BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: 4169 of 2025
Date of complaint: 20.08.2025
Date of order: 25.0`8.2026

Jyoti Mehta and Kanta Rani
R/O: - Flat no. 705, Tower-8, Emaar Palm Gardens, Near Toll Plaza, Sector-83, Gurugram.

Complainants

Versus

M/s Godrej Developers and Properties LLP
Regd. Office: Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai City, Maharastra.

Respondent

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Shri Om Parkash Singh (Advocate) — Complainant
Shri Saurabh Gaba (Advocate) — Respondent

ORDER

1. The present complaint has been filed by the complainant/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 provision of the Act or the

Rules and regulations made thereunder 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.No.	Particulars	Details
1.	Name and location of the project	"Godrej AIR", Phase-3, Sector-85, Gurugram
2.	Nature of the project	Residential Group Housing
3.	RERA Registered/ not registered	34 of 2018 dated 07.12.2018 valid up to 30.09.2023
4.	Unit no.	A2-1902, 18th floor, Tower-A2 (As per page no. 31 of complaint)
5.	Unit area admeasuring carpet area	153.68 sq. mtr. (As per page no. 42 of the complaint)
6.	Allotment Letter in favour of the original allottee i.e. Hema Negi and Rajesh Kumar	31.03.2022 (As per page no. 28 of complaint)
7.	Date of execution of flat buyer's agreement	06.05.2022 (page 35 of complaint)
8.	Endorsement letter along with assignment deed	09.07.2024 (page 57 of complaint)
9.	Possession clause	*7.1* The Developer shall offer possession of the units falling in Phase 1 is 31.12.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA;

		for units falling in Phase 2 is 31.03.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA; and for units falling in **Phase 3 is 30.09.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event, Court orders, Government policy/ guidelines, decisions affecting the regular *development of the real estate project***
10.	Due date of possession	30.09.2024 (grace period is allowed)
11.	Total sale consideration	Rs. 2,06,49,643/- (Page 43 of complaint)
12.	Amount paid by the complainant	Rs.1,85,84,678/- (page 23 of complaint)
13.	Occupation Certificate/ completion certificate	19.09.2025 (page 506 of reply)
14.	Offer of possession	Not offered
15.	Pre-cancellation letter	12.05.2025 (page 509 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That in 2018, the respondent announced the launch of residential unit in project "Godrej AIR" with committed amenities. The complainant being interested in the purchase of a flat admeasuring area 181.22 sq.mtr. for

himself and his family for living purposes was approached by the respondent.

II. That the agents of the respondent company told the petitioner about the moonshine reputation of the company and the agents of the respondent company made huge presentations about their proposed project at Gurgaon and also assured that they have delivered several projects in the National Capital Region. The respondent showed the presentation to the Complainant which portrayed the project like heaven and tried to hold the Complainant interest in every possible way. The petitioner was trapped in the hands of the respondent company like a fish.

III. That the complainants booked a residential flat in the residential group housing colony by paying the initial booking amount of Rs. 9,80,000/- (Nine Lakh Eighty Thousand Only) vide dated 30.03.2022 towards booking of said project "Godrej AIR phase 2" situated at Sector-85, Gurugram, Haryana having admeasuring area 181.22 sq. mtr. to the respondent.

IV. That complainants were allotted the unit no. A2- 1902 admeasuring area 181.22 Sq. mtr. in project "Godrej AIR" situated in the Sector-85, Village-Badha, Gurugram **through allotment letter dated 12.07.2020.**

V. That the respondent to dupe the complainants in their nefarious intention executed initial Agreement for sale Signed Between **Godrej Developers And Properties LLP** and Ms. Hema Negi dated 6th May, 2022 after that respondent endorsed the agreement in favour of **Mrs. Jyoti Mehta & Mrs. Kanta Wadhwa (Complainants)** dated 09.07.2024 and create a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from complainants.

VI. That the total cost of the said flat is Rs 2,06,49,643/- (Including EDC, IDC, IAC, IFMS, Club membership, Car parking and tax charges) and sum of Rs.

18,584,678.4/- have already been Paid 90% amount paid by complainants in time bound manner

VII. That the respondent miserably failed to complete development work on site within assured time limit, thereby grossly violating the terms and conditions of the printed agreements as entered between the complainant and respondent.

VIII. That as per section 19 (6) the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) Complainant has fulfilled her responsibility in regard to making the necessary payments in the manner and within the time specified in the said agreement. Therefore, the complainant herein is not in breach of any of its terms of the Agreement.

IX. That the complainant has fairly booked the said flat in the year 2022 and had no idea about the fate and future of the Project while losing a major chunk of their lifelong. Evidently, the respondents have miserably failed in keeping their promises and assurances causing irreparable losses and injury to the complainant.

X. That complainant approached in person, visited builder office and pointed out the delay and the false promises by the respondent, and sought a clear timeline for possession. The complainant has fairly booked the said Flat in the year 2020 and the complainant had no idea about the fate and future of the Project while losing a major chunk of their lifelong savings.

XI. That applicant/complainants have regularly been requesting the respondent and visiting the site but the respondent is not serious to complete the infrastructure of Group Housing colony and deliver the possession. complainant repeatedly reminded the respondent through the emails about the delay in the possession and finally requested for delay possession charges after receiving no satisfactory response from the respondent.

XII. The respondent miserably failed to complete development work on site within assured time limit, thereby grossly violating the terms and conditions of the printed agreements as entered between the complainants and respondent.

XIII. That the complainant has paid the amount as demanded by the builder of the unit. but there seems to be no sign that development of the flat would be completed and possession would be handed over soon.

XIV. That at the time of booking of unit no. A2-1902, the complainant was shown the brochure and layout plan which clearly and explicitly showed direct access to the project through a 24-metre-wide road abutting the project site. The complainant was specifically assured that this access would be available via a connecting road from the main road dividing Sector 89 and Sector 85, ensuring proper ingress and egress for both vehicles and pedestrians. Even Schedule III of the executed Builder Buyer Agreement (BBA) clearly marks the 24-meter access road in the layout plan However, this promised 24-metre access road is blocked by a wall, and there is no access available to the project either by foot or vehicle. This violates the commitments made at the time of booking and creates significant legal, and mobility concerns for allottees. Upon raising the issue with the promoter, no satisfactory explanation or solution has been provided, leaving me in a state of uncertainty and distress. This matter constitutes a breach of trust and transparency on part of the promoter and raises questions about the viability and legality of the current access arrangement. The denial of access directly contradicts the promotional material, affecting the habitability, usability, and future possession of the units.

XV. That the complainant being an innocent individual on reading the above requested respondent in making him understand the implications of unapproved building plans, the respondent told him that it being a standard

format for a licensed project, there was no cause of worry and that respondent would stick to their assurances and promises and incited the complainant for payment.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):

I. Direct the respondent to deliver immediate physical possession of the **Unit No A2-1902**, admeasuring area 181.22 Sq. mtr. along with one car parking with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.

II. Direct the respondent to pay delay interest on **amount of Rs. 18,584,678.4/-** paid by complainant as per the prescribed rate of interest from the **promised date 30.09.2023** of possession till the actual delivery of possession as per clause no.7.1 of agreement for sale dated 06.05.2022.

III. Direct the respondent to execute the conveyance deed in favour of complainant after getting the occupation certificate from competent authority.

IV. Direct the respondent to provide the updated Statement of account (SOA) after adjustment of delay possession charges (DPC).

V. Direct the Respondent to Provide Proof of application of Occupancy Certificate (OC) along with its Current status for Tower A-4 so that the complainant can make the payment of the demand due at the time of "On Application of OC" and that the respondent is not engaging in an eyewash by applying the OC merely as a formality to justify collecting payment due at this milestone rather than Genuinely Completing the Construction and the Applicable Condition for obtaining the OC.

VI. Direct the Respondent to not charge any interest on the amount mentioned in the demand raised on 13.05.2025 as per Clause 9.1 (i) and 9.2 (i) of the agreement for sale Dated 09.11.2020.

VII. Direct the respondent, neither to cancel the unit nor to create third party right till the complaint is pending before the Authority.

VIII. Direct the respondent to resolve the Main Entry/Exit access road problem immediately and provide the access as promised through the 24-metre road, which was promised at the time of booking as mentioned in Schedule III of the Agreement for sale.

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. That the present complaint is not maintainable in view of the Dispute Resolution clause **(Clause 34)** of the Agreement for sale dated 06.05.2022 which states that the first option for Dispute resolution is amicable settlement through dispute resolution failing which, arbitration would be the preferred mode of dispute resolution.
7. That the complainants are subsequent purchaser/allottee, having executed the endorsement letter only on 09.07.2024. The complainants willingly entered into the transaction much after the original due date of possession i.e., 30.09.2024. Therefore, the complainants had full knowledge of the status of construction and the delay, if any, pertaining to the project at the time of entering into the transaction.
8. That the complainant, being a subsequent allottee/transferee, is not entitled to claim delay compensation from the original committed date of possession as mentioned in the initial allotment. The rights and obligations of a subsequent allottee cannot be equated with those of the original allottee, particularly when the subsequent allottee entered into the transaction with full knowledge of the prevailing status of the project, the stage of construction, and the surrounding circumstances affecting the timeline of completion.
9. That the complainant consciously and voluntarily stepped into the shoes of the earlier allottee by way of endorsement/transfer dated 09.07.2024, fully aware of the then-existing stage of construction, prevailing circumstances, and timelines concerning the project. Having entered the transaction with open eyes and full knowledge of the project status, the complainant cannot now seek to retrospectively claim delay compensation from the original committed date applicable to the previous allottee.
10. That that the respondent has at all times acted bona fide and has continuously undertaken all necessary steps towards completion of the project despite force

Majeure circumstances, including the COVID-19 pandemic, governmental restrictions, construction bans, and other factors beyond the control of the respondent. Therefore, no liability can be fastened upon the Respondent in the manner sought by the complainant.

11. That the complainants, after going through the status of construction and understanding the terms and conditions of the payment schedule, became a subsequent allottee vide Endorsement Deed dated 26.07.2024.

12. That vide the said deed, the original allottee had transferred all the interest and obligations in the unit in favour of the complainant and the complainant agreed to acquire the right and obligations of the unit and become the allottee on 09.07.2024 with respect to the unit in the records of the respondent.

13. That even assuming, though not admitting, that any delay compensation is payable, the same, if at all, can only be computed from the date of endorsement/transfer i.e. 09.07.2024 and not from the original due date contemplated under the builder buyer agreement executed with the original allottee. The possession timelines offered thereafter are reasonable, fair, and liable to be assessed from the standpoint of a subsequent allottee and not the original allotment date.

14. It is further submitted that the respondent has at all times acted bona fide and has continuously undertaken all necessary steps towards completion of the project despite force majeure circumstances, including the COVID-19 pandemic, governmental restrictions, construction bans, and other factors beyond the control of the respondent. Therefore, no liability can be fastened upon the Respondent in the manner sought by the complainant.

15. In view of the above, the claim for delay compensation is wholly misconceived, untenable, and contrary to settled legal principles. The complainants cannot assert rights higher than those of the original allottee, nor can they seek compensation for a period during which they were not even in contractual

privity with the respondent. The complaint, therefore, deserves to be dismissed to this extent alone.

16. All other averments made in the complaint were denied in toto.

17. 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

18. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

19. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

20. 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.*

21. 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. Relief sought by the complainants.

F.I Direct the respondent to deliver immediate physical possession of the Unit No A2-1902, admeasuring area 181.22 Sq. mtr. along with one car parking with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.

F.II Direct the respondent to pay delay interest on amount of Rs. 18,584,678.4/- paid by complainant as per the prescribed rate of interest from the promised date 30.09.2023 of possession till the actual delivery of possession as per clause no.7.1 of agreement for sale dated 06.05.2022.

F.III Direct the respondent to provide the updated Statement of account (SOA) after adjustment of delay possession charges (DPC).

F.IV Direct the respondent to not charge any interest on the amount mentioned in the demand raised on 13.05.2025 as per Clause 9.1 (i) and 9.2 (i) of the agreement for sale Dated 09.11.2020

22. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges as provided under the Proviso to Section 18(1) of the Act. Section 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."*
>
> ***(Emphasis supplied)***

23. Clause 7.1 of the buyer agreement provides for handing over of possession and is reproduced below:

> *"..."The Developer shall offer possession of the units falling in Phase 1 is 31.12.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA; for units falling in Phase 2 is 31.03.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA; and for units falling in* ***Phase 3 is 30.09.2023 with an additional grace period of upto 12 (twelve)***

months as may be approved by RERA or such extended period as may be granted by RERA ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project..." ....."

(Emphasis supplied)

24. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of these agreements and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottees of their right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottees are left with no option but to sign on the dotted lines.

25. **Due date of possession and admissibility of grace period:** As per the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit to the complainants on or before 30.09.2023 with additional grace period of upto 12 (twelve) months. The said grace period of 12 months is allowed to the respondent being unqualified. Therefore, the due date of possession comes out to be 30.09.2024.

26. **Admissibility of delay possession charges at prescribed rate of interest:-** The complainants are seeking delay possession charges however, proviso to

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

> ***"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***
> *(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:*
> *Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."*

27. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said Rule is followed to award the interest, it will ensure uniform practice in all the cases.

28. 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., 25.08.2026 is @ 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

29. 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;"

30. 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.

31. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7 of the agreement executed between the parties on 09.11.2020 the due date of possession comes out to be 30.09.2024 including grace period.

32. Now the question arises, whether the subsequent allottee is entitled to delayed possession charges w.e.f. due date of handing over possession or w.e.f. the date of nomination letter (i.e. date on which he became allottee)?

33. In the present case, where the complainant/subsequent allottees had purchased the unit before the due date of handing over possession, the authority is of the view that in cases where the subsequent allottee had stepped into the shoes of original allottee before the due date of handing over possession, the delayed possession charges shall be granted w.e.f. due date of handing over possession.

34. In the following complaints, the complainants are seeking delay possession charges for the delay in handing over possession of the subject unit:

Sr. No	Complaint No./ Title/ Date of Filing	Date of execution of builder buyer agreement	Date of endorsement	Due date of possession	Offer of possession	Period for which the complainant is entitled to DPC and delay occasioned in handing over possession till 2

						months from the date of offer of possession/ date of decision
1	CR/4169/2025 Jyoti Mehta and Kanta Rani Wadhwa VS Godrej Developers and properties Private limited 20.08.2025	06.05.2022 (page 35 of complaint)	09.07.2024 (page 65 of complaint)	30.09.2024 (as per possession clause including grace period)	Not offered **OC-** 19.09.2025 **TC-** Rs. 2,06,49,643 /- **AP-** Rs. 1,85,84,678 /-	W.e.f. 30.09.2024 till offer of possession plus 2 months

35. 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 allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e. 30.09.2024 (including grace period) till valid offer of possession plus 2 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. The respondent shall handover the possession of the allotted unit to the complainants as per the specifications of buyer's agreement within thirty days.

36. The respondent is further directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above and also to clarify the complainants under the head of "other charges" within a period of 30 days from date of this order. The complainant is directed to pay outstanding dues if any remain, after adjustment of delay possession charges within a period of next 30 days

F.V Direct the respondent to execute the conveyance deed in favour of complainant after getting the occupation certificate from competent authority.

37. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent is directed to get the conveyance deed of the allotted unit executed 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.

F.VI Direct the respondent to provide proof of application of Occupancy Certificate (OC) along with its Current status for Tower A-4 so that the complainant can make the payment of the demand due at the time of "On Application of OC" and that the respondent is not engaging in an eyewash by applying the OC merely as a formality to justify collecting payment due at this milestone rather than genuinely completing the construction and the applicable condition for obtaining the OC.

38. In view of the provisions of Section 11(4)(b) of the Real Estate (Regulation and Development) Act, 2016, and since the occupation certificate in respect of the project has already been obtained, the respondent is directed to make available and furnish a copy of the said occupation certificate to the complainant within 15 days from the date of this order.

F.VII. Direct the respondent, neither to cancel the unit nor to create third party right till the complaint is pending before the Hon'ble Authority.

39. The above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above-mentioned relief.

F.VIII. Direct the respondent to resolve the Main Entry/Exit access road problem immediately and provide the access as promised through the 24-

metre road, which was promised at the time of booking as mentioned in Schedule III of the Agreement for sale

40. Since the grievance relates to the opening/provision of the 24-metre access road and its connectivity with the project, the matter essentially falls within the domain of the competent planning authority, i.e., the Department of Town and Country Planning (DTCP), as it involves issues relating to the sanctioned layout plans, road alignment, and external development/access infrastructure. Accordingly, the specific relief seeking the provision/restoration of the 24-metre access road is required to be pursued before the DTCP/competent planning authority, which is the appropriate authority to examine and decide the matter in accordance with the sanctioned layout plan and applicable planning norms.

G. Directions of the Authority

41. 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 is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of a delay from the from due date of possession i.e. 30.09.2024 till offer of possession plus 2 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.

II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

III. The respondent/promoter is directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainants.

IV. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of updated statement of account.

V. The respondents/promoter shall not charge anything from the complainants which is not the part of the flat buyer's agreement dated 09.11.2020.

VI. The respondent/promoter is directed to handover possession of the flat/unit to the complainants in terms of Section 17(1) of the Act of 2016.

VII. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

VIII. **Holding charges**: The respondent is also not entitled to claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

42. Complaint stands disposed of.

43. File be consigned to registry.

Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.08.2026