

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

Complaint no.:

5045 of 2024

Date of decision:

10.12.2025

1. Rohit Gaddi
2. Geetanjali Bahuguna
R/o:- F-2/28, DLF Phase-I, Sikanderpur
Ghosi (68), Gurugram.

Complainants

Versus

M/s Citra Properties Ltd.
Registered Office at: M-62 and 63,
First Floor, Connaught Place,
New Delhi-110001.

Respondent

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Kailash Prashad Pandey (Advocate)

Complainants

Anshul Yadav (Advocate)

Respondent

ORDER

1. The present complaint 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 29 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.

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, 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.	Name of project	"Indiabulls One 09"
2.	Location of project	Sector-109, Gurugram, Haryana.
3.	Nature of project	Commercial
4.	RERA registered	Registered Vide registration no. 333 of 2017 Dated-24.10.2017
5.	DTCP license	License no. 43 of 2012 Dated-05.05.2012
6.	Allotment letter	08.02.2019 (As on page no. 21 of complaint)
7.	Unit no.	Shop-122, Floor-1 st , Type-shop, Tower-1C (As on page no. 21 of

		complaint)
8.	Unit area	1098.98 sq.ft. [Carpet Area] (As on page no. 21 of complaint)
9.	Agreement for sale	13.06.2019 (As on page no. 23 of complaint)
10.	Possession clause	<p>Clause-7</p> <p>Possession of the unit</p> <p><u>7.1 Schedule for possession of the Unit:</u></p> <p><i>The Promoter agrees and understands that timely delivery of possession of the Unit alongwith parking to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to handover possession of the Unit by 30th April 2019, unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate Project.</i></p> <p><i>[Emphasis supplied]</i></p>

		<i>(As on page no. 28 of complaint)</i>
11.	Due date of possession	30.04.2019
12.	Sale consideration	Rs.1,86,05,726/- <i>(As on page no. 24 of complaint)</i>
13.	Amount paid	Rs.65,12,004/- <i>(As per applicant ledger on page no. 53 of complaint)</i>
14.	Occupation certificate	19.07.2024 <i>(As on page no. 27 of reply)</i>
15.	Offer of possession	21.08.2024 <i>(As on page no. 49 of complaint)</i>
16.	Reminders	01.10.2024 16.10.2024
17.	Last and final reminder	25.10.2024 <i>(As on page no. 34 of reply)</i>
18	Termination letter	11.11.2024 <i>(As on page no. 35 of reply)</i>

B. Facts of the complaint:

3. The complainants made the following submissions in the complaint.
 - I. That the complainants are law abiding and peace-loving citizen of India and are bonafide purchasers and allottees of a commercial shop located at Tower No. 1 C, unit no. 122, 1st Floor, having carpet area

1098.98 sq. ft. (approx. 102 sq meters) with one basement car parking in the project 'Indiabulls one 09" situated at Sector-109, Gurugram.

- II. That the complainants approached the respondent and submitted an application for allotment of a shop in above-said project and paid the requisite amount as per instructions of the office of promoter/respondent herein.
- III. That the complainants have opted for a "Possession Linked Payment plan" (35% : 65%) according to which, the complainants had to pay the amount in following manner :
 - i. *On booking - Rs.2,00,000/-.*
 - ii. *Within 30 days - 10% of sale price + applicable taxes*
 - iii. *Within 60 days - 25% of sale price + applicable taxes*
 - iv. *On possession - 65% of sale price + applicable taxes+ Energization Infrastructure Charges Electricity meter charges + Maintenance security deposits.*
- IV. On receipt of booking amount, the promoter sent a provisional allotment letter to the complainants on 08.02.2019, confirming the allotment of shop in favour of complainants.
- V. Subsequently, after receipt of requisite amount as per payment plan, the promoter executed and signed agreement to sale on 13.06.2019. In agreement to sale, the promoter confirmed that the total sale consideration of the booked shop is Rs.1,86,05,726/- including taxes/GST & Cess and any other taxes / fees/ charges/ levied etc. It is further agreed that apart of this sale consideration, the complainants will have to pay Rs.2,13,137 /- towards Maintenance Security deposits, Energization infrastructure charges/ meter charges over and above the agreed sale consideration and the same shall be payable on possession.

VI. It is further agreed in para 7.1 of the Agreement to sale that the promoter shall handover possession of the booked unit on or before 30.04.2019. In para 7.6 it is agreed that in case of violation of term 7.1, the promoter shall compensate the complainants as per provisions of the Act and rules. The terms of the Agreement to sale dated 13.06.2019 are self-explanatory.

VII. As per agreement, the complainants had paid an amount of Rs.65,12,004/- to the promoter which was 35% of the total agreed sale consideration as per agreement to sale and the promoter duly received and acknowledged the said payments against the receipts.

VIII. That the promoter did not comply with the terms of agreement to sale and completely failed to complete the project in agreed period of time and also completely failed to deliver possession of booked shop to the complainants in time. The possession of the shop was to be delivered on or before 30.04.2019 but the promoter completely failed to keep its promise and possession of the shop has not been delivered to the complainants till date.

IX. That the promoter has also not completed the project and various promised amenities/facilities within the project are either missing or not in order. The promoter has not developed the approach/access road, in absence of access road, it will not be possible to operate shop.

X. That the development work is still going on in Tower -1A. During the last visit of the complainants, the guard deputed there stopped the complainants to go towards the site because of ongoing development work in tower 1A. Thus, it is crystal clear that the

promoter has not completed the project and the project is incomplete even today.

XI. The promoter offered possession of the shop vide Demand cum offer of possession dated 21.08.2024, asking the complainants to deposit the remaining sale consideration amounting to Rs.1,29,71,272/- and take possession of the shop. The promoter has not complied para 7.6 of the agreement to sale and has not adjusted the interest for delayed period as per provisions of RERA.

XII. On receipt of "Demand cum offer of possession letter" dated 21.08.2024, the complainant no. 1 wrote to the promoter on 22.08.2024 and reminders enquiring about the project status and payments of interest for delayed period but the promoter did not reply the emails sent by the complainants to the promoter till date.

XIII. That the respondent has replied the email stating therein that the company has already commenced the construction of the access road on its own cost and the same will be ready shortly.

XIV. That on receipt of demand cum offer of possession, the complainants got sanctioned the loan from its bank and the funds for payment towards final demand are ready with the complainants but in absence of the clarity and in absence of adjustment of interest for delayed period, it is difficult for the complainants to make the payments. However, the complainants are very much interested to take possession of their units and have all arrangements to pay the final balance sale consideration.

XV. In these compelling circumstances, the complainants have left with no other option except to file the present complaint praying for

possession and for payment of agreed interest for delayed period.

C. Relief sought by the complainants:

4. The complainants have filed the present compliant for seeking following reliefs:
 - i. Direct the respondent to handover possession of the commercial to the complainant at the earliest.
 - ii. Direct the respondent to pay interest for delayed period from 01.05.2019 till handing over possession of the shop as per provisions of RERA.
 - iii. Award cost of litigation in favour of the complainants and against the respondent.
5. On the date of hearing, the Authority explained to the respondents /promoters about the contravention 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 filed by respondent:

6. The respondent has contested the present complaint on the following grounds:
 - I. That the complainants neither have any cause of action nor any locus standi to file the present complaint against the respondent, especially when the complainants are in continuous default in making payment towards the sale consideration of the unit i.e. 65% as per the payment plan opted by them at the time of booking.
 - II. That the complainant has filed the present complaint seeking possession of the unit booked by him alongwith interest, however

the said claim is liable to be dismissed and rejected as the provisional allotment of the complainants in the unit already stands cancelled on 11.11.2024.

III. That the complainant is claiming interest from 30.04.2019 as mentioned in the Agreement which is inadvertently mentioned and is a typographical error. The standard period for delivery of possession as defined in other agreements for sale is 48 months plus 6 months from the date of execution of Agreement for sale and the same period has been committed by the respondent to other buyers as well who have booked other units in the project. As such the due date of delivery comes to 13.10.2023.

IV. That the respondent applied for the occupancy certificate on 25/09/2023 with the DTCP, Haryana. However, the same was received after almost 1 year i.e. 19.07.2024. The construction of the Tower wherein the subject unit is located was already completed by 25.09.2023.

V. That subsequent to the grant of the Occupation Certificate, the respondent vide its letter dated 21.08.2024, informed the complainant that the Occupation Certificate for the Tower is received and the complainants were called upon to take the possession of their unit. Several reminder letters were addressed to the complainant, the details of which are as follows:

1. *01.10.2024-1st reminder sent for outstanding dues.*
2. *16.10.2024-2nd reminder sent for payment.*
3. *25.10.2024-Final call for dues clearance issued.*
4. *11.11.2024- Termination notice*

VI. That despite multiple reminders sent by the respondent, the complainants failed to make clear the possession dues against their

unit. Due to the continuous default on part of the complainants, the respondent was left with no other option but to terminate the provisional allotment of the unit.

VII. That the complainants are in violation of their obligations wherein they failed to remit amount as per possession letter. Therefore, the respondent was constrained to issue intimation of termination, followed by Cancellation letter due to failure on part of the complainant to clear the balance sale consideration.

VIII. It is pertinent to mention herein that the respondent was constrained to cancel the unit on account of non-payment of sale consideration despite sending repeated reminders.

IX. It is submitted that the respondent already deposited the requisite tax amounts to statutory bodies, at the time of raising demand on behalf of the complainants. Upon cancellation of the unit in question, the respondent is entitled for applicable deduction of such tax, amount which was passed on by the respondent to the Govt. Authorities including S.Tax, Vat charges, GST etc. by the respondent on behalf of the complainants for their unit.

X. That as per clause 7.1 of the agreement, the date of delivery is subject to force majeure conditions as mentioned in the clause. The respondent was faced with certain force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These

orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 (Two) years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the project continued without shifting any extra burden to the customer.

- XI. That additionally, even before normalcy could resume, the world was hit by the Covid-19 pandemic. That the COVID-19 pandemic resulted in serious challenges to the project with no available labourers, contractors, etc. for the construction of the project. Despite, after above stated obstructions, the nation was yet again hit by the second wave of the Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention that considering the widespread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. During the period from 12.04.2021 to 24.07.2021, each and every activity including construction activity was banned in the state.
7. Copies of all the relevant documents have been filed and placed on 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 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

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

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;

9. 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.
10. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the

judgement passed by the Hon'ble Apex Court in **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022**

(1) RCR (Civil), 357 and reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

11. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the Authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the objections raised by the respondent

F.I Objection regarding typographical error in the due date of possession.

12. The respondent has raised an objection that the due date of possession as mentioned in clause 7.1 of the agreement dated 13.06.2019 was inadvertently mentioned as 30.04.2019 and is a typographical error.

The standard period for delivery of possession as defined in other agreements for sale is 48 months plus 6 months from the date of execution of Agreement for sale and the same period has been committed by the respondent to other buyers as well who have booked other units in the project. As such the due date of delivery comes to 13.10.2023.

13. The Authority observes that Clause 7.1 of the Agreement for Sale dated 13.06.2019 clearly stipulates that the promoter/respondent was obligated to deliver possession of the shop to the complainants by 30.04.2019. The language of this clause is unequivocal and free from ambiguity. Even if the respondent's contention is considered, it is evident that the respondent had sufficient opportunities to correct the date in question. However, there is no evidence on record indicating any action taken by the respondent to amend the delivery date or to address this issue. Therefore, the objection raised by the respondent is hereby dismissed.

F.II Objection regarding delay due to force majeure circumstances

14. The respondent has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Hon'ble Punjab and Haryana High court, Hon'ble NGT, shortage of labour, demonetisation, outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondents, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his construction activities came to stand still, and the said period be excluded while calculating the due date. In the present case, the complainant was allotted a shop bearing no. 122 on 1st floor in Tower-1C admeasuring 1098.98 sq.ft vide allotment letter dated 08.02.2019. Thereafter, the

Agreement For Sale was executed between the parties on 13.06.2019. As per clause 7.1 of the Agreement dated 13.06.2019, the due date for offer of possession of the unit was 30.04.2019. The respondent is seeking the benefit of Covid-19, which came into effect much after the due date of offer of possession. Therefore, no further relief in respect to the same can be granted to the respondents. The respondents have submitted that due to various orders of the Authorities and court, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, water shortage, labour shortage etc, but these were for a short period of time and are the events happening every year. The respondent was very much aware of these event and thus, the promoter/ respondent cannot be given any more leniency based on the aforesaid reasons.

G. Findings on the reliefs sought by the complainants:

G.I. Direct the respondent to handover possession of the commercial to the complainant at the earliest.

G.II Direct the respondent to pay interest for delayed period from 01.05.2019 till handing over possession of the shop as per provisions of RERA.

15. In the present case, the complainants booked a shop bearing no. 122, located on the first floor of Tower-1C, Type-Shop, with a carpet area of 1098.98 sq.ft., in the project "Indiabulls One 09" situated in Sector-109, Gurugram. The allotment letter was issued to the complainants on 08.02.2019, and the Agreement for Sale was subsequently executed between the parties on 13.06.2019. According to Clause 7.1 of the Agreement, the scheduled date for possession of the unit was

30.04.2019. The agreed sale consideration for the unit was Rs. 1,86,05,726/-, of which the complainants have paid Rs. 65,12,004/- to the respondent as of the present date.

16. The respondent has contended that the complainants were in default on account of failure to make timely payments, failure to take possession of the unit, non-execution of the sale deed, and non-payment of statutory dues. It is submitted that, in view of these alleged defaults, the respondent was entitled to terminate the allotment of the unit. The respondent further asserts that, despite granting multiple opportunities to the complainants through various reminder notices and a final demand letter calling upon them to clear the outstanding dues, no compliance was made. Consequently, the respondent claims to have been compelled to terminate the allotment of the complainants' unit by issuing a termination letter dated 11.11.2024. Upon consideration of the documents placed on record and the submissions advanced by both parties, the Authority observes that the respondent obtained the Occupation Certificate on 19.07.2024. As per Clause 7.1 of the Agreement for Sale dated 13.06.2019, the stipulated date for handing over possession of the unit was 30.04.2019. Thereafter, the respondent offered possession of the unit to the complainants on 21.08.2024 and raised a demand of Rs. 1,30,14,261/-. A subsequent demand was again issued on 16.10.2024. Further, on 25.10.2024, the respondent issued a "Last and Final Call for Clearance of Outstanding Dues and Notice for Termination," granting the complainants a period of 15 days from the date of the notice to clear the outstanding dues, failing which the allotment of the unit was to stand terminated. Subsequently, vide letter dated 11.11.2024, the

respondent cancelled the allotment and issued a cancellation letter on the same date, thereby terminating the complainants' unit. At the time of cancellation, the complainants had paid a sum of Rs. 65,12,004/- towards the total sale consideration of Rs. 1,86,05,726/-.

17. The Authority observes that the respondent was already in default for failing to deliver possession of the unit to the complainants within the agreed timeline. The Occupation Certificate was obtained by the respondent on 19.07.2024, i.e., nearly five years after the due date of possession. The respondent did not adequately address queries regarding the inordinate delay in completing construction and offering possession of the unit. The complainants, by email dated 21.09.2024, requested the respondent to issue a revised payment demand after adjusting for delayed possession charges in accordance with the Real Estate (Regulation and Development) Act, 2016. Under Clause 7.6 of the Agreement dated 13.06.2019, the respondent was obliged to pay interest at the prescribed rate for each month of delay until the offer of possession, within ninety days of it becoming due. Accordingly, the respondent was required to adjust the delayed possession interest before raising any demand for outstanding payments.
18. Contrary to this obligation, the respondent neither complied with Clause 7.6 of the Agreement nor made the requested adjustments despite the specific communication from the complainants. Subsequently, the complainants filed the present complaint before the Authority on 23.10.2024. Notice of the complaint was issued to the respondent on 23.10.2024 and emailed on 24.10.2024. The respondent, however, issued a "Last and Final Reminder" merely two days after receiving notice of the complaint and proceeded to

terminate the allotment of the complainants' unit during the pendency of the complaint. In view of the doctrine of Lis Pendens, such termination is held to be invalid. Accordingly, the respondent is directed to reinstate the shop allotted to the complainants within thirty (30) days from the date of this order. In the event that third-party rights have been created over the shop, the respondent is directed to provide the complainants with another shop of similar location and specifications within the same project, at the same sale consideration.

19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants intends to continue with the project and are seeking delay possession charges. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."

19. 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.

20. 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., 10.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
21. The definition of term 'interest' as defined under section 2(za) 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:

"(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;"*

22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted her in case of delayed possession charges.

23. The respondent is directed to provide an updated Statement of Accounts to the complainants within a period of 10 days of this order, after adjusting the delayed possession charges. The respondent is directed to handover possession of the shop to the complainants within a period of 30 days and thereafter, execute Conveyance Deed in favour of the complainant within period of 90 days from the date of

order. Further, the respondent is directed to pay interest at the prescribed rate of 10.85% p.a for every month of delay from due date of possession i.e., 30.04.2019 till the date of offer of possession plus 2 months or actual handing over of possession, whichever is earlier, at the prescribed rate of interest i.e., 10.85% p.a. as per proviso to Section 18 (1) of the Act, 2016 read with rule 15 of the Rules.

G. Directions of the Authority:

24. 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) of the Act.

- i. The cancellation dated 11.11.2024 is hereby set aside. Consequently, the respondent is directed to reinstate the shop allotted to the complainants within a period of 30 days from this order. In case, third party rights have been created on the unit, the respondent is directed to provide another similarly located unit to the complainants in the same project on the same sale consideration.
- ii. The respondent is directed to pay interest at the prescribed rate of 10.85% p.a for every month of delay from due date of possession i.e., 30.04.2019 till the date of offer of possession plus 2 months or actual handing over of possession, whichever is earlier, at the prescribed rate of interest i.e., 10.85% p.a. as per proviso to Section 18 (1) of the Act, 2016 read with rule 15 of the Rules.
- iii. The rate of interest chargeable from the allottees 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 allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

- iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The respondent is directed to provide an updated Statement of Accounts to the complainants within a period of 10 days of this order, after adjusting the delayed possession charges.
- vi. The respondent is directed to handover possession of the shop to the complainants within a period of 30 days and thereafter, execute Conveyance Deed in favour of the complainants within period of 90 days from the date of order.
- vii. The respondent shall not charge anything from the complainants which is not the part of the agreement.
- viii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

25. Complaint stands disposed of.

26. File be consigned to the registry.

Dated: 10.12.2025

(Ashok Sangwan)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram