BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**3543 of 2025**
Date of complaint	:	**06.08.2025**
Date of order	:	**29.09.2026**

Manish Kumar,
R/o: D-7 , Suncity, Sector-54, Gurugram.

Complainant

Versus

Parkwood Infrastructure Private Limited
Regd. Office at: 1001, 10-11th Floor, Hemkund Chambers, Nehru Place, new Delhi.

Respondent

CORAM:
Arun Kumar — **Chairman**

APPEARANCE:
Shri Uddhav Subberwal (Advocate) — Complainant
Shri Gunjan Kumar (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 29 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 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Parkwood Westend", Sector-92, Gurugram , Haryana.
2.	Nature of project	Group Housing Colony
3.	DTCP License no.	Licence No. 53 of 2010 dated 10.07.2010
4.	RERA registered	Registered 16 of 2018 dated:-19.01.2018, valid upto 31.12.2019
5.	Unit no.	D1501, Tower-D (As on page 38 of complaint)
7.	Unit area	1685 sq.ft [Super built-up area] (As on page 38 of complaint)
8.	Allotment letter	14.01.2011 (As on page 38 of complaint)
9.	Date of execution of buyer's agreement	20.10.2012 (As on page 46 of complaint)
10.	Possession clause	**Clause 28. Possession** **(a) Time of handing over the Possession** *That subject to terms of this clause and subject to the FLAT ALLOTTEE(S) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and further subject to compliance with all provisions, formalities, registration of sale deed, documentation,*

		payment of all amount due and payable to the DEVELOPER by the FLAT ALLOTTEE(S) under this agreement etc., as prescribed by the DEVELOPER , the DEVELOPER proposes to hand over the possession of the FLAT ***within a period of thirty six(36) months from the date of signing of this Agreement.*** *if however understood between the parties that the possession of various Block/Towers comprised in the complex as also the various common facilities planned therein shall be ready and complete in phases and will be handed over to the Allottee of different Block/Towers as and when completed.* **(As on page 62 of complaint)**
11.	Due date of possession	20.10.2015 (Calculated 36 months from date of execution of agreement)
12.	Total sales consideration	Rs.42,77,625/- (As per payment plan on page 75 of complaint)
13.	Amount paid by the complainants	Rs.35,53,075/- (as alleged by complainant on page 34 of complaint)
14	Payment Plan	Construction linked payment plan (page 75 of complaint)
15.	Offer of possession	Not on record
16.	Occupation certificate	Not on record

B. Facts of the complaint:

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

I. That after seeing many alluring advertisements of the respondents in different newspapers about offering a residential flat/ unit in their said

upcoming project i.e. "**Parkwood Westend**" at Sector-92, Distt. Gurugram, Haryana (hereinafter referred as "**PROJECT**"), the complainant contacted the officials of the respondent to purchase a residential unit in the said project and the complainant booked a three BHK **Unit/Apartment bearing No. D-1501, on 15th floor, having its Super Built-up area 1685 Sq. Ft. in Tower-D** in the upcoming project named "**Parkwood Westend**" at Sector-92, Distt. Gurugram, Haryana for a sum of **Rs. 38,33,375/-** for Sale Place, including EDC, IDC and PLC etc. and the complainant paid a sum of Rs. 3,00,000/- as booking amount.

II. That thereafter, the respondent issued allotment letter dated 14-01-2011 in respect of the booked unit and as per clause-11 of the terms and conditions of the allotment letter, the developer shall offer the possession of the booked unit within a period of 03 years with a grace period of six months, from the date of allotment. And as per clause-12, in case developer fails to make the offer for possession of said unit within the stipulated period, the developer shall pay liquidated damages of Rs. 5/- (Rupees Five only) per month per square feet of super area of said flat to the applicant/allottee for the period of delay.

III. That thereafter, flat buyer's agreement was executed on 20-10-2012 in respect of the booked unit.

IV. That out of the total amount of **Rs. 38,33,375/-** the complainant had already been paid a sum of **Rs. 33,52,549/-** to the respondent in respect of the above said unit/flat.

V. That as per the clause no. 28 (a) of the terms and conditions of the Agreement dated 20-10-2012, the respondent/developer agreed to complete the project and hand over the actual physical possession of the allotted unit within a period of 36 months from the date of signing of this

agreement. However, the Flat Buyer's Agreement was executed with a **delay of 21 months.**

VI. That the promoter/ developer did not complete the project within the agreed period and have not given the possession of the flat to the complainant till date. The promoter/ developer has used the money of the complainant by diverting the funds to their other projects and earned huge profits. There is a long delay of more than 10 years. Thus, they have committed fraud and cheating with the complainant.

VII. That the above said period of 36 months (as per Flat Buyer's Agreement) has already expired in the month of **October, 2015** but till date the physical possession of the above said flat which was booked by the complainant, has not been handing over to the complainant.

VIII. That the complainant visited the site where the project to be developed by the respondent and from physical verification, the complainant is sure that the respondent will not be able to deliver the possession of the said unit/ flat in near future.

IX. That it is pertinent to mention herein that the complainant had already paid 90 percent of total amount to the respondent, and there is a delay of more than 10 years in handing over of actual physical possession, on the respondent side. Furthermore, the respondent has deliberately and for ulterior motive charged interest for alleged delayed payments when the possession ought to have been handed over before 2015. Therefore, the respondent cannot inter-alia charge extra payments as delayed payment charges/interest and even otherwise the respondent has delayed the handing over of possession of the unit and ought to compensate the complainant for the delay in accordance with the HRERA and its Rules.

X. That it is submitted that the respondent has acted against the flat buyer's agreement and the spirit of the provisions of the Real Estate (Regulation And Development)Act, 2016(herein after called the "RERA Act")and has failed to complete the project on time and the complainant aggrieved by the unjust actions of the respondent has filed this complaint under section 31 of the RERA Act read with Rule 28 of the Haryana Real Estate Rules, 2017.

XI. That it is further submitted that the respondent has violated the provisions of section 3 and section 11(4) of the RERA Act and that the registration of the respondent should be revoked under section 7 of the Act.

XII. That the cause of action has arisen in favour of the complainant and is still continuing. That the cause of action arose when the respondent executed the buyer's agreement with the assurance that the possession would be given within 36 months and there has been a delay of 10 years in handing over of possession. That cause of action also arose on each payments made by the complainant in lieu of the terms and condition of the buyers agreement without fail.

XIII. That the complainant further declare that the matter regarding which this complaint has been made is not pending before any court of law and any other authority or any other tribunal on the subject matter.

C. Relief sought by the complainants:

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

   i. Direct the respondent to handover the actual physical possession of the unit allotted and forthwith execute conveyance deed in favour of the Allotte/Applicant.;

   ii. Direct the respondent to pay the delayed interest from the due date of possession in terms of the Allotment Letter dated 14.01.2011 and Flat Buyers Agreement dated 20.10.2012 till the date of realization;

iii. Direct the respondent not to impose interest upon the complainant;
iv. Direct the respondent to not cancel the allotment of the complainant, restraining them from alienating the said unit during the pendency of the case.

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 on the following grounds:

I. That the complainant had booked unit no. D-1501, in Tower no. D, situated on 15th floor, admeasuring 1685 sq. ft., in the project 'Parkwood Westend', situated at Sector-92, Gurugram, and pursuant thereto, an Allotment Letter dated 14.01.2011 was issued in his favour, reflecting a basic sale consideration of ₹32,01,500/-. However, the unit area was subsequently revised to an area of 1805 Sq.Ft. and a basic sale consideration of Rs.35,19,750/-

II. That the consistent failure of the complainant to honour the payment obligations reflects a clear pattern of deliberate default. These defaults have materially contributed to delays in the project and have adversely affected the respondent's ability to maintain cash flow and progress in construction. The respondent cannot be penalised for delays squarely attributable to the complainant's non-payment.

III. That it is respectfully submitted that the respondent has at all times acted strictly in accordance with the terms and conditions of the allotment letter/builder buyer agreement and has raised lawful and valid demand letters upon the complainant towards payment of instalments as per the agreed payment plan. In this regard, the Respondent issued demand letters dated 27.01.2011, 07.02.2011,

07.04.2012, 03.12.2013, 17.01.2014, 25.02.2014, 18.04.2014 and 05.10.2017, calling upon the complainant to clear the outstanding dues.

IV. That despite receipt of the aforesaid demand letters, the complainant deliberately failed and neglected to honour his contractual obligations by not making the requisite payments within the stipulated time. The non-payment on part of the complainant is wilful, intentional and without any justifiable cause, thereby constituting a clear breach of the terms of allotment.

V. That in order to provide further opportunity to the complainant and to avoid any coercive action, the respondent issued multiple reminder letters dated 04.06.2012, 06.11.2012, 18.01.2021 and 06.07.2021, repeatedly requesting the complainant to clear the long-pending outstanding amount. However, the complainant failed to respond positively to any of the said reminders.

VI. That even after issuance of repeated demands and reminders over several years, the complainant neither cleared the outstanding dues nor approached the respondent with any bona fide proposal for settlement, thereby demonstrating complete lack of intent to perform his part of the contract.

VII. That as per the latest statement of account/ledger maintained by the respondent in the ordinary course of business, a sum of ₹16,68,887/-, which is inclusive of interest, remains outstanding and payable by the complainant as on date.

VIII. That it is submitted that the respondent cannot be held responsible for any alleged delay or consequences arising therefrom when the complainant himself has been a chronic defaulter and has failed to make payments despite repeated opportunities being granted. The

complainant is therefore not entitled to any relief under the provisions of the Real Estate (Regulation and Development) Act, 2016.

IX. That in the present case, the complainant has not obliged its duties and further has not made the payments as per the agreed timeline in the agreement which the complainant(s) failed to execute. In these circumstances, the complainant is estopped from raising any allegations against the respondent as the complainant(s) themselves are at fault. It is relevant to mention that the complainant(s) herein have clearly violated the duties of an allottee provided under Section 19(6) of the Real Estate (Regulation and Development) Act, 2016. That as per Section 19 (6) of the Act, it is the duty of the allottee to make timely payments in the manner as agreed between the parties.

X. That it is pertinent to mention that the project could not be completed and developed due pending litigations before the different courts and authorities established by law and most prominently due to non-payments by the allottee's of the project as well as the instant complainant(s). Further the project was delayed due to various hindrance such as government notifications from time to time and Force Majeure Conditions, outbreak of Covid-19 pandemic and other such reasons stated above in the preliminary submissions, which miserably affected the construction and development of the above said project as per the proposed plans which were unavoidable and beyond the control of the respondent.

XI. That the respondent upon incapable to complete the construction of the said project as per schedule time verbally requested the complainant(s) from time to time, for granting amounts paid against the unit D-1501, admeasuring 1805 Sq. Ft. in its project. However, the complainant(s) did not pay any heed to such proposals of the respondent.

XII. That as per Section 18(1)(b) of The Real Estate (Regulation and Development) Act, 2016, which states that if the promoter fails to complete or is unable to give the possession of an apartment, plot or building due to discontinuance of his business as a developer or on account of suspension or revocation of the registration under this Act or for any other reasons he shall be liable without prejudice to any other remedy available, **to return the amount received by promoter** in respect of that apartment, plot, building, as the case may be with interest at such rate as may be prescribed in this behalf under the Act.

XIII. That it is pertinent to mention that even the Model Buyer Agreement states that in the event it becomes impossible for the Promoter to implement the project due to Force Majeure circumstances, Court orders, Litigations, Government Policy, Guidelines or Decisions affecting the regular development of the real estate project, then the allotment shall stand terminated and the promoter shall be duty bound to refund to the allottee, the entire amounts as received against the unit.

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

8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

9. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. 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

11. 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;*
> ***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.*

12. 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 objection raised by the respondent:

F.I Objection w.r.t force majeure circumstances.

13. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as orders/ restrictions of the NGT in NCR as well as competent authorities account of

the environmental conditions, ban on construction by the order of courts, implementation of GST, demonetization and adverse effects of Covid-19 etc. and others force majeure circumstances but all the pleas advanced in this regard are devoid of merit. Firstly, the events such as orders of NGT in NCR on account of the environmental conditions, ban on construction activity and others force majeure circumstances do not have any impact on the project being developed by the respondent. As the events mentioned above are for short period which does not make such a huge impact on project which can cause and justify inordinate delay of 10 years. Moreover, these events are of routine in nature happening annually and the promoter is required to take the same into consideration while fixing the due date of possession. Secondly, the event of implementation of GST and demonetization are in accordance with government policies and guidelines. Therefore, the respondent cannot categorize the same as force majeure events. And lastly, the Authority has gone through the possession clause of the agreement and observed that the respondent-promoter proposes to handover the possession of the allotted unit within a period 36 months from the date of execution of buyer's agreement i.e., 20.10.2012, So the due date comes out to 20.10.2015, which is much prior to the occurrence of Covid-19 restriction and hence, the respondent cannot be benefitted for its own wrong. The Authority put reliance judgment of ***Hon'ble Delhi High Court in case titled as M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020 dated 29.05.2020*** which has observed that-

> *"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite*

the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself."

14. Thus, the respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent to pay the delayed interest from the due date of possession in terms of the Allotment Letter dated 14.01.2011 and Flat Buyers Agreement dated 20.10.2012 till the date of realization.;

G.II Direct the respondent not to impose interest upon the complainant;

G.III Direct the respondent to handover the actual physical possession of the unit allotted and forthwith execute conveyance deed in favour of the Allotte/Applicant.

15. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

16. In the present complaint, the complainants intend to continue with the project and are 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."***
> ***(Emphasis supplied)***

17. Clause 28(a) of the buyer's agreement provides for handing over of possession and is reproduced below:

> ***28. Possession***
> ***28 (a) Time of handing over the possession***
> *" That subject to terms of this clause and subject to the FLAT ALLOTTEE(S) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and further subject to compliance with all provisions, formalities, registration of sale deed, documentation, payment of all amount due and payable to the DEVELOPER by the*

FLAT ALLOTTEE(S) under this agreement etc., as prescribed by the DEVELOPER, the DEVELOPER proposes to hand over the possession of the FLAT ***within a period of thirty six(36) months from the date of signing of this Agreement.*** *If, however, understood between the parties that the possession of various Block/Towers comprised in the complex as also the various common facilities planned therein shall be ready and complete in phases and will be handed over to the Allottee of different Block/Towers as and when completed."*

[Emphasis supplied]

18. **Due date of possession:** The due date of possession of the unit as per clause 28(a) of the buyer's agreement is to be calculated as 36 months from the date of execution of buyer's agreement i.e., 20.10.2012. Therefore, the due date of possession comes out to be 20.10.2015.

19. **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.

20. 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.

21. 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., 29.09.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

22. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> *"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
> *Explanation. —For the purpose of this clause—*
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

23. 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 it in case of delayed possession charges.

24. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contraventions as per provisions of Rule 28, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 28(a) of the buyer's agreement executed between the respondent and original allottee on 20.10.2012 the possession of the subject apartment was to be delivered within 36 months from the date of signing of this agreement. Therefore, the due date of handing over possession is 20.10.2015 to be calculated 36 months from the date of execution of buyer's agreement i.e., 20.10.2012. The respondent has failed to handover

possession of the subject apartment within prescribed time as well as till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The Authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement dated 20.10.2012 executed between the parties. Further, no occupation certificate/ part occupation certificate has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the promoter as well as allottees.

25. The respondent/promoter is under an obligation as per Section 11(4)(f) and Section 17 of the Act, 2016, to get the conveyance deed executed in favour of the complainants. The said obligation can only be fulfilled after obtaining of occupation certificate/ part occupation certificate from the competent authority. Hence, the respondent is directed to execute the conveyance deed in favour of the complainants within three months from the date of receipt of occupation certificate/ part occupation certificate from the competent authority, and upon the payment of stamp duty charges and registration charges by the complainants/allottees.

26. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate is not yet obtained. The respondent has not offered the possession of the unit in question to the complainants after receipt of occupation certificate, so it can be said that the complainants shall come to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time

from the date of valid offer of possession. These 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 20.10.2015 till the expiry of 2 months from the date of issuance of offer of possession or actual handing over of possession, whichever is earlier.

27. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 20.10.2012 to handover the possession within the stipulated period. 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., 08.06.2015 till offer of possession after obtaining occupation certificate plus two months or actual handing over of possession, whichever is earlier, at prescribed rate i.e., 10.80% per annum as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G.IV Direct the respondent to not cancel the allotment of the complainant, restraining them from alienating the said unit during the pendency of the case.

28. There is nothing on record to show that the Respondent ever threatened to cancel the unit or communicated any intention to do so. Therefore, no relief in this regard is warranted in the absence of any supporting evidence

H. Directions of the Authority:

29. 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/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.80% per annum for every month of delay from the due date of possession i.e., 20.10.2015 till offer of possession of the said unit after obtaining the occupancy certificate from the concerned authority plus two months or actual taking over of possession, whichever is earlier, as per section 18(1) of the Act read with rule 15 of the rules;

ii. The arrears of such interest accrued from 20.10.2015 till the date of order by the authority shall be paid by the promoter to the allottee(s) 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(s) before 10th of the subsequent month as per rule 16(2) of the rules.;

iii. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within 30 days and complainant is directed to pay outstanding dues, if any remains after adjustment of interest for the delayed period, the respondent shall handover the possession of the allotted unit after obtaining of occupation certificate. Further as per Section 17 of the Act, 2016, the respondent is under obligation to get the conveyance deed executed in favor of the allottee within 3 months from the date of issuance of occupation certificate.

iv. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

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

30. Complaint stand disposed off.

31. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.09.2026