

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

Complaint no. : 4130 of 2024
Date of filing of complaint: 20.08.2024
Date of Order: 20.11.2025

Amit Kumar Pandey
R/o: S-24, Second Floor, Gurudwara
Road, Greater Kailash-2, South Delhi,
Delhi-110048

Complainant

Versus

MRG Infrabuild Pvt. Ltd.
Regd. office at: A-25, Mohan Cooperative
Industrial Estate, Mathura Road, New Delhi-
110044

Respondent

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
Member

APPEARANCE:

Sh. Prashant Sheoran (Advocate)
Sh. Harshit Goyal (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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. Unit and project related details

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

S. No.	Particulars	Details
1.	Project name and location	"The Meridian" at Village Hayatpur, Sector 89 , Gurugram.
2.	Nature of the project	Affordable group housing colony
3.	DTCP License no. and validity	23 of 2016 dated 22.11.2016 valid up to 21.11.2021
4.	Name of licensee	Sh. Hans Raj and another
5.	HRERA registered/ not registered	Registered vide no. 245 of 2017 dated 26.09.2017 valid up to 24.03.2022
6.	Extension of RERA registration	i. 10 of 2022 dated 26.12.2022 valid up to 24.03.2023 ii. RC/REP/HARERA/GGM/245 of 2017/7(3)/36/2023/13) dated 24.07.2023 valid up to 24.03.2025
7.	Allotment letter	02.04.2018 (As per page no. 19 of the complaint)
8.	Unit no.	Flat no.-02, 10 th floor & Tower/Block-A2 (As per page no. 23 of the complaint)
9.	Unit measuring	625.695 sq. ft.(Carpet area) & 94.550sq. ft. (balcony area) (As per page no. 23 of the complaint)
10.	Date of approval of building plans	20.05.2017 (Taken from another complaint of the same project)
11.	Date of environmental clearance	30.08.2019

		(Taken from another complaint of the same project)
12.	Date of execution of agreement to sale	20.01.2020 (As per page no. 20 of the complaint)
13.	Date of tri-partite agreement	05.08.2020 (As per Annexure R2 of the reply)
14.	Possession clause	<p>5. POSSESSION</p> <p><i>5.1 Within 90 (sixty) days from the date of issuance of occupancy certificate, the developer shall offer the possession of the said flat to the allottee(s). Subject to force majeure circumstances, receipt of occupancy certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by developer in terms of the agreement and not being in default under any part hereof including but not limited to the timely payment of installations as per the payment plan, stamp duty and registration charges, the developer shall offer possession of the said flat to the allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "commencement date"), whichever is later.</i></p> <p>[Emphasis supplied] (As per page no. 33 of the complaint)</p>
15.	Due date of possession	<p>28.02.2024</p> <p>(Note: Due date to be calculated 4 years from the date of environmental clearance i.e., 30.08.2019 being later plus grace</p>

		period of 6 months in lieu of covid-19.)
16.	Total sale consideration	Rs.25,50,055/- (As per page no. 54 of the complaint)
17.	Total amount paid by the complainant	Rs.25,75,559/- (As per customer ledger dated 23.02.2024 on page no. 56 of the complainant)
18.	Date of occupation certificate	Not Obtained
19.	Date of offer of possession	Not offered
20.	Pre-cancellation notice	28.06.2023 (As per annexure R5 of the reply)
21.	Publication in newspaper	12.07.2023 (As per page no. 66 of the complaint)
22.	Cancellation notice	14.07.2023 (As per page no. 67 of the complaint)

B. Facts of the complaint:

3. That the complainant has made following submissions:
 1. That the respondent launched an affordable housing project under the name and style of "The Meridian" at Village Hayatpur, Sector 89, District Gurgaon. Induced by the advertisement, the complainant approached the respondent to inquire about the project with the intent to purchase a unit. After being convinced by the representations made by the respondent, the complainant applied for the allotment of a unit in the said project via application bearing no. 1842 dated 03.10.2019. Through a draw of lots on 18.12.2019, unit bearing flat no. 02, Tower A, 2/10 floor was allotted to the complainant, who paid an amount of Rs.1,28,779/- as application fees.

- II. That following the allotment, the respondent executed a builder buyer's agreement with the complainant on 20.01.2020. It is pertinent to mention that soon after the execution of the builder buyer's agreement, the COVID-19 pandemic broke out, leading to a nationwide lockdown imposed by the Government of India. Due to this lockdown, the complainant faced financial constraints. Despite this, the respondent issued a demand letter on 18.05.2020, demanding an amount of Rs.8,67,269/-. It is submitted that the force majeure event applies equally to both the complainant and the respondent. As the nationwide lockdown was in effect, the complainant requested the respondent to defer the payment without interest, as no work was being conducted at the project due to the lockdown. The respondent acceded to the complainant's request and agreed not to levy any interest on the amount demanded in mid-May 2020. Soon after the lockdown was lifted, the complainant paid Rs.1,27,502/- on 23.09.2020 and Rs.8,28,769/- on 28.09.2020 to the respondent.
- III. That by 28.09.2020, the respondent had demanded an amount of Rs.9,56,271/- (inclusive of fees at the time of application, allotment, and within six months of allotment), and the complainant had paid Rs.10,83,773/- which is Rs.1,27,502/- more than what was demanded by the respondent.
- IV. That on 19.11.2020, the respondent issued another demand letter, demanding an amount of Rs.2,74,948/- wherein an interest of Rs.70,941/- was levied. After receiving this demand letter, the complainant approached the respondent and requested an explanation as to why interest was charged, especially when the complainant had already paid an excess amount of Rs.1,27,502/- to the respondent.

- V. That the respondent acknowledged its mistake and confirmed that only the principal amount was payable by the complainant. Furthermore, the respondent stated that no interest was being charged during the COVID period as a benefit to the allottees. The respondent also acknowledged that the excess amount paid by the complainant was adjusted against the installment due at 12 months, and only an amount of Rs.2,04,007/- was demanded. In the meantime, the complainant paid Rs.3,21,945/- on 18.06.2021 against the 18-month installment. The respondent issued another letter, styled as a reminder, but no demand letter for Rs.3,18,757/- was ever received by the complainant. In this demand letter, the principal amount is shown as Rs.3,18,757/- with an interest of Rs.71,342/-. Shocked by such a demand, the complainant immediately contacted the respondent's officials, demanding an explanation as the complainant had already paid Rs.3,21,945/- on 18.06.2021. The respondent's officials admitted their mistake, stating that the letter was system-generated, and since the complainant had already paid more than the required amount, no interest was chargeable during the COVID period. The respondent assured that the demand letter dated 21.06.2021 was to be ignored and that the interest was mistakenly levied. They requested the complainant to pay only the principal amount, confirming that no interest was due on any previous or future demands. Subsequently, the complainant paid Rs.3,21,945/- on 14.12.2021 against the 24-month installment and Rs.3,21,945/- on 17.06.2022 against the 30-month installment respectively.
- VI. That on 18.11.2022, the respondent issued the last demand for the 36-month installment, again imposing interest of Rs.70,941/-. Alarmed by

this, the complainant confronted the respondent's officials, questioning why interest continued to be levied on the demand raised. The respondent's officials repeated their excuse that the interest was mistakenly included in the demand letter. As this was the final demand against the unit in question for the 36-month installment, the complainant requested a fresh demand letter without the interest. The respondent's officials stated that they would soon issue a fresh demand letter with the correct amount. Acting in good faith, the complainant paid Rs.1,56,837/- on 10.02.2023 to the respondent against the said demand and requested that the correct demand be raised.

- VII. That the complainant waited for the respondent to issue a demand letter without interest; however, the respondent officials mischievously cancelled the complainant's allotment on 14.07.2023 without following due process of law.
- VIII. That as per the Affordable Housing Policy, in order to cancel an allotment, the following process needs to be followed by the builder: "If any successful applicant fails to deposit the installments within the time period prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due installments within 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 a circulation of more than ten thousand in the state, giving them 15 days from the date of publication to make the payment, failing which the allotment may be cancelled."
- IX. That in the present case, no such reminder was issued by the respondent after the issuance of the demand letter dated 18.11.2022,

which in itself is illegal. Even as per the Affordable Housing Policy rules, as stated above, a minimum period of 15 days should be granted to the allottee for making the payment before the allotment may be cancelled. However, in this case, the respondent, via publication dated 12.07.2023, granted only 10 days to make the payment and issued a cancellation letter on 14.07.2023. This cancellation letter is void as it was issued before the completion of 15 days.

- X. That even before the completion of 10 days, the complainant paid Rs.1,65,107/- on 21.07.2023. By 21.07.2023, the complainant had paid 100% of the sale consideration for the unit in question, i.e., Rs.25,75,559/-.
- XI. That even after receiving 100% of the sale consideration, the respondent was not ready to revoke the cancellation and forced the complainant to pay interest, at least on the last demand. Finding no other option, the complainant requested the respondent to revoke the cancellation, agreeing to pay interest only on the last demand and on the balance principal amount. However, the respondent had no intention of revoking the cancellation, on 14.11.2023, malafidely issued an email stating, "With reference to the advertisement cancellation's attachment, you are liable to pay the entire amount of Rs.2,53,986/-, but we have received only Rs.1,65,107/-." he complainant had already paid 100% of the sale consideration and had only agreed to pay interest on the balance principal amount from 10.02.2023 to 21.07.2023, i.e., the date when the sale consideration was fully paid. It is submitted that there was never any demand for Rs.2,53,986/- raised by the respondent.

- XII. That the complainant has adhered to the payment schedule and, as already stated above, paid 100% of the total sale consideration by 2023 as and when demanded, as per the terms of the agreement. Unfortunately, the respondent has miserably failed in its obligation to hand over possession within the time limit mentioned in the builder buyer's agreement and wrongly terminated the complainant's allotment.
- XIII. That it is clear from the above facts and circumstances that the respondent has malafidely cancelled the allotment without following due process of law. The present complaint has been filed seeking to set aside the cancellation letter dated 14.07.2023, the issuance of a correct account statement without interest, and the offer of possession after obtaining an occupation certificate.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- i. Direct the respondent to set aside cancellation letter dated 14.07.2023 and to hand over possession after obtaining occupation certificate.
5. 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:

6. The respondent has contested the complaint on the following grounds:
1. That the present complaint is sheer abuse of process of law and the same has been moved by the complainant without any cause of action

and without any merits and substance as without well as without any justified and lawful grounds and reasonable probable cause.

- II. That the project is being developed by the respondent no.1 under the name and style of 'The Meridian' situated at Village Hayatpur, Sector - 89, Gurugram, Haryana and the complainant had availed the 'Payment Plan', whereby they had been sanctioned a loan of Rs.24,59,000/- by the IIFL Home Finance Limited (Not a Party before this Authority) but they failed to maintain the financial discipline and make the payment of the demands made by IIFL Home Finance Limited and the outstanding loan amounts later. The complainant has failed to make the payment of demands due and payable not only to the respondent but to the lender/IIFL and hence, the allegations levelled in the instant complaint are totally misconceived, erroneous and vague. The aforesaid loan was taken by the complainant and a tri-partite agreement which was executed in between the parties herein and IIFL Home Finance Limited.
- III. That the complainant has concealed material facts from the Authority that he has failed to make payments despite various reminders being sent by the answering respondent to the complainant.
- IV. That vide letters dated 28.02.2023, the IIFL Finance Limited, calling upon the respondent to cancel the allotment of the complainant due to the default committed by the complainant in making the requisite payments. The respondent again wrote a letter to the complainant for making the outstanding payment of Rs.2,51,747/- but to no avail.
- V. That vide letter dated 28.06.2023, the respondent sent a pre-cancellation letter to the complainant calling upon the complainant to make the payment of the outstanding amount within 10 days.

- VI. That vide letter dated 12.07.2023, the IIFL Finance Limited again wrote a letter to the respondent to refund the entire sale consideration of the complainant including the amount disbursed as home loan to the complainant.
- VII. That as a consequence to the above, the respondent was constrained to issue a final cancellation letter dated 14.07.2023 to the complainant and the publication in newspaper was also done in the widely circulated newspaper namely Vir Arjun on 14.07.2023.
- VIII. That the complainant visited the office of the respondent and gave a hand-written request, wherein he has specifically stated that the principal amount will be cleared by 22.07.2023 and the interest amount shall be cleared on or before 31.12.2023, but the complainant failed to adhere to the said time-lines also.
- IX. That since the complainant failed to cure the default in repayment of loan amount, vide letter dated 30.11.2023, IIFL Finance Limited again wrote to the respondent and called upon the respondent to cancel the allotment and refund the loan amount. The complainant was telephonically requested to cure the default in repayment of loan amount, otherwise the unit would be cancelled as per the tripartite agreement executed with Lender/IIFL, however, the complainant did not repay the loan amount to the lender/IIFL.
- X. That vide e-mail dated 29.12.2023, the respondent further requested the complainant to make the payment to the lender/IIFL but to no avail. After the expiry of time sought by the complainant till 31.12.2023 in the hand-written request letter for clearance of all the dues of the lender and the respondent's delay interest amount. The complainant failed to pay interest amount of Rs.88,879/- on account of delay

payment interest to the respondent, although the complainant has been given waiver of Rs.20,801/- by the respondent.

- XI. That vide e-mail dated 18.01.2024, IIFL Finance Limited wrote to the respondent and called upon the respondent to settle the entire accounts qua the loan of the complainant. The respondent had no choice but to settle the outstanding dues of the lender/IIFL and refund the entire amount received from the complainant and IIFL. That despite various letters and e-mails sent by the answering respondent to the complainant has not paid heed to, then, the answering respondent was forced to cancel the unit in terms of tripartite agreement, clause 9, in particular upon various notices of the lender/IIFL. The respondent refunded a sum of Rs.21,55,448/- vide cheque dated 03.04.2024 in favour of IIFL Home Finance Limited against closure of the loan amount of the complainant.
- XII. Therefore, the respondent vide e-mail dated 22.08.2024 intimated the complainant and requested for taking the balance amount through cheque dated 13.08.2024 for Rs.1,25,778/- after submission of the original allotment letter and copy of tri-partite agreement.
- XIII. That prior to the passing of the interim order dated 10.10.2024, the respondent had already allotted/sold the unit to a third party and thus, the interim order cannot be complied and is causing grave prejudice to the respondent/applicant.
- XIV. That the complaint preferred by the complainant is liable to be dismissed with costs.
7. 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:

8. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

9. 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

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

11. 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 relief sought by the complainant:

F.1 Direct the respondent to set aside cancellation letter dated 14.07.2023 and to hand over possession after obtaining occupation certificate.

12. In the present complaint, the complainant intends to continue with the project and is 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)

13. The due date of possession of the apartment as per clause 5.1 of the agreement to sale dated 20.01.2020, the respondent-developer proposes to handover the possession of the booked unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of building plan is 20.05.2017 and date of environment clearance is 30.08.2019. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 30.08.2023. ***Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.*** The completion date of the aforesaid project in which the subject unit

is being booked by the complainants is 30.08.2023 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 outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to **28.02.2024**.

- 14. Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prevailing 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.

- 15.** 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.
- 16.** 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., 20.11.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.

17. The definition of term 'interest' as defined under section 2(zā) 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:

"(zā) "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;"*
18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
19. The counsel for the complainant vide proceedings of the day dated 09.10.2025 brought to the attention of the Authority that the complainant has paid Rs.25,75,559/- against the sale consideration of Rs.25,50,055/- which is more than 100% of total sale consideration and seeking possession of the unit along with delay possession charges. He further stated that the respondent has cancelled the unit of the respondent on 14.07.2023 on account of non-payment without giving the 15 days' time to pay the outstanding dues from the date of publication i.e., 12.07.2023 as per procedure established in the Affordable Housing Policy, 2013.

20. The counsel for the respondent vide proceedings draws attention of the Authority to the fact that due procedure as per Affordable Housing Policy, 2013 has been followed and the respondent is entitled to deduct Rs.25,000/- from the refundable amount as per the terms of the said policy. Now, the question arises before the Authority is that whether the cancellation of the unit of the complainant is valid or not?
21. The respondent has cancelled the unit vide cancellation letter dated 14.07.2023 on account of outstanding dues after issuing a pre-cancellation letter dated 28.06.2023 and a newspaper publication dated 12.07.2023. Firstly, the respondent has not given 15 days' time to the complainant to pay the outstanding dues after the newspaper publication dated 12.07.2023. Secondly, as per documents available on record, on 21.07.2023, the complainant has made a payment of Rs.1,65,107/- and with this payment, the total amount paid by the complainant comes to Rs.25,75,559/- which is more than 100% of the total sale consideration of Rs.25,50,055/- and the due date of possession was lapsed in 2024. The respondent in its reply mentioned that a demand of Rs.2,53,986/- has been raised but only a payment of Rs.1,65,107/- has been received from the complainant and on account of the said non-payment the unit has been cancelled. The respondent has not yet obtained the occupation certificate and no offer of possession has been made till date. There is substantial delay of almost 2 years in offer of possession as the due date of possession has lapsed on 28.02.2024 only and if the delay possession charges to be paid by the respondent are considered it is the respondent who has to pay even after considering the additional demands made by the respondent on offer of possession. On consideration of all the submissions made by the

parties and documents place on record, the cancellation of the unit stands invalid.

22. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. The due date of handing over possession is 28.02.2024. No document is placed on record to show that after completing the unit, OC has been obtained or even applied to the competent Authority and no offer of possession has been made to the complainant-allottees. In view of the same, the respondent is directed to reinstate the allotment of the complainant within a period of 30 days from the date of this order.
23. The respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the 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 proviso to section 18(1) of the Act on the part of respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 28.02.2024 till offer of possession of the said unit after obtaining the occupancy certificate from the concerned authority plus two months or actual handing over of possession, whichever is earlier, at prescribed rate i.e., 10.85% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G. Directions of the Authority:

24. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. Cancellation dated 14.07.2023 is bad in eyes of law and hence set-aside and the respondent is directed to reinstate the unit of the complainant within 30 days of this order.
 - ii. The respondent is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 28.02.2024 till expiry of 2 months from the date of offer of possession or actual handover, whichever is earlier as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.
 - iii. The arrears of such interest accrued from due date of possession till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
 - iv. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges. The respondent/promoter shall handover possession of the unit after obtaining the occupation certificate from the competent authority.
 - v. The respondent is obligated to hand over the possession of the unit to the complainants after obtaining of occupation certificate/CC/part CC from the competent authority as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the

complainant is obligated to take the possession within 2 months as per section 19 (10) of the Act, 2016.

- vi. The respondent shall not charge anything from the complainant, which is not a part of the buyer's agreement.
- vii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% 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.

25. Complaint stands disposed of.

26. File be consigned to the registry.


(Phool Singh Saini)
Member
(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 20.11.2025