

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

**Complaint no.** 6290 of 2024  
**Date of filing complaint** 08.01.2025  
**Date of decision** 04.11.2025

Prabhat Kumar Sinha & Neena Sinha  
**Both are R/o:** Block H, flat no. 502, Pilots court,  
Essel tower, MG Road, Gurugram.

**Complainants**

Versus

St. Patricks Realty Private Limited  
**Regd. office:** 3<sup>rd</sup> Floor, Tower- D, Global Business  
Park, MG Road, Gurugram, Haryana

**Respondent**

**CORAM:**

Shri Ashok Sangwan  
Shri Phool Singh Saini

**Member**  
**Member**

**APPEARANCE:**

Sh. Maninder Singh (Advocate)  
Sh. Gunjan Kumar (Advocate)

Complainants  
Respondent

**ORDER**

1. This complaint has 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 thereunder 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, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

Sr.no.	Particulars	Details
1.	Name and location of the project	"Central Park Flower Valley" (Earlier known as Central Park III), Sector- 29, 30, 32 and 33 of village Dhunela and Berka, Tehsil Sohna, District Gurugram
2.	Project area	10.925 acres
3.	Nature of the project	Group housing colony- Independent floor
4.	DTCP license no. and validity status	54 of 2014 dated 20.06.2014 valid upto 19.06.2024 28 of 2016 dated 23.12.2016 valid upto 22.12.2021 7 of 2020 dated 29.01.2020 valid upto 28.01.2025
5.	Name of the licensee	Chandiram Pratap Singh s/o Shivcharan and 3 others
6.	RERA registered/ not registered and validity status	<b>Registered</b> Registered vide no. 11 of 2020 dated 18.03.2020 Valid upto 31.12.2024
7.	Application form	28.01.2021(Annexure R2 at page 19 of reply)
8.	Approval cum allotment letter	07.02.2021(Annexure R3 at page 29 of reply)
9.	Plot no. as per allotment letter dated 07.02.2021	Plot no. A-21(Page 29 of reply)
10.	E-mail sent by complainant to respondent for change of plot	23.02.2021(Page 31 of reply)
11.	Builder buyer agreement	30.09.2021(Page 18 of complaint)

12.	Plot details	Plot no. A-20 admeasuring 816.77 sq. yards(Page 23 of complaint)
13.	Possession clause	<b>7. Possession of the Residential Independent Floor</b>  <i>"7.1 ..... The Promoter assures to handover possession as per agreed term and conditions by Dec-2022 however upon receiving the entire payment of the sale price and other charges as per this agreement unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc. affecting the regular development of the real estate project....."</i>  <b>(Emphasis supplied)</b>
14.	Due date of possession	31.12.2022(As per clause 7.1 of the buyer's agreement)
15.	Total sale consideration	Rs.4,25,78,762/- (As per Annexure 2 of BBA at page 62 of complaint)
16.	Amount paid by complainants	Rs.4,04,86,189/- (As per receipts annexed by complainant at page no. 66-71 of complaint)
17.	Delay compensation given by the respondent to the complainants	Rs.25,50,000/- (As pleaded by respondent at page no. 8 of reply)
18.	Occupation Certificate	29.09.2020 26.05.2023 16.12.2024 27.12.2024 (complainant's unit falls under this OC) *Note: taken from DTCP
19.	Offer of possession	Not offered

**B. Facts of the complaint:**

- a) That somewhere in 2021, the respondent through its marketing executives and advertisement done through various medium and means approached the complainant with an offer to invest and buy a plot in the proposed project of respondent, which the respondent was going to launch the project namely "Central Park-Flower Valley", which is situated at village Dhunela and Berka, Tehsil-Sohna, District Gurugram.

The respondent had represented to the complainant that the respondent is very ethical business house in the field of construction of residential and commercial project and in case the complainant would invest in the project of respondent then they would deliver the possession of proposed plot on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured to the complainant that the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainant given by the respondent and assured that the Agreement for Sale for the said project would be issued to the complainant within one week of booking to be made by the complainant(s). The complainant while relying on the representations and warranties of the Respondent and believing them to be true had agreed to the proposal of the respondent to book the residential plot in the project of respondent.

- b) That the respondent arranged the visit of its representatives to the complainant and they also assured the same as assured by the respondent to the complainant, wherein it was categorically assured and promised by the respondent that they already have secured all the sanctions and permissions from the concerned authorities and departments for the sale of said project and would allot the residential plot in the name of complainant immediately upon the booking. Relying upon those assurances and believing them to be true, the complainant booked a residential plot bearing unit no. A-20 in block-A Mikasa plots admeasuring 816.77 Sq. yd. for total sale consideration of

Rs.4,21,65,762/- at the proposed project to be developed by respondent on 28.01.2021. It was assured and represented to the complainant by the respondent that they had already taken the required necessary approvals and sanctions from the concerned authorities and departments to develop and complete the proposed project on the time as assured by the respondent. Thereafter, the complainant requested the respondent to allot the promised plot and to execute the required agreement for the same, however, the respondent ignored the request of the complainant and did not execute the required agreement for couple of days. Upon the regular follows up of the complainant, the respondent had executed the Agreement for Sale dated 30.09.2021 allotting the aforesaid plot in favor of the complainant. The Agreement for Sale is having terms and conditions in respect of the possession and delivery of the aforesaid plot.

- c) That thereafter, the respondent started raising the demand of money/installments from the complainant, which were duly paid by the complainant as per agreed timelines. As per the Clause -7.1 of the said Agreement for Sale dated 30.09.2021, the respondent had agreed and promised to handover the plot with all the utilities, documentation of plot and proper black top road on or before December 2022.
- d) That from the date of booking and till today, the respondent had raised various demands for the payment of installments on complainant towards the sale consideration of the said plot and the complainant has duly paid and satisfied all those demands as per the Agreement for Sale without any default or delay on his part and has also fulfilled otherwise also his part of obligations as agreed in the Agreement for Sale. The complainant has always been ready and willingly to fulfilled his part of agreement, except last 5% payment be made at the time of possession.

- e) That the complainant had paid the sale consideration to the respondent for the said plot. As per the records of complainant, the complainant had already paid Rs.4,04,86,189/-towards the sale consideration as on today to the respondent as demanded by it, time to time and now nothing major is pending except 5% of total cost to be paid on the part of complainant at the time of possession.
- f) That on the date agreed for the delivery of possession of said plot as per date of execution of Agreement for Sale and later on according to the Agreement for Sale, the complainant had approached the respondent and its officers inquiring the status of delivery of possession, but in return, the respondent through its representatives a letter dated 19.02.2024 in which the respondent clearly mentioned that it could not issue the offer of possession nowhere nearby from 3-4 months due to reasons best known to them. The complainant thereafter had tried his level best to reach the representatives of the Respondent to seek a satisfactory reply in respect of the said plot but all in vain.
- g) That the respondent has not delivered the said real estate project till now and the complainant has not been provided with the possession of the said unit despite all promises done and representation made by the respondent. As per Agreement for Sale dated 30.09.2021, the delivery of the possession of said plot was promised to be delivered by the respondent by December 2022. By committing delay in delivering the possession of the aforesaid plot respondent has violated the terms and conditions of the Agreement for Sale and promises made at the time of booking of said plot.
- h) That as on today after making a delay of 2 years, the respondent has still not offered the possession of the above-mentioned plot, the conduct on the part of respondent regarding delay in delivery of possession of the

said plot has clearly manifested that the respondent never ever had any intention to deliver the said plot on time as agreed. It has also cleared the dust on the fact that all the promises made by the respondent at the time of sale of involved plot were fake and false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said plot on basis of its false and frivolous promises, which the respondent never intended to fulfill. The respondent in its advertisements had represented falsely regarding the area, price, quality and the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.

- i) That the respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said plot, which amounts to unfair trade practice, which is immoral as well as illegal. The respondent has also criminally misappropriated the money paid by the complainant as sale consideration of said plot by not delivering the unit by agreed timelines. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said plot basis its false and frivolous promises and representations about the delivery timelines aforesaid housing project.
- j) That the cause of action accrued in favor of the complainant and against the respondent in 2021 when the complainant had booked the said plot, and it further arose when respondent failed /neglected to deliver the said plot on the agreed date. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has still not handed over the possession of said plot as agreed.

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

3. The complainant has sought the following relief(s):

- i. Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.4,04,86,189/- towards the sale consideration paid by the complainant(s) as sale consideration of the said plot from the date of payment till the actual handing over of the possession.
  - ii. Direct the respondent to handover the physical possession and execute conveyance deed in favour of the complainant.
4. 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) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

5. The respondent has made the following submissions vide its reply dated 20.05.2025:
- a) That in 2021, in search of a plot, the complainant learned about the residential colony which shall be part of an integrated township consisting of residential plots, independent floors, group housing colony and other commercial areas and to be collectively known as '**Central Park Flower Valley**'. The designated land for the purpose of plotted development of residential project titled as '**Mikasa Plot**' at village Dhunela and Berka, Tehsil-Sohna and District- Gurgaon being developed by the respondent.
  - b) That on 28.01.2021, the complainant vide application number CP-3/290 applied for booking a unit in the project of the respondent after carefully reading and understanding all the terms and conditions contained therein and post being impressed with the specifications of the project with a desire to secure the allotment of a plot in the aforesaid project. The complainant had applied for the unit only after the due diligence, verification done and post being fully satisfied with project.

- c) That in the said application, the complainants requested for allotment of plot bearing no. A-21 block A having a carpet area of 816.77 square yards in their favour.
- d) That the respondent in pursuance of the aforementioned application signed and submitted by the complainants for allotment of plot bearing no. A-21 in the said project, sent a welcome letter dated 07.02.2021 to the complainants.
- e) That thereafter the complainant vide email dated 23.02.2021, requested the respondent to change the plot. Upon the request of the complainant, the plot provisionally allotted to the complainants was changed from A-21 to A-20 admeasuring 816.77 sq. yards in subject project.
- f) That on 30.09.2021, an agreement for sale, was executed for the said plot having sale price of Rs. 4,21,65,762/- excluding all other charges, taxes etc. as mentioned and agreed by the complainants under the agreement. The said agreement was signed by the complainants voluntarily with free will and consent without any demur after reading and understanding all the terms and conditions contained therein.
- g) That as per clause 7.1 of the agreement, the possession of the subject plot was supposed to be delivered on or before December 2022 subject to force majeure conditions, court orders etc. The delay in handing over of possession in the present case is unintentional as some of the plots in the project in question is under litigation before the Ld. Civil Court, Gurugram and due to the court order, the respondent is not in a position to handover possession to the complainants. Thus, the only recourse and resolution in the present case is of refund of amounts paid by the complainants along with interest in terms of the agreement to sale subject to adjustment of the amount of compensation already paid to the complainants by the respondent.

- h) That the subject project was initially proposed on the land admeasuring 128.4583 acres approximately situated in village Dhunela and Berka, Tehsil- Sohna and District- Gurgaon. It is pertinent to mention that certain landowners i.e. Dharampal & Ors. (Including Jagan Singh, Ajit Singh, Arun, Tarun, and Smt. Santosh Devi) along with other landowners had entered into collaboration agreements with respondent herein for developing their agricultural land situated in the master plan Sohna into plotted colony etc. In terms of collaboration agreements, the respondent obtained licenses i.e. 54 of 2014, 28 of 2016 and 07 of 2020 with respect to aforementioned land as well as other land owned by the respondent and other land-owners.
- i) That due to some dispute amongst the parties, Dharampal, Jagan Singh, Ajit Singh, Arun, Tarun, and Smt. Santosh Devi) ("**Landowners**") have filed a **Civil Suit No. 56 of 2022** titled "**Dharampal & Ors. Vs. St. Patricks Realty Pvt. Ltd.**" before the Hon'ble Commercial Court, Gurugram thereby sought injunction restraining St. Patricks Realty Pvt. Ltd. from alienating any portion of the licensed land under the aforesaid collaboration agreements. The commercial court, Gurgaon vide order dated 04.08.2022 has restrained the respondent from alienating any portion of the suit land regarding which licenses have been granted except in accordance with law and has excluded the shares of Chandiram & other landowners and the said order is still subsisting and is operative against remaining licensed land under the aforesaid collaboration agreements.
- j) That the said civil suit is still pending before the Ld. Civil Court due to which the respondent is not in a position to obtain the completion certificate of some of the plots in the project and handover the possession of said plots to the allottee(s).

- k) That due to the above court order, the respondent is unable to handover the possession of the plot in question and thus, as per the clause 7.1 and clause 9.2 of the agreement executed between the parties, the respondent has no other alternative but to refund the amounts paid along with interest subject to adjustment of the amount of compensation already paid to the complainants. In terms of clause 7.1 and clause 9.2 of the agreement, in case it become impossible to the promoter to complete the project, the promoter is liable to refund the entire amount along with interest.
- l) That due to the aforementioned reasons for inability of the respondent in handing over possession, the respondent, in terms of clause 7.1 and clause 9.2 of the agreement is left to refund the amounts paid by the complainant subject to adjustment of the amount of compensation already paid to the complainants.
- m) That due to inability to deliver the unit to the complainants, the respondent has paid the delay compensation to the complainants for the period of 17 months @ Rs.1,50,000 from June 2023 till October 2024 amounting to Rs. 25,50,000/-. The complainants have accepted the payment to the tune of Rs. 25,50,000/-. Further, the respondent is even ready to refund the entire amount paid by the complainant as per the agreement subject to adjustment of the amount of compensation already paid to the complainants.
- n) That the complaint filed by the complainants is a bundle of lies and the complainants have not approached the Authority with clean hands and true facts. The complainants miserably failed to disclose the fact that the respondents have paid the delay compensation to the complainants for the period of 17 months @ Rs.1,50,000/- from June 2023 till October 2024 amounting to Rs. 25,50,000/-. The complainants have accepted

the payment to the tune of Rs. 25,50,000/- and kept quiet about the same fact.

o) That the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. It is brought to the knowledge of the Authority that the complainant is trying to hoodwink the Authority by placing untrue facts and are attempting to hide the true colour of intention. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. The present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

6. All other averments made in the complaint were denied in toto.
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 based on these undisputed documents made by both 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**

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 allottee 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 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.*

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.I Direct the respondent to handover the physical possession of the unit in habitable condition.**

12. In the present complaint, the grievance of the complainants is that the physical possession has not been handed over by the respondent to the complainant.

13. The respondent has submitted that due to some dispute amongst the parties, Dharampal, Jagan Singh, Ajit Singh, Arun, Tarun and Smt. Santosh Devi have filed a **civil suit no. 56 of 2022 titled "Dharampal & Ors. Vs. St. Patricks Realty Pvt. Ltd."** before the Hon'ble Commercial Court, Gurugram and thereby sought injunction restraining St. Patricks Realty Pvt. Ltd. from alienating any portion of the licensed land under the aforesaid collaboration agreements. The commercial court, Gurgaon vide order dated 04.08.2022 has restrained the respondent from alienating any portion of the suit land

regarding which licenses have been granted except in accordance with law and has excluded the share of Chandiram & Other landowners and the said order is till subsisting and is operative against remaining licensed land under the aforesaid collaboration agreements. Due to the court order, the respondent is not in a position to handover possession to the complainants.

14. The complainants have submitted that the excuse raised by the respondent regarding the injunction order dated 04.08.2022 in "**Dharmapal & Ors. Vs. St. Patricks Realty Pvt. Ltd**" is wholly untenable, as the said litigation was not pre-existing at the time of the sale agreement vide clause 8(i) "*the company warranted to the allottee, the company/land owners has absolute, clear & marketable title with respect to the said land; the requisite rights to carry out development upon the said land including the land for the project.*" (iii) *there are no encumbrances upon the said land or the project except as per laon by the Indusind Bank Limited.*" The injunction order dated 04.08.2022 by "**Dharmapal & Ors.** is personal issue of St. Patricks Realty Pvt. Ltd. and no way affect the buyers as they trusted the terms of clause 8(i) & (iii) of the said agreement. The mention of the injunction at this juncture displays the malafide conduct & intention of the respondent.

15. The Authority observes that litigation is statedly pending before the Learned Civil Court, wherein the respondent has been restrained from alienating any portion of the suit land in respect of which licenses have been granted, except in accordance with law. According to the respondent, the said order also excludes the share of Chandiram and other landowners and continues to remain in force against the remaining licensed land under the aforesaid collaboration agreements. The Authority is of the considered view that the dispute between the landowners and the respondent does not, in any manner, prejudice the statutory rights of the complainant, who is not a party to the said litigation. The complainant cannot be made to suffer

indefinitely due to the fault of the respondent, who allotted the plot to the complainant after assuring that the land was free from all encumbrances. Further, there is no privity of contract between the complainant and the landowners, nor is the complainant a party to the proceedings before the Ld. Civil Court. The Authority further observes that the Occupation Certificate for the project has already been obtained by the respondent. Therefore, the respondent is obligated to offer a similarly situated alternate plot to the complainant at the same price as the original allotment.

**F.II Direct the respondent to pay delayed possession charges from the due date of delivery of possession till the offer of valid offer of possession.**

16. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the Proviso to Section 18(1) of the Act. Section 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."*

17. Clause 7.1 of apartment buyer's agreement provides for handing over of possession and is reproduced below:

***"Clause 7.1***

*The company assured to handover possession of the Unit along with parking (if applicable) as per agreed terms and conditions on or before Dec 2022, however upon receiving the entire payment of Sale Price and other charges as per this Agreement unless there is delay due to "Force Majure", court orders, Government policy/guidelines, decisions, refusal or withdrawal or cancellation or withholding of grant of any necessary approvals by any authority for the said project for any reason other the noncompliance by the Company, non-availability of necessary infrastructure facilities viz. roads, water, power, sewer lines to be provide by government for carrying out development activities, strikes, lock out and industrial disputes affecting the regular development of the real estate project..."*

**18. Admissibility of delay possession charges at prescribed rate of interest:-** The complainant is 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, *ibid*. Rule 15 has been reproduced as under:

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

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

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

19. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. The rate of interest 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., 04.11.2025 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(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*“(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 to them in case of delayed possession charges.

23. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of buyer’s agreement executed between the parties on 30.09.2021, the possession of the booked plot was to be delivered by 31.12.2022. The Authority observes that the Occupation Certificate was granted by the concerned authority on 27.12.2024 but the respondent has failed to offer the possession to the complainants after obtaining the OC. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject plot and it is failure on part of the promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at the prescribed rate of interest i.e., @ 10.85% p.a. w.e.f. 31.12.2022 till the offer of possession plus 2 months or

actual handing over of possession, whichever is earlier as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

**G. Directions issued by 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 functions entrusted to the Authority under section 34(f) of the Act of 2016:

- i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of a delay from the due date of possession i.e., 31.12.2022 till the date of offer of possession plus two months or actual handing over of possession whichever is earlier.
- ii. 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 allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- iii. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- iv. The respondent is directed offer alternate plot to the complainant at the same price as the original allotment
- v. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

vi. The planning branch of the Authority is directed to take cognizance of the fact that part of the project land is under litigation and the Ld. Civil Court has restrained the respondent from alienating any portion of the suit land.

25. Complaint stand disposed of.

26. Files be consigned to the Registry.

  
**(Phool Singh Saini)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

04.11.2025

  
**(Ashok Sangwan)**  
Member