BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision: 16.12.2025

NAME OF THE BUILDER		**M/s Green Heights Private Limited**	
PROJECT NAME		**"Bani City Centre" Situated at: Sector M1D, Urban Complex, Manesar Gurugram, Haryana**	
S. No.	**Case No.**	**Case title**	**Appearance**
1.	CR/3904/2024	Anita Rana Vs. M/s Green Heights Projects Private Limited	Shri Garvit Gupta, Advocate (Complainant)
2.	CR/4117/2024	Jagir Singh Vs. M/s Green Heights Projects Private Limited	Shri Harshit Batra, Advocate (Respondent)

CORAM:

Shri Arun Kumar — **Chairman**

Shri Phool Singh Saini — **Member**

ORDER

1. This order shall dispose of the aforesaid both the complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, 'Bani Centre Point' being developed by the same respondent-promoter

i.e., M/s Green Heights Pvt. Ltd. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges and other reliefs.

3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	"Bani City Centre" at Sector M1D, Urban Complex, Manesar Gurugram, Haryana
Project area	2.681 acres
DTCP License No. and validity	59 of 2009 dated 26.10.2009 Valid up to 31.12.2023
RERA Registered or Not Registered	**Registered** Registration no. 187 of 2017 dated 14.09.2017 valid up to 13.09.2019
Possession clause taken from the similar complaint of the same project being developed by the same developer	**2. Possession** *"2.1 The possession of the said* ***Premises shall be endeavored to be delivered by the Intending Seller to the Intending Purchaser by a tentative date of 30.09.2017 with a grace period of six (6) months beyond this date****, however, subject to completion of construction and subject to clause 9 herein and strict adherence to the payment plan and other terms and conditions of this Agreement by the Intending Purchaser. In case the Intending Seller is not able to handover the possession in the aforesaid manner, it shall be liable to pay an interest @9% p.a. for the delayed period beyond the six (6) months grace period, subject to however clause 9 herein and strict adherence to the terms and conditions of this agreement and timely payments being made by the Intending Purchaser in accordance with the payment plan attached as annexure-I. The Intending Seller shall give notice to the Intending Purchaser with regard to the date of handing over of possession, and in the event, the Intending Purchaser fails to accept and take the possession of the said Premises on such date*

	specified in the notice of the possession, the possession of the said Premises shall be deemed to have been taken over by the Intending Purchaser on the date indicated in the notice of possession and the said Premises shall remain at the risk and cost of the Intending Purchaser." *[Emphasis supplied]* *(Page no. 54 of complaint)*
Due date of possession	**31.03.2018** (Note:- the due date of possession is mentioned in the possession clause plus six months grace period is allowed being un conditional)
Occupation certificate	**Not obtained**

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. and size	Date of allotment letter and Execution of BBA and booking application form	Basic/Total Sale Consideration and Total Amount paid by the complainant	Due date of possession and offer of possession
1.	**CR/3904/2024** Anita Rana Vs. M/s Green Heights Projects Private Limited. **DOF:** 23.08.2024 **RR:** 11.04.2025	**FF-076, First Floor** **Super area** 379 sq. ft. (Page no. 22 of Complaint)	**AL:-** 01.12.2014 (Page No. 22 of complaint) **BAF: -** 16.04.2014 (As per annexure-1, at page no. 49 to 58 of reply) **BBA** Not executed	**BSP-** **Rs.26,53,000/-** (As per allotment letter on page no. 22 of complaint Rs.7,000/- * 379 sq. ft.) **AP-** **Rs.8,25,406/-** (As alleged by the complainant at page 20 of complaint)	**Due date:** 31.03.2018 **OOP:** Not Offered
2.	**CR/4175/2024** Jagir Singh Vs. M/s Green Heights Projects Private Limited. **DOF:** 23.08.2024 **RR:** 11.04.2025	**FF-077, First Floor** **Super area** 379 sq. ft. (Page no. 61 of reply)	**AL: -** 01.12.2014 (Page No. 61 of the reply) **BAF: -** 24.04.2014 (As per annexure-1, at page no. 51 to 60 of reply)	**BSP-** **Rs.26,53,000/-** (As per allotment letter on page no. 61 of reply Rs.7,000/- * 379 sq. ft.) **AP-** **Rs.8,25,686/-**	**Due date:** 31.03.2018 **OOP:** Not Offered

			BBA Not executed	(As alleged by the complainant at page 21 of complaint)	

The complainant herein is seeking the following reliefs:

1. Direct the respondent to pay interest for every month of delay at the prevailing rate of interest from 30.03.2018 till actual handing of the possession.
2. Direct the respondent to handover the possession of the unit, in a habitable state, after obtaining the Occupation Certificate from the concerned authorities.
3. Direct the respondent to execute a commercial buyer's agreement with the complainant as per the HARERA Rules 2017
4. Direct the respondent to execute the conveyance deed of the unit in favour of the complainant.
5. Direct the respondent to not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the agreement.
6. To imposed penalty to the builder on account of various defaults and illegalities under the Act, 2016 and the same be ordered to be paid to the complainant.

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

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received
AL	Allotment letter
BBA	Builder Buyer's Agreement
BAF	Booking Application Form
DPC	Delayed possession charges
TSC	Total sale consideration
AP	Amount paid by the allottee/s
OOP	Offer of possession

4. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case ***CR/3904/2024 titled as "Anita Rana Vs. M/s Green Heights Private Limited"*** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

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

CR/3904/2024 titled as "Anita Rana Vs. M/s Green Heights Private Limited"

S. No.	Particulars	Details
1.	Name of the project	"Banni Centre Point"

2.	Location of the project	Sector-M1D, Urban Complex, Village-Nakhnaula, Sector-M-1D, Tehsil-Manesar, Gurugram.
3.	Nature of the project	Commercial Colony
4.	Project area	2.681 acres
5.	DTCP license no.	59 of 2009 dated 26.10.2009 Valid up to 12.09.2020
6.	Name of licensee	Paradise System
7.	Registered/not registered	Registered Vide registration no. 187 of 2017 dated 14.09.2017 Valid up to 13.09.2019
8.	Booking application form	16.04.2014 (As per annexure-1, at page no. 49 to 58 of reply)
9.	Provisional allotment letter	01.12.2014 (Page no. 22 of the complaint)
10.	Commercial Space no.	FF-076, First Floor (Page no. 22 of complaint)
11.	Area of the unit	379 sq. ft. [Super Area] (Page no. 22 of complaint)
12.	Commercial Space Buyer's Agreement	Not executed
13.	Possession clause taken from the similar complaint of the same project being developed by the same developer.	**2. Possession** 2.1 ***The possession of the said premises shall be endeavored to be delivered by the intending seller to the intending purchaser by a tentative date of 30.09.2017 with a grace period of six (6) months beyond this date***, however, subject to compaction of construction and subject to clause 9 herein and strict adherence to the payment plan and other terms and conditions of this agreement by the intending purchaser.

		(Page no. 43 of the complaint)
14.	Due date of possession	**31.03.2018** [Note: - As mentioned in the buyer's agreement plus 6 months grace period]
15.	Basic sale consideration	Rs.26,53,000/- [As per allotment letter on page no. 22 of complaint Rs.7,000/- * 379 sq. ft.]
16.	Total amount paid by the complainant	Rs.8,25,406/- (As alleged by the complainant at page 20 of complaint)
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint

6. The complainant has made following submissions in the complaint: -

a) That the respondent offered for sale units in a commercial complex known as '*Baani Centre Point*' which claimed to comprise of commercial units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector M1D, Gurugram, Haryana. The respondent also claimed that the DTCP, Haryana had granted license bearing no. 59 of 2009 on a land area of about 2.681 acres in Village Lakhnaula, Tehsil Manesar, and Gurugram to its associates companies for development of a commercial colony in accordance with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder in 1976.

b) That the complainant received a marketing call from the office of respondent in the month of January, 2014 for booking in commercial project of the respondent. The complainant had also been attracted towards the aforesaid project on account of publicity given by the respondent through various means like various brochures, posters, advertisements etc. The complainant visited the sales gallery and consulted with the marketing

staff of the respondent. The marketing staff of the respondent painted a very rose picture of the project and made several representations with respect to the innumerable world class facilities provided by the respondent in their project. The assurances and representations made by the respondent, decided to book a commercial unit in the project as the complainants required the same in a time bound manner for their own use. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the possession of the commercial unit to be allotted to the complainant would be positively handed over within the agreed time frame. The representatives of the respondent that the payment plan in question would be 'construction Linked Plan'. The complainant signed several blank and printed papers at the instance of the respondent who obtained the same on the ground that the same were required for completing the booking formalities.

c) That vide provisional allotment letter dated 01.12.2014 i.e., almost after more than 6 months from the date of first payment, the respondent allotted a Unit bearing no. FF-076, First Floor admeasuring 379 sq. ft. At the time of allotment, it was promised and assured by the respondent to the complainant that the unit would be handed over to the complainant by 30.09.2017. After allotment of the unit by the respondent, the respondent raised the demand dated 01.12.2014 towards the installments against 'Commencement of work at site'. The complainant believing on the said payment demand to be correct, paid the demanded amount without any delay.

d) That despite several efforts made by the complainant, the respondent failed to communicate with the respondent with respect to the status of the construction of the project and failed to execute the agreement in question.

The respondent subsequently kept on raising the payment demands, from the complainant and the complainant continued to make the said payments as and when demanded by the respondent without any delays or defaults. However, no construction update was ever given to the complainant by the respondent. He understood that the representations made by the respondent at the time of booking of handing over the physical possession of the unit was nothing but misleading as even after 3 years of booking, the construction of the unit was nowhere near completion and even the basic requirement of any allotment i.e., the buyer's agreement was not even executed.

e) That the complainant always wanted to inspect the location of the allotted unit and had requested the representatives of the respondent several times in meetings and through telephonic conversations to allow her to do the same. However, the respondent kept on making excuses and did not allow the complainant to inspect the location of the unit in question.

f) That the complainant visited the project site of the respondent in the month of December, 2015 to enquire about the construction status and execution of the agreement in question. The complainant was finally allowed to inspect the project site and she was in complete shock to see that the payment demands being raised were not at all corresponding to the actual ground reality. It was evident that the respondent had demanded the payment only to somehow illegally extract the amount from the complainant when in reality, no such development had even taken place.

g) That the complainant specifically informed to the respondent that she would not make any payment towards the total sale consideration and the remaining payment would be made only after an Agreement which was as per the provisions of the Act, 2016 is executed with her by the respondent.

However, the respondent no heed to the requests and concerns of the complainant and despite the said requests, the respondent failed to execute an agreement with the complainant.

h) That vide its letter dated 25.01.2016, the respondent informed the complainant that the respondent was in the process of finalizing the buyer's agreement and would be soon sent to the complainant for execution and the same would be executed with the complainant before May, 2016. However, no such agreement was ever received by the complainant from the respondent. The complainant made vocal her objections to the arbitrary and wrong acts of the respondent. The complainant again visited the office of the respondent and clearly and specifically intimated to the respondent that she would not be making any payment unless and until the Agreement for the said unit was sent and executed between the parties. It was assured by the respondent that all the needful would be done and that an agreement would be shared with the complainant soon.

i) That as per Section 13 of the Act, 2016, the respondent could not have even demanded any payment of more than 10% of the total sale consideration prior to the execution of the agreement in question and hence the demand letters as mentioned above are null, void being against the law. The complainant repeatedly requested the respondent for execution of a commercial space buyer's agreement. The respondent vide its letter dated 30.12.2016 intimated to the complainant that it is executing the agreement with respect to the unit in question. However, to the surprise of the complainant, no copy of the agreement formed part of the letter dated 30.12.2016.

j) That although the agreement for the said unit was never shared with the complainant by the respondent but on the basis of the terms of the

agreement as executed between the respondent and a similarly placed allottee, it is clear that the respondent miserably failed to abide by its obligations towards the said project in question. The respondent/promoter has even failed to perform the most fundamental obligation of the agreement which was to handover the possession of the commercial within the promised time frame, which in the present case has been delayed for an extremely long period of time.

k) That as per clause 2.1 of the agreement executed between the respondent and a similarly placed allottee, the possession of the unit was to be handed over by the respondent by 30.09.2017 with a grace period of six months.

l) That since the time period to handover the possession stated by the respondent in the commercial space buyer's agreement executed between the respondent and a similarly placed allottee had lapsed and on account of non-execution of the agreement for the said unit, the complainant requested the respondent telephonically, and by visiting the office of the respondent to update them about the date of handing over of the possession and about the execution of the agreement in question. The representatives of the respondent assured the complainant that the possession of the unit would be handed over to her very shortly as the construction was almost over. The respondent has continuously been misleading the allottees including the complainant by giving incorrect information and timelines within which it was to hand over the possession of the unit to the complainant.

m) That the complainant specifically made it clear to the respondent that she will not be making any more payments to the respondent against the said unit till the time an agreement is executed between the complainant and the respondent. The respondent had admitted its fault and again assured the

complainant that the said agreement would be executed between the complainant and the respondent soon. However, the respondent continued to send reminders demanding more payment from the complainant. It is pertinent to mention here that it is evident from the said reminders as sent by the respondent that the complainant had paid an amount of Rs.8,25,406/- out of the total sale consideration of Rs.33,33,895/-. Moreover, the fact that no intimation regarding the application for the grant of the occupation certificate was given by the respondent to the complainant speaks about the volume of illegalities and deficiencies on the part of the respondent/promoter. There is inordinate delay in developing the project well beyond what was promised and assured to the complainant.

n) That the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 76 months calculated up to August, 2024 and till date the possession of the allotted unit has not been offered by the respondent to the complainant. The non-completion of the project is not attributable to any circumstance except the deliberate lethargy, negligence and unfair trade practices adopted by the respondent /promoter.

o) That the project is an ongoing project and hence falls under the first proviso to Section 3(1) of the 2016. The complainant believe that no occupation and completion certificate has been issued for the project in question till date and hence this project falls clearly under the jurisdiction of this Authority. The respondent in utter disregard of its responsibilities has left the complainant in the lurch and the complainant has been forced to chase the respondent for seeking relief.

p) That the cause of action for the present complaint is recurring one on account of the failure of the respondent to perform its obligations within

the agreed time frame. The cause of action again arose when the respondent failed to hand over the possession and compensation for delay on its part and finally about a week ago when the respondent refused to compensate the complainant with the delayed possession interest amount and compensation. The complainant reserves his right to approach the appropriate forum to seek compensation.

C. Relief sought by the complainant

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

I. Direct the respondent to pay interest for every month of delay at the prevailing rate of interest from 30.03.2018 till actual handing of the possession.

II. Direct the respondent to handover the possession of the unit, in a habitable state, after obtaining the occupation certificate from the concerned authorities.

III. Direct the respondent to execute a commercial space buyer's agreement with the complainant as per the Rules of 2017.

IV. Direct the respondent to execute the conveyance deed of the unit in favour of the complainant.

V. Direct the respondent to not raise any payment demand, in violation of the provisions of the Act, 2016 and/or contrary to the terms of the agreement.

VI. To imposed penalty to the builder on account of various defaults and illegalities under the Act, 2016 and the same be ordered to be paid to the complainant.

8. 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

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

I. That the commercial relationship between the parties revolves around a commercial unit in the project. Upon gaining knowledge of the project, the complainant herein apply for a provisional unit in the project by submitting an application form dated 16.04.2014. That the terms of the booking were

categorically, willing and voluntarily agreed by the complainant. The said request for allotment was accepted by the respondent and allot a provisional unit tentative bearing number FF-076, tentatively admeasuring 379 sq. ft. was allotted to the complainant through allotment letter dated 01.12.2014. Thereafter, the respondent requested for details of allottees for execution of the buyer's agreement and upon the same being provided, the copy of the commercial buyer's agreement was sent to the complainant vide letter dated 11.11.2016 and 31.12.2016. However, due to the best reasons known to them the same has not been returned to the respondent till date. The respondent, as a gesture of goodwill sent a reminder letter dated 21.08.2019 for submission of the commercial buyer agreement, however, the complainant failed to deliver the signed copy of the said agreement for its due execution.

II. That from the beginning of the implementation of the project, there have been various intervening circumstances, beyond the control and apprehension of the respondent that have affected this commercial relationship between the parties. For ease of reference all the factors and events having a direct effect on the project have been delineated herein below.

Category I	*Period between 06.04.2004 and 23.04.2015*	*The events that transpired under this category show that there was not one event that could have been pre-conceived by the Respondent and neither was there any event/default on part of the Respondent that has led to the subsequent stay and the departmental delays.*
Category II:	*Period between 24.04.2015 and 13.03.2018 (hereinafter referred to as Zero Period I)*	*Due to the pendency of the proceedings before the Hon'ble Supreme Court, a stay was affected over the project land, however, permission was granted to Paradise to approach DTCP to seek clarifications qua the applicability of stay over the project in question. During this time, the company was in constant follow up with DT P (enforcement) with respect to grant of necessary permissions concerning the project.*
Category III:	*Period Between 14.03.2018 and 12.10.2020*	*After the removal of the stay by the Hon'ble Supreme Court, continuous follow ups were made by the Respondent regarding the grant of pending permissions. The Respondent herein is seeking the grace of this period as the entire time was utilised in following up with the concerned departments.*

Category IV:	*Period Between 13.10.2020 – 21.07.2022 (hereinafter referred to as the Zero Period II)*	*The Project was under injunction by the Hon'ble Supreme Court due to an application filed by HSIIDC.*
Category V:	*Period from 22.07.2022 till Date*	*The Respondent is seeking the benefit of this period as a grace period from this ld. Authority. The entire list of events ex facie show that the Respondent has been left at the mercy of the competent department and has been entangled in the procedural requirements and departmental delays due to no fault whatsoever on part of the Respondent.*

III. That the project land had become a part of certain land acquisition proceedings by the State. The following detailed list of dates, shows the detailed events that have transpired relating such land acquisition proceedings, within the period falling in the aforesaid categories:

S. No.	***CATEGORY***	***DATE***	***EVENTS***
1	***CATEGORY I:*** *The events that transpired prior to the effect of the Hon'ble Supreme Court's orders over the Project. This shows the required permissions for the project were obtained in a timely fashion.*	*06.04.2004* *07.04.2024*	*Paradise Systems Pvt. Ltd. purchased 2.681 acres of land in the village Lakhnaula by registered sale deeds, hence Paradise Systems Pvt. Ltd. is the landowner of the project in question (hereinafter referred to as "**Paradise**")*
2		*27.08.2004* *24.08.2007*	*A notice was issued by Haryana Govt, industries Department under Section 4 of Land Acquisition Act, 1894 for acquiring land admeasuring 912 acres 7 Marlas from village Manesar, Lakhnaula and Naurangpur, Tehsil & Dist Gurugram for setting up Chaudhari Devi Lal Industrial Township. Paradise's Land fell under the above mentioned 912 acres.* *The land acquisition proceedings were withdrawn by the State Government on 24.08.2007*
3		*09.09.2007*	*Paradise entered into a collaboration agreement with the erstwhile developer - Sunshine Telecom Services Pvt. Ltd. Paradise granted the 'absolute developmental right' of land for construction of commercial office space to Sunshine.*
4		*20.09.2007*	*Haryana State Industrial & Infrastructure Development Corporation (hereinafter referred to as the "**HSIIDC**") proposed to constitute an Inter Department Committee to submit a report with recommendations regarding issuance of fresh acquisition.*
5		*26.10.2009*	*Paradise had obtained license for of land measuring 2.681 acres situated at village Lakhnaula Manesar M1D, from the Town and Country Planning Department, Govt. of Haryana (hereinafter referred to as the "**DTCP**") vide License No. 59/2009 dated 26.10.2009, being valid up to 25.10.2013. The license was granted for the development of the Project in question.*

6		29.01.2010	The report of the interdepartmental committee was submitted and the said report was duly endorsed by HSIIDC. The State Government in Industries and Commerce Department decided to close the acquisition proceedings in view of the recommendations of the Inter Departmental Committee.
7		30.03.2013	Paradise alleged that Sunshine did not adhere to the terms of the collaboration agreement. Paradise claims to have refunded all amounts received by it and annulled that transaction by deed dated 30.03.2013.
8		30.03.2013	Paradise thereafter entered into a collaboration agreement with Green Heights projects Pvt. Ltd. (the **Respondent** herein) for the development of the Project in question.
9		22.05.2013	The bonafide of the Respondent is evident from the fact that in order to comply with the then applicable guidelines and regulations, the Respondent paid the entire External Development Charges and Internal Development Charges (EDC & IDC) to the DTCP.
10		01.04.2014	Paradise was granted the NOC for Height clearance from the Airports Authority of India.
11		23.07.2014	The building plans for the development of the Project in question were approved by DTCP.
12		17.10.2014	Environment clearance was granted for construction of the commercial project in question.
13	***CATEGORY II:*** *ZERO PERIOD I* *Due to the pendency of the proceedings before the Hon'ble Supreme Court, a stay was affected over the project land, however, permission was granted to Paradise to approach DTCP to seek clarifications qua the applicability of stay over the project in question. During this time the company was in constant follow up with DT P (enforcement) with respect to*	24.04.2015	The said Land became the subject of the proceedings before the Hon'ble Supreme Court in a case titled Rameshwar & Ors. vs. State of Haryana & Ors. bearing Civil Appeal No. 8788 of 2015. The Hon'ble Apex Court, vide its order dated 24.04.2015 in the Rameshwar Case, stayed the construction on the said land with effect from 24.04.2015, which was eventually affected till 12.03.2018. Notably, on 24.04.2015, the Project land, inter alia, became the subject land in the legal proceedings in the Rameshwar Case.
14		27.04.2015	Pursuant to the directions passed by the Apex Court, the DTCP directed all Owners/Developers to stop construction in respect of the entire 912 Acres of land which included our Real Estate Project Baani Center Point vide letter dated 27.04.2015.
15		21.08.2015	Paradise approached the Hon'ble Supreme Court of India for the clarification of the stay order as to whether order dated 24.04.2015 was applicable to the land and license no. 59 of 2009. Paradise contended that their land was distinct from the land involved in the Rameshwar case. The Hon'ble Supreme Court directed Paradise to seek clarifications from DTCP, designating the DTCP as the appropriate authority to issue orders in the matter.

16	grant of necessary permissions concerning the project.	25.08.2015 08.01.2016	Paradise approached DTCP on 25.08.2015 for clarification and stated that the land owned by Paradise doesn't fall within the ambit of the Rameshwar case. Paradise had also issued a reminder dated 08.01.2016 to DTCP for the clarification being sought.
17		15.01.2016	In the meanwhile, the permissions and approvals, previously granted qua the project had expired and hence, Paradise had also requested DTCP for renewal of the permissions. Paradise also submitted an application for transfer of license and change in developer, in favour of Green Heights Projects Pvt. Ltd.
18		20.04.2016	That Paradise approached DTCP vide various representations however DTCP did not take any decision as the matter was pending in the Supreme Court. It was further represented by DTCP that the original files in respect of land portions of entire 912 acres have been taken by Central Bureau of Investigation (hereinafter referred to as the **"CBI"**) of all the projects and till original files are returned by CBI, DTCP will not be in a position to provide clarification in respect of various representations.
19		13.09.2016 (receiving dated 14.09.2016) 21.10.2016 (receiving dated 25.10.2016) 01.02.2017 (Received on 02.02.2017)	Paradise again wrote to DTCP to retrieve the original files from CBI. It was informed that in the writ petition filed seeking retrieval of the original files, directions for handing back of the original files as already passed. It was requested that such retrieval be done and DTCP should process the pending application for renewal and transfer of License and sanction of revised building plans. Due to the non-action part of DTCP, multiple reminders and representations were written by Paradise with a bonafide attempt towards the completion of the project.
20		27.03.2017	Paradise then approached Punjab and Haryana High Court for directions to CBI to handover original files in respect of the project of Green Heights and the High Court by order dated 27.03.2017 noting the handover.
21		09.05.2017	Paradise approached DTCP to issue BR-III for revised building plans stating that the conditions of the in-principle approval have been complied with.
22		07.08.2017	Paradise again approached DTCP to issue BR-III for revised building plans.
23		2015-2017	Despite various efforts and representatives DTCP did not clarify about the status of land and license of Paradise thus the order of the Supreme Court de-facto remained applicable on the said project.

24		14.09.2017	After the implementation of the RERA Act, the Real Estate Project Baani Center Point was registered under RERA Act 2016 and Haryana RERA Rules 2017. The project was registered on 14.09.2017 vide registration no. 187 of 2017.
25		23.10.2017	Paradise wrote to DTCP detailing all the facts and events that have led to the present situation and again requested the DTCP to issue BR-III revised building plans. It was also highlighted that the delay in issuance of BR III is also delaying the service plan estimates and fire scheme approvals.
26		27.11.2017	Paradise requested DTCP to consider the period during which the no construction order is in frame, as the cooling period and extend the license accordingly.
27		15.12.2017	DTCP wrote to Paradise that the final approval for sanction of building plans on BR-III will be issued only after the Hon'ble Supreme Court of India removes the restrictions imposed for not raising further construction in the area.
28		12.03.2018	The stay of supreme court was lifted and the project Baani Center Point was not included in tainted projects.
29	**CATEGORY III:** After the removal of the stay by the Hon'ble Supreme Court, continuous follow ups were made by the Respondent regarding the grant of pending permissions. The Respondent herein is seeking the grace of this period as the entire time was utilised in following up with the concerned departments	14.03.2018	Paradise wrote to DTCP that the order dated 12.03.2018 has clarified that lands transferred/purchased prior to 24.08.2004 are not governed by the directions being given by Hon'ble Supreme Court which only pertain to lands transferred/purchased between the period from 27.08.2004 till 29.01.2010 only. The land owned by Paradise stands excluded from the dispute as the land was purchased on 06.04.2004 and 07.04.2004. Paradise requested DTCP to consider the period as Zero Period and requested for the renewal of the license and issue BR-III.
30		23.07.2018	Paradise approached DTCP for renewal of license to begin construction which was granted to them on 23.07.2018. That while renewing the license the entire period of 24.04.2015 till 12.03.2018 was exempted as Zero period by DTCP.
31		01.07.2019	The HSIIDC filed an application in the Hon'ble Supreme Court of India dated 01.07.2019 in the matter of Rameshwar & Ors. Vs. State of Haryana & Ors. to include the land of Paradise developed by Green Heights in the award dated 26.08.2007, being Application for Clarification of Final Judgment dated 12.03.2018 passed by the Supreme Court.

32		31.08.2019 13.09.2019	DTCP has passed an order dated 31.08.2019 stating that the renewal and transfer of license of Paradise and approval of revised building plan will be processed only after clarification is given by the Hon'ble Supreme Court on the application filed by HSIIDC. The intimation of this order was received from DTCP vide letter dated 13.09.2019.
33	**CATEGORY IV:** **ZERO PERIOD II** The Project was under injunction by the Hon'ble Supreme Court due to an application filed by HSIIDC	13.10.2020	The Hon'ble Supreme Court through its order dated 13.10.2020 granted injunction on further construction and creating third party rights of projects to the said case including project Baani Center Point.
34		21.07.2022	Through the judgment dated 21.07.2022 in Rameshwar Case, the stay on construction was cleared by the Hon'ble Supreme Court of India with directions to Green Heights for payment of Rs. 13,40,50,000/- (Rupees Thirteen crores forty lakhs and fifty thousand only) as additional cost of land payable to HSIIDC @ Rs. 5 crores per acre. This order was passed by the Hon'ble Supreme Court after considering the development status of the project, amount received from the allottees, and to protect the interest of the allottees.
35	**CATEGORY V:** The Respondent is seeking the benefit of this period as a grace period from this ld. Authority. The entire list of events ex facie show that the Respondent has been left at the mercy of the competent department and has been entangled in the procedural requirements and departmental delays due to no fault whatsoever on part of the Respondent.	25.07.2022 (Receiving dated 26.07.2022) 04.08.2022 (Receiving dated 05.08.2022)	Paradise approached DTCP to issue BR-III for revised building plans as the land owned by Paradise shall be excluded from the deemed award after depositing a sum of 13,40,50,000/- to HSIIDC. It was highlighted that DTCP had previously (vide its letter dated 15.12.2017) stated that any application of the Project will be processed only after the restrictions imposed by Hon'ble Supreme Court were removed. Due to such acts of DTCP, there had been many delays in getting the necessary permissions. It was intimated that no such restriction is effective now and hence, DTCP was requested to process the following: • Renewal of license no. 59 of 2009; • Application dated 07.09.2020 with request to consider the period between 23.07.2018 till 21.07.2022 as cooling / zero period as no approvals were granted; • BR-III for revised building plans which were approved on 22.02.2017 • Grant of approval of transfer of license and change of developer
36		04.08.2022	Green Heights filed an application for extension of the RERA registration under section 7 sub clause 3 dated 04.08.2022 which is awaited.

37		16.11.2022 14.12.2022	*In complete compliance of the order passed by the Hon'ble Supreme Court, and with an intent to complete the development of the Project, Green Heights projects Pvt. Ltd. paid the amount ₹ 13,40,50,000/- from its own resources on 16.11.2022 and requested for confirmation of such compliance.* *HSIIDC wrote to Green Heights confirming the amount 13,40,50,000/- received in HSIIDC account and that Green Heights has complied with the orders of Hon'ble Supreme Court.*
38		15.12.2022 (Receiving dated 16.12.2023)	*Paradise approached DTCP to issue BR-III for revised building plans as the sum of 13,40,50,000/- was deposited by Green Heights to HSIIDC and now the land was excluded from the deemed award.*
39		05.01.2023 (Receiving dated 11.01.2023)	*Paradise approached DTCP to process the pending applications for transfer of license.*
40		02.09.2023 (Receiving dated 04.09.2023)	*Paradise again approached DTCP to process the pending applications for renewal and transfer of license and issuance of BR-III.*
41		03.10.2023	*Paradise vide letter dated 03.10.2023 again approached for renewal of license no. 59 of 2009 and grant of approval for transfer of license and change of developer.*
42		17.10.2023 23.10.2023	*DTCP renewed the license no.59. of 2009 up to 21.01.2025. DTCP granted Zero Period from 23.07.2018 to 21.07.2022. BR III was also issued.*
43		31.10.2023	*Paradise vide letter dated 31.10.2023 again approached DTCP for grant of pending approval of transfer of license no. 59 of 2009 and change of developer.*
44		20.02.2024 04.04.2024	*The Hon'ble Supreme Court had directed the enforcement directorate to inquire about the projects falling within the purview of the subject matter. While following up from DTCP, it came within the knowledge of Green Heights Projects Pvt. Ltd. that DTCP is awaiting clearance from the enforcement directorate before proceeding towards the grant of pending permissions.* *Taking matters in its own hands, Green Heights Projects Pvt. Ltd. approached the enforcement directorate seeking a closer report.*

45		15.04.2024 17.05.2024 (Receiving dated 20.05.2024) 03.06.2024	*Paradise has been approaching DTCP, time and again, seeking the issuance of the pending permission for change of developer and transfer of license. Highlighting the urgency of the matter, it was informed that the project has been completed and around 400 customers are awaiting the possession.* *As part of the proactive approach of the company, Paradise also conveyed DTCP of the relevant email ids that need to be addressed while seeking clarifications from the enforcement directorate.*
46		26.11.2024	*Paradise again wrote to DTCP. It was highlighted that while DTCP allowed the BR III on 26.10.2023 and had also renewed the license, no further approvals were granted. It was highlighted that the project is complete and requested for grant of pending approvals.*
47		As on date	*The approval for transfer of license and change of developer is pending at the department's end, due to no fault of the Respondent or Paradise.*

IV. That the entire project, along with other land parcels, were entangled with the land acquisition proceedings, as noted above. However, at every stage and instant, the respondent had, communicated the complainants of all the updates of the matter. For instance, reference may be given to the letters dated 26.03.2021, 26.07.2022, and 06.12.2022 which show that the respondent had duly informed the complainants about the injunction over the project, the resumption of the construction works, and the imposition of additional fee of Rs.13.405 crore upon the respondent. Hence, no interest can be sought at this stage on such a ground, over which, acquiescence of the customer has already been noted.

V. That the buyer's agreement has not been executed between the parties, since the signed copy of the same has never been returned by the complainant, despite having received the reminders from the complainant in that regard, due to the best reason known to the complainant alone. Both the parties are bound to adhere to the terms of the application form, of which, clauses 16 and 17 pertain to handover of possession, however, no specific date of handover has been agreed between the parties.

VI. That at the sake of repetition, the Hon'ble Supreme Court in the matter titled ***Rameshwar & Ors. vs. State of Haryana & Ors.*** bearing Civil Appeal No. 8788 of 2015 vide its order dated 24.04.2015 stayed the construction on the project land for the period between 24.04.2015 till 12.03.2018. That in lieu of the same, DTCP on 23.07.2018, exempted the period from 24.04.2015 till 12.03.2018 as 'Zero Period I'. That the said period of Zero Period I amounts to a period of 1054 days.

VII. That although the project land was freed by the Hon'ble Supreme Court in *Rameshwar (Supra)*, however, HSIIDC filed an application seeking clarification and inclusion of project land in the Award. During this period, the Hon'ble Supreme Court had again effective an injunction on further construction from 13.10.2020. The said application was dismissed with directions of payment of Rs.13.405 Cr to HSIIDC vide order dated 21.07.2022. Considering all the facts, the DTCP renewed License No. 59 of 2009 up till 21.01.2025 and granted '***Zero Period II***' for the period of 23.07.2018 to 21.07.2022. That the said period of Zero Period II amounts to a period of 1460 days.

VIII. That the concept of force majeure is not codified; however, it is of essence to note that even the Authority considers the period of force majeure under the Model RERA Agreement. Clause 7.1 of Annexure A of the Haryana Real Estate (Regulation and Development) Rules, 2017 exempts the promoter from such charges in cases of delay attributable to force majeure events, court orders, or government policies. The imposition of the aforementioned zero periods by the DTCP and Supreme Court orders unequivocally falls within these exemptions, thereby absolving the respondent from liability for delayed possession charges.

IX. Hence, adding such time period (2514 days) to the tentative due date (30.12.2019), the date comes out to be 17.11.2026 that the said date has not

been crossed yet and hence the complaint filed by the complainants is pre-mature. That the section 18 (1)(b) of the Act allows that the relief of delayed possession charges arises only in case of failure of the promoter to deliver the project/unit in accordance with the promised timelines.

X. That apart from the requirement of the permissions, as noted above, the real estate industry faced other force majeure circumstances from 2015 to 2023. That all these circumstances come within the meaning and ambit of the force majeure circumstances and benefit, it is comprehensively established that a period of 497 days was consumed on account of circumstances beyond the power and control of the respondent, owing to the passing of Orders by the statutory authorities and the Covid-19 pandemic. That the Hon'ble Haryana Real Estate Regulatory Authority, Gurugram granted 6 months extension for all ongoing projects vide Order/Direction dated 26th of May, 2020 on account of 1st wave of COVID-19 Pandemic. It is pertinent to mention herein that the Hon'ble Haryana Real Estate Regulatory Authority, Panchkula had decided to grant extension of 3 months in addition to waiver granted during first wave of COVID Pandemic from 1st of April 2021 to 30th of June 2021 considering the 2nd wave of COVID-19 as a Force Majeure event.

XI. That, if a party is unable to fulfil a duty or obligation due to circumstances beyond their control, without any fault on their part, the law generally excuses them. Therefore, applying the above legal principle to the instant case, the respondent's inability to meet contractual obligations is indeed a result of the force majeure event zero periods, and they had no control or anticipation of such an event. In essence, the respondent's situation falls within the scope of "impotentia excusat legem," and it should be acknowledged that their inability to perform does not constitute a 'default' under the contract.

10. 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

11. 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

12. 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 purposes 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 a complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

> ***"Section 11....***
> *(4) The promoter shall-*
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
>
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder."*

14. 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 the objections raised by the respondent.

F.I Objection regarding delay due to force majeure circumstances.

15. The respondent took a plea that as per the Clause 9 - Force Majeure of the Space Buyer Agreement "The intending seller shall not be held responsible or liable for failure or delay in performing any of its obligation or undertakings as provided for in this agreement, if such performance is prevented, delayed or hindered by an act of god, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union, change of Law, new legislation, enactment, court orders, delays in Government approval, change of Law, new legislation, enactment, court orders, delays in government approval, Act of Government or intervention of Statutory Authorities or any other cause not within the reasonable control of the Intending Seller". Therefore, as the project "Baani Centre Point" was under stay orders of the Hon'ble Supreme Court of India for 7 years 3 months (24.04.2015 to 21.07.2022) which was beyond the respondent's reasonable control and because of this no construction in the project could be carried. Hence, there is no fault of the respondent in delayed construction which has been considered by DTCP and the Authority while considering its applications of considering zero period, renewal of license and extension of registration by the Authority.

16. Due to reasons stated hereinabove it became impossible to fulfil contractual obligations due to a particular event that was unforeseeable and unavoidable by the respondent. It is humbly submitted that the stay on construction order by the Hon'ble Supreme Court is clearly a "Force Majeure" event, which automatically extends the timeline for handing over possession of the unit. The intention of the Force Majeure clause is to save the performing party from

consequences of anything over which he has no control. It is no more res integra that force majeure is intended to include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of such party to perform its obligations, as where non-performance is caused by the usual and natural consequences of external forces or where the intervening circumstances are specifically contemplated. Thus, it was submitted that the delay in construction, if any, is attributable to reasons beyond the control of the respondent and as such the respondent may be granted reasonable extension in terms of the buyer agreement.

17. The Authority is of the view that the pivotal issue arises from the builder's actions during the period between 24.04.2015 to 01.03.2018 in question that is despite claiming force majeure due to external impediments, the builder continued construction activities unabated thereafter concurrently received payments from the allottees. During the period 13.10.2020 to 21.07.2022, there were specific directions for stay on further construction/development works in the said project passed by the Hon'ble Supreme Court of India in M.A No. 50 of 2019 vide order dated 21.07.2022 which was in operation from 13.10.2020 to 21.07.2022 and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, there was no construction carried out in the project nor any demands made by the respondent from the allottees. In view of the above, the promoter cannot be held responsible for delayed possession interest during this period. Therefore, in the interest of equity, no interest shall be payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order of Hon'ble Supreme Court on further construction/development works on the said project.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay interest for every month of delay at the prevailing rate of interest from 30.03.2018 till actual handing of the possession.

G.II Direct the respondent to handover the possession of the unit, in a habitable state, after obtaining the Occupation Certificate from the concerned authorities.

18. The above mentioned reliefs are being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected

19. The complainants have submitted that they booked a unit bearing no. FF-076 on ground floor admeasuring 379 sq. ft. of super area and the same was allotted to them by the respondent via allotment letter dated 01.12.2014. No builder buyer agreement was executed between the parties till date. The respondent undertook to handover possession of the unit to the complainants tentatively by 30.09.2017 along with a grace period of six months. (Possession clause taken from the similar complaint of the same project being developed by the same developer) The complainant has till date made a payment of Rs.8,25,406/- out of the basic sale consideration of Rs.26,53,000/-.

20. The respondent stated that a collaboration agreement dated 30.03.2013 was entered into between M/s Paradise Systems Pvt. Ltd. being the original landholder and M/s. Green Heights Projects Pvt. Ltd., being the developer for the project namely "Baani Center Point". Thereafter, the construction was initiated in the project and during that process a letter was received from Directorate of Town and Country Planning directing to stop the construction in compliance of the Injunction Order from the Hon'ble Supreme Court of India dated 24.04.2015. Thereafter the respondent-builder approached the Hon'ble Supreme Court of India for the clarification of the stay order as to whether it is applicable to the land and license however the Hon'ble Supreme Court directed it to approach DTCP for clarifications. The respondent builder approached DTCP vide various

representations however DTCP did not take any decision as the matter was pending in the Supreme Court. It was further represented by DTCP that the original files in respect of land portions of entire 912 acres have been taken by Central Bureau of Investigation of all the projects and till original files are returned back by CBI, DTCP will not be in a position to provide clarification in respect of various representations. The landowner then approached Hon'ble Punjab and Haryana High Court for directions to CBI to handover original files in respect of the project of respondent and the High Court by order dated 27.03.2017 passed appropriate directions. It is pertinent to mention here that between the periods of 24.04.2015 till 12.03.2018, the Hon'ble Supreme Court of India had passed directions in respect of 912 acres of land in 3 villages including the land where the present project (Baani Center Point) is constructed. That vide judgment dated 12.03.2018, the project of the respondent was not included in tainted projects which clearly meant that respondent could commence construction subject to renewal of licenses and other permissions. Shortly after the stay was lifted on 12.03.2018, M/s Paradise Systems Pvt. Ltd. approached DTCP for renewal of license to begin construction which was granted to them on 23.07.2018 and thereafter the respondent has developed the project which is almost complete and was left for some finishing works and interiors. It shall be pertinent to mention that while renewing the license, the entire period of 24.04.2015 till 12.03.2018 was exempted as Zero period by DTCP.

21. Later on, the HSIIDC filed an application in the Hon'ble Supreme Court of India dated 01.07.2019 through M.A. No. 50 of 2019 in the matter of ***Rameshwar Vs. State of Haryana & Ors. CA 8788 of 2015*** being "Application for Clarification of Final Judgment dated 12.03.2018 passed by the Hon'ble Court". It is submitted that the Hon'ble Supreme Court through its order dated 13.10.2020 again

granted an injunction on further construction of projects of the parties to the said case including M/s. Paradise Systems Pvt. Ltd. project of Baani Center Point. The relevant portion of the said order stated that: - *"Pending further considerations, no third-party rights shall be created and no fresh development in respect of the entire 268 acres of land shall be undertaken. All three aforesaid developers are injuncted from creating any fresh third-party rights and going ahead with development of unfinished works at the Site except those related to maintenance and upkeep of the site".* That finally through the recent judgment on 21.07.2022, the stay on the construction was cleared by the Hon'ble Supreme Court of India in ***M.A. 50 of 2019*** in the matter of ***Rameshwar Vs. State of Haryana & Ors. CA 8788 of 2015.***

22. After consideration of all the facts and circumstances, the Authority is of the view that the matter concerns two distinct periods: from 24.04.2015 to 12.03.2018 and from 13.10.2020 to 21.07.2022. The respondent collected payments and executed buyer's agreements during the first period, i.e. 24.04.2015 to 12.03.2018, which indicates their active involvement in real estate transactions.

23. The respondent continued construction activities unabated thereafter concurrently received payments from the allottees during that time. This sustained course of action strongly suggests that the builder possessed the capability to fulfil their contractual obligations despite the purported hindrances. Hence, granting them a zero period for the purpose of completion of the project would essentially negate their involvement and the actions they took during that time. Therefore, it is justifiable to conclude that the respondent is not entitled to a zero period and should be held accountable for their actions during the stay period.

24. However, during the period 13.10.2020 to 21.07.2022, there were specific directions for stay on further construction/development works in the said

project passed by the Hon'ble Supreme Court of India in ***M.A No. 50 of 2019*** vide order dated 21.07.2022 which was in operation from ***13.10.2020 to 21.07.2022*** and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, no construction was carried out in the project nor any demands were made by the respondent from the allottees. In view of the above, the promoter cannot be held responsible for delayed possession interest during this period. Therefore, in the interest of equity, no interest shall be payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.

25. In all the complaints, the allottee intends to continue with the project and is seeking delay possession charges at a prescribed rate of interest on the amount already paid by him as provided under the proviso to Section 18(1) of the Act, which 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."*

26. **Due date of possession**: As per Clause 2.1 of the buyer's agreement, taken from similar case of the same project provides the time period of handing over possession and the same is reproduced below:

> ***".....2.1 Possession***
>
> *The possession of the said premises shall be endeavoured to be delivered by the intending purchaser by tentative date **30.09.2017** with a grace period of 6 months beyond this date subject to clause 9 and completion of construction..."*
>
> *[Emphasis supplied]*

27. Thus, the due date for handing over of possession as per the above mentioned clause was 30.09.2017. Also, the grace period of 6 months being unqualified is granted to the respondent. Therefore, the due date comes out to be 31.03.2018

28. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges till the date of delivery of possession to the complainant. 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.

29. 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, determined by the legislature, is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.

30. 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., 16.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

31. 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.

32. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent which is the same as is being granted to them in case of delayed possession charges.

33. 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. By virtue of clause 2.1 of the agreement executed between the respondent and the allottees of the same project, the due date of possession comes out to be 31.03.2018 including grace period being unqualified.

34. The Authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the unit which is allotted to her and for which he has paid a considerable amount of money towards the sale consideration. Further, the Authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

35. 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 allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 31.03.2018 till valid offer of possession after obtaining occupation certificate from the competent Authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules. The Authority vide order dated 23.07.2024, in case title ***Brahm Singh Yadav and Kulbhushan Yadav Vs. Green Heights Projects Private Limited*** passed by the full bench of the Authority, in the interest of equity, no interest shall be payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court wherein this was explicitly instructed to cease any further development in the project.

36. Further, the respondent is directed to offer the possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupation certificate, after paying the outstanding dues.

G.III Direct the respondent to execute a commercial space buyer's agreement with the complainant as per the Rules of 2017.

37. The relief of execution of commercial space buyer agreement is concerned, the respondent is directed to execute the commercial space buyer agreement which contains proper details as per the agreement to sell prescribed in the Rules of 2017 within a period of 30 days from the date of this order.

G.IV Direct the respondent to execute conveyance deed of the allotted unit in favour of the complainant.

38. In the present complaint, the respondent has not obtained the Occupation Certificate yet. As per Section 11(4)(f) and Section 17 (1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the allottees. Also, as per Section 19 (11) of the Act, 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

39. In view of the above, the respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17 (1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining occupation certificate.

G. V Direct the respondent to not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/or contrary to the terms of the agreement.

40. The respondent/promoter is directed to not to charge anything which is not part of the space buyer's agreement.

G.VI To imposed penalty to the builder on account of various defaults and illegalities under the Act, 2016 and the same be ordered to be paid to the complainant.

41. If a developer fails to comply with the provisions of the RERA Act, including failing to deliver the property on time or not adhering to the declared project details, they are subject to penalties. However, before imposing such a penalty, RERA follows a due process that includes conducting an investigation and a hearing where the developer can present their case.

42. The above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The Authority is of the view that the complainant does not intend to pursue the above relief sought by him. Hence, the authority has not rendered any findings pertaining to the above-mentioned relief.

H. Directions of the authority

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

I. The respondent is to pay interest to the complainants against the paid-up amount at the prescribed rate of interest i.e., 10.80% p.a. for every month of delay from the due date of possession 31.03.2018 till valid offer of possession after obtaining occupation certificate, plus two months or actual handing over of possession, whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules. No interest shall be payable by the respondent and complainant from 13.10.2020 to 21.07.2022 in view of the

stay order Hon'ble Supreme Court on further construction/development works on the said project.

II. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.

III. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. Thereafter, the respondent shall offer possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupation certificate.

IV. The respondent is directed to execute the commercial space buyer agreement which contains proper details as per the agreement to sell prescribed in the Rules of 2017 within a period of 30 days from the date of this order.

V. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 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. No interest shall be payable by the respondent and complainant from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.

VI. The respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17 (1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining occupation certificate.

VII. The respondent-builder is directed not to charge anything which is not part of space buyer's agreement. The respondent is not entitled to charge any amount against holding charges from the complainant/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.

44. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of amount paid along with due date have been specified.

45. Complaint as well as applications, if any, stand disposed off accordingly.

46. Files be consigned to the registry.

(Phool Singh Saini)
Member

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 16.12.2025