

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

Date of decision: 27.01.2026

NAME OF THE BUILDER		SUNRAYS HEIGHTS PRIVATE LIMITED	
PROJECT NAME		"63 Golf Drive" at Sector 63A, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/5086/2024	Vikas Tiwari Vs. Sunrays Heights Pvt. Ltd.	Shri Vijay Pratap Singh, Advocate Shri Tushar Behmani, Advocate
2.	CR/5132/2024	Samiksh Jain Vs. Sunrays Heights Pvt. Ltd.	Shri Vijay Pratap Singh, Advocate Shri Tushar Behmani, Advocate
3.	CR/5106/2024	Jibchh Kumar Jha Vs. Sunrays Heights Pvt. Ltd.	Shri Vijay Pratap Singh, Advocate Shri Tushar Behmani, Advocate
4.	CR/5107/2024	Nishant Mittal Vs. Sunrays Heights Pvt. Ltd.	Shri Vijay Pratap Singh, Advocate Shri Tushar Behmani, Advocate
CORAM: Shri Arun Kumar			Chairman
Shri Phool Singh Saini			Member

ORDER

1. This order shall dispose of the aforesaid 4 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 project, namely, "Sixty-Three Golf Drive" situated at Sector-63 A, Gurugram being developed by the same respondent/promoter i.e., "Sunrays Heights Private Limited." The terms and conditions of the allotment letter, buyer's agreements and the fulcrum of the issue involved in all these cases pertain to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges.
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	"63 Golf Drive" at Sector - 63A, Gurugram, Haryana
Project area	9.7015625 acres
DTCP License No. and validity	82 of 2014 dated 08.08.2014 Valid up to 31.12.2023
RERA Registered or Not Registered	Registered Registration no. 249 of 2017 dated 26.09.2017 valid up to 25.09.2022
Date of approval of building plans	10.03.2015
Date of environment clearance	16.09.2016

Possession clause as per the buyer's agreement	4. Possession "4.1 The developer shall endeavour to handover possession of the said flat within a period of four years i.e., 48 months from the date of commencement of the project, subject to force majeure and timely payment by the allottee towards the sale consideration, in accordance with the terms stipulated in the present agreement."
Possession clause as per Affordable Housing Policy, 2013	As per clause 1(iv) of the Affordable Housing Policy, 2013 "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. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project."
Due date of possession	16.03.2021 (Calculated from the date of environment clearance being later including grace period of 6 months in lieu of Covid-19)
Occupation certificate	31.12.2024

Sr. No.	Complaint No., Case Title, Date of filing of complaint and reply status	Unit no. and size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by complainant	Offer of possession (OOP) and publication of cancellation
1.	CR/5086/2024 Vikas Tiwari Vs. Sunrays Heights Pvt. Ltd.	61, Tower H Carpet area- 356.180 sq. ft. Balcony area- 69.84 sq. ft.	10.10.2016 (As per stump paper at page 23 of the complaint)	BSP ₹14,59,64 -(Page 36 of complaint) AP- ₹13,29,280/-	OOP: Not Offered Publication in Hindi newspaper

	DOF: 22.10.2024 Reply: Not received	(Page 36 of Complaint)			"Aaj Samaj": 16.10.2024
2.	CR/5132/2024 Samiksh Jain Vs. Sunrays Heights Pvt. Ltd. DOF: 22.10.2024 Reply: Not received	96, Tower H Carpet area- 605.10 sq. ft. Balcony area- 94.94 sq. ft. (Page 36 of Complaint)	14.02.2016	BSP- ₹14,59,640/- (Page 36 of complaint) AP-₹13,29,280/-	OOP: Not Offered Publication in Hindi newspaper "Aaj Samaj": 16.10.2024
3.	CR/5106/2024 Jibchh Kumar Jha Vs. Sunrays Heights Pvt. Ltd. DOF: 22.10.2024 Reply: Not received	75, Tower C Carpet area- 361.890 sq. ft. Balcony area- 69.84 sq. ft. (Page 36 of Complaint)	2016 Date not specified	BSP- ₹14,82,480/- (Page 36 of complaint) AP-₹13,52,279/-	OOP: Not Offered Publication in Hindi newspaper "Aaj Samaj": 16.10.2024
4.	CR/5107/2024 Nishant Mittal Vs. Sunrays Heights Pvt. Ltd. DOF: 22.10.2024 Reply: Not received	76, Tower H Carpet area- 605.10 sq. ft. Balcony area- 94.94 sq. ft. (Page 34 of Complaint)	2016 Date not specified	BSP- ₹24,67,870/- (Page 34 of complaint) AP-₹22,46,778/-	OOP: Not Offered Publication in Hindi newspaper "Aaj Samaj": 16.10.2024

The complainant herein is seeking the following reliefs:

1. Direct the respondent to pay interest @ 8.65% per annum as per the prevailing MCLR plus 2% on the paid amount for delay period starting from 15.03.2021 till the date of actual handing over of physical possession or offer of possession plus 2 months after obtaining OC, whichever is earlier.
2. Direct the respondent to handover actual physical possession of the booked unit.
3. Direct the respondent to get the copy of application for OC as such the respondent claims that they have applied for the OC.

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
BSP	Basic Sales Price
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/5086/2024** titled as **"Vikas Tiwari Vs. Sunrays Heights Private Limited"** are being taken

into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Unit and Project related details

5. The particulars of the project, the details of 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. No.	Particulars	Details
1.	Name of the project	"Sixty-Three Golf Drive", Sector 63A Gurugram
2.	Nature of the project	Affordable group housing
3.	RERA registered or not registered	249 of 2017 dated 26.09.2017 valid up to 25.09.2022
4.	DTCP license	82 of 2014 dated 08.08.2014 valid up to 31.12.2023
5.	Unit no.	H-61, in tower-H (Page no. 36 of complaint)
6.	Unit admeasuring	356.180 sq. ft. (carpet area) 69.84 sq. ft. (balcony area) (Page no. 36 of complaint)
7.	Allotment Letter	24.09.2016 (Page no. 19 of complaint)
8.	Date of execution of Buyers agreement	10.10.2016 (As per stump paper at page 23 of the complaint)
9.	Possession clause	4.1 <i>The Developer shall endeavor to handover possession of the said flat within a period of four years i.e. 48 months from the date of commencement of project, subject to force majeure & timely payments by the allottee towards the sale consideration, in accordance with the terms as stipulated in the present agreement.</i> (Page no. 26 of complaint) <i>*Note:- As per affordable housing policy 2013 1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of</i>

		<i>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 licence shall not be renewed beyond the said 4 years from the date of commencement of project.</i>
10.	Date of building plan	10.03.2015 (Page no. 14 of complaint)
11.	Date of environment clearance	16.09.2016 (Page no. 14 of complaint)
12.	Due date of possession	16.03.2021 (16.09.2020 plus six months in lieu of covid-19) (calculated from the date of environment clearance)
13.	Total price of the unit	Rs.14,59,640/- (As per annexure-A, at page no. 36 of the complaint)
14.	Amount paid by the complainant	Rs.13,29,280/- (91.06%) (As alleged by the complainant at page 16 of complaint)
15.	Newspaper publication	16.10.2024 (Page no. 8 of the application dated 04.09.2025 filed by the respondent)
16.	Occupation certificate	31.12.2024
17.	Offer of possession	Not on record
18.	Cancellation letter, if any	Not on record

B. Facts of the complaint

6. The complainant has made the following submissions: -

1. That in 2015, the complainant got information about an advertisement, in a local newspaper about affordable housing project "Sixty-Three Golf Drive" at Sector 63 A, Gurugram, Haryana. The marketing staff of the respondent showed a rosy picture of the project and allure with proposed specifications and invited for site visit. The complainant visited the project site and met with local staff of respondent who gave an application form and assured that possession would be delivered within 48 months as they were told that it is



a govt. project having fixed commencement of project" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.

- II. That the complainant applied for a 1-BHK residential unit vide application bearing no SGDB5970 in upcoming project of respondent namely "Sixty-Three Gold Drive", Sector 63-A, Gurugram, Haryana for which the complainant had paid an amount of Rs. 73,713/- towards booking the unit along with application form, respondent acknowledges. On 11.01.2016, the respondent issued prov. allotment letter against the allotted unit J88, admeasuring 356.118 sq.ft. and 69.84 sq.ft. balcony. The unit was booked under the time linked payment plan as per the mandate under the affordable housing policy 2013' for sale consideration of Rs. 14,59,640/-.
- III. That in year 2016, a pre-printed one sided, arbitrary and unilateral buyer's agreement for allotted unit was executed between the parties', As per clause 4.1, the respondent had to complete the construction of flat and handover the possession within 4 years from the date of commencement of project.
- IV. That till date the respondent has raised a demand of Rs. 13,29,280/- and the same was paid by the complainant i.e., 100% of demanded money, but when complainant observed that there is very slow progress in the construction of subject flat for a long time, he raised their grievance to the respondent. The copies of the demand notice and their respective receipts along with the ledger of the complainant in the books of the respondent are annexed as annexure P/2. The said affordable housing project was proposed to be developed under the affordable housing policy 2013, issued by the Government of Haryana, vide town and country planning department notification dated 19.08.2013 and the respondent(s) herein as per the provisions of the affordable housing policy 2013, undertook and were

obligated to hand over the physical possession of the said affordable housing project in four years. The respondent was supposed to hand over the actual physical possession of the flat to the complainant latest by 15.03.2021 (inclusive of the grace period of 6 month).

- V. That the respondent is hereby threatening the complainant telephonically, that he has to make the payment as per the affordable housing policy as per agreed terms of BBA , without even raising demand against the due amount and same is arbitrary and unjustified as the respondent is registered under the GST and as per the statutory provision of the GST the respondent has to legally raise a demand against the due amount , in other word the respondent is trying to pressurise the complainant to align the complainant in cancellation pool not even caring the hard fact that as per the BBA terms the project is already delayed by more than 3and half year from the date of promise of handing over the possession of flat. The respondent is also threatening on mobile to the complainant that either he visits their site office and pay the interest and balance amount by issuing physical cheque else they shall cancel their flat.
- VI. That the complainant has always paid the instalment on time and the Last instalment was paid on 02.07.2022, as such the demand was raised on dated 27.06.2022. The project is already delayed by more than 4 years and it is expected to take around 1-2 years more for the completion of the project. The Occupation Certificate applied by the respondent on dated 08.12.2023 is being rejected by the DTCP due to several non-compliances even the registration as on date of the said project is not valid and has expired.
- VII. That it was promised by the respondent to the complainant ,during the time of receiving payment for the unit that the possession of fully constructed unit as shown in newspaper at the time of sale, would be handed over to the

complainant on and after the payment of last and final instalment, these instalment becomes accrue on every 6 months after the commencement of construction work and the respondent was under obligated to deliver the project complete in all respect as and when the respondent takes the last instalment or by maximum till 29.09.2020.

- VIII. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent and as such, they are liable to be punished and compensate the complainant.
- IX. That due to above acts of the respondent and of the terms and conditions of the buyer's agreement and of Affordable housing Policy 2013, the complainant has been unnecessarily made liable to pay interest on capital amount to the complainant on account of the aforesaid act of unfair trade practice. The respondent pressurising the complainant to get signed affidavit, indemnity cum undertaking with all its ulterior motive.
- X. That the Respondent is hereby threatening and pressurising the complainant telephonically that the complainant has to make the payment as per the affordable housing policy as per agreed terms of BBA, without even raising the last demand against the consideration of the booked flat. the respondent is trying to pressurise/ impersonate the complainant to align the complainant's booked flat in cancellation pool without even caring the hard fact that as per the BBA terms the project is already delayed by more than 4 years from the date of promise of handing over the flat. As per the slow pace construction status and absence of basic amenities respondents are delayed heavily in giving possession. As per section 19 (6) the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) Complainant has fulfilled his responsibility in regard to making the

necessary payments in the manner and within the time specified in the said agreement. Therefore, the complainant herein is not in breach of any of its terms of the agreement. The respondent is deliberately and intentionally not raising the last demand as per the amended construction linked plan of the Haryana affordable policy 2013.

- XI. That keeping in view the snail-paced work at the construction site and half-hearted promises of the respondent, the inconsistent and lethargic manner, in which the respondent conducted its business and their lack of commitment in completing the project on time, has caused the complainant great financial and emotional loss.
- XII. That due to the malafide intentions of the respondent and non-delivery of the flat unit the complainant in time has accrued huge losses on account of the career plans of their family member and themselves and the future of the complainant and their family are rendered dark as the planning with which the complainant invested her hard-earned monies have resulted in subzero results and borne thorns instead of bearing fruits.
- XIII. That the cause of action to file the instant complaint has occurred within the jurisdiction of the Authority as the apartment which is the subject matter of this complaint is situated in Sector 63A, Gurugram which is within the jurisdiction of the Authority.
- C. Relief sought by the complainant**
7. The complainant has sought following relief:
- i. Direct the respondent to pay interest @ 8.65% per annum as per prevailing MCLR plus 2%, on paid amount of Rs.13,29,280/- for delay period starting from 16.09.2020 till actual handover of physical possession by the respondent to complainant.

- ii. Direct the respondent to handover possession of the unit in habitable condition with all the amenities as mentioned in the brochure of the project.
- iii. Direct the respondent to get the copy of application for Occupancy Certificate, as such the respondent claims that they have applied for the OC.

D. Application filed by the respondent under 7 Rule 11 of CPC

- i. That the present application is being filed under Order VII Rule 11 CPC seeking rejection of the complaint at the threshold on the grounds that the complaint does not disclose a cause of action, is barred by the provisions of law, is instituted without locus standi, and amounts to abuse of the process of the Authority.
- ii. That the present application is being filed by the respondent, M/s Sunrays Heights Pvt. Ltd., the project is being developed under the Affordable Housing Policy, 2013, notified by the Government of Haryana vide Notification No. PF-27/48921 dated 19.08.2013 and subsequent amendments. The policy provides a special framework to promote affordable housing to the eligible segment of the population, through specific eligibility conditions, price restrictions, timelines, and allotment processes. In furtherance of the said policy, allotments were made through a draw of lots conducted in the presence of DTCP officials, and the standard-format buyer builder agreement was executed with the successful allottees. It is pertinent to mention here that BBA was executed in-lined with the Affordable Housing Policy, 2013 and duly approved by the competent authorities under the said scheme.
- iii. That the complainant has approached the Authority alleging delay in possession and seeking compensation, without disclosing that the complainant himself has materially breached the agreement by failing to make payments as per the time-linked payment plan and within the

stipulated period of 36 months as provided under the agreement and the Affordable Housing Policy, 2013.

- iv. That as per the terms of the builder buyer agreement, executed and acknowledged by the complainant, it was the primary obligation of the allottee to make timely and complete payments as demanded by the builder in accordance with the schedule. However, despite repeated reminders and communications, the complainant persistently defaulted on several payment milestones, resulting in severe disruption of financial inflows necessary for timely execution of the project.
- v. That the allotment of units under the scheme was strictly conditional upon compliance with the terms of the BBA and Affordable Housing Policy, including but not limited to: Timely payment of instalments as per the payment schedule; non-transferability of units before possession (except in cases permitted by competent authority); No default in obligations leading to cancellation; Acceptance of refund policy in case of cancellation due to default, as per the BBA. The complainants were allotted affordable units under this scheme, but they committed repeated and continuous defaults in payment and failed to rectify the same despite the issuance of notices and reminders.
- vi. That as a result of non-compliance and persistent default, and after affording the allottees adequate opportunity to cure the default, their allotments were lawfully and validly cancelled in accordance with the terms and conditions of the BBA executed under the Affordable Housing Policy, 2013, which empowers the promoter to cancel the allotment upon default; provisions of the Affordable Housing Policy allowing the developer to reallocate cancelled units through subsequent draw, after refunding the amount (after permissible deductions). Such cancellation was carried out

in a transparent and policy-compliant manner and duly communicated to the concerned individuals. There is no legal stay or challenge currently pending that would invalidate these cancellation actions.

- vii. That in accordance with due process, the cancellation of allotments was also publicly notified through a newspaper publication dated 16.10.2024, clearly informing the public and affected individuals of the same. This step was taken to ensure transparency and provide adequate public notice. These cancellations were duly communicated to the allottees and the concerned regulatory authorities, and there has been no adjudication by any competent court setting aside or staying the said cancellation orders.
- viii. That due to the large-scale payment defaults from several allottees, including the present complainant, the respondent was compelled to raise external institutional funding to maintain construction continuity, and was forced to borrow a sum of Rs. 35 Crores from SWAMIH Investment Fund I (Government of India-backed Special Window), which was not part of the original financial planning. This loan was availed solely to meet the shortfall arising due to defaulting allottees and to protect the interests of genuine homebuyers.
- ix. That the availing of this funding added an unanticipated financial burden on the respondent, leading to cost escalation of the project due to high interest obligations, which could have been avoided had the allottees, including the complainant, complied with their contractual and policy-based payment obligations.
- x. That in addition to the complainant's default, there were certain force majeure and regulatory disruptions that further impacted the pace of construction, including:

- Blanket bans imposed by the Hon'ble National Green Tribunal (NGT), GRAP Orders on construction activities in Delhi-NCR in various orders due to environmental concerns.
 - Periodic construction bans by the Hon'ble Supreme Court of India due to alarming pollution levels in Delhi-NCR.
 - Frequent halts imposed by local and state pollution control authorities, which adversely affected the availability of construction labor and materials.
- xi. That the complainant has not approached the Authority with clean hands. Despite being a chronic defaulter, he has suppressed the fact that he has not fulfilled his obligations under the Haryana Affordable Housing Policy, 2013, which forms the basis of the entire allotment and entitlement process.
- xii. That it is a settled principle of law that a party who is in default or breach of contract cannot claim equitable relief, and in the present matter, the complainant is not entitled to any compensation or damages as he himself has frustrated the terms of the agreement.
- xiii. That the complainant's action is not only devoid of merit but also amounts to abuse of the process of the Authority by attempting to attribute the delay solely to the respondent while ignoring his own default and external uncontrollable factors.
- xiv. That the present complaint is clearly instituted as an afterthought with mala fide intent to delay, harass and obstruct the legitimate reallocation process of the cancelled unit and thereby causes prejudice to the respondent and genuine applicants.
8. The present complaint was filed on 22.10.2024 in the Authority. On 13.02.2025, the respondent was directed to file the reply within two weeks in the registry of the Authority. However, despite specific directions and providing an

opportunity of being heard, no written reply has been filed by the respondent. Therefore, in view of order dated 27.01.2026, the defence of the respondent was struck off.

9. 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 those undisputed documents and submissions oral as well as written (filed by the complainant) made by the parties.

E. Jurisdiction of the authority

10. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E. I Territorial jurisdiction

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

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

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the 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 of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside the compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
- F. **Findings regarding relief sought by the complainant.**
 - F.I **Direct the respondent to pay interest @ 8.65% per annum as per prevailing MCLR plus 2%, on paid amount of Rs.13,29,280/- for delay period starting from 16.09.2020 till actual handover of physical possession by the respondent to complainant.**
 - F.II **Direct the respondent to handover possession of the unit in habitable condition with all the amenities as mentioned in the brochure of the project.**
12. The factual matrix of the case reveals that the complainant was allotted unit no. H-61, Tower-H admeasuring carpet area of 356.180 sq. ft. and a balcony area of 69.84 sq. ft., in the respondent's project at basic sale price of ₹14,59,640/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties in 2016. The complainant paid a sum of ₹13,29,280/- towards the subject unit.
13. The respondent made a publication in the newspaper "AAJ SAMAJ" on 16.10.2024 as required under Affordable Group Housing Policy, 2013. The said publication also stated that failure to make payment within the stipulated period would lead to automatic cancellation of the allotment, without any further notice or communication by the respondent.
14. The foremost question which arises before the authority for the purpose of adjudication is that "whether the said publication would tantamount to a valid cancellation in the eyes of law or not?"

15. Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below:-

"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".

16. The Authority observes that the respondent made a publication in the newspaper on 16.10.2024, directing the complainant to clear the outstanding dues within 15 days. It is pertinent to mention here that the complainant had already paid an amount of ₹14,59,640/- (i.e., 91.06%) against the total consideration of ₹13,29,280/- to the respondent. Perusal of case file reveals that the demand raised by the respondent via publication dated 16.10.2024 was towards the payment of last instalment accompanied with interest on delay payments. Therefore, the rate of interest chargeable from the allottee by the promoter, in case of default, if any 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 allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act. Also, the respondent is obligated to raise last demand only in accordance with the builder buyer agreement and as per Affordable Housing Policy, 2013 and shall not charge anything from the complainant which is not the part of the builder buyer agreement and under the Affordable Housing Policy, 2013.
17. Further, the Authority takes serious note of the conduct of the respondent in wilfully violating the directions issued to it vide order dated 23.04.2024 in M.A.

No. 233/2024 in CR/1244/2022 titled "*Sixty-Three Golf Drive Flat Buyers Association vs. Sunrays Heights Private Ltd.*", wherein a clear directive was issued restraining the respondent from cancelling the allotment of any unit in cases where more than 85% of the sale consideration had already been paid by the allottee, and without adhering to the due process stipulated under the Affordable Housing Policy.

18. The Authority further notes that the complainant has paid approximately 91.06% of the sale consideration, and the respondent was required to hand over the project by 16.09.2020 under the Affordable Housing Policy, 2013, excluding the COVID-19 grace period. Even with a six-month grace period in lieu of Covid-19 pandemic, the possession was to be handed over by 16.03.2021, however, the respondent has failed to complete the project. Thereafter, the respondent has obtained the Occupation Certificate from the competent authority on 31.12.2024. The interest accrued during the delay period significantly reduces the amount payable by the complainant. Upon adjustment of this interest, the respondent would, in fact, be liable to pay the complainant. Despite this, the respondent chose to cancel the unit on grounds of non-payment, while neglecting its own obligations. Such actions by the respondent displays bad faith, as it failed to adjust the delay period interest.
19. Additionally, as per Clause 9.2 of the Agreement for Sale, annexed as Annexure A to the Rules, 2017, the allottee has the right to stop making further payments if the promoter defaults on its obligations. The relevant portion is reproduced below:

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (ii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be*

required to make the next payment without any interest for the period of such delay; or...

(Emphasis Supplied).

20. In the present case, the respondent-promoter was obligated to complete the construction by 16.03.2021, including a six-month extension due to the Covid-19 pandemic. However, the respondent-promoter failed to complete the project within this timeline. Thus, in accordance with Clause 9.2, the allottee was fully justified in stopping further payments.
21. Considering the above findings, the cancellation of the allotment is deemed invalid and is hereby quashed as issued in bad faith. Thus, the respondent is directed to reinstate the unit allotted to the complainant.
22. Herein, the complainant 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."

23. **Due date of handing over possession:** As per clause 4.1 of the BBA executed inter se parties, the respondent proposed to handover possession of the subject unit ***within a period of four years i.e. 48 months from the date of commencement of project.*** It is pertinent to mention here that the project was to be developed under the Affordable Housing Policy, 2013. However, the respondent has chosen to disregard the policy provision. Clause 1(iv) of the Affordable Housing Policy, 2013 deals with the date of possession of the unit and completion of the project. The relevant clause is reproduced as under:

“1(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. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.”

(Emphasis supplied)

24. In the present case, the date of approval of building plans is 10.03.2015, and the date of environment clearance is 16.09.2016. The due date of handing over of possession is reckoned from the date of environment clearance being later. Therefore, the due date of handing over of possession comes out to be 16.09.2020. Further as per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having a completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 16.09.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to the outbreak of Covid-19. As such the due date for handing over of possession comes out to be **16.03.2021**.

25. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate. However, proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, *ibid*. Rule 15 has been reproduced as under:

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

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

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

26. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid*, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
27. 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., 27.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
28. 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;"*

29. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80 % by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
30. On consideration of the documents available on record and submissions made 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.
31. It is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 16.03.2021 till the actual handing over of possession or offer of possession + 2 months, whichever is earlier as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
32. The Authority further observes that the respondent-promoter has obtained Occupation Certificate of the said project from the competent authority on 31.12.2024. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject unit to the complainant complete in all respect as per specifications mentioned in BBA and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.
33. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

34. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

F.III Direct the respondent to get the copy of OC as such the respondent claims that they have applied for OC.

35. As per the additional documents placed on record by respondent on 04.09.2025, the Authority finds that the respondent has obtained the Occupation Certificate for the said project on 31.12.2024.

36. As per Section 11(4)(b) of Act of 2016, the respondent is under an obligation to supply a copy of the occupation certificate/completion certificate or both to the complainant-allottee. The relevant part of section 11 of the Act of 2016 is reproduced as hereunder:-

"11(4)....

(b) The promoter shall be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be."

37. Even otherwise, it being a public document, the allottee can have access to the it from the website of DTCP, Haryana.

H. Directions of the authority:

38. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligation cast upon the

promoter as per the function entrusted to the authority under Section 34(f) of the act of 2016:

- I. The respondent is directed to pay interest at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 16.03.2021 till the actual handing over of possession or offer of possession + 2 months whichever is earlier.
- II. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules, *ibid*.
- III. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- IV. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainants are directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- V. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the occupation certificate in respect of the project has already been obtained by it from the competent authority.

- VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.
- VII. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement and the provisions of the Affordable Housing Policy, 2013.
39. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
40. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
41. File be consigned to registry.



(Phool Singh Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

27.01.2026



(Arun Kumar)

Chairman