

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

Complaint no. : 4221 of 2024
Date of filing of : 02.09.2024
complaint:
Date of decision : 12.08.2025

Ritesh Kumar Jha
R/o: F-222, Flat no. 310, Ramsingh Marg, Aya
Nagar, South Delhi-110047.

Complainant**Versus**

M/s Millennium Diplomats Private Limited.
Regd. Address: 1004 H-I, JMD Megapolis, Sector-
48, Sohna Road, Gurugram, Haryana.

Respondent

CORAM:	
Shri Arun Kumar	Chairman
Shri Ashok Sangwan	Member
APPEARANCE:	
Sh. Om Prakash Singh	Advocate for the complainant
Sh. Shankar Wig	Advocate for the respondent

ORDER

1. The present complaint dated 02.09.2024 has been filed by the complainants/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 allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details

- 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:

S. No.	Particulars	Details
1.	Name of the project	"Diplomats Golf Link, Village- Sarai Alwardi, Sector- 110, Gurugram.
2.	Project area	10.25 acres
3.	Nature of the project	Affordable Group Housing
4.	DTCP license no. and validity status	100 of 2019 dated 05.09.2019 valid till 04.09.2024
5.	Name of licensee	Millennium Diplomates Private Limited
6.	RERA Registered/ not registered	Registered vide no. 33 of 2021 dated 10.08.2021 valid up to 04.09.2024
7.	Unit no.	906, 9 th Floor, & Tower-T5 (As per page no. 34 of the complaint)
8.	Area admeasuring	529.16 sq. ft. (Carpet area) and 100 sq. ft. (Balcony Area) (As per page no. 34 of the complaint)
9.	Intimation of allotment letter	20.08.2022 (As per page no. 27 of the complaint)
10.	Date of execution of agreement for sale	30.08.2022 (As per page no. 31 of the complaint)
11.	Possession clause	7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL 7.1 Schedule for possession of the said Apartment for Residential: The promoter agrees and understands that timely delivery of possession of the Apartment for Residential along with 1 two wheeler parking to the Allottee(s) and the common areas to the Association of Allottee(s) or the

		<i>competent Authority, as the case may be, as provided under the Act and Rules 2(1)(f) of the Rules, 2017, is the essence of the Agreement.....</i> (As per page no. 38 of the complaint)
12.	Due date of possession	04.09.2024 [As mentioned in the RERA registration]
13.	Payment Plan	Construction linked plan
14.	Total sale consideration	Rs.23,22,472/- (As per page no. 34 of the complaint)
15.	Amount paid by the complainants	Rs.6,86,426/- (As per receipt's information on page no. 53-56 of the complaint)
16.	Occupation certificate /Completion certificate	Not obtained
17.	Offer of possession	Not offered
18.	Demand letter by email	10.01.2023,18.08.2023, 13.01.2024, 23.04.2024 and 20.06.2024 (As per page no. 64 of the complaint)
19.	Reminder letters	19.03.2024, 12.04.2024, 06.06.2024, 29.06.2024 & 10.07.2024 (As per page no. 11-13& 15-16 of the reply)
20.	Email of final opportunity letter	10.07.2024 (As per page no. 64 of the complaint)
21.	Newspaper publication	13.07.2024 (As per page no. 18 of the reply)
22.	Email of cancellation of unit	19.07.2024 (As per page no. 64 of the complaint)
23.	Amount refunded to the complainant on 13.08.2024	Rs.5,67,486/- (As per page no. 66 of the complaint)

B. Facts of the complaint

- The complainant has made the following submissions in the complaint: -

3. That the complainant approached to the respondent for booking of a flat in affordable Group Housing Project "**DIPLOMATS GOLF LINK**", Sector- 110, Gurugram, Haryana and paid booking amount Rs 111124 /- through online instrument no. 12281025866 ,dated 16.10.2022.
4. That the complainant was allotted the flat no. 906, 2BHK-Type-II in Tower-5, admeasuring 529.16 Sq.ft. in "**DIPLOMATS GOLF LINK**", Sector- 110, Gurugram, Haryana through 2nd draw allotment and intimation of allotment letter through email dated 20.08.2022.
5. That the respondent to dupe the complainant in their nefarious net even executed Agreement for sale signed Between Mr. **Ritesh Kumar Jha (Complainant)** and **M/s Millenium Diplomats Pvt. Ltd** on dated 01.09.2022, Just to create a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainant.
6. That the total cost of the said Flat is Rs **2322472/-** and sum of Rs. **686446 /-** have already been paid by the complainant in time bound manner.
7. That it is pertinent mentioned here that according to the payment proof the complainant paid a sum of Rs **6,86,446 /-** to the respondent and as per demand raised by respondent and paid amount is demanded by the respondent without doing appropriate work on the said project so after extracting amount which is illegal and arbitrary.
8. That respondent was liable to hand over the possession of a said unit before 04.09.2024 so far from completion as per Agreement For Sale clause no 5 but builder has not even started any construction work till date and the project is incomplete and not getting the occupation certificate till date.

9. That the complainant wrote the email regarding an update for the progress status of tower-5 but the respondent did not provide any satisfactory response to the query. Tower 5 of the project is desolated, abandoned, yet not started.
10. That the complainant again wrote an email on 21.08.2023 in reply to the demand email dated 18.08.2023 that "this is construction link plan and as discussed with Jyoti Sharma (CRM Department) she told us that we don't need to pay interest and payment till tower 5 work will start" and again send reminder email. However, the respondent did not provide any satisfactory response to the query.
11. That the complainant again wrote the several emails regarding outstanding due, demand and construction status of Tower 5 but respondent still did not provide proper responses to these emails.
12. That the complainant paid the amount of Rs 100000 to the respondent after discussion with the CRM department of the respondent. The complainant was informed that he only needed to pay Rs 100000 and further demands would be only raised after the construction work of Tower 5 work is started.
13. That the complainant was shocked & surprised when the respondent sent an email regarding cancellation of unit without any reminder or communication of any payment demands. Upon reviewing the particulars of correspondence timeline shared by the respondent, it is clear that it is completely incorrect and does not make any logical sense. For example, Serial No. 8 refers to casting of 25 slabs, Serial No. 15 refers to casting of 100 slabs, and serial no. 18 refers to casting of 125 slabs. The entire Tower 5 contains only 16 floors.
14. That the cancellation of the unit is completely illegal since there was no intimation of cancellation was sent by the respondent. Further, the communications email claims by the respondent are completely made up and false.

15. That the respondent is himself admitting that the "Final Opportunity Letter" was sent on 10.07.2024 and on 19.07.2024, within 8 days, the respondent cancelled the unit. There has been no construction work done for Tower 5 till date and still the respondent is demanding for payment without even specifying the construction status.
16. The respondent was in such a haste to cancel the unit that he himself deposited the refund cheque (amount: Rs. 567846/-) in the Complainant's account. This is a clear case of malafide intention on the Respondent's part and appears to be an ill intended action. There was no notice of cancellation given in any regional/national newspaper regarding the cancellation and is a grave violation of the Affordable Housing Policy, 2013.
17. The complainant after losing all the hope from the respondent company, having their dreams shattered of owning a residential apartment & having basic necessary facilities in the vicinity of the project and also losing considerable amount, are constrained to approach the Authority for redressal of their grievance.

C. Relief sought by the complainant: -

18. The complainant has sought following relief(s):
- I. Direct the respondent to pay delay interest along with prescribed rate of interest.
 - II. Authority to pass an order regarding site inspection for the project because no construction work for Tower 5 is started till now, even after 3 years from project launch (2021).
 - III. Direct the responded not to cancel the allotment on account of non-payment of overdue outstanding until project is completed in all respect

as agreed in the Agreement For Sale (AFS) and peaceful possession is offered to the complainant.

- IV. Direct the respondent to immediately start the construction work for Tower-5 and deliver the physical possession of the Unit 906, Tower-5 in a habitable condition as soon as possible along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.
- V. Direct the respondent to provide the latest statement of account and instruct them to not raise any further payment demands from the complainant till the construction work is completed for Tower 5.

19. 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

20. The respondent has contested the complaint on the following grounds.

- I. That the present complaint was filed by the complainant pertaining to the cancellation of the **Flat No.- 906, 2 BHK, Type II in Tower-5**, admeasuring 529.16 sq.ft. in the Respondent Company's residential project "**Diplomats Golf Link**" (hereinafter "Project") situated at Sector-110, Gurugram, Haryana booked by the complainant. That the said Project launched by the respondent was a project under the Affordable Housing Policy Scheme aimed at providing quality housing to eligible allottees.
- II. That the complainant applied for a unit in the respondent's project on 16.10.2022 and was allotted the same through a fair and transparent draw of lots conducted on 20.08.2022. Subsequently, a Builder Buyer Agreement (BBA) was executed between the parties on 01.09.2022 for a total sale

consideration of Rs. 23,22,472/-. The complainant has paid a total sum of Rs. 6,86,446/- but has defaulted in making further payments amounting to Rs. 7,74,804/-. It is submitted that the amount paid constitutes only approximately 30% of the total sale consideration.

- III. That it is critical to note that the complainant has **failed to make timely installment/payments as per the agreed schedule**. This non-compliance resulted in a breach of contract, leaving the Respondent with no option but to cancel the allotment under clause 5 of the Affordable Housing Policy, 2013.
- IV. That several reminders were issued to the complainant for the payment of outstanding dues. Various opportunities were given to the complainant to clear his dues starting from 2023.
- V. That the respondent acted strictly in accordance with the applicable provisions by cancelling the complainant's allotment only after providing multiple opportunities to make the pending payments and issuing due notices. A formal cancellation notice was also published in a widely circulated newspaper on 13.07.2024
- VI. That despite repeated reminders starting in the year 2023, when no payment was made, the respondent proceeded to cancel the unit. an email was sent to the complainant on 31.07.2024, informing him that the allotment stood cancelled due to non-payment despite multiple reminders and requesting him to collect the refund cheque dated 09.08.2024.
- VII. That the refund amount, after making all lawful and necessary deductions in accordance with the terms of the builder buyer agreement, has been duly transferred to the complainant via RTGS. The details of the refund transaction have already been placed on record along with the reply filed by the respondent.

- VIII. That the respondent has acted in good faith and in strict compliance with the contractual and legal framework. The cancellation of the unit was necessitated solely due to the complainant's failure to discharge his payment obligations, despite being granted ample opportunity and notice.
- IX. That the complainant's allegations are baseless and devoid of legal merit. The cancellation of the allotment was carried out strictly in accordance with the terms of the builder buyer agreement (BBA), with the complainant's failure to make the requisite payments being the sole and direct cause for such action. The complainant's contention that delays in construction progress of tower 5 justify his default is wholly misconceived. It is a well-settled legal principle that an allottee cannot withhold payment on the pretext of ongoing construction, particularly when the developer is acting in good faith and the payment schedule — as agreed in the BBA — is not solely construction-linked but also linked to time-based milestones. In such a case, timely payment is a contractual obligation irrespective of construction stage, and the complainant was well aware of this at the time of execution.
- X. That the demands raised by the respondent are valid, justified, and strictly in accordance with the provisions of the applicable Affordable Housing Policy and as per the agreed payment structure mentioned in the BBA executed with the complainant.
- XI. The payment structure, including installment timelines, due dates, and consequences of default, were transparently communicated to the complainant at the time of allotment. These terms were mutually agreed upon and form an integral part of the binding contractual relationship between the parties. At all times, the Respondent has scrupulously adhered to the provisions of the said Policy and the Allotment Agreement. The demand notices issued were neither arbitrary nor excessive but were necessitated by

the Complainant's persistent failure to fulfill his financial obligations within the stipulated timelines.

- XII. That it is relevant to mention that out of 11 towers, 9 towers are at the final stage of completion. The construction of Tower 1 & 5 (where the unit of the complainant was located) were not carried initially because of the strategic and systematic development of the project because of positioning of these towers in the project layout. These two towers were located in the area that served as the primary corridor for the transportation of construction materials, heavy equipment, and labour access for the other towers. Initiating construction in these two towers earlier would have impeded logistical movement, causing substantial obstruction and delays in the execution of the overall project.
- XIII. That the respondent's approach to sequencing construction activities was both practical and necessary to ensure timely and efficient delivery of the majority of the project.
- XIV. That affordable housing projects operate on stringent financial models that rely on timely payments from allottees to ensure that construction schedules, procurement, and contractual obligations to vendors and workers are met without interruption. The complainant's persistent defaults in making timely payments undermined this structure and created avoidable financial strain on the respondent. That the repeated delays in payment by the complainant significantly disrupted the financial planning and cash flow required for the seamless and timely execution of the housing project.
- XV. That despite this, the Respondent exercised considerable patience and restraint, choosing not to initiate cancellation immediately. Multiple reminders and opportunities were provided to the complainant to fulfill their obligations. The respondent only proceeded with cancellation when it became

clear that the complainant had no intention of remedying the continued default, thereby making the continuation of the allotment commercially and contractually untenable.

XVI. The obligations of the complainant were clearly defined under the allotment letter and the Affordable Housing Policy, including strict adherence to the payment schedule. The respondent has at all times acted in good faith, in accordance with law, and in strict compliance with the governing contractual framework. The complainant's dissatisfaction appears to be a misplaced attempt to shift responsibility for their own contractual breaches onto the respondent.

21. All other averments made in the complaint were denied in toto.

22. 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

23. 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

24. 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

25. 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.

26. 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 complainant

- I. Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.
- II. Authority to pass an order regarding site inspection for the project because no construction work for Tower 5 is started till now, even after 3 years from project launch (2021)
- III. Direct the responded not to cancel the allotment on account of non-payment of overdue outstanding until project is completed in all respect as agreed in the Agreement For Sale (AFS) and peaceful possession is offered to the complainant

27. The above mentioned reliefs no. F.I , F.II & F .III as sought by the complainant is being taken together and these reliefs are interconnected.
28. The complainant was allotted Flat No. 906, a 2BHK-Type-II unit in Tower-5, with an area of 529.16 sq. ft., in the 'Diplomats Golf Link', Sector-10, Gurugram, through the second draw allotment. The intimation of the allotment was sent via email on 20.08.2022. The builder buyer agreement was executed on 01.09.2022 between the complainant and the respondent for a total sale consideration of Rs. 23,22,472/-, against which the complainant paid Rs. 6,86,426/-.
29. The complainant states that despite paying Rs. 6,86,426/- (i.e., 29.55% of the total sale consideration), no construction work has been started for Tower-5, where the complainant's unit is located. When the complainant inquired about the construction status and the expected timeline for the work to begin, the respondent cancelled the allotment and refunded the amount hastily, instead of providing any clear response. The complainant further states that the respondent made a newspaper publication on 13.07.2024, and finally terminated the unit on 19.07.2024, i.e., 6 days after the newspaper publication, without adhering to the mandatory 15 day period to make outstanding payments, as per the Affordable Housing Policy, 2013.
30. On the other hand, the respondent states that several reminder letters were sent to the complainant, requesting payment of pending installments, as construction at the project site was in full swing and the project was intended to be completed within the stipulated timelines. The respondent further states that the complainant failed to make payments as per the agreed schedule, which led to a breach of contract and left the respondent with no choice but to cancel the allotment under Clause 5 of the Affordable Housing Policy.

31. It is also important to note that, as per the proceedings dated 22.05.2025, Shri Sumeet Nain, Planning Coordinator, was appointed to visit the site and inspect the complainant's unit. According to the site visit report dated 11.07.2025, the physical status of the complainant's unit was inspected on 08.07.2025. The report mentions that the complainant's unit is located on the ninth floor of Tower-5, where the promoter has completed the structural work up to the first floor. Additionally, shuttering and steel binding work for the second floor has begun. However, as of the inspection, the complainant's unit on the ninth floor remains unbuilt, as the construction of Tower-5 has only reached the first floor.
32. After consideration of all the facts and circumstances, the Authority is of view that the respondent did not adhere to the procedural requirements set forth in the Affordable Housing Policy, 2013. Specifically, the respondent terminated the complainant's allotment on 19.07.2024, just 6 days after publishing a newspaper notice on 13.07.2024. However, the Affordable Housing Policy mandates that the respondent must allow a 15 day period for the complainant to make the outstanding payments before proceeding with any termination. By failing to observe this deadline, the respondent violated the prescribed procedure. Furthermore, the site visit report conducted on 08.07.2025 indicates that the physical status of the complainant's unit remains "nil," as construction on Tower-5 has only reached the first floor, while the complainant's unit is located on the ninth floor. This emphasises the complainant's claim that no construction work had been initiated for his unit at the time of the allotment termination. Therefore, the cancellation of the complainant's allotment by the respondent is not valid in the eyes of law. Therefore, the Authority has directed that the respondent restore the complainant's unit to its original position, ensuring that the complainant's

rights are upheld in accordance with the Affordable Housing Policy. Further, the complainant is also directed to make the payment as per the payment plan.

33. In the present complaint, 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. Sec. 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)

34. Clause 7.1 of the agreement for sale dated 01.09.2022 provides for handing over of possession and is reproduced below:

"Schedule for possession of the said Apartment for Residential: The promoter agrees and understands that timely delivery of possession of the Apartment for Residential along with 1 two wheeler parking to the Allottee(s) and the common areas to the Association of Allottee(s) or the competent Authority, as the case may be, as provided under the Act and Rules 2(1)(f) of the Rules, 2017, is the essence of the Agreement..."

35. **Due date of handing over possession:** In the present case, the promoter has proposed to hand over the possession of the subject unit on 04.09.2024 as mentioned in the RERA registration.

36. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. 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.

37. 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.

38. 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., 12.08.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

39. 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—

(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;"*

40. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which

is the same as is being granted to the complainants in case of delayed possession charges.

41. 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 7.1 of the agreement for sale executed between the parties on 01.09.2022, the possession of the subject unit was to be delivered by 04.09.2024. It is important to note that till date respondent-promoter has not obtained occupation certificate from the competent Authority. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 01.09.2022 to hand over the possession within the stipulated period.
42. 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 complainant 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., 04.09.2024 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
43. 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 @11.10% p.a. w.e.f. 04.09.2024 till offer of possession plus 2 months or actual handing over of possession after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

G.IV Direct the respondent to immediately start the construction work for Tower-5 and deliver the physical possession of the unit 906, Tower-5 in a habitable condition as soon as possible along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.

44. The respondent-promoter is directed to handover the possession of the subject unit along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining occupation certificate from the competent Authority.

G.V Direct the respondent to provide the latest statement of account and instruct them to not raise any further payment demands from the complainant till the construction work is completed for Tower 5.

45. The respondent is directed to issue a revised account statement after adjustment of delay possession charges and thereafter the complainant is directed to pay outstanding dues, if any.

H. Directions of the authority.

46. 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-promoter is directed to restore the subject unit in its original position.
- ii. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 04.09.2024 till offer of possession plus 2 months or actual handing over of possession after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier.
- iii. The arrears of such interest accrued from 04.09.2024 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules
- iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- vi. The respondent is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

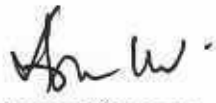
- vii. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement and the provisions of the Affordable Housing Policy, 2013.

47. The complaints stand disposed of.

48. Files be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.08.2025

HARERA
GURUGRAM