

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

Complaint no.: 5975 of 2024
Date of complaint: 27.12.2024
Date of decision: 07.04.2026

Ayushi

R/o: Chamber No. 621 6th Floor Block E Lawyer's
Chamber Karkardooma Courts,
Shahdara Delhi-110032

Complainant

Versus

M/s Desi Construction Private Limited

Regd. Office At: - 806, 807 Sky Tower Netaji Subhash
Place, Pitampura Delhi, North East DL 110034
10th floor , Tower B, Sector 54 Vatika Tower
Golf Course Road, Gurugram, Haryana

Respondent

CORAM:

Sh. Arun Kumar

Chairman

APPEARANCE:

Ramesh Kumar Sharma (Advocate)
Shri Rahul Mangla (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee 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. Project and unit 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:

S. N.	Particulars	Details
1.	Name of the project	Tathastu -I
2.	Project location	Sector-05, Sohna, Gurgaon, Haryana
3.	Nature of Project	Affordable Group Housing
4.	Area of Project	8.975 acres
5.	DTCP License	188 of 2022 dated 6.11.2022 valid up to 15.11.2027
6.	RERA registration	Registered Registration no. 21 of 2023 dated 30.01.2023
7.	Allotment letter	24.04.2023 (As on page no. 31 of complaint)
8.	Unit No.	T6-12A09, Floor-13 th , tower-6 (As on page no. 39 of complaint)
9.	Area admeasuring	645.818 sq.ft.[Carpet Area] 78.254 sq.f.t [Balcony Area] (As on page no. 39 of complaint)
10.	Buyer Agreement	18.05.2023 (As on page no. 33 of complaint)
11.	Possession clause of Affordable Housing Policy	(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. [xxxxxx]

12.	Date of environment clearance	09.02.2023 (As information provided by the planning branch)
13.	Building Plans	23.01.2023 (Information provided by the planning branch)
14.	Due date of delivery of possession	09.02.2027 (Note: Due date to be calculated 4 years from the date of EC i.e., 09.02.2023 being later as per Affordable Group Housing Policy, 2013)
15.	Tri-partite agreement [Executed between complainant, respondent and SBI Bank]	27.06.2023 (As on page no. 47 of complaint)
16.	Basic Sale consideration	Rs.24,54,108.4/- (As per Customer Ledger dated 29.08.2023 on page no. 54 of complaint) Rs. 25,57,686/- (As per agreement at page 40 of complaint)
17.	Amount paid by the complainant	Rs.6,39,421.42/- (As per customer ledger dated 29.08.2023 on page no. 54 of complaint) Rs. 15,98,553/- (As DD submitted by the complainant vide application dated 23.04.2026)
18.	Intimation cum demand letter	14.03.2024 (Page 4 of the documents submitted by the respondent)

19.	Reminder letter	20.04.2024, 24.05.2024, (Page 5-7 of the documents submitted by the respondent)
20.	Publication	05.08.2024 (As on page no. 14 of reply)
21.	Cancellation letter	05.08.2024 (Page 2 of the documents submitted by the respondent)
22.	Email for cancellation by the respondent	12.01.2026 (Page 8-9 of the documents submitted by the respondent)
23.	Occupation Certificate	Not Obtained
24.	Offer of Possession	Not Offered

B. Facts of the complaint

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

- i. That, somewhere in the year 2023, the respondent through its marketing executives had advertisement done through various medium and means approached the complainant with an offer to invest and buy a residential unit in the proposed project of respondent, which the respondent was going to launch the project under the name and style of "TATHASTU I" situated at Sector-5, Village Sohna, Gurugram . The respondent arranged the visit of its representatives to the complainant and they also assured the same as assured by the respondent to the complainant, wherein it was categorically assured and promised by respondent that they already have secured all the sanctions and permissions from the concerned Authorities and Departments for the sale of said project and would allot the residential unit in the name of complainant immediately upon booking. Relying upon those assurances and believing those to be true, the complainant booked a residential unit no. 506,

- in tower - 5, type 2a (2 bhk + store), on 5th floor measuring carpet area 645.818 sq. ft. and balcony area 78.254 sq. ft. along-with stilt /basement parking in project Tathastu I at Sector-5 situated within the revenue estate of Village Sohna, Tehsil Sohna, District Gurugram for a Sale Consideration of Rs.25,57,686/-.
- ii. That, while booking the said unit, it was represented by respondent that the respondent has already secured all necessary permissions, sanctions and approvals from the competent authorities and since the complainant has booked the unit, the complainant was assured by the respondent that it would allot the said unit in favour of the complainant well within a period of maximum one week. However, the respondent miserably failed in issuing any allotment letter to the complainant despite repeated requests made by complainant in this regard.
- iii. Thereafter, respondent started raising the demand of money /installments from the complainant as per the agreed timelines and complainant as on duly issued by the respondent today had paid the amount which is very much evident from the receipts duly issues by the respondent.
- iv. That, as a confirmation of the allotment of the said unit by the respondent, the respondent has issued an allotment letter dated 24.4.2023 vide which the said unit was allotted to the complainant. The respondent and the complainant have executed the agreement registered at the office of Sub-Registrar, Sohna, vide vasika No.3859 dated 27.06.2023 in favour of the complainant.
- v. That it is submitted that the complainant was not agree with some certain condition of the above said agreement, as the agreement was unilateral one and when complainant refused to sign the same, the respondent threatened the complainant to sign the same, otherwise the payment made by

complainant to the respondent shall be forfeited by respondent and the said unit shall also be cancelled by the respondent. Under such threats, the complainant was left with no other efficacious remedy available but to sign the unilateral agreement. The respondent miserably failed in delivering the possession of the said unit to the complainant and therefore, has miserably defaulted in fulfilling its commitment as per the terms of the agreement. From the date of booking and till today, the respondent had raised various demands for the payment of installments on complainant towards sale consideration of the said unit and the complainant has duly paid and satisfied all those demands without any default or delay on her part and has also fulfilled otherwise also her part of obligations.

vi. The complainant stood shocked and astonished when respondent issued letter with the subject of cancellation of unit, which the respondent has cancelled the unit of the complainant illegally and unlawfully without affording her an opportunity of being heard. The complainant thereafter had tried her level best to reach the representatives of the respondent to seek a satisfactory reply in respect of the said unit but all in vain. The complainant requested the respondent to deliver the said unit and also to restore the said unit at its original nature and stage but the respondent never cared to listen to her grievances and left her with the suffering and pain on account of its default and negligence.

vii. That the complainant has undergone severe mental harassment due to the negligence on the part of the respondent to deliver her home on time agreed and to restore the unit with immediate effect. The complainant had faced all these financial burdens and hardship from her limited income resources, only because of respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of respondent has made life of the

complainant miserable socially as well financially as all his personal financial/fiscal plans and strategies were based on the date of delivery of possession as agreed by the respondent. Therefore, respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no fault on her part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured her to buy a flat in the aforesaid residential project of the respondent. The respondent has trapped the complainant in a vicious circle of mental, physical and financial agony, trauma and harassment in the name of delivering her dream home within deadline representing itself as a multinational real estate giant.

viii. The cause of action accrued in favour of the complainant and against the respondent in year 2023, when complainant had booked the said unit and it further arose when respondent failed /neglected to deliver the said unit. The cause of action is continuing and is still subsisting on day-to-day basis.

ix. That the complainant booked a unit in the project i.e. Project-Name Tathastu I (situated at Sohna, Sector- 5, Tehsil- Sohna, District-Gurugram, Haryana) developed by the respondent on 12.03.2023 i.e. Date of Booking and on 24.04.2023 for the same allotment was done and the complainant paid the amount to the respondent as under:-

Payment for	Payment Amount	Payment date	Payment By
Application Fee (Booking Amount)	Rs. 1,22,705.42	12.03.2023	Complainant
Post allotment amount	Rs. 1,36,716.00	12.03.2023	Complainant

(Allotment on 24.04.2024)			
Post allotment amount (after loan approval)	Rs. 3,80,000	28.06.2023	Complainant

x. That the complainant opted for a home loan for the amount of Rs.22,79,000/- from the Bank Name i.e. State Bank of India, Gurgaon 2, Rama Complex Sohna Road Badshahpur Gurgaon - 122001, and the installment/EMI for the payment of above said allotment of the above said unit is/ are to be paid/ made to the respondent by the said bank. Due to the construction has not reached the desired level by the respondent as stated by the above said Bank's audit team; the above said Bank did not agree to disburse the installments /EMI on time to the respondent. The complainant has grievance as the respondent has issued the request for foreclosure letter, (dated 31.08.2024 for the property T 6-12A09, Tathastu, allotted by the respondent to the complainant and the respondent is trying to the cancel of the above said allotment of the above said unit, due to non-payment of installment/EMI by the above said bank to the respondent.

xi. That complainant has made all efforts to resolve the said issue with concerned official/s and has kept the respondent informed about the situation. The act of the respondent for the cancellation of the above said allotment of the above said unit is unjustified and against the law. In this regard, complainant has given the specific reply to your above said request for foreclosure letter on 04.09.2024 through her counsel but the respondent neither informed to the complainant nor her counsel for same.

xii. That thereafter the complainant sent a legal notice, dated 28.09.2024 to the respondent through courier post & email at the address of the respondent and the same was duly served upon the respondent but after receiving the above said legal notice neither the respondent complied as mentioned in the above legal notice nor given any reply of the above said legal notice.

xiii. That the complainant has no any other efficacious remedy available with him but to file the present complaint before this Hon'ble authority of his grievances.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):

- i. Direct the respondent to pay delayed possession charges to the complainant.
- ii. Direct the respondent to restore the unit booked by the complainant.
- iii. Direct the respondent to waive off the charges demanded by the respondent on account of various heads, which were not part of the agreement which are demanded / levied by the respondent illegally, unlawfully and deliberately.
- iv. Direct the respondent not to charge or claim any charges other than the basic sale price.
- v. Direct the respondent to pay an amount of Rs. 85,000/- to the complainant as cost of present litigation.

5. To 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 is guilty of not making the payments of due demands made by respondent within time and therefore, the complainant is not entitled to seek the relief to set aside the cancellation letter sent by email

dated 13.08.2024 and restoration of the subject unit. Rather the complainant is liable to pay the interest and damages to the respondent. As per rules and regulations of Haryana Affordable Housing Policy the complainant, in the present complaint, had failed to make timely payments and committed substantial delays in making the payments of the due demands against the Intimation cum demand letter dated 14.03.2024. Moreover, the respondent had issued multiple reminders on 20.04.2024 and on 23.05.2024 against the outstanding due instalments to the complainant, despite the fact complainant failed to make timely payments. Consequently, the respondent had issued a final reminder cum cancellation notice on 05.08.2024 after the publication of a public notice in the newspaper 'Punjab Kesari' on 05.08.2024. Hence, cancellation letter dated 13.8.2024 against the subject flat no. 506, in tower-5, type 2a (2bhk + store), on 5th floor measuring carpet area 645.818 sq. ft. and balcony area 78.254 sq. ft. along with stilt/ basement parking in project TATHASTU I at Sector-5 situated within the revenue estate of village Sohna, Tehsil Sohna, District Gurugram to the complainant vide email dated 13.08.2024 is valid as per law. Apart from that said letter is as per the mutually agreed terms and conditions of the registered builder buyer agreement/ agreement for sale dated 19.06.2023 and the Affordable Housing Policy, 2013.

ii. That the State Bank of India has no authority to inspect the project site of the respondent. The Bank has played mischief to let the complainant to default in making the payment of sale consideration on the false and frivolous grounds. The respondent is constructing the site as per the law and commitments made to the entire public at large. It is further pertinent to mention here that apart from that the Hon'ble Authority is empowered to monitor the construction and progress over the project site of the

respondent/ builder from time to time and there have been no lapse and other lacunas have been identified by the Hon'ble Authority with regard to the construction status of the said project. Hence, the complainant and the State Bank of India in connivance and collusion with each other did not make the payment of sale consideration as demanded vide intimation cum demand letter dated 14.03.2024.

iii. That the State Bank of India as well as the other Public Sector Banks have also financed various other units/ flats in the said Project and have duly disbursed the due installments amount as and when demanded by the respondent. The said banks along with allottees / buyers of the said units have duly satisfied and honored the demand letter of the respondent as and when demanded and have paid the sale consideration on time. It is further worthwhile to mention here that time is essence of the contract and as per the builder buyer agreement executed between the parties, the complainant has not complied with the terms of the builder buyer agreement. As a result, the builder was compelled to cancel the allotment of the complainant's flat under the Affordable Housing Policy, 2013, due to the complainant's consistent default.

iv. That the complainant is unfair and misleading this Hon'ble Authority by differentiating the project in tower wise base project. As per the Affordable Housing Policy, 2013 and the regulations of this Hon'ble Authority as well as per the terms of the agreement for sale dated 19.06.2023, the builder/ respondent is entitled to demand for the sale consideration as per agreed payment plan and raise the demand upon construction of 1/3rd of the superstructure of the entire project. Hence, the plea / averments of the complainant with regard to tower wise payment is barred, baseless and unfounded. Further, in the instant case, the said unit of the complainant was

cancelled vide e-mail dated 13.08.2024 in accordance of the Affordable Housing Policy, 2013 due to the default of the complainant, in paying the sale consideration in connivance and collusion with the State Bank of India.

v. That in case the complainant/ allottee obtains loan facility, the complainant/ allottee is obligated to get the loan disbursed as per the developer's payment plan and to make payment of the due installments as per the payment plan, in case of any delay in disbursement by the bank due to any reason whatsoever. Therefore, the complainant has not complied with the terms of the builder buyer agreement as well as the tripartite agreement executed between the complainant, the respondent and the bank and due to the compelling circumstances, the builder/ respondent was constrained to cancel the allotment of the complainant's flat under the Affordable Housing Policy, 2013.

vi. That no cause of action arises in favor of the complainant as alleged herein in the present complaint and therefore, the present complaint is liable to be dismissed for the lack of cause of action as alleged herein.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the Authority

8. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with

offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

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

Section 11

.....

(4) 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 relief sought by the complainant.

F.I Direct the respondent to pay delayed possession charges to the complainant.

12. The Authority observes that in the present complaint, the complainant had applied and was allotted an affordable T6-12A09, on 13th floor-, in tower6 vide allotment letter dated 24.04.2023 in project "Tathastu -I" at Sector-05, Sohna, Gurgaon, Haryana, being developed by the respondent herein.

Thereafter, on 18.05.2023, an agreement for sale was executed between the parties, as per the buyer's agreement, the total sale consideration of the subject unit in question is Rs.24,54,108.4/-, against which the complainant has paid an amount of Rs.6,39,421.42/- to the respondent-promoter.

13. As per Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference: The relevant clause is reproduced for reference:

1 (iv)

"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."

14. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The respondent has obtained environment clearance and building plan approval in respect of the said project on 09.02.2023 and 23.01.2023 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Hence, the due date of possession comes out to be 09.02.2027.

15. Therefore, the due date for delivering and offering the possession of the subject unit in question comes out to be 09.02.2027.

16. In light of the above facts and circumstance, the Authority is of the view that as the due date of possession i.e., 09.02.2027 has not been lapsed and the present complaint was filed on 27.12.2024 i.e., much prior then due date. Accordingly, the relief for delayed possession charges is pre-mature, as the

obligation on the part of promoter under the provisions of the Act, 2016, had not crystalized neither at the time of filing of the present complaint i.e., on 27.12.2024 nor at the time of disposal of the present complaint. Therefore, the present relief cannot be entertained at this stage, being pre-mature and is hereby declined with liberty to the complainant to file a fresh complaint.

F.II Direct the respondent to restore the unit booked by the complainant.

F.III Direct the respondent to waive off the charges demanded by the respondent on account of various heads, which were not part of the agreement which are demanded / levied by the respondent illegally, unlawfully and deliberately.

F. IV Direct the respondent not to charge or claim any charges other than the basic sale price.

17. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

18. The complainant was allotted unit no. T6-12A09, on 13th floor-, in tower6 in project "Tathastu -I" at Sector-05, Sohna, Gurgaon, Haryana, by the respondent/builder for a total sale consideration of Rs.24,54,108.4/- under the Affordable Group Housing Policy 2013. The buyer's agreement was also executed on 18.05.2023 interse parties. That as per the Affordable Group Housing Policy 2013, the possession of the unit was to be offered with 4 years from approval of building plans (23.01.2023) or from the date of environment clearance (09.02.2023). Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 09.02.2027. The complainant has paid a sum of Rs. 6,39,421.42/- The complainant is willing to retain the allotted unit in question.

19. The respondent states that the unit has been cancelled after issuance of demand letter dated 14.03.2024. Upon this, the complainant submitted that the cancellation done by the respondent is illegal and the construction is not yet done in Tower 6 and this is the reason the respondent no.2 I.e the Bank has not disbursed any loan amount. Yet the respondent has cancelled the unit.

20. Now, the question before the Authority is whether this cancellation letter dated 05.08.2024 and the publication for list of defaulters in the newspaper dated 05.08.2024 is valid or not. According to Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which produce as under:

*"If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. **If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled.** In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list".*

21. It is observed that the complainant failed to pay the remaining amount as per the demand letter dated 14.03.2024 and reminder letter dated 20.04.2024 and 24.05.2024 served upon the complainant and after this published a notice in the newspaper on 05.08.2024, and thereafter a notice for cancellation by the respondent on 05.08.2024.

22. However, as per Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013, reproduced hereinabove, it is clearly stipulated that after publication of the list of defaulters in the newspaper, a period of 15 days is required to be granted to the concerned allottee to clear the outstanding dues, failing which the allotment is liable to be cancelled.

23. In the present case, the respondent published the list of defaulters in the newspaper on 05.08.2024, wherein the name of the complainant was reflected. It is further observed from the record that the allotment of the unit in question was cancelled vide letter dated 05.08.2024. The complainant has also stated that the respondent vide email dated 12.01.2026 sent an email that the unit is cancelled as per the Affordable Housing Policy.
24. After perusal of the documents available on record, it becomes apparent that the date of publication of the list of defaulters and the date of cancellation of the allotment is the same. Such action on the part of the respondent is in clear contravention of Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013, which mandates that a period of 15 days must be granted to the allottee after publication of the defaulters' list before any action for cancellation of the allotment can be taken. Also, the email of 12.01.2026 is not in accordance with the policy as still the time period of 15 days was not over. Therefore, the action of the respondent in cancelling the allotment on the very same day as the publication of the defaulters' list is arbitrary, unjustified. Consequently, the cancellation done by the respondent in this case invalid and is hereby set aside.
25. Therefore, the respondent is directed to restore the unit allotted to the complainant. Further as per section 19(6) & 19(7) of Act of 2016, the allottee is under obligation to make payments towards consideration of allotted unit as per agreement to sale. The complainant has filed an application on 06.02.2026 stating that the complainant is willing to pay the principal outstanding amount.

F.V Direct the respondent to pay an amount of Rs. 85,000/- to the complainant as cost of present litigation.

26. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation and litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation and litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the Authority

27. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act:

- i. The cancellation letter dated 05.08.2024, is not valid and is hereby set aside. The respondent is directed to restore the unit allotted to the complainant.
- ii. The complainant is directed make the outstanding dues along with prescribed rate of interest as per the agreed Affordable Housing Policy, 2013.
- iii. 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 as per section 2(za) of the Act.
- iv. The respondent is also directed to handover the possession to the

complainant after obtaining occupation certificate from the competent Authority.

- v. The respondent shall not charge anything from the complainant which is not the part of the Affordable Housing Policy, 2013 as well as buyer's agreement.

28. The complaint stand disposed of.

29. File be consigned to registry.



(Arun Kumar)

Chairman

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 07.04.2026