

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

**Date of decision: 01.07.2025**

NAME OF THE BUILDER		M/s MANISH BUIDWELL PRIVATE LIMITED	
PROJECT NAME		"Manish Galaxy 91"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2152/2022	Sumit Dudha and Mrs. Pooja Walia V/S M/s Manish Buildwell Private limited.	Vijay Pal Chauhan Advocate (complainant) and Shri Sushil Kaushik, Karan S. Negi and Samir Bhalotra Advocates (respondent)
2.	CR/2153/2022	Manish Gupta V/S M/s Manish Buildwell Private limited..	Vijay Pal Chauhan Advocate (complainant) and Shri Sushil Kaushik, Karan S. Negi and Samir Bhalotra Advocates (respondent)

**CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairman  
Member**

**ORDER**

- The above complaints have been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Manish Galaxy91" situated at Sector-91, Gurugram being developed by the respondent/promoter i.e., M/s Manish Buildwell Private limited. The issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Complain t No., Case Title, and Date of filing of complain t	Reply statu s	Unit No.	Date of execut ion of agree ment for sale	Due date of possess ion, offer of possess ion	Total Considerati on / Total Amount paid by the complainan ts (In Rs.)	Relief Sought
1.	CR/2152/2022  Sumit Dudha and Pooja Walia Vs. Manish Buildwell Private Ltd .  Date of Filing of complaint - 10.05.2022	Reply receiv ed on 04.10.2023	G-036  <b>Area:</b> 586 sq.ft.  <b>Date of allot ment :</b> 15.09.2016	22.10.2016  (page no. 21 of compla int)	30.06.2021  (includi ng grace period)	TSC: - Rs. 50,28,640/- [ page no. 30 of complaint ]  AP: - Rs. 11,80,361/- till 24.07.2019.  (page 2 of the reply)	1. Furnish the dimension of the commercial unit along with the site map of the commercial unit if the complainant. 2. Withdraw the demand raised by the respondent in its letter dated 24.02.2022 and 10.03.2022. 3. Direct the respondent to pay delay possession

							charge alongwith prescribed rate of interest.
2.	CR/215/2 022  Manish Gupta Vs. Manish Buildwell Private Ltd .  Date of Filing of complaint - 10.05.202 2	Reply receiv ed on  04.10. 2023	G-035  <b>Area:</b> 586 sq.ft.   <b>Date of allot ment :</b> 04.10. 2016	03.11.2 016  (page no. 17 of compla int)	30.06.20 21  (includi ng grace period)	TSC: - Rs. 50,28,640/- (page no. 26 of complaint)  AP: - Rs. 11,98,303/- till 24.07.2019 (as pe page no. 2 of reply)	1. Furnish the dimension of the commercial unit along with the site map of the commercial unit if the complainant. 2. Withdraw the demand raised by the respondent in its letter dated 05.03.2022. 3. Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.

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

**Abbreviation Full form**

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure

compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. Out of the above-mentioned cases, the particulars of case **CR/2152/2022 titled as Sumit Dudha and Pooja Walia Vs. Manish Buildwell Private Ltd.** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

**A. Project and unit related details**

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

**CR/2152/2022 titled as Sumit Dudha and Pooja Walia Vs. Manish Buildwell Private Ltd.**

S. N.	Particulars	Details
1.	Name of the project	"Manish Galexie91", Sector - 91, Gurugram
2.	Project area	3.725 acres
3.	Nature of the project	Commercial complex
4.	DTCP license no. and validity status	28 of 2009 dated 24.06.2009
6.	RERA Registered/ not registered	registered 382 OF 2017 DATED 12.12.2017
7.	Unit no.	G-036 (page no. 24 of the complaint)
8.	Unit area admeasuring	586 sq. ft. (page 24 of complaint)



10	Date of allotment	15.09.2016 (page 14 of complaint)
11.	Date of execution of buyer agreement	22.10.2016 (page no. 21 of complaint)
12.	Possession clause	<b>15.1 Possession</b> <i>The Company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Commercial Unit by <b>December 2020</b> ("Commitment Period"). Should the possession of the Commercial Unit not be given within the Commitment Period, the Allottee agrees to an extension of One Hundred and. Eighty (180) days ("Grace Period") after expiry of the Commitment Period) In case o Failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable.....</i>
13.	Due date of possession	June 2021 (including grace period)
14.	Total sale consideration	Rs. 50,28,640/- (page no. 30 of complaint)
15.	Amount paid by the complainants	Rs. 11,80,361/- till 24.07.2019 (as pe page no. 2 of reply)
16.	Occupation certificate	Not obtained
17	Pre-termination letter	10.04.2023

## B. Facts of the complaint

8. The complainants have made the following submissions: -

- I. That the respondent approached the complainants in august, 2016 and emphasized the Complainants to buy a retail commercial unit in its project namely "Manish Gallexie91" at revenue estate village mewaka, sector-91, manesar urban complex, Gurugram, Haryana.
- II. That the complainants vide provisional application dated 15.09.2016 applied for allotment of commercial unit in the project and made a payment of Rs.7,00,000/- in favour of the respondent for allotment of one commercial unit.
- III. That the respondent issued allotment letter dated 15.09.2016 in favour of the complainants. Thereafter, the respondent issued receipt of Rs.7,00,000/- for the payment received by the complainant.
- IV. The respondent vide its letter dated 17.10.2016 after negotiating with the complainants agreed to pay 12% p.a on early payment rebate on the excess payment of Rs.2,40,722/- till the next date of due installment. Thereafter, the parties herein agree to enter into builder buyer agreement and the same was entered on 22.10.2016 between the parties for booking the commercial unit.
- V. The salient features of the builder buyer agreement dated 22.10.2016 entered between the parties are as follows:-
  1. The complainants were allotted commercial unit no. g-036 in the project admeasuring 586 sq. ft.
  2. The total for the commercial unit is Rs,50,28,640/-.
  3. Basic Sale Price of Rs.7,500/- per sq. ft. of the commercial unit super area amounting to total BSP of Rs.43,95,000/-.
  4. Charges for exclusive use of car parking spaces @Rs.2,00,000/-.



5. External Development charges of Rs.582/- per sq. ft. of the commercial unit super area amounting to Rs.3,41,052/-.
6. Infrastructure Development Charges of Rs.58/- per sq. ft. of the commercial unit super area amounting to a total of Rs.33,988/-.
7. The payments were to be made under the construction linked payment plan.
8. The handover of possession will be made by December, 2020.
9. That the complainants under the BBA dated 22.10.2016 were jointly allotted Commercial Unit No. G-036, Ground Floor, admeasuring 586 square feet in the Complex. At the time of booking, the complainants were made many promises and assurances by the respondent but the same were never adhered to and the respondent started making defaults from the very first day from the BBA. The complainants several times raised the issue of delay in the construction of the project verbally and through emails but till date the respondent intentionally did not inform the same.
10. That the respondent while entering into BBA misrepresented about completion of the project within 4 years from booking of the commercial unit. The respondent intentionally delayed the construction of the project for the reasons best known to its knowledge which resulted in losses on interest on payments made by the complainants in view of delay in completion of the project within the agreed time.
11. That the complainants during these years several times made inquiry about the status of the project but the respondent did not disclose the ongoing delay in construction of the project. It is submitted that the delay in stage wise construction of the project is apparent from the fact that the respondent raised its demand for second installment in the month of July, 2019. It is further submitted that the complainants again raised their grievances of delay in

construction of the project. The complainant made payment of the second installment for Rs.4,80,361/-on 24.7.2019 vide RTGS receipt no. N205190883319490 in favour of the respondent.

12. That the complainants approached the respondent on various dates verbally and through emails and telephonic conversation for their grievances on the interest on the payment made for delay in handing over the possession of the commercial unit however no action had been taken by the respondent till date inspite of repeated assurances for the same.
13. That the respondent's illegal and fraudulent acts came into light when the respondent vide its letter dated 24.2.2022 illegally demanded money without addressing the complainants' grievances raised from time to time and that too contrary to the agreed terms of the BBA and further, without ongoing construction for the third installment at the time of construction of the second floor. The complainants received the reminder dated 10.3.2022 for the same amount from the respondent. The same demand was without basis and contrary to terms of the BBA putting undue pressure on the complainants wherein the respondent had already pocketed agreed amounts under the bba till the phased construction as completed by the respondent.
14. That the respondent's letter came as utter shock and surprise to the complainants as the same was in complete contravention of agreed terms of the BBA whereby the respondent is demanding the amount without start of the construction of the second floor, when the second installment had already been accepted by the respondent under the BBA. The complainants had no knowledge of such an illegal action on part of the respondent and completely denied to make payment beyond the agreed terms of the BBA.
15. That the complainants made several requests and sent reminders dated 20.3.2022, 25.3.2022, 28.3.2022, 29.3.2022, etc. for withdrawal of wrong and



illegal demand and further, provide the details of the location allotted to the Complainants' unit under the map submitted by the respondent before RERA. The above defaults and lapses on the respondent's part constitute a fundamental breach and resulted in huge losses to the complainants. Further, having regard to contractual and legal position in this regard, the respondent is also liable to make good the losses occasioned to the complainants.

16. That the respondent failed to provide services in accordance with the BBA and under various laws in regard thereto and further misrepresented, misguided and cheated the complainants. The respondent at the time of taking booking amount made false promises and assurances regarding the project. It is further submitted that the respondents are indulging themselves in unfair trade practices and malpractices to illegally extort money from the complainants.

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

17. The complainants have sought following relief(s):
- Furnish the dimensions of the commercial unit along with the site map of the commercial unit of the complainants as submitted by the respondent in RERA.
  - Withdraw the demand raised by the respondent in its letter dated 24.2.2022 & 10.3.2022.
  - Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.
18. 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.**

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

- i. That the complainant approached the respondent and booked the unit in 2016 and received the allotment unit no. 036, in Tower "G" area admeasuring 586 Sq. ft. in the project Manish Gallaxie 91, situated at revenue estate of village maneka, sector 91, manesar urban complex, Gurugram, Haryana. The complainant signed the application form on dated 15.09.2016 and as per the application form, the total sale consideration of the said unit Rs. 7279640/- inclusive of BSP @11000/Sq.ft., EDC, IDC, IFMS and Parking charges & exclusive Taxes and other charges. The terms of payment for the said unit were already decided in application form and same was to be carried Forward with BBA but the agreement was executed on dated 22.10.2016 without any knowledge of the authorised signatory and directors of the company.
- ii. That respondent was completely shocked to see the executed bba agreement when they received the complaint, as the same was not signed by him & forged sign was put on the whole document of BBA & Allotment Letter. The terms and conditions for the sale of the said unit and total sale consideration and 9 Payment mile stone were decided by the both parties as per application form and it was totally changed in BBA & allotment letter.
- iii. That the builder buyer agreement is not signed by the authorised signatory and as per forged sign, it is clearly evident that the modification of document was done fraudulently.
- iv. That the complainant has paid only a sum of Rs 11,80,361/- till 24.07.2019 as admitted by the complainants in their complaint. Thereafter, the respondent raised subsequent demands and ultimately sent pre cancelation letter dated 10.04.2023, after which the Authority vide its directions dated 14.07.2023, had directed the complainants to

settle the account with the respondent company before the next date of hearing, but the complainant has failed to do the same. The complainant is a serious defaulter in instalment payment. The respondent had sent the demand of payment on dated 24/02/2022 and after many reminders dated 12/03/2022, 07/04/2022 & 16/04/2022, respectively, sent the pre termination letter on dated 10/04/2023 Through email.

- v. That the demands raised by the respondent company were genuine and bonafide which were in accordance with the terms and conditions of the Application form.

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

21. 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**

22. 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**

23. 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**

24. 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.*

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

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

**F. I Furnish the dimensions of the commercial unit along with the site map of the commercial unit of the complainants as submitted by the respondent in RERA.**

26. As per Section 11(3)(a) of the RERA Act of 2016, developers are mandated to provide allottees with sanctioned plans, layout plans, and specifications at the time of booking and the issuance of the allotment letter. This disclosure ensures that homebuyers have comprehensive information about the proposed project from the outset. So, the respondent-builder is directed to provide all the necessary approvals obtained from the competent authority to the complainants.

**F. II Withdraw the demand raised by the respondent in its letter dated 24.2.2022 & 10.3.2022.**

**F. III Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.**

27. The above mentioned reliefs no. F.II and F.III as sought by the complainant is being taken together and these reliefs are interconnected

28. The complainants vide provisional application dated 15.06.2016 applied for allotment of commercial unit. The respondent issued allotment letter dated 15.09.2016 in favour of the complainants. The complainants stated that the respondent vide its letter dated 17.10.2016 after negotiating with the complainants agreed to pay 12% on early payment rebate on the excess payment of R. 2,40,722/- till the next date of due installment. Thereafter, the buyer agreement executed between the parties on 22.10.2016. The complainants under the builder buyer agreement dated 22.10.2016 were jointly allotted commercial unit no. G-036, ground floor admeasuring 586 sq.ft. in the complex. The complainants are seeking delay possession charge and possession of the unit since the due date of possession of unit expired on 31.12.2021.
29. On the contrary, the respondent states that the builder buyer agreement enclosed with the complaint by the complainant is no signed by the authorized signatory and modification of document was done fraudulently as per page 17 of reply. It further states that no FIR regarding forged signature has not been filed by the respondent.
30. Vide proceeding dated 19.11.2024, the respondent was directed to file an affidavit which should be signed by the Director of the company with regard to the status of the project, total consideration of the unit and signing of the agreement. On 20.02.2025, the director of the company filed an affidavit stating that "the buyer agreement in the present case was not signed by me". He further states that the basic sale price of Rs. 7,500/- per sq.ft. which is in total contradiction to the application form. The agreement does not bear his signature and it has signature of some other person who claims to be authorized by a non-existing board resolution.
31. After consideration of all the facts and circumstances, the Authority is of view that the respondent promoter has explicitly stated on record that no FIR has



been filed against the complainant regarding the matter in dispute. The authority is empowered to address grievances that arise in the context of real estate transactions, including issues such as project delays, non-compliance with contractual obligations, defective construction, and others. However, RERA does not have jurisdiction over matters related to the modification of private contractual documents or disputes that do not pertain to real estate transactions involving violation of regulatory provisions. Therefore, the issue relating to the modification of the document in question falls within the domain of civil courts and cannot be dealt with under the provisions of the Act, 2016.

32. 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)*

33. Clause 15.1 of the agreement for sale dated 22.10.2016 provides for handing over of possession and is reproduced below:

*"The Company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Commercial Unit by December 2020 ("Commitment Period"). Should the possession of the Commercial Unit not be given within the Commitment Period, the Allottee agrees to an extension of One Hundred and Eighty (180) days ("Grace Period") after expiry of the Commitment Period) In case of Failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable....."*

34. **Due date of handing over possession:** The promoter has proposed to hand over the possession of the commercial unit by December 2020 and extension of



180 days of grace period. Therefore, the due date of possession comes out to be 30.06.2021.

**35. 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.*

36. 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.

37. 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., 01.07.2024 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

38. The definition of term 'interest' as defined under section 2(z) 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;"*

39. 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.
40. 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 15.1 of the agreement for sale executed between the parties on 22.10.2016, the possession of the subject unit was to be delivered by 30.06.2021. It is important to note that till date no occupation certificate has been obtained by the respondent 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 22.10.2016 to hand over the possession within the stipulated period.
41. 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. In the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given

to the complainants keeping in mind that even after intimation of possession practically they have to arrange 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 till the expiry of 2 months from the date of offer of possession.

42. 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. 30.06.2021 till offer of possession plus 2 months after obtaining occupation certificate from the competent Authority or handing over of possession, whichever is earlier, as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act. Further the respondent-promoter is directed not to charge anything which is not part of buyer agreement.

**G. Directions of the authority**

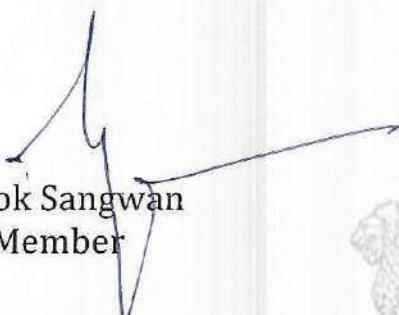
43. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent 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., 30.06.2021 till offer of possession plus 2 months after obtaining occupation certificate from the competent Authority or handing over of possession, whichever is earlier.

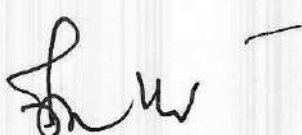


- ii. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The respondent is directed to offer the possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainants w.r.t. obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupancy certificate.
- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- vi. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.
- vii. The respondent shall not charge anything from the complainants which is not part of the agreement for sale dated 22.10.2016.

44. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
45. Complaint stands disposed of.
46. File be consigned to registry.



Ashok Sangwan  
Member



Arun Kumar  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 01.07.2025



**HARERA**  
GURUGRAM