

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

Complaint no.	:	552 of 2025
Date of Filing:		17.02.2025
Date of Decision:		14.11.2025

Kaushlesh Kumar

Address at: H. No. 222 P, Sector- 5, Part -6,
Gurugram

Complainant

Versus

M/s Ansal Housing Limited

Corporate office: 2nd floor, Ansal Plaza,
Sector-1, Vaishali, Ghaziabad (UP) - 201010

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Himanshu Gautam
Sh. Amandeep Kadyan

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions 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 unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Townwalk", Sector 104, Gurugram.
2.	Total area of the project	2.1 acres
3.	Nature of the project	Commercial project
4.	DTCP license no.	103 of 2012 dated 01.10.2012 valid up to 30.09.2016
5.	Name of licensee	Jagrati Realtors Pvt. Ltd.
6.	Registered/not registered	Not Registered
7.	Unit no.	SHOP-179 [pg. 19 of complaint]
8.	Area of the unit	329 sq. ft. [pg. 19 of complaint]
9.	Date of execution of buyer's agreement	22.09.2014 [pg. 16 of complaint]
10.	Possession clause	Clause 30. <i>30. The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the agreement or within 42 months from the date of obtaining all the</i>

		<p><i>required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit.</i></p> <p><i>(Emphasis supplied)</i></p> <p>[pg. 24 of complaint]</p>
11.	Due date of possession	<p>22.09.2018</p> <p>(Note: 42 months from date of agreement i.e., 22.09.2014 as date of start of construction is not known + 6 months grace period allowed being unqualified)</p>
12.	Basic sale consideration as per BBA on page 19 of complaint.	₹ 36,72,462/-
13.	Total amount paid by the complainant as per SOA at page 43 of complaint	₹ 13,11,062/-
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. That on 30.08.2014, complainant Mr. Kaushlesh Kumar booked a shop by making a payment of Rs. 3,50,000/- vide cheque dated 30.08.2014 in the project named "ANSALS Townwalk" situated in Sector 104, Gurugram. Subsequently, the shop bearing unit no. SHOP-179 having super area 329 sq. ft. was allotted to the complainant in the said project.
- II. That on 22.09.2014, builder buyer agreement (BBA) was entered into between the complainant and the respondent company, wherein as per clause 30, the respondent no. 1 i.e. developer of the project under question, should offer possession of unit within 48 months (42 months + 6 months as grace period) from date of execution of allotment letter or the date of obtaining all the required sanctions and approval necessary for the commencement of construction, whichever is later.
- III. That the complainant has made all the payments on time as per the payment plan annexed as Annexure - A with the builder buyer agreement and has paid an amount of Rs. 13,11,062/- in total to the respondent till the present date and the balance amount is to be paid at the time of possession.
- IV. That as per the BBA, the committed date of handing over of physical possession was 22.09.2018 but even after making all payments on time the project has not yet been completed even after a delay of 5 years and 6 months and the respondent are still not in a condition to deliver possession, which is a failure of respondent to fulfil their obligations as per BBA and amounts to breach of BBA on the part of the respondent.
- V. That without even obtaining the Occupancy Certificate (OC) from the concerned authorities, the respondent issued a letter dated 19.11.2024, unlawfully offering possession for "fit-outs" and demanding the remaining consideration amount alongwith maintenance and other unlawful charges like external electrification charges, labour cess, fire

fighting charges, STP charges etc. The letter further imposed unlawful conditions, including the requirement to execute a maintenance agreement with a third-party agency and threats of levying holding charges of ₹5 per sq. ft. per month if payment was not made within 180 days.

VI. That vide email dated 07.12.2024 and letter dated 19.12.2024, the complainant informed the respondent company that he had visited the project site to see the present construction status of the project and found that the construction work was not yet completed. Complainant further clarified to the respondent that he would not take possession until respondent obtain occupancy certificate and completion certificate from the concerned government authorities and also requested the respondent to review the outstanding amount to be paid by complainant after assessing and adjusting the delay possession charges/compensation for delay. But the respondent didn't even bother to reply.

VII. That the respondent's actions not only violate the provisions of the Real Estate (Regulation and Development) Act, 2016, particularly Section 11(4)(b), which mandates the promoter to obtain all approvals before offering possession but also amounts to breach of builder buyer agreement as respondent has failed to complete the construction and offer possession on time.

VIII. That the project is delayed by more than 5 years and during this time period, complainant has to take multiple follow-ups with the respondent through phone calls, emails and correspondences and also has to visit project site multiple times to see the construction status of the project.

- IX. That despite repeated calls, emails and meetings with the respondent, no definite commitment was shown for timely completion of the project and no appropriate action was taken to address the concerns and grievances of the complainant.
- X. That repeated calls, meetings and correspondences with the respondent and multiple visits to know the actual construction status not only caused loss to the complainant in terms of time, money and energy but also caused mental agony to him.

C. Relief sought by the complainant:

- 4. The complainant in the present complaint has seeking the following relief(s).
 - (i) Direct the respondent to pay interest for the delay in handing over physical possession at the prescribed rate since due date of possession till actual handover of physical possession as per Rule 15 of Real Estate (Regulation and Development) Rules, 2017 and Section 18(1) of Real Estate (Regulation and Development) Act, 2016.
 - (ii) Quash the offer of possession for fit out offered vide letter dated 19.11.2024 and restrain respondent from taking any coercive action against the interest of the complainant.
 - (iii) Direct the respondent to complete the project in expeditious manner and offer the possession of the shop under question along with all the promised amenities and facilities and to the satisfaction of the complainant.
 - (iv) Direct the respondent to execute the conveyance deed in favour of the complainant with respect to the shop under question.
 - (v) Direct the respondent not to charge Labour Cess Charges, Fire Fighting Charges, STP Charges and External Electrification Charges.

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.
 - I. That the complainant had approached the answering respondent for booking a unit no. 179 in an upcoming project Ansal Townwalk, Sector 104, Gurugram.
 - II. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the builder buyer agreement signed between the complainant and the answering respondent was in the year 2014. It is submitted that the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. It is further submitted that Parliament would not make the operation of a statute retrospective in effect.
 - III. That the complainant specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. The complainant cannot be allowed to take advantage of his own wrong.
 - IV. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The complainant has admittedly filed the complaint in the year 2025 and the cause of action accrue on 24.08.2017 as per the complaint itself. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.
 - V. That even if the complaint is admitted to be true and correct, the agreement which was signed in the year 2014 without coercion or any

duress cannot be called in question today. The builder buyer agreement provides for a penalty in the event of a delay in giving possession. Clause 36 of the said agreement provides for Rs. 5/sq. ft. per month on super area for any delay in offering possession of the unit as mentioned in clause 30 of the agreement. Therefore, the complainant will be entitled to invoke the said clause and is barred from approaching the Hon'ble commission in order to alter the penalty clause by virtue of this complaint more than 10 years after it was agreed upon by both parties.

- VI. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. The permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent has in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- VII. That the respondent has adequately explained the delay. The delay has been occasioned on account of things beyond the control of the answering respondent. The builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the answering respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting

construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

- VIII. That the answering respondent and the complainant admittedly have entered into a builder buyer agreement which provides for the event of delayed possession. Clause 31 of the builder buyer agreement is clear that there is no compensation to be sought by the complainant/prospective owner in the event of delay in possession.
- IX. That the respondent has clearly provided in clause 34 the consequences that follow from delayed possession. The complainant cannot alter the terms of the contract by preferring a complaint before the Hon'ble HRERA Gurugram.
- 7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

- 8. The authority has complete territorial and 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

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

Section 11

.....
(4) 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.

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 the objections raised by respondent:

F.I Objection regarding jurisdiction of the complaint w.r.t the builder buyer agreement executed prior to coming into force of the Act.

12. The respondent submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the builder buyer's agreement was executed between the parties prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively.
13. The authority is of the view that the provisions of the Act are quasi retroactive to some extent in operation and would be applicable to the agreements for sale entered into even prior to coming into operation

of the Act where the transaction are still in the process of completion. The Act nowhere provides, nor can be so construed, that all previous agreements would be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of ***Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)*** decided on 06.12.2017 and which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

14. Also, in appeal no. 173 of 2019 titled as ***Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya***, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

“34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored.”

15. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules and regulations made thereunder and are not unreasonable or exorbitant in nature. Hence, in the light of above-mentioned reasons, the contention of the respondent w.r.t. jurisdiction stands rejected.

F.II Objection regarding force majeure conditions:

16. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and demonetization. Further, the authority has gone through the possession clause and observed that the respondent-developer proposes to handover the possession of the

allotted unit within a period of 42 months from the date of execution of agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction whichever is later. Further there shall be grace period of 6 months over and above the said period. In the present case, the date of commencement of construction is not available on records. The date of execution of agreement is 22.09.2014 so, the due date of subject unit comes out to be 22.09.2018 including grace period of 6 months as it is unqualified. The events such as various orders by Punjab and Haryana High Court and demonetization were for a shorter duration of time and were not continuous as there is a delay of more than seven years. Even today no occupation certificate has been received by the respondent. Therefore, said plea of the respondent is null and void. As far as delay in construction due to outbreak of Covid-19 is concerned, the lockdown came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

G. Entitlement of the Complainant:

(i) Direct the respondent to pay interest for the delay in handing over physical possession at the prescribed rate since due date of possession till actual handover of physical possession as per Rule 15 of Real Estate (Regulation and Development) Rules, 2017 and Section 18(1) of Real Estate (Regulation and Development) Act, 2016.

(ii) **Quash the offer of possession for fit out offered vide letter dated 19.11.2024 and restrain respondent from taking any coercive action against the interest of the complainant.**

(iii) **Direct the respondent to complete the project in expeditious manner and offer the possession of the shop under question along with all the promised amenities and facilities and to the satisfaction of the complainant.**

17. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

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

18. Clause 30 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"30

The Developer shall offer possession of the Unit any time, within a period of 42 months from the date of execution of Agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of the Unit."

19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges in terms of proviso to section 18 of the Act which provides that where an

allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

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

20. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
21. 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., 14.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85% per annum.
22. 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;"*

23. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% p.a. by the respondent/promoter which is the same as is being granted to the complainant in case of delay possession charges.

24. On consideration of the documents available on record and submissions made by the parties, 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 buyer's agreement executed between the parties. It is a matter of fact that buyer's agreement was executed between the parties on 22.09.2014. As per the clause 30 of the buyer's agreement dated 22.09.2014, the possession of the booked unit was to be delivered within a period of 42 months from the date of execution of agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction whichever is later. Further there shall be grace period of 6 months over and above the said period. In the present case, the date of commencement of construction is not available on records. The date of execution of agreement is 22.09.2014 so, the due date of subject unit comes out to be 22.09.2018 including grace period of 6 months as it is unqualified. Furthermore, the respondent's request for a grace period based on force majeure is hereby denied, as the reasons for such denial have been outlined above. Till date no occupation certificate has been obtained by the

respondent. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and to hand over the possession within the stipulated period.

25. Accordingly, 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 complainant is entitled to delay possession charges at the prescribed rate of interest i.e., 10.85% p.a. for every month of delay on the amount paid by complainant to the respondent from the due date of possession i.e., 22.09.2018 till the valid offer of possession of the subject flat after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.
26. The respondent is directed to handover possession of the unit allotted to the complainant within a period of 60 days after obtaining valid occupation certificate.

(iv) **Direct the respondent to execute the conveyance deed in favour of the complainant with respect to the shop under question.**

27. The authority observes that as per Section 17 (1) of the Act deals with duty 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."

28. As OC of the unit has not been obtained, accordingly conveyance deed cannot be executed without the unit come into existence for which conclusive proof of having obtained OC from the competent authority and filing of deed of declaration by the promoter before registering authority.
- (v) **Direct the respondent not to charge Labour Cess Charges, Fire Fighting Charges, STP Charges and External Electrification Charges.**
29. The respondent shall not charge anything from the complainant, which is not the part of the buyer's agreement.

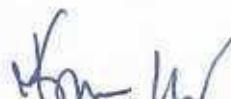
H. Directions of the authority

30. 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 directed to handover possession of the unit allotted to the complainant within a period of 60 days after obtaining valid occupation certificate.
 - ii. The respondent is directed to pay the interest at the prescribed rate i.e. 10.85% per annum for every month of delay on the amount paid by the complainant from the due date of possession i.e., 22.09.2018 till the date of offer of possession of the subject unit after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.

- iii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of this order as per rule 16(2) of the rules and thereafter monthly payment of interest be paid till date of handing over of possession shall be paid on or before the 10th of each succeeding month.
- iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be at the prescribed rate i.e., 10.85% by the respondent/promoter, which is the same rate of interest which the promoter shall be liable to pay to the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant, which is not the part of the buyer's agreement.

31. Complaint as well as applications, if any, stands disposed off accordingly.

32. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.11.2025