

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

Complaint no. 4281 of 2024
Date of filing of complaint 29.08.2024
Date of Order 08.01.2026

Maulin Puniani and Raman Puniani

Both R/o: H. No. 49-R, Model Town,
Rohtak, Haryana-124001

Complainants

Versus

Imperia Structures Ltd.

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

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Sh. Harshit Batra (Advocate)

Complainants

Sh. Shubham Mishra (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 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottees as per the agreement for sale executed inter se.



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:

Sr. No.	Particulars	Details
1.	Name and location of the project	"The Esfera", Sector 37C, Gurugram
2.	Nature of the project	Group Housing
3.	RERA Registered/ not registered	Registered vide no. 352 of 2017 dated 17.11.2017 valid up to 31.12.2020
4.	Extension of RERA registration	RC/REP/HARERA/GGM/352 of 2017/7(3)/2022/04 dated 30.08.2022 valid up to 30.06.2024
5.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
6.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others
7.	Unit no.	A-1103 (Unit was shifted from F-002 to G-002 and later from G-002 to A-1103) (As per page no. 21 of the complaint)
8.	Unit area admeasuring	2600 sq. ft. (Super area) (As per page no. 23 of the complaint)
9.	Date of agreement regarding change of unit	21.12.2020 (As per page no. 22 of the complaint)
10.	Possession clause	-
11.	Due date of possession	-
12.	Total sale consideration	Rs.1,19,60,000/- (As per page no. 9 of the application dated 11.09.2025 filed by the respondent to place on record certain facts)
13.	Amount paid by the complainant	Rs.35,10,000/- (As per clause 3 of the agreement and receipts annexed at page 24, 26 and 27 of the complaint)
14.	Occupation Certificate	12.07.2024



		(As per page no. 12 of the reply)
15.	Offer of possession	12.07.2024 (As per page no. 11 of the written arguments filed by the respondent on 09.12.2025)
16.	Reminder letter	17.07.2024 (As per page no. 15 of the reply)
17.	Pre-Cancellation notice	17.08.2024 (As per page no. 16 of the reply)
18.	Cancellation letter	02.09.2024 (As per page no. 17 of the reply)
19.	Third party rights created	10.09.2024 (In favor of Mr. Gopal Narayan Pandey and Mrs. Madhulika Pandey) (As per page no. 17 of the written arguments filed by the respondent on 09.12.2025)

B. Facts of the complaint:

3. That the complainants have made the following submissions:

- a) That relying on the assurances, promises, representations and warranties of the respondent, the complainants decided to make a booking in the project having total sale consideration of Rs. 1,17,00,000/- inclusive of GST, other taxes, one covered car parking and club membership.
- b) Thereafter the complainants vide letter dated 19.12.2020 were allotted unit no. A-1103 [previously G-002 (earlier known as F-002)] ad-measuring of 2600 sq. ft. in the project "Esfera" of the respondent situated at Sector 37C bearing registration no. 352 of 2017.
- c) That the project was liable to be completed by 31.12.2020 and its registration is currently lapsed. That till date no offer of possession has been made by the respondent. That at the time of allotment the complainants made a payment of Rs. 11,70,000/- and only thereafter, the agreement was executed on 21.12.2020.



- d) That clause 3 of the agreement, it recognised the payment of Rs. 11,70,000/- made by the complainants and further stipulate that the payment Rs. 23,40,000/- shall be made which in total constitutes 30% of the total sale consideration of the unit. The remaining 70% of the payment had to be made at the time of the offer of possession.
- e) Further, the complainants made the balance payment of Rs. 23,40,000/-. Till date the respondent has failed to execute the builder buyer agreement. That the complainant vide email dated 23.04.2024 informed the respondent regarding the total payment made and requested the respondent to execute the BBA but in vain.
- f) The complainants till date have made a total payment of Rs. 35,10,000/- i.e., 30% of the total sales consideration, however, the respondent has failed to deliver the possession till date.
- g) The complainants made the payment towards the unit as and when demanded by the respondent. Thereafter, the respondent had an obligation to deliver possession within a reasonable period of time. The agreement fails to mention the due date of the possession. The allotment was made vide letter dated 19.12.2020. Accordingly, the respondent was obligated to give possession within 3 years from the date of allotment, i.e., 19.12.2020. Thus, the due date of possession comes out to be 19.12.2023.
- h) In the absence of any agreement for sale and consequently, the ascertainment of the due date of delivery of possession of the unit, a reasonable time should be taken from the date of booking/allotment. It is a settled principle that an allottee cannot be made to wait indefinitely for the delivery of possession of the unit, as has been observed by the



Hon'ble Supreme Court in S.C. Civil Appeal No. 3182/19 Kolkata West International Vs. Devasis Rudra decided on 25/3/19, that, "*It would be manifestly unreasonable to construe the contract between the parties as requiring the buyer to wait indefinitely for possession. A buyer can be expected to wait for possession for a reasonable period.*" Moreover, in a case where there is no ascertainment of the due date of delivery of possession, a reasonable time needs to be taken, as was observed by the Hon'ble Supreme Court in Fortune Infrastructure Vs. Travor D'lima MANU/SC/0253/2018: (2018) 5 S.C.C. 442, in the opinion of which, three years of time was ought to be reasonable.

- i) Since the respondent failed to execute the agreement mentioning the due date of the possession, the complainants cannot be perpetually made to wait for the possession of the unit. In the absence of any agreement for sale and consequently for the ascertainment of the due date of delivery of possession of the unit, a reasonable time should be taken from the date of allotment to be 3 years. The time period of 3 years expired on 19.12.2023. It had been more than 3 years since the allotment; the respondent has miserably failed in executing an agreement and in giving possession of the unit.
- j) The complainants made a payment of 30% towards the unit by 2020 and the rest of the payment was to be made at the time of the offer of possession. The respondent before the acceptance of such amount had an obligation to execute agreement to sell and deliver possession within a reasonable period of time. Accordingly, the respondent was obligated to give possession within 3 years from the date of allotment. Thus, the possession should have been delivered by 19.12.2023.



- k) That it is was only on 12.07.2024 that the respondent has received the occupation certificate. However, till date the respondent has failed to offer any possession to the complainant. While the complainant abided by its end of the bargain and complete payment towards the booking, however, the respondent has failed to complete construction and offer possession within a reasonable time. The respondent made tall promises and assured the innocent complainant that the unit will be delivered in time and the complainant will soon be able to utilise it.
- l) The respondent has delayed the construction and failed to offer a valid possession and compensation for the delay in possession. That the basic obligations of the Act have been miserably violated by the respondent, due to its inordinate delay.
- m) The complainants request for the relief of possession, interest on delayed possession, execution of the agreement and conveyance deed as per sections 11(4)(a), (b) and (f) and 18(1) of the Act which squarely falls within the jurisdiction of the Hon'ble Authority. Hence, the present complaint under Section 31(1) of the Act.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- I. Direct the respondent to grant the possession of the unit.
- II. Direct the respondent to pay delayed possession charges from 19.12.2023 at the rate of MCLR + 2%, that is being a reasonable time as per the holding of Fortune Infrastructure Vs. Travor D'Lima MANU/SC/0253/2018: (2018) 5 S.C.C. 442 and hence accordingly pay interest at the prescribed rate from 19.12.2023 till the actual date of realization of the amount.
- III. Direct the respondent to adjust the delayed possession charges against the remaining amount (if any) to be paid against the unit.
- IV. Direct the respondent to not to charge any arbitrary and illegal charges.



- V. Direct the respondent to execute a conveyance deed as per section 17 of the Act, in favour of the complainants.
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:
- a) That the complainants at their own free will, booked a unit on 10.09.2020 with the respondent, in the project namely 'The Esfera', located at Sector-37C,. Subsequently, a settlement agreement was executed on 21.12.2020, under which the unit was transferred from G-002 to A-1103, subject to the following conditions:
- The complainants would pay 30% of the total sale consideration amount upon execution of the settlement.
 - The remaining 70% of the total sale consideration amount was to be paid after the offer of possession following the issuance of the OC.

That it is also pertinent to mention that a letter was sent dated 19.12.2020 where it was mentioned that the transfer of unit from Phase I to Phase II i.e. Unit G-002 to A-1103 shall take place after obtaining OC for Phase II.

- b) The construction of the said project has already been completed, and the respondent has already procured occupation certificate for the same on 12.07.2024. The respondent has already started giving out physical possession of the said Project way back. It is pertinent to mention herein that the complainants were also sent offer of possession.



- c) That thereafter, a reminder was sent on 17.07.2024 to the complainants to pay the remaining 70% amount as per the agreement dated 21.12.2020. Further another reminder/pre-cancellation notice dated 17.08.2024 was sent by the respondent to the complainants. Despite the reminders, the complainants failed to make the payment, therefore, leading to the cancellation of the unit on 02.09.2024.
- d) That since the unit bearing no. A-1103 was cancelled due to the non-payment, the respondent is no longer in a position to hand over the said unit. However, the respondent is ready to offer possession of the unit bearing No. G-002 (earlier unit) to the complainants, thereby showing cooperative approach.
- e) Nonetheless, the complainants chose to file the present complaint based on misleading information which shows their malicious nature. In view of the aforementioned facts and circumstances, it is therefore, submitted that the present complaint is liable to be dismissed.
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 complainants:

F.I Direct the respondent to provide the possession of the unit.



F.II Direct the respondent to not to charge any arbitrary and illegal charges.

12. The above-mentioned relief(s) sought by the complainants are taken together being inter-connected.
13. In the present complaint, the complainants are seeking possession of the unit allotted to them vide agreement dated 21.12.2020.
14. The counsel for the complainants vide proceedings of the day dated 27.03.2025 brought to the notice of the Authority that originally the complainants were allotted unit no. F-002 which was later changed to G-002 and as per the agreement dated 21.12.2020, 30% payment was to be made at the time of allotment and remaining 70% was to be made at the time of offer of possession. And after taking the booking amount, neither demands have been raised nor any offer of possession has been made by the respondent and hence they are seeking possession of the unit along with delayed possession charges. However, the counsel for the respondent stated that as per the consent letter dated 19.12.2020, the unit of the complainants was shifted from G-002 to A-1103 i.e., from Phase 1 to Phase 2 on the request of the complainants and thereafter the parties entered into the agreement dated 21.12.2020 regarding the same. He further stated that the occupation certificate of the unit of the complainants was received on 12.07.2024 and an offer of possession was also made on 12.07.2024. He further stated that the unit was terminated on 02.09.2024 after issuing a reminder letter dated 17.07.2024 followed by a pre-cancellation letter dated 17.08.2024.
15. On 11.09.2025, the counsel for the respondent has placed an application on record vide which it has been brought on record that offer of possession was made on 12.07.2024 and the complainants have paid an amount of



Rs.35,10,000/- against the sale consideration of Rs.1,19,60,000/- which amounts to 29% of the consideration. Though 30% of the sale consideration has to be paid on booking as per the agreed terms but the same was never objected by the respondent.

16. Further, the authority observes that this is a post RERA matter and the respondent has failed to execute the buyer's agreement as per the model agreement provided in Real Estate Regulation and Development Rules, 2017 in accordance with Section 13(1) of the Act, 2016 the respondent shall not accept a sum more than ten percent of the cost of the apartment, plot or building, as an advance payment or an application fee, from a person without first entering into a written agreement for sale. Whereas, in the instant matter the respondent has taken 29% of the consideration as booking amount, without executing the BBA. The relevant section of the Act is as follows: -

"Section 13. No deposit or advance to be taken by promoter without first entering into agreement for sale.

A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force."

17. The respondent instead of executing buyer's agreement in terms of the Act of 2016, has executed an agreement manifesting transfer of allotment of unit of the complainants from F-002 to G-002 on 21.12.2020, which also does not specify the due date of handing over of possession and is also not as per the model agreement to sell provided under the Act and the Rules, thereby violating the provisions of the Act of 2016.



18. The counsel for the respondent vide proceedings of the day dated 13.11.2025 draws attention of the Authority to the fact that the occupation certificate of the project was received on 12.07.2024 and offer of possession was made to the complainant on 12.07.2024 itself. He further stated that the complainants never came forward to take possession and make payment of outstanding dues despite issuance of multiple reminders for the same. On 17.08.2024, the respondent issued a pre-cancellation letter after issuing a possession letter dated 12.07.2024 which consisted of the details of outstanding dues to be paid by the complainants. Further, on 02.09.2024 the respondent cancelled the unit of the complainants on account of non-payment. Now, the foremost question which arises before the Authority is that whether the cancellation of the unit of the complainants is valid or not?
19. The respondent has cancelled the unit vide cancellation letter dated 02.09.2024 after obtaining occupation certificate from the competent Authority on 12.07.2024 and offer of possession on 12.07.2024 on account of outstanding dues after issuing various reminders and thereafter issuing pre-cancellation letter dated 17.08.2024. The Authority has observed that as per clause 9.3 of the model buyer's agreement for sale of the Rules, 2017, if the allottee continues his/her default for a period beyond 90 days after the notice received from the developer in this regard, the developer may terminate the agreement and cancel the allotment of the unit. In the present complaint, the last demand which was not paid by the complainants was raised on offer of possession dated 12.07.2024 and the unit was cancelled on 02.09.2024 which means the unit was cancelled within 50 days from the date of last unpaid demand. It clearly depicts that the respondent has failed to abide by the terms and conditions of the agreement for sale as prescribed



under the provisions of the Rules, 2017. On consideration of all the submissions made by the parties and documents place on record, the cancellation of the unit stands invalid.

20. Although the offer of possession was made on same day of obtaining occupation certificate i.e., on 12.07.2024 and it was admitted by the complainants during proceedings dated 13.11.2025 that the offer of possession was made on 12.07.2024 but the complainants did not turn up to take the physical possession on payment of outstanding dues. The counsel for the complainants stated during proceedings that the complainants are willing to pay the outstanding dues and to take the possession. Thus, the respondent is directed to reinstate the unit allotted to the complainants within a period of 30 days from the date of this order.

21. Furthermore, in case third-party rights have been established with respect to the said unit, the respondent is directed to allot an alternative unit of equivalent dimensions within the same project and at the original price agreed with the complainants. Further, the possession of the unit shall be handed over to the complainants as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the possession as per Section 19 (10) of the Act, 2016.

F.III Direct the respondent to pay delayed possession charges from 19.12.2023 at the rate of MCLR + 2%, that is being a reasonable time as per the holding of Fortune Infrastructure Vs. Travor D' Lima MANU/SC/0253/2018: (2018) 5 S.C.C. 442 and hence accordingly pay interest at the prescribed rate from 19.12.2023 till the actual date of realization of the amount.

F.IV Direct the respondent to adjust the delayed possession charges against the remaining amount (if any) to be paid against the unit.

22. The above-mentioned relief(s) sought by the complainants are taken together being inter-connected.

23. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —
.....*

*Provided that where an allottee **does not intend to withdraw** from the project, he shall be paid, by the promoter, **interest for every month of delay**, till the handing over of the possession, at such rate as may be prescribed."*

24. Though an agreement dated 21.12.2020 was executed between the parties but it does not contain any possession clause and as per settled law decided by the Hon'ble Supreme Court in the case of "**Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253 /2018**" observed that "*when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.*"

25. In view of the above-mentioned reasoning, the due date of possession has to be calculated from the date of agreement i.e., from 21.12.2020. Therefore, the due date of handing over of the possession of the unit comes out to be 21.12.2023.

26. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are 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, they 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.

27. 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.

28. 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., 08.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

29. 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;"

30. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.
31. 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 of possession is 21.12.2023 but the offer of possession was made on 12.07.2024. 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 the respondent is established. As such the allottees shall be paid, by the promoter, interest for every month of delay from the due date of handing over the possession i.e., 21.12.2023 till offer of possession (12.07.2024) after obtaining occupation certificate plus two months i.e., 12.09.2024 at prescribed rate i.e., 10.80% p.a. as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
32. The respondent is further directed to issue a revised SOA after the adjustment of delayed possession charges. The complainants are directed to the outstanding amount, if any, after the adjustment of delayed possession



charges in next 30 days from the date of issuance of revised SOA. The interest on outstanding amount towards the complainants/allottee shall be levied by the respondent-promoter at an equitable rate of interest.

F.V Direct the respondent to execute a conveyance deed as per section 17 of the Act, in favour of the complainant.

33. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

"17. Transfer of title.-

(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

34. The respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. The authority observes that OC in respect of the project where the subject unit is situated has already been obtained by the respondent promoter from the competent authority on 12.07.2024. Therefore, in view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 60 days



from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the Adjudicating Officer for execution of order.

G. Directions of the Authority:

35. 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 02.09.2024 is bad in eyes of law and hence set-aside and the respondent is directed to reinstate the unit of the complainants within 30 days of this order.
- II. In case third-party rights have been established with respect to the said unit, the respondent is directed to allot an alternative unit of equivalent dimensions within the same project and at the original price agreed with the complainants. Further, the possession of the unit shall be handed over to the complainants as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the possession as per Section 19(10) of the Act, 2016.
- III. The respondent is directed to pay the interest at the prescribed rate i.e. 10.80% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 21.12.2023 till 12.07.2024 i.e., expiry of 2 months from the date of offer of possession (12.09.2024). The



arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.

- IV. 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 complainants are directed to pay outstanding dues, if any, after adjustment of delayed possession charges.
- V. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 60 days from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.
- VII. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants/allottee at any point of time even after



being part of the buyer's agreement as per law settled by
Hon'ble Supreme Court in **Civil Appeal Nos. 3864-
3889/2020** decided on **14.12.2020**.

36. Complaint stands disposed of.

37. File be consigned to the registry.



(Phool Singh Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.01.2026



HARERA
GURUGRAM