

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

Complaint no.: 1744 of 2024
Order pronounced on: 07.04.2026

1. Aabshar Imam
2. Waqar Imam
Both R/o: C-302, La Lagune, Golf Course Road,
Sector-54, Gurugram, Haryana-122011.

Complainants

Versus

M/s ATS Realworth Pvt Ltd.
Registered office at: 711/92, Deepali, Nehru Place,
New Delhi-110019.

Respondent

CORAM:

Shri. Arun Kumar

Chairman

APPEARANCE:

Kuldeep Singh Kohli (Advocate)
Deeptanshu Jain (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the

provisions of the Act or the Rules and regulations made thereunder 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 complainants, 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 project	"ATS Grandstand Phase-I"
2.	Nature of project	Group Housing
3.	Location of project	Sector-99A, Gurugram.
4.	RERA Registered	Lapsed project Registration No. 06 of 2018 dated 02.01.2018
5.	DTCP license	License no. 37 of 2013 Dated-03.06.2013
6.	Agreement For Sale	18.10.2018 (As on page no. 39 of complaint)
7.	Unit no.	2063, Type-C, Floor-6 th , Tower no.-02 (As on page no. 40 of complaint)
8.	Unit area	1118 sq.ft [Carpet Area] (As on page no. 40 of complaint)
9.	Possession clause	CLAUSE 7 POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE:

		1.1 Schedule for possession of the said Apartment for Residential usage: The Promoter assures to hand over possession of the Apartment for residential usage alongwith Car Parking (if applicable), on or before 30th June 2023. [Emphasis supplied]
10.	Due date of possession	30.12.2023 [30.06.2023 + 6 months of Covid grace period]
11.	Payment plan	Construction Linked
12.	Sale consideration	Rs.95,78,688/- (As on page no. 42 of complaint)
13.	Amount paid	Rs.42,20,907/- (As per applicant ledger dated 16.03.2019 on page no. 68 of complaint)
14.	Occupation Certificate	Not obtained [Note: Checked with the website of TCP]
15.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- I. That the complainants while searching for a flat/accommodation were lured by such advertisements and calls from the agents of the respondent for buying a house in their project namely "ATS Grandstand Phase 1", Sector 99A, Gurugram.

- II. That the complainants who was caught in the web of false promises of the respondent and its agents, paid the initial amount towards the booking, accordingly filed an application form for allotment of a unit. Complainants after having purchased the apartment in the said project were sent one detailed Apartment Buyers Agreement and were requested to sign the agreement and return to the respondent. The same was signed on 18.10.2018.
- III. Further, the complainants having dreams of his own residential flat in NCR signed the agreement in the hope that the flat will be delivered within 55 months i.e. from the 18.10.2018 to 30.06.2023 as per clause 31 of the agreement. The complainants were also handed over one detailed payment plan which was construction linked plan.
- IV. That the complainants, despite having made payment of a considerable amount of Rs.43,20,907/- (45%) against the total consideration of Rs.95,78,688/- under the Apartment Buyers Agreement, the possession of the unit has not been delivered as per the delivery schedule provided at para 7.1 page 8 of the Apartment Buyers Agreement. The respondent not only failed to adhere to the terms and conditions of the Apartment Buyers Agreement entered into with the complainants but also illegally extracted money from the complainants by making false promises and statements in connection with the status of the construction from time to time. The respondent always kept the complainants in dark about the construction and the respondent did not leave any stone unturned to illegally extract money.
- V. That the complainants who was caught in the web of false promises of the respondent and its agents, the complainants booked the respective apartment in the project on 13.03.2018 and paid a

booking amount of Rs.12, 35,640/- through five different cheques of Rs. 3,00,000/-, Rs.4,26,655/-, Rs.4,26,655/-, Rs. 41,165/- and Rs. 41,165/- each.

- VI. The total demands made by the respondent was Rs.12, 35,640/- (13% of the total sale consideration) before signing the ABA, to which the complainants paid the entire sum to the respondent which was acknowledged by the respondent in receipts.
- VII. That an ABA was signed between the complainants and the respondent on 18.10.2018 wherein it was assured that the delivery of the property would be given within 55 months i.e. 30.06.2023.
- VIII. That the complainants and the respondent signed the above said ABA wherein the total consideration of the Apartment was Rs.95,78,688/- inclusive of the Basic Sale Price, External Development Charges, Internal Development Charges, infrastructural development charges, club membership charges, car parking.
- IX. That as per the ABA, the building plans of the said project were approved by Director General Town & Country Planning, Chandigarh, Haryana (DGTCP) vide memo no. ZP-938/AD(RA)/2014/10816 dated 26/05/2014 to ATS Realworth Pvt. Ltd. for setting up of Residential Group and Housing Colony on a land area of about 92 Kanal 14 Marla i.e., 11.5875 acres.
- X. That the complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project and illegal demands raised by the respondent, but the respondent cunningly answered that they have set procedure and accordingly they have raised demand notes.
- XI. That as per clause 7.1 of the Apartment Buyers Agreement, the respondent promised the delivery of possession of apartments to be

given to the complainants within 55 months from the date of execution of ABA. The excerpt of the Clause 7.1 is given herein below:

"The Promoter assures to hand over possession of the Apartment for Residential usage along with car parking (if applicable), on or before 30th June 2023"

- XII. In mid 2023, i.e. when the construction of the said project should have been completed, the respondent discontinued all construction activity at the project site. Pertinently, by early 2019, the complainants had already paid a considerable amount of approx. 45% of the total consideration and hence this sudden discontinuation of construction activity at the project site is beyond understanding to the complainants.
- XIII. Further, despite the complainants e-mailing the respondent and following with them continuously about the construction at the project site, the respondent have neither bothered to start the construction nor responded to the queries of the complainants till date and has now exceeded its possession date. The complainants has fairly booked the said unit in the year 2018 and till 2023, they have no idea about the fate and future of the project while losing a major chunk of their lifelong savings.
- XIV. That the complainants have suffered a loss and damage in as much as they had deposited the money in the hope of getting the said unit for residential purposes. He has not only been deprived of the timely possession of the said unit but also the benefit of escalation of price of the said unit and the prospective return he could have got had he not invested in the project of the respondent.
- XV. That the total construction period which was sought as per the ABA was 55 months and hence the proposed date of completion of the

project was mid of 2023. This means that the respondent has taken another 8 months in delivering the project and the project is not even near to completion. Hence it is important to note that if there is any escalation in the cost because of this inordinate delay, in completion of the flats by the respondent, the entire cost shall have to be borne by the respondent and the allottees under no circumstances shall be asked to pay any amount as the application form clearly stated that the prices being quoted by the respondent and accepted by the allottees are escalation free.

C. Relief sought by the complainants:

4. The complainants have sought following relief:

- i. Direct the respondent to handover the actual, physical, vacant possession of the flat bearing no. T2-2063 in a habitable condition, in the project "ATS Grandstand Phase-I" with all the other facilities promised.
- ii. To execute the sale deed of the above said flat in favour of the complainants immediately when the possession is given on receipt of Occupation Certificate.
- iii. To obtain a valid Occupation Certificate and issue Offer of Possession immediately.
- iv. To pay the delay penalty charges with interest.
- v. To restrain the respondent from cancelling the unit till the disposal of the matter.
- vi. To restrain the respondent from creating third party rights on the said unit.
- vii. Direct the respondent not to charge holding as the same are illegal as the same being illegal as per the Regulations and directions passed by the Hon'ble Supreme Court in Civil Appeal no. 3864-3899/2020 in the

- matter titled as "DLF Home Developers Ltd. and Another vs. Capital Greens Flat Buyers Association Etc" decided on 14.12.2020.
- viii. Direct the respondent not to charge maintenance charges till the actual handing over of the possession in a habitable condition.
 - ix. Restrain the respondent from raising any bills which are not a part of the Builder buyer Agreement.
 - x. Order appointment of a local Commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the unit as well as the calculation of the Super Area and the Carpet Area as the project is already delayed.
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.
6. Vide proceedings dated 08.08.2024, the respondent was directed to file reply within a period of three weeks with an advance copy to the complainant failing which the reply be filed with cost of Rs.5,000/- to be paid to the complainant. Vide proceedings dated 10.10.2024, the respondent was again provided an opportunity to file the reply within a period of three weeks with an additional cost of Rs.10,000/-. Thereafter, on 05.12.2024, again another opportunity was provided to the respondent with a further cost of Rs.5,000/- . No reply has been filed by the respondent and thus, vide proceedings dated 07.08.2025, the defence of respondent was struck off.

[Note:- It has been inadvertently mentioned in the proceedings dated 07.04.2026 that the defence of the respondent has been struck off vide proceedings dated 07.08.2020. However, the same was struck off on 07.08.2025. Thus, the same being an error apparent from the record, is hereby amended]

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 those undisputed documents and oral as well as written submissions made by the parties.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

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

D.II Subject matter jurisdiction

10. 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) 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;

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.

E. Findings on the relief sought by the complainants.

- E.I. Direct the respondent to handover the actual, physical, vacant possession of the flat bearing no. T2-2063 in a habitable condition, in the project "ATS Grandstand Phase-I" with all the other facilities promised.**
- E.II. To execute the sale deed of the above said flat in favour of the complainants immediately when the possession is given on receipt of Occupation Certificate.**
- E.III. To obtain a valid Occupation Certificate and issue Offer of Possession immediately.**
- E.IV. To pay the delay penalty charges with interest.**
12. In the present complaint, the complainants intend to continue with the project and are seeking possession of the unit along with delayed possession charges.
13. In the present case, the complainants had applied for booking a unit in project "ATS Grandstand Phase-I" being developed by the respondent. The complainants were allotted a unit bearing no. 2063, Type-C on 6th Floor in Tower-02, admeasuring area 1118 sq.ft of carpet area. Thereafter, the Agreement For Sale was executed on 18.10.2018 inter-se parties for a sale consideration of Rs.95,78,688/- against which the complainants had paid an amount of Rs.42,20,907/-.
14. As per Section-35 of the Act, 2016, the Authority is empowered to appoint a Local Commission in order to make inquiry in relation to the affairs of the promoter. The Authority had directed the appointment of Local Commission in the present complaint on 16.12.2025 in respect to the same project namely, "ATS Grandstand Phase-I" situated at Sector-99A, Gurugram. The Authority had directed the Local Commission to visit the site of the project to ascertain whether the unit of the complainant is in habitable condition or whether the project has been scrapped and further, ascertain whether the land of the project is still in the name of the promoter. The observations made by the Local Commission are as follows:

"No development has been carried out by the promoter on the project site so the unit of complainant does not exist and hence not habitable.

The land over which project is being developed is in the name of M/s Hasta Infrastructure Pvt Ltd and DTCP has issued license no. 37 of 2013 dated 03.06.2013 renewed till 02.06.2029 for development of residential group housing colony to M/s Hasta Infrastructure Pvt Ltd over the said land. Therefore, the land of project is in the name of M/s Hasta Infrastructure Pvt Ltd.

Hasta Infrastructure Pvt Ltd and ATS Realworth Pvt Ltd. have entered into development agreement dated 15.04.2013 and based on same the project is registered with the Authority in the name of promoter ATS Realworth Pvt Ltd. The promoter ATS Realworth Pvt Ltd did not complete the construction of project till date.

Now, the land owner/licensee (Hasta Infrastructure Pvt Ltd) has obtained in-principle approval for change of developer from Hasta Infrastructure Pvt Ltd to Homekraft Infra Pvt Ltd on 10.12.2025 for the same license no. 37 of 2013.

Therefore, as the license issued by DTCP, Haryana for development of residential group housing colony is still valid and the licensee is in the process of obtaining change of developer for the project so, the project is not scrapped but has remained incomplete.

4. Conclusion:

The site of project named "ATS Grandstand Phase-I" being developed by M/s ATS Realworth Pvt Ltd in sector-99A, Gurugram has been inspected on 08.01.2026 and it is concluded that:

- A. The complainant unit is not developed/constructed till date.*
- B. The license 37 of 2013 dated 03.06.2013 issued by DTCP Haryana for development of residential group housing colony is still valid/renewed till 02.06.2029 and the licensee/landowner is in process of obtaining change of developer for the same license and in-principle approval dated 10.12.2025 has been obtained. Therefore, in view of undersigned the project is not scrapped but has remained incomplete.*
- C. The land over which project is being developed is in the name of M/s Hasta Infrastructure Pvt Ltd as per license no. 37 of 2013 dated 03.06.2013 and the same is renewed in the name of M/s Hasta Infrastructure Pvt Ltd.*

[Emphasis supplied]

15. Vide application dated 14.11.2025, the counsel for the respondent submitted that the respondent seeks directions from the Authority to refund the amount paid by the complainants along with interest as due to unforeseen circumstances, the respondent is unable to complete the construction of the project and the project has been scrapped.

16. The Authority is of the view that as per the observations made by the Local Commission in respect to the subject project, the promoter has failed to carry out any development on the project site till date. No construction work has been done by the respondent on the site. The Land Owners of the project land

is M/s. Hasta Infrastructure Pvt Ltd and DTCP has issued license no. 37 of 2013 dated 03.06.2013 renewed till 02.06.2029 for development of residential group housing colony to M/s. Hasta Infrastructure Pvt Ltd. and M/s. ATS Realworth Pvt Ltd . The respondent has not completed the construction of the project till date. The land Owner/Licensee i.e., M/s. Hasta Infrastructure Pvt Ltd has obtained in-principle approval for change of developer from M/s. Hasta Infrastructure Pvt Ltd to M/s. Homekraft Infra Pvt Ltd on 10.12.2023 for the same License no-37 of 2013. Therefore, the license issued by DTCP, Haryana for development of the project is still valid and the project is not scrapped but remains incomplete.

17. Section 15 of the Act, 2016 regulates the transfer or assignment of a real estate project from an existing promoter to a third party. The same is reiterated below:

15. Obligations of promoter in case of transfer of a real estate project to a third party.—

(1) *The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority: Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter. Explanation.—For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

(2) *On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:*

Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.

18. Section 15 ensures that developers cannot abandon or sell projects without the knowledge and consent of the allottees. Under Section 15(1), a promoter

promoter is prohibited from transferring its "majority rights and liabilities" in a project to a third party unless it meet two strict conditions:

- i. **Two-Thirds Consent:** Prior written consent from at least two-thirds of the allottees (excluding the promoter).
- ii. **Authority Approval:** Prior written approval from the Real Estate Regulatory Authority.

19. Under Section 15(2) of the Act, 2016, after the transfer or assignment being permitted under clause 1 of the Section-15, the intending promoter is independently required to comply with the pending obligations under the Act, 2016 and the pending obligations as per the Agreement For Sale entered into by the erstwhile promoter with the allottees.

20. Thus, the Intending promoter must comply with Section-15 of the Act, 2016. In the present complaint, the complainants intend to continue with the project and are seeking possession of the unit along with delayed possession charges.

21. **Due date of handing over possession and admissibility of grace period:**

As per clause 7.1 of the Agreement For Sale executed between the complainants and the respondent, the possession of the unit was to be handed over to the complainants on or before 30.06.2023 and the same is reproduced below:

""7

7.1 POSSESSION

The Promoter assures to hand over possession of the Apartment for Residential alongwith parking (if applicable) to the Allottee on or before 30th day of June 2023 ("as may be mentioned in customer BBA") unless there is delay or failure due to "Force Majeure", war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature, reasons beyond the control of the Promoter, Court orders, Government Policy/guidelines, decisions affecting the regular

development of the real estate project (Force Majeure). If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for Residential.

[Emphasis supplied]

22. The Authority vide notification no. **9/3-2020** dated **26.05.2020** have provided an extension of 6 months for projects having completion date on or after 25.05.2020, on account of force majeure conditions due to the outbreak of Covid-19 pandemic and the same is also allowed to the respondent in lieu of the notification of the Authority. Thus, the due date of possession comes out to be **30.12.2023**.

23. **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]

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.

24. The legislature in its wisdom in the subordinate legislation under the 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.

25. 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., 07.04.2026

is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

26. 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—

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 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;"

27. Therefore, interest on the delay payments from the complainants 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.

28. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainants as per the terms and conditions of the agreement dated 18.10.2018. Accordingly, it is failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to handover the possession within the stipulated period.

29. 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 complainants are entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. w.e.f. due date of possession i.e., 30.12.2023 till valid offer of possession after obtaining of

Occupation Certificate from the competent authority plus two months 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. Further, the respondent is directed to handover the physical possession of the allotted unit to the complainants, after obtaining of occupation certificate from the competent authority as per obligations under section 11(4) (b) read with section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016. Further, the respondent is directed to get the conveyance deed of the allotted unit executed in the favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

F.VI Restrain the respondent from cancelling the unit till the disposal of the matter.

F.VII Restrain the respondent from creating third party rights on the said unit.

30. The respondent is directed not to cancel the allotment of the complainants and not to create any third party rights on the unit.

F.VIII Direct the respondent not to charge holding as the same are illegal as the same being illegal as per the Regulations and directions passed by the Hon'ble Supreme Court in Civil Appeal no. 3864-3899/2020 in the matter titled as "DLF Home Developers Ltd. and Another vs. Capital Greens Flat Buyers Association Etc" decided on 14.12.2020.

31. The Authority is of the view that the respondent cannot charge any holding charges from the complainants and thus, the respondent is directed not to charge the same from the complainants.

F.X Direct the respondent not to charge maintenance charges till the actual handing over of the possession in a habitable condition.

32. The respondent can charge maintenance charges from the complainants only after offering possession of the unit and not at any occasion prior to the offer of possession, after obtaining the Occupation Certificate. Thus, the

respondent is directed not to charge maintenance charges from the complainants before offering possession of the unit to the complainants, after obtaining the Occupation certificate from the competent authorities.

F.XI. Restrain the respondent from raising any bills which are not a part of the Builder buyer Agreement.

33. The respondent is directed not to charge anything from the complainants which is not the part of the agreement.

F.XII. Order appointment of a local Commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the unit as well as the calculation of the Super Area and the Carpet Area as the project is already delayed.

34. The same has already been done and the site visit report is present on record. Thus, no further directions are required in this regard.

F. Directions of the authority

35. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/intending promoter is directed to handover the physical possession of the allotted unit to the complainants, after obtaining of occupation certificate from the competent authority as per obligations under section 11(4) (b) read with section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016.
- ii. The respondent/intending promoter is directed to pay the interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80% p.a. w.e.f. due date of possession i.e., 30.12.2023 till valid offer of possession after obtaining the Occupation Certificate from the competent authority plus two months 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 due date of possession till the date of this order shall be paid by the respondent/intending 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 respondent-intending promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- iv. The rate of interest chargeable from the complainants-allottees by the respondent/intending promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/intending promoter which is same rate of interest which the respondent/intending promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per Section 2(za) of the Act.
- v. The respondent/intending promoter is directed to get the conveyance deed of the allotted unit executed in the favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.
- vi. The respondent/intending promoter shall not charge anything from the complainants which is not the part of the agreement.

36. Complaint stands disposed of.

37. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 07.04.2026