of the respondent and no delay for development of project as the respondent was severely affected by the force majeure circumstances and no cause of action to file the present complaint this complaint is bound be dismissed in favour of the respondent.

10. 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

11. 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

12. 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 purposes with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has a complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

13. 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.

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

F. Findings on the objections raised by the respondent.**F.I Objection regarding delay due to force majeure circumstances.**

15. It is contended on behalf of respondent that due to various circumstances beyond its control, it could not speed up the construction of the project, resulting in delays such as various orders passed by NGT and Hon'ble Supreme Court, lockdown due to outbreak of Covid-19 pandemic.

16. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:

"All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the 'date of commencement of project' for the purpose

of this policy. The licenses shall not be renewed beyond the said 4-year period from the date of commencement of project"

17. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by them. The Authority notes that the construction ban cited by the respondent, was of a short duration and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Similarly, the various orders passed by other Authorities cannot be taken as an excuse for delay as it is a well-settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant

G.I Direct the respondent to pay interest for every month of delay at prevailing rate of interest from the due date of possession i.e., 16.09.2020 till actual handing over of the possession as per the provisions of the Act, 2016 and Rules, 2017.

G.II Direct the respondent to set aside the said letter dated 27.08.2024 issued by the respondent to the complainant.

18. The factual matrix of the case reveals that the complainant was allotted unit no. F-126, Tower-F admeasuring carpet area of 613.31 sq. ft. and a balcony area of 95.10 sq. ft., in the respondent's project at basic sale price of ₹25,00,790/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties in 2016. The possession of the unit was to be offered by 16.03.2021 as delineated hereinbelow. The complainant paid a sum of ₹22,76,731/- towards the subject unit.

19. The complainant is seeking a direction to set-aside the letter dated 27.08.2024 issued by the respondent as "final reminder". A final reminder letter dated 27.08.2024 was being sent to the complainant wherein it was specified that the complainant were requested to pay the total outstanding

amount of Rs. 10,53,279/- at the earliest. Thereafter, the respondent made a publication in the newspaper "AAJ SAMAJ" on 16.10.2024 as required under Affordable Group Housing Policy, 2013. The said publication also stated that failure to make payment within the stipulated period would lead to automatic cancellation of the allotment, without any further notice or communication by the respondent. Thereafter a letter dated 03.12.2024 was sent by the respondent giving a last opportunity to the complainant to clear the outstanding dues latest by 12.12.2024 if failed then the unit of complainant is enlist as cancelled and re-allocate the same to other client.

20. The foremost question which arises before the authority for the purpose of adjudication is that "whether the said publication would tantamount to a valid cancellation in the eyes of law or not?"
21. Clause 5(iii) (i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below:-

*"If any successful applicant fails to deposit the instalments within the time period as prescribed in the allotment letter issued by the colonizer, a **reminder** may be issued to him for depositing the due instalments within a **period of 15 days** from the date of issue of such notice. If the allottee still defaults in making the payment, the **list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State** for payment of due amount **within 15 days** from the date of publication of such notice, **failing which allotment may be cancelled**. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list."*

22. The Authority observes that the respondent issued "Final Reminder Letter" dated 27.08.2024, directing the complainant to clear the outstanding dues amounting to ₹10,53,279/-. It is pertinent to mention here that the complainant had already paid an amount of ₹22,76,731/- (i.e., 91.10%) against the total consideration of ₹25,00,790/- to the respondent by

06.05.2024. Perusal of case file reveals that the demand raised by the respondent via letter dated 27.08.2024 was towards the payment of last instalment accompanied with interest on delay payments. Therefore, the rate of interest chargeable from the allottee by the promoter, in case of default, if any 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 allottee, in case of default i.e., the delayed possession charges as per Section 2(z) of the Act. Also, the respondent is obligated to raise last demand only in accordance with the builder buyer agreement and as per Affordable Housing Policy, 2013 and shall not charge anything from the complainant which is not the part of the builder buyer agreement and under the Affordable Housing Policy, 2013.

23. Further, the Authority takes serious note of the conduct of the respondent in wilfully violating the directions issued to it vide order dated 23.04.2024 in M.A. No. 233/2024 in CR/1244/2022 titled *"Sixty-Three Golf Drive Flat Buyers Association vs. Sunrays Heights Private Ltd."*, wherein a clear directive was issued restraining the respondent from cancelling the allotment of any unit in cases where more than 85% of the sale consideration had already been paid by the allottee, and without adhering to the due process stipulated under the Affordable Housing Policy.
24. The Authority further notes that the complainant has paid approximately 91.10% of the sale consideration, and the respondent was required to hand over the project by 16.09.2020 under the Affordable Housing Policy, 2013, excluding the COVID-19 grace period. Even with a six-month grace period in lieu of Covid-19 pandemic, the possession was to be handed over by 16.03.2021, however, the respondent has failed to complete the project.

Thereafter, the respondent has obtained the occupation certificate from the competent authority on 31.12.2024. The interest accrued during the delay period significantly reduces the amount payable by the complainant. Upon adjustment of this interest, the respondent would, in fact, be liable to pay the complainant. Despite this, the respondent chose to cancel the unit through publication on grounds of non-payment, while neglecting its own obligations. Such actions by the respondent displays bad faith, as it failed to adjust the delay period interest.

25. Additionally, as per Clause 9.2 of the Agreement for Sale, annexed as Annexure A to the Rules, 2017, the allottee has the right to stop making further payments if the promoter defaults on its obligations. The relevant portion is reproduced below:

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(ii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or...

(Emphasis Supplied)

26. In the present case, the respondent-promoter was obligated to complete the construction by 16.03.2021, including a six-month extension due to the Covid-19 pandemic. However, the respondent-promoter failed to complete the project within this timeline. Thus, in accordance with Clause 9.2, the allottee was fully justified in stopping further payments.

27. Considering the above findings, the cancellation of the allotment is deemed invalid and is hereby quashed as issued in bad faith. Thus, the respondent is directed to reinstate the unit allotted to the complainant.

28. Herein, the complainant intends to continue with the project and is seeking delay possession charges at a prescribed rate of interest on the amount already paid by him as provided under the proviso to Section 18(1) of the Act, which reads as under:-

"Section 18: - Return of amount and compensation

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

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

29. **Due date of handing over possession:** As per clause 4.1 of the BBA executed inter se parties, the respondent proposed to handover possession of the subject unit ***within a period of four years i.e. 48 months from the date of commencement of project.*** It is pertinent to mention here that the project was to be developed under the Affordable Housing Policy, 2013. However, the respondent has chosen to disregard the policy provision. Clause 1(iv) of the Affordable Housing Policy, 2013 deals with the date of possession of the unit and completion of the project. The relevant clause is reproduced as under:

"1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project."

(Emphasis supplied)

30. In the present case, the date of approval of building plans is 10.03.2015, and the date of environment clearance is 16.09.2016. The due date of handing

over of possession is reckoned from the date of environment clearance being later. Therefore, the due date of handing over of possession comes out to be 16.09.2020. Further as per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having a completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 16.09.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to the outbreak of Covid-19. As such the due date for handing over of possession comes out to be **16.03.2021**.

31. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges till the date of delivery of possession to the complainant. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, *ibid*. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(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."

32. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid*, has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.
33. 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 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
34. The definition of term 'interest' as defined under Section 2(z) 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:
- "(z) "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;"*
35. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10 % by the respondent which is the same as is being granted to them in case of delayed possession charges.

36. On consideration of the documents available on record and submissions made 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.
37. It is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at the prescribed rate of interest i.e., @ 11.10% p.a. w.e.f. 16.03.2021 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.III Direct the respondent to handover actual physical possession of the booked unit.

G.IV Direct the respondent to execute conveyance deed of the unit in favour of the complainant.

38. In the present complaint, the grievance of the complainant is that the physical possession has not been handed over by the respondent to the complainant.
39. The authority observes that the respondent-promoter has obtained Occupation Certificate of the said project from the competent authority on 31.12.2024. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject unit to the complainant complete in all respect as per specifications mentioned in BBA and thereafter, the complainant-allottee is obligated to take the

possession within 2 months as per provisions of Section 19(10) of the Act, 2016.

40. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

41. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the Occupation Certificate/Completion Certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

H. Directions of the authority


42. 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 cancellation is hereby set aside being bad in the eyes of law. The respondent is directed to reinstate the subject unit. Further, the

respondent is directed to pay interest on the amount paid by the complainant at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 16.03.2021 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier.

- II. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules, *ibid*.
- III. 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 allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- IV. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainants are directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- V. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the occupation certificate in respect of the project has already been obtained by it from the competent authority.

- VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.
- VII. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement and the provisions of the Affordable Housing Policy, 2013.
43. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
44. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
45. Files be consigned to the registry.


(Ashok Sangwan)
Member
(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.07.2025