

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

Complaint no. : 5842 of 2024
Date of decision : 12.12.2025

B S Gupta Huf Through Its Successor
Karta Dr Sharad Kumar,
R/O: -House No. B-1/4, L Park,
Mahanagar Extension, Lucknow,
Uttar Pradesh - 226006

Complainant

Versus

M/s Imperia structures Limited
Regd. Office at: A-25,
Mohan Cooperative Industrial Estate,
Mathura Road, New Delhi-110044

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Sunil Kumar (Advocate)
Sh. Shubham Mishra (Advocate)

Complainant
Respondent

ORDER

1. The present complaint dated 13.12.2024 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 allottee 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. N.	Particulars	Details
1.	Name of the project	"Mindspace", Sector 52, Gurugram
2.	Project area	8.36 acres
3.	Nature of the project	IT Park/Cyber Park
4.	DTCP license no. and validity status	86 of 2010 dated 23.10.2010 valid upto-22.10.2020
5.	Name of licensee	Baakir Real Estate Pvt Ltd and 2 others
6.	RERA Registered/ not registered	240 of 2017 dated 25.09.2017 for 2.2 acres
7.	RERA registration valid up to	31.12.2020
8.	Unit no.	6082-6085, 6 th floor, tower -A (on page 34 of complaint)
9.	Unit area admeasuring	1600 sq. ft. (on page 34 of complaint)
10.	MOU	10.01.2017 [on page 25 of complaint]
11.	Assured return clause	33. Assured Return <i>Where the Allottee has opted for Payment Plan as per Annexure-A attached herewith and accordingly, the Company has been paying/agreed to pay Rs. 1,04,167/(Rupees One lac four thousand only) per month of way or ty assured return to the Allottee from 07-Jan-2017 till the date of possession of the Unit. The return shall be only inclusive of all taxes whatsoever payable or due on the return</i> [page no. 45 of complaint]

12.	Handing over possession	<p>12. That the Allottee shall be handed over possession of the Unit from the Company only after the Allottee has fully discharged all his obligations and entire Total Price (including interest due, if any, thereon) against the Unit has been paid and all other applicable charges/dues/taxes of the Allottee have been paid and Conveyance Deed has been executed and registered in his favour. The Company shall hand over possession of the Unit to the Allottee provided the Allottee is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Company in this regard. The Allottee shall be liable to pay the Maintenance Charges from the date referred in the notice for taking possession of the Unit. After taking the possession of the Unit, it shall be deemed that the Allottee has satisfied himself with regard to the construction or quality of workmanship.</p> <p>[page no. 40 of complaint]</p>
13.	Date of start of excavation work at project land	Not provided
14.	Due date of possession	<p>10.01.2020</p> <p>[3 years from the date of signing of agreement. Calculated as per fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors, (12.03.2018 - SC); MANU/SC/0253/2018]</p>
15.	Total sale consideration	<p>Rs.30,00,000/-</p> <p>(as agreement at page 34 of complaint)</p>
16.	Amount paid by the complainant	Rs.30,00,000/-
17.	Occupation certificate /Completion certificate	<p>02.06.2020</p> <p>(page no. 10 of reply)</p>
18.	Fit-out offer of possession	<p>15.07.2019</p> <p>(page no. 78 of reply)</p>

19.	Reminder	23.08.2019 [on page 80 of reply]
20.	Offer of possession	21.06.2020 [on page 82 of reply]
21.	No dues certificate	06.11.2019 [on page 65 of complaint]
22.	Letter stating amended terms of assured return	Dated 23.01.2019 <i>This is regarding our meeting with yourself. We would like to mention our understandings:-</i> 1. Imperia will clear Assured Return for the M/o July, Aug, Sep & Oct 2018 by Feb 2019. 2. M/s B.S Gupta (HUF) will not ask for further Assured Return. 3. Imperia will adjust further Assured Return from Nov 2018 till submission of O.C in possession Demand [on page 67 of complaint]
23.	Reminder for maintenance charges Final notice Pre - cancellation letter Cancellation letter	25.07.2023, 29.08.2023, 09.11.2023, 01.07.2024 (page no. 85,86, 87, 88 of reply) 06.03.2025 [on page 51 of reply] 18.09.2025[on page 53 of reply] 27.10.2025[on page 54 of reply]

B. Facts of the complaint

3. The complainant has made the following submissions: -

- i. That the respondent "M/s Imperia Structures Ltd." Company incorporated under company's act, 2013 or earlier applicable law having its Registered Office at A-25, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044, Launched "Imperia Mindspace" commercial project approved by DTCP Haryana, Chandigarh vide License bearing no. 86 of 2010 dated 23.10.2010 for development and maintaining commercial Cyber Park on said land, which is mentioned in B.B.A. agreement vide page no. 6

representation clause B, C and E of unit buyer's agreement executed vide dated 10th January, 2017.

- II. That the respondent company advertised a sanctioned plan, model, map, layout, specifications and designs etc. of above project and shops to be built for delivery to buyers through various advertising means, prospectus and modes to public at large and invited applications from public to invest and buy the apartments, shops etc. in above said project.
- III. The above statements and documents produced by respondent company, the complainant(s) impressed by glitz advertisement of the project, contacted company office to get more information about the project, its prospective, future beneficial and other terms and conditions. Company office requested the allottee to come to its office. The allottee met a company agent / nominee at company's office, in year 2016. During this meeting, company representatives produced, displayed and disclosed the sanctioned plan of the said commercial project and also of sanctioned layout, design, map and specifications etc. of sixth floors unit bearing number 6082-6085, admeasuring a super area of 1600 sq. ft., in Tower -A, of virtual IT Space on, 6th Floor, with BSP of Rs. /- per sq. ft having a total basic price of Rs. 30,00,000/- only was paid, mentioned on page No. 10 Clause 1.1 of Unit Buyers Agreement. In addition for EDC/ IDC @ 390/- Sq. Ft. of Super Area amounting Rs. 6,24,000/-. IFMS and Fire Fighting Charges @Rs. 150/- Sq. Ft. Amounting Rs. 2,40,000/-, EEC actual was also agreed upon to be paid at the time of possession. But till today the respondent has failed to hand over legal offer of possession, and unable to get the conveyance done in favor of

complainant - which is demanded and requested through the Authority- Haryana Real Estate Regulatory Authority, Gurugram, Haryana.

- IV. As the claim of receipt of occupation certificate was made by the Respondent vide letter dated 02.06.2020, but no offer of possession was made by the respondent to the allottee till today i.e 18.11.2024. Hence, assured return Rs. 1,04,167/- which was to start from 01.01.2017 till valid Offer of Possession is due from the respondent end, and Leasing arrangement is still due from the respondent end. Neither valid offer of possession was made nor leasing arrangement was made and nor assured return was paid by the respondent end till date.
- V. Further, as per the Apex Court's observation in complaint of Dharmender Sharma Vs Agra Development Authority Ltd., in which it is pertinent to mention here that without obtaining a proper CC and Fire NOC all offer of possession stand invalid or illegal. Hence, the respondent is required to get the proper completion certificate from the competent authority and fire noc and then only the offer of possession can be considered valid.
- VI. Till today i.e. 16-11-2024, no proper completion certificate has been received by the respondent, and fire noc is also still awaited as per information gathered by the complainant. A no dues certificate is issued by the respondent company in favour of the complainant, vide dated 06-11-2019.
- VII. Most Important facts would like to draw kind attention of the Authority by the complainant which shows malafide intentions, cheating, unethical, illegal, injustice behaviour of the respondent as

there were two cheque issued towards the promised liability by the respondent. Cheque bearing No. 11101, dated 02.04.2020 having amount Rs. 79,200/- and Cheque bearing No. 11102, dated 25.04.2020 having amount Rs. 79,200/- reject by clearing reason "fund insufficient" in cheque no. 11101 and second cheque bearing no. 11102 bounced reason "payment stop by drawer". This is also the breach of trust,

VIII. The total paid amount had made as and when demanded by the respondent and further, "no dues certificate" vide dated 06/11/2019.

IX. As per agreement page no. 21, clause 34 the respondent supposed to pay a sum of Rs. 88,000/- per month as committed return upto 3 years from the date of notice of possession of the unit or till the same is put on lease, whichever is earlier, after the unit is put on lease the payment of committed return come to an end. Which committed return of 3 years is still awaited and two cheque bearing no. 11101 and 11102 disobeyed by the concerned bank by cleaning reason fund insufficient and stop by the drawer. which is also breach of law and shows malafide intention of the respondent.

C. Relief sought by the complainant

4. The complainant has sought following relief(s).
 - a) Legal and valid possession including all the amenities as committed in the brochure of unit should be awarded to the complainant. As per section 18(1) of Rera Act, 2016 and other applicable Section(s).
 - b) Monthly interest on deposited principal amount for delayed period. As per section 18(1) read with section 2(za) of Rera Act, 2016, add committed return

- c) Assured return as per promises by the respondent with delay interest.
 - d) Leasing arrangement as per promises by the respondent with delay interest.
 - e) Revoke maintenance and holding charges demanded and interest thereof, by the respondent and stands as illegal and unethical
 - f) Revoke all the illegal demand raised by the respondent in lieu of maintenance, holding and other as outstanding sale consideration as no dues certificate issued by the respondent in favour of complainant vide letter dated 06.11.2019.
 - g) Revoke demand letter issued by the respondent vide dated 01.01.2023 in lieu of charges levied for holding and maintenance services, which is unethical and against the law.
 - h) Direction for obtaining completion certificate and fire NOC from the competent Authority.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.
- D. Reply by the respondent.**
6. The respondent has contested the complaint vide its reply on following grounds: -
- i. That the present reply to the application is being filed through Mr. Nitin Sharma, authorized representative of the respondent company, who has been authorized to represent the respondent company vide board resolution dated 02.04.2025.

- ii. It is respectfully submitted that it is the complainant who has been in default for the past five years. The allegation that the complainant was not informed about the receipt of the occupancy certificate is entirely baseless and incorrect. The complainant was duly informed of the same vide letter dated 21.06.2020. Furthermore, the complainant's contention that any offer of possession without a completion certificate is invalid is misconceived. It is pertinent to note that the Complainant is statutorily obligated to take possession of the unit within two months from the date of issuance of the Occupancy Certificate.
- iii. That the Complainant has further alleged that possession of the unit has not been handed over to date. However, it is pertinent to note that the space allotted to the Complainant is of a virtual nature. The Complainant, having voluntarily agreed to the allotment of a virtual space in the application filed by him, cannot now claim non-delivery of possession. It is further submitted that the RERA framework does not recognize or regulate virtual spaces, and therefore, such allotments fall outside the scope and jurisdiction of this Authority.
- iv. Accordingly, in the present case as well, since the complainant has been allotted a virtual space, the same cannot be physically possessed, and therefore, the provisions of the RERA Act are inapplicable. The complaint is, thus, liable to be dismissed as being beyond the scope and jurisdiction of this Authority.
- v. That the complainant has further alleged that the assured returns remain unpaid and are payable until the date of offer of possession. The said allegation is completely baseless and is hereby denied. The respondent company has duly paid assured returns amounting to

Rs. 34,26,330 for the period from January 2017 to March 2020. Furthermore, possession was duly offered in June 2020, immediately after receipt of the occupancy certificate. The assured returns for the subsequent two months were not payable, due to the force majeure event, COVID-19 pandemic, and the Clause 46 of the BBA duly acknowledges the force majeure which again has duly been signed by the complainant, further as mentioned in the written statement, the lease rent was a subject to force majeure clause, therefore the complainant making allegations with respect to that shall at no cost be entertained.

- vi. That the respondent company respectfully submits that the complainant is seeking relief pertaining to lease rent, which falls outside the jurisdiction of the Authority under the RERA Act, 2016. It is submitted that although such returns may form part of the commercial terms agreed upon under the bba, they are compensatory in nature, intended to provide the buyer with a financial return during the period when the unit remains under construction and is not capable of being used or let out.
- vii. Accordingly, under the statutory framework of the RERA Act, Section 71 specifically vests jurisdiction with the Adjudicating Officer to decide matters relating to interest and compensation. Therefore, any claim concerning lease rent, being monetary in nature and flowing from the contractual terms of the bba, squarely falls within the domain of the Adjudicating Officer under Section 71, and not within the purview of this Authority.
- viii. It is respectfully submitted that the Hon'ble Bombay High Court, in Lavasa Corporation Limited vs. Jitendra Jagdish Tulsiani and Ors.,

2018 SCC Online Bom 2074, has categorically held that disputes arising from an agreement to lease fall within the ambit of Section 18 of the RERA Act, 2016, which deals with the return of amount and compensation. The Hon'ble Court further clarified that such matters lie exclusively within the jurisdiction of the Adjudicating Officer and therefore fall outside the purview of this Authority.

- ix. In view of the aforesaid judgment, it is respectfully submitted that the issue pertaining to lease rent, being compensatory in nature, does not fall within the jurisdiction of this Authority. Therefore, any claim seeking adjudication of Rentals can only be entertained by the Learned Adjudicating Officer as mentioned in Section 18, who is the competent authority to decide matters relating to compensation under the Act. The said position has also been reaffirmed by this Authority in *Vikas Kumar v. Imperia Structures Ltd.*, Complaint No. CR/4837/2021.
- x. It is further submitted that the complainant has been fully aware of the fact that the oc has been obtained for the said project. It is pertinent to mention that the respondent company has been maintaining the building and the subject space from its own resources ever since the grant of oc, and continues to incur maintenance expenses on account of the complainant's failure to take possession. It is evident that despite communications and reminders, including letter dated 12.12.2022, the complainants have deliberately withheld themselves from taking possession, seemingly in an attempt to unjustly claim delayed possession charges. The letters dated 25.07.2023 and 29.08.2023 were again sent to the complainant, calling upon him to appear for the

execution of the conveyance deed. Further, a letter dated 09.11.2023 was duly issued and verified by the interim resolution professional appointed during the moratorium period of the respondent company. The said letter sets out a clearly the outstanding amount payable by the complainant and was duly communicated to the complainant. It is relevant to note that the IRP was appointed by the Hon'ble Court, thereby ensuring his neutrality and reliability to the verification process. In view of the continued default and non-cooperation on the part of the complainant, the respondent is constrained to claim holding charges and maintenance dues, which as of date cumulatively amount to Rs. 31,61,600/-.

- xi. That the complainant was once again reminded of his outstanding dues and was requested to come for the execution of conveyance deed, vide reminder letters dated 01.07.2024 and 06.03.2025, wherein a final opportunity was extended to him to clear the substantial outstanding amount.
- xii. That in view of the continued non-compliance by the complainant, the respondent company was left with no option but to initiate the process of cancellation. Despite the lapse of more than five years since the issuance of the occupancy certificate, the complainant neither came forward for execution of the conveyance deed nor cleared the outstanding dues. Accordingly, a final notice dated 18.09.2025 was issued to the complainant, granting him a final opportunity to comply.
- xiii. That as the complainant has been in continuous default despite being granted ample opportunities to rectify the same, the

respondent company was constrained to cancel the allotment vide letter dated 27.10.2025. It is further submitted that third-party rights have already been created in respect of the said space, and therefore, no claim of the complainant now survives with regard to the said allotment.

- xiv. That since the allotment has been duly cancelled and third-party rights have already been created in respect of the said space, the respondent company is left with no option but to refund the amount paid by the complainant, after deducting the earnest money as mentioned in the Clause 4 of the BBA and adjusting the AR already paid. It is further submitted that the cancellation was necessitated solely due to the complainant's continuous and willful default in making the due payments.
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 submissions 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.1 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.

F.I Legal and valid possession including all the amenities as committed in the brochure of unit should be awarded to the complainant. As per section 18(1) of Rera Act, 2016 and other applicable Section(s).

F.II Monthly interest on deposited principal amount for delayed period. As per section 18(1) read with section 2(za) of Rera Act, 2016, add committed return

F.III Assured return as per promises by the respondent with delay interest.

- F.IV Leasing arrangement as per promises by the respondent with delay interest.**
- F.V Revoke maintenance and holding charges demanded and interest thereof, by the respondent and stands as illegal and unethical**
- F.VI Revoke all the illegal demand raised by the respondent in lieu of maintenance, holding and other as outstanding sale consideration as no dues certificate issued by the respondent in favour of complainant vide letter dated 06.11.2019.**
- F.VII Revoke demand letter issued by the respondent vide dated 01.01.2023 in lieu of charges levied for holding and maintenance services, which is unethical and against the law.**
- F.VIII Direction for obtaining completion certificate and fire NOC from the competent Authority.**
12. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.
 13. The complainant was allotted unit nos. 6082 to 6085 measuring 1600 sq. ft. situated on the 6th floor in Tower-A of the said project. A unit buyer's agreement dated 10.01.2017 was executed between the parties governing the rights and obligations of the parties.
 14. The complainant has submitted that he had complied with the payment obligations as raised by the respondent from time to time and that a no-dues certificate dated 06.11.2019 had also been issued by the respondent. It is further the case of the complainant that despite such compliance and despite the project having received the Occupancy Certificate on 02.06.2020, the respondent failed to deliver lawful possession of the allotted unit and also failed to honour the contractual commitments regarding lease rental/assured return arrangements as contemplated under the agreement executed between the parties.
 15. The respondent has contested the complaint and has raised the plea that the complainant had defaulted in making payments and therefore

the allotment was liable to be cancelled. The respondent has further relied upon certain communications and notices issued to the complainant including a final notice, pre-cancellation notice and cancellation communication.

16. The respondent has relied upon the issuance of a final notice, pre-cancellation notice and eventual cancellation of the allotment to justify its action. However, upon careful examination of the material placed on record, it is observed that the pre-cancellation notice, the final notice as well as the cancellation communication were all issued after the filing of the present complaint before this Authority.
17. The sequence of events is of material significance. Once a dispute between the parties has been brought before the regulatory authority under the Act, the parties are expected to maintain the status quo of the contractual relationship and allow the dispute to be adjudicated in accordance with law. Any unilateral action taken by the promoter during the pendency of proceedings, particularly one which seeks to defeat the subject matter of the dispute, cannot be viewed favourably.
18. The issuance of cancellation notices subsequent to the institution of the complaint raises serious concerns regarding the bona fides of such action. If the respondent intended to terminate the allotment for alleged default, the same ought to have been done prior to the initiation of proceedings and in strict compliance with the terms of the agreement. Resorting to cancellation only after the allottee has approached the Authority appears to be an attempt to create a subsequent defence and frustrate the proceedings already pending before the Authority.
19. In the present case, since the entire chain of notices culminating in cancellation dated 27.10.2025 was initiated after the filing of the

complaint, such cancellation cannot be sustained in law. The action of the respondent therefore cannot be treated as a valid termination of the allotment. Accordingly, the cancellation of the allotment is held to be invalid and unsustainable.

20. The complainant has also claimed entitlement to assured returns under the arrangement entered into between the parties. However, the material available on record includes a subsequent letter executed between the parties, the contents of which indicate that the arrangement relating to assured returns was modified and mutually acknowledged by the parties. Relevant portion of the letter has been reproduced below dated 23.01.2019 :-

This is regarding our meeting with yourself. We would like to mention our understandings:-

- 1. Imperia will clear Assured Return for the M/o July, Aug, Sep & Oct 2018 by Feb 2019.*
- 2. M/s B.S Gupta (HUF) will not ask for further Assured Return.*
- 3. Imperia will adjust further Assured Return from Nov 2018 till submission of O.C in possession Demand*

21. The said document, demonstrates that the parties had entered into a revised understanding regarding the commercial terms governing the allotment. In view of the said communication signed by both parties, the claim of the complainant for assured returns in the manner originally pleaded in the complaint does not appear to be sustainable.
22. The Authority therefore finds that no enforceable claim for assured returns is made out in the present proceedings in view of the subsequent letter mutually executed between the parties.
23. While the claim for assured returns is not found to be made out, the material placed on record clearly indicates that the agreement executed between the parties also contains provisions relating to lease rental payable to the allottee.

24. The obligations arising from such contractual terms continue to bind the parties unless lawfully modified or extinguished. The respondent promoter, having entered into such an arrangement with the complainant, is required to honour the same in accordance with the terms of the agreement.
25. The Authority therefore finds that the complainant remains entitled to receive lease rental in accordance with the terms and conditions contained in the agreement executed between the parties, subject to the contractual framework governing the said arrangement.
26. 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.”

27. **Due date of handing over of possession:** The due date of possession is being calculated as per 3 years from the date of signing of MOU i.e. 10.01.2017, the due date of possession comes out to be 10.01.2020. [Calculated as per fortune Infrastructure and Ors. Vs. Trevor D’Lima and Ors, (12.03.2018 - SC); MANU/SC/0253/2018]
28. **Admissibility of delay possession charges at 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.

29. 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.
30. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 12.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
31. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default
32. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
33. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 10.01.2017 till valid offer of possession plus 2 months after

obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

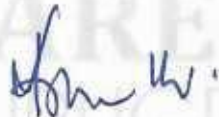
G. Directions of the authority

34. 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 of the unit is not valid in the eyes of law, hence the said cancellation letter is hereby set aside. The respondent is directed restore the subject unit to its original position in favour of the complainant.
- ii. The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 10.01.2020 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- iii. The arrears of such interest accrued from 10.01.2020 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules.
- iv. That the subject matter of the allotment pertains to virtual space, the said relief sought by the complainant for physical possession is hereby declined but the complainant is liable to receive lease rental

in accordance with the terms and conditions contained in the agreement executed between the parties.[In the proceeding dated 12.12.2025 it was inadvertently recorded that respondent shall have leasing rights which stands corrected]

- v. The respondent/promoter shall not charge anything from the complainant which is not the part of the Agreement duly signed by both the parties.
 - vi. The respondent/promoter shall execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.
 - vii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
35. Complaint as well as applications, if any, stand disposed off accordingly.
 36. Files be consigned to registry.



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025