

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

Complaint no. : 4712 of 2024
Complaint Filed on: 25.09.2024
Date of Decision: 17.10.2025
Rectification application received on: 29.10.2025
Rectification application decided on: 30.01.2026

Deepak S/o Ramautar

R/O: Flat no. C-41, Brahma CGHS, Plot No. 7,
Sector-7, Dwarka, New Delhi-110075

Complainant

Versus

M/s Nani Resorts & Floriculture Pvt. Ltd.

Office: Building no. 80, 1st Floor, Sector-44,
Gurgaon, Haryana - 122003

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Mayank Sharma

Sh. Garvit Gupta

Advocate for the complainant

Advocate for the 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. 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:

S.No.	Particulars	Details
1.	Name of the project	"ROF AALAYAS-II" sector- 102, Gurugram
2.	Project area	5 acres
3.	Nature of project	Affordable Group Housing
4.	DTCP License no. and validity	11 of 2014 dated 10.06.2014 valid up to 09.08.2019
5.	Name of licensee	Nani Resorts & Floriculture Pvt. Ltd.
6.	RERA registered/not registered and validity	Registered vide no. 33 of 2019 dated 03.07.2019 valid up to 4 years from the date of environmental clearance i.e., 05.01.2015
7.	Unit no.	C-1202, 12 th floor, tower/block- C (page no. 45 of the complaint)
8.	Unit measuring	534.75 sq. ft (carpet area) & 61.35 sq. ft. (balcony area) (page no. 45 of the complaint)
9.	Date of apartment buyer's agreement	27.10.2015 (page no. 46 of the complaint)
10.	Date of approval of building plans	27.05.2019
11.	Date of grant of environment clearance	04.10.2019

12.	Possession clause	3. Possession 3.1 within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later..... (As per page no. 52 of the complaint)
13.	Due date of possession	04.04.2024 [Note: Due date of possession can be calculated by the 4 years from grant of Ec being later i.e., 04.10.2019 plus 6 months of covid]
14.	Total sale consideration	Rs. 21,69,675/- (page no. 72 of the complaint)
15.	Total amount paid by the complainant	Rs. 23,54,794/- (as per demand letter dated 15.12.2023 at page no. 116 of complaint)
16.	Occupation certificate	01.08.2019 (as per TCP website)
17.	Offer of possession	01.08.2019 (page no. 108 of complaint)
18.	Demand letters and reminders	23.05.2022, 09.06.2022, 27.06.2022 (page no. 109-111 of complaint)
19.	Cancellation letter	07.07.2022, 31.08.2022 (page no. 112 of complaint)
20.	Final cancellation letter	11.09.2024 (page no. 130 of complaint)

B. Facts of the complaint

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

- I. That the complainant Mr. Deepak was allured to buy a residential apartment by the respondent. The complainant applied for allotment of the unit dated 09.06.2015 for allotment of residential apartment having carpet area of 534.75 sq. ft. and balcony area of 61.35 sq. ft.
- II. That the respondent/promoter conducted a draw of lots on 22 May 2015 and the complainant was allotted unit no. C-1202 in Tower-C having carpet area of 534.75 sq. ft. and balcony area of 61.35 sq. ft. on 12th floor.
- III. That subsequently, the parties executed an apartment buyers agreement dated 27.10.2015. As per clause 2.1 of the ABA dated 27.10.2015, the total sale consideration of the unit was fixed at Rs. 21,69,675/- calculated at the rate of Rs. 4,000/- per sq. ft. on the carpet area and an additional rate of Rs. 500/- per sq. ft. on the balcony area. At the time of submission of application, the complainant had paid to the respondent a sum of Rs. 1,10,000/- out of the total sale consideration of the unit.
- IV. That the complainant kept making the payments to the respondent as and when any demands were raised to him. The payments made by the complainant to the respondent included the payment of principle amounts, interest calculated thereon, electricity meter charges, maintenance charges, etc. which are all reflecting in the interest calculation ledger provided to the complainant by the respondent which shows the various payments made against various demands raised from time to time.
- V. That the complainant had even as late as 08.08.2024 made payments of the following amounts towards maintenance charges paid to the

maintenance agency appointed by the respondent i.e., M/s Homecrew Facility Services Pvt. Ltd.:

- VI. That the respondent issued a letter dated 01.08.2019 whereby they informed the complainant that they had received the occupation certificate dated 01.08.2019 and asked the complainant to clear the payments as per the demand letter so that they could start possession formalities.
- VII. That the complainant had made payments amounting to Rs. 23,03,934/- as on 25.07.2019 i.e., prior to grant of occupation certificate to the respondent. That instead of offering actual physical possession to the complainant upon receipt of the occupation certificate, the respondent began raising frivolous, illegal and malafide demands in the nature of holding charges and the complainant visited the office of the respondent regarding handing over of the actual physical possession of the allotted unit, the respondent officials dilly-dallied the matter on one pretext or another and instead of handing over the actual physical possession, raised further demand reminders vide their letters dated 23.05.2022, 09.06.2022 and 27.06.2022 wherein they raised demands for various amounts for which neither the respondent provided any calculation nor any justification in the nature of statement of account to the complainant.
- VIII. That thereafter, the respondent issued a threatening letter termed as "cancellation letter" dated 07.07.2022 wherein the respondent stated that due to non-payment of installments the unit of the allottee will be cancelled as per the rules and regulations of Haryana Government's "Affordable Housing Policy 2013" along with its amendments thereof.

- IX. That thereafter the complainant began running from pillar to post visiting the office of the respondent and making incessant calls to clarify the position regarding the allegedly due amount and make payment for any amount due. That upon the several incessant enquiries being made by the complainant, instead of cancelling the allotment as threatened in the letter dated 07.07.2022, the respondent raised a demand for an amount of Rs. 88,265/- which was duly paid by the complainant on dated 31.12.2022 thereby satisfying all demands raised by the respondent.
- X. That the respondent issued another demand letter dated 15.12.2023 wherein they demanded holding charges despite the fact being that the complainant had cleared all the demanded amounts of holding charges on 31.12.2022 itself. Therefore, the demand dated 15.12.2023 was itself illegal and contrary to the factual matrix of the case.
- XI. That the respondent issued an email dated 22.12.2023 to the complainant wherein they asked for complete bank account statement of the bank account from where the funds had been transferred, bank NOC for registry and interest payment despite the fact of the matter being that the complainant had already cleared all demanded payments by 31.12.2022 without raising an iota of doubt about their propriety and/or legality. The demands for the IFUD, holding, maintenance charges, and payments were required to be raised by the respondent itself and all records qua the same were already in the possession and control of the respondent itself and the demands for the aforesaid documents was another dilatory tactic on the part of the respondent to further delay the matter.

- XII. That on 13.07.2024, the complainant received a telephone call from the respondent office wherein one Mr. Mohan from CRM acknowledged all the payments made by the complainant till date and admitted that there is usually a delay at the ends of the accounts department to update the payment statuses. That upon his request the complainant shared all documents as were sought by him. However, it came to the utter shock and surprise of the complainant when the respondent asked the complainant as to why he has not got the registry of the title documents done till date. In response the complainant told the said official of the respondent that neither any demand for stamp duty as per clause 9.1 of the ABA dated 27.10.2015 was ever raised, nor was any appointment suitability date ever sought from him nor was he ever called upon to come forward for registration of the conveyance deed till date by any notice in writing as stipulated under clauses 9.1 and 9.2 of the ABA dated 27.10.2015. Therefore, the delay in registration could not be pinned upon the complainant in the absence of any direction/request/instruction by the respondent to comply in that regard.
- XIII. That in compliance of the demand by the respondent officials, the complainant submitted the bank NOC on 31.07.2024 by email, however, the respondent officials still did not sign the checklist to forward the matter for registration of the conveyance deed in favour of the complainant.
- XIV. That on 08.08.2024, the complainant received an email from the respondent officials wherein they sought a payment of a sum of Rs. 20,426/- payable to the maintenance agency M/s Homecrew Facility Services Private Limited. The complainant duly complied with

the demand raised towards maintenance charges thereby fulfilling the demands raised by the respondent even as late as 08.08.2024.

- XV. That the demand raised for maintenance charges and compliance by payment thereof that even though the complainant was never offered actual physical possession, however, the payment of the maintenance and having paid all requisite amounts as demanded amounted to constructive possession of the complainant and no termination of the allotment of the allotted unit of the complainant could therefore be effected without following the mandatory procedure as envisaged/stipulated in the ABA dated 27.10.2015.
- XVI. That despite repeated follow ups, the conveyance deed has not been executed due to lack of facilitation and support by the concerned staff of the respondent firstly stalling the conveyance on the pretext of COVID pandemic, thereafter in the name of strike in registry office and finally by dilly-dallying the registry by saying that "we will let you know". The complainant also mentioned about the threat calls regarding cancellation of the unit made to him on 31.08.2024 and asking the complainant to meet the staff personally.
- XVII. That thereafter, on 11.09.2024, the complainant was shocked to receive yet another "Cancellation Letter" dated 11.09.2024 wherein it was mentioned that due to non-payment the allotment of the complainant stands cancelled with immediate effect.
- XVIII. That the respondent was obligated under Section 11 Sub-Section (4) Clause (f) of the Real Estate (Regulation and Development) Act, 2016 whereby the promoter has been held responsible for execution of registered conveyance deed of the apartment in favour of the allottee along with undivided proportionate title in the common areas to the

association of allottees or competent authority as the case may be as provided under Section 17 of this Act. Therefore, the obligation to call upon the complainant lay on the respondent to call him to come forward for getting the registry of the conveyance deed done before the concerned sub-registrar. However, in the aforementioned cancellation letter dated 31.08.2024 the respondent has lay the blame on the complainant for non-registry of the unit despite the fact of the matter being that the respondent never ever issued any written notice to the complainant to come forward for registry of the unit.

- XIX. That the reason for cancellation stated is the illegal, arbitrary and unilateral cancellation letter dated 11.09.2024 was non-payment. However, it is submitted that under the ABA dated 27.10.2015, a unit can only be cancelled/terminated on account of non-payment after following the mandatory provisions of clause 2.5 of the ABA dated 27.10.2015 which stipulate a written notice of at least 15 (fifteen) days, and in case of further failure to make any payments despite lapse of the 15 days period given in the notice for payment, then the publication of the name of the defaulting allottee as defaulter in a regional hindi newspaper were mandatory still further granting a last opportunity to the defaulting allottee further time of 15 (fifteen) days for making the demanded payments. It is herein pertinent to mention that neither was any amount due in respect of which a demand notice for making payment was issued to the complainant within the last 30 days, nor was there any publication of the name of the complainant in any hindi newspaper with another 15 days' time granted to the complainant as necessary preconditions for compliance of clause 2.5 of the ABA dated 27.10.2015 in order to render the cancellation letter

dated 11.09.2024 valid in terms of the ABA dated 27.10.2015. Therefore, it is firstly reiterated that the allotted unit was fully paid up by the complainant and there was never any denial of the payments by the respondent, rather, as on 31.12.2022, the complainant had fulfilled payment of all requisite amounts and any further delays in offering physical possession or calling on the complainant for registration of conveyance deed was attributable solely on the respondent. Therefore, there could not be cancellation/termination of the unit on the ground of non-payment of the dues by the complainant.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - (i) Declare the cancellation of the allotted unit dated 31.08.2024 as void, illegal and arbitrary.
 - (ii) Direct the respondent to withdraw the cancellation letter and to restore the allotment of the complainant.
 - (iii) Direct the respondent to offer and handover physical possession of allotted unit to the complainant.
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 instead of filing reply on merits has filed an application for dismissal of complaint and contested that the present complaint is not maintainable on the ground that the complainant does not fall under definition of allottee. The Authority is of the view that the Authority shall deal with the complaints as expeditiously as possible

and shall dispose of the same within a period of sixty days from the date of receipt of such application/complaint and in case the time period is not adhered to, the Authority shall record the reasons in writing. The legislative intent for the said enactment is to provide a speedy summary trial of the complaint filed by the complainant. The spirit and object of the benevolent legislation will be frustrated and defeated if the complaints filed are not disposed of expeditiously. The present matter has been pending for more than 1 year. The pleadings are complete, there is no justification for adjourning the proceedings anymore. Therefore, the authority is treating the application for dismissal of complaint as reply and proceeding further.

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 relief sought by the complainant:

- (i) Declare the cancellation of the allotted unit dated 31.08.2024 as void, illegal and arbitrary.**
- (ii) Direct the respondent to withdraw the cancellation letter and to restore the allotment of the complainant.**
- (iii) Direct the respondent to offer and handover physical possession of allotted unit to the complainant.**

12. The above mentioned relief no. (i), (ii) and (iii) are interrelated to each other. Accordingly, the same are being taken up together for adjudication.
13. In the present complaint, 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."

14. The complainant submitted an application for participation in the draw for the allotment of apartments in the project developed by the respondent company, namely ROF Aalayas, Phase II, located at Sector 102, Gurugram. In response, the complainant was allotted unit bearing no. 1202 on the 12th floor of tower C, with a carpet area of 534.75 sq. ft. and balcony area of 61.35 sq. ft. vide allotment letter. The builder buyer agreement was executed between the parties on dated 27.10.2015. The said project is the affordable group housing project and regulated as per the Affordable Group Housing Policy, 2013.
15. Clause 1(iv) of the affordable group housing policy, 2013 provides for handing over of possession and is reproduced below:

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

16. **Due date of possession:** As per clause 1(iv) of the affordable housing policy, 2013 the project has to be handed over within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. The respondent has obtained building plan approval and environment clearance in respect of the said project on 27.05.2019 and 04.10.2019 respectively. 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 04.10.2023. Further grace period of 6 months is allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020. Hence the due date of possession comes out to be 04.04.2024.
17. Further, as per the agreement dated 27.10.2015 the total price of the unit was Rs. 21,69,675/- out of which the complainant has made a payment of Rs. 23,54,794 /-. The occupation certificate for the project was received on 01.08.2019 and subsequently unit was offered for possession on 01.08.2019. The respondent raised further demand of Rs. 32,856/- vide letter dated 23.05.2022. Due to the complainant's failure to remit the required payment, the respondent issued reminder for payment dated 09.06.2022, 27.06.2022 and 07.07.2022. Subsequently, due to continued non-payment of the outstanding dues by the complainant, the respondent on 31.08.2022 cancelled the unit of the complainant. Thereafter on 11.09.2024 respondent finally the unit of the complainant. Now, the question before the authority is whether this cancellation is valid or not.
18. After considering the documents available on record as well as submissions made by the parties, the Authority observes that the said

project is regulated as per the Affordable Housing Policy, 2013. Further, the clause 5(iii)(i) of the Affordable Housing Policy, 2013 is relevant in the case of cancellation by the respondent promoter. The said clause is reproduced below for ready reference:

"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".

19. The Authority observes that clause 5(iii)(i) of the Affordable Housing Policy, 2013 provides that if an applicant fails to remit the installment within the prescribed time period, a reminder may be issued to the applicant, requiring payment of the outstanding installment within fifteen (15) days from the date of issuance of such notice. If the allottee fails to make the payment within the specified period, the list of defaulters may then be published in a regional Hindi newspaper. If the allottee continue to default, the allotment may be cancelled within fifteen (15) days thereafter.
20. In the present case, it is evident that the demand for payment was raised on 23.05.2022, followed by a reminders dated 09.06.2022, 27.06.2022, 07.07.2022, 31.08.2022 and the unit was thereafter cancelled on 11.09.2024. The Authority finds that the mandatory

procedure prescribed under the Affordable Housing Policy, 2013 has not been duly complied with by the respondent. Notably, the requisite publication of the list of defaulters in a regional Hindi newspaper as mandated under the Policy was not carried out prior to cancellation of the allotment. Further, the record reflects that the complainant had already paid an amount of Rs. 23,54,794/- against the total sale consideration of Rs. 21,69,675/-. In view of the above, the said cancellation is bad in law and is hereby set aside and the subject unit is ordered to be restored to its original position in favour of the complainant.

21. **Payment of delay possession charges at prescribed rate of interest:** As delineated hereinabove, the respondent was liable to handover possession of the subject unit by 04.04.2024. The respondent has obtained the occupation certificate from competent authority on 01.08.2019 and subsequently offered the possession on 01.08.2019. The complainant is seeking delay possession charges at the prescribed rate of interest. 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. 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.

22. 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.
23. 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., 17.10.2024 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
24. 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;"*

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

26. On consideration of the documents available on record and submissions made by the parties regarding contravention as per 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.
27. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer possession of the allotted unit to the complainant. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period.
28. 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/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the due date of possession i.e., 04.04.2024 till the date of offer of possession 01.08.2019 plus 2 months i.e., 01.10.2019 or actual handing over of possession, whichever is earlier at prescribed rate i.e., 10.85% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.
29. The respondent-promoter is directed not to create third party rights. In case the respondent has already created third party rights on the unit in question, then the respondent/promoter shall offer possession of a similarly located unit/flat of same size and specifications at same rate as per the buyer's agreement dated 27.10.2015 in the said project to the complainant.

G. 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 cancellation of the allotted unit is set aside.
- ii. The respondent is directed to restore the subject unit to its original position in favour of the complainant.
- iii. The respondent-promoter is directed not to create third party rights. In case the respondent has already created third party rights on the unit in question, then the respondent/promoter shall offer possession of a similarly located unit/flat of same size and specifications at same rate as per the buyer's agreement dated 27.10.2015 in the said project to the complainant.
- iv. 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., 04.04.2024 till the date of offer of possession 01.08.2019 plus 2 months i.e., 01.10.2019 or actual handing over of possession, whichever is earlier at prescribed rate i.e., 10.85% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- v. 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.
- vi. The respondent shall not charge anything from the complainant which is not provided under Affordable Housing Policy, 2013.

- vii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
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

Date of Decision: 17.10.2025

Date of Rectification application decided on: 30.01.2026



HARERA
GURUGRAM