# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

**Date of filing of complaint:** 16.06.2025
**Date of Order:** 13.10.2026

**Chetan Bhargav**
**R/o:** 383, Post Office wali Gali, Samalkha, South west Delhi- 110037 **Complainant**

Versus

**Agrante Realty Ltd.**
**Regd. office at:** Trade Tower, Unit No.122, Agrante Realty Limited, Sector 21-22, Gurugram **Respondent**

**CORAM:**

Shri Arun Kumar **Chairman**

**APPEARANCE:**

Ms. Nisha Gaur (Advocate) Complainant
Sh. Sanjiv Thakur (Advocate) Respondent

## ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the 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 the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the

possession and delay period, if any, have been detailed in the following tabular form:

| S. N. | Particulars | Details |
|---|---|---|
| 1. | Name of the project | "Kavyam", Sector- 108, Gurgaon |
| 2. | Nature of project | Affordable group housing |
| 3. | RERA registered/not registered | Registered vide registration no. 23 of 2018 dated 22.11.2018 |
| | Validity status | 5 acres |
| | Licensed area | 31.11.2022 |
| 4. | DTPC License no. | 101 of 2017 dated 30.11.2017 |
| | Validity status | 29.11.2022 |
| | Name of licensee | Arvinder Singh & others |
| | Licensed area | 5 acres |
| 5. | Allotment letter | 25.01.2021<br>(Page no. 15 of the complaint) |
| 6. | Unit no. | TA4-902, 9th Floor, Tower-A4<br>(As per page 27 of the complaint) |
| 7. | Unit area admeasuring | 512.50 sq. ft. [carpet area]<br>(As per page 35 of the complaint) |
| 8. | Date of execution of buyer's agreement | 02.08.2021<br>(As per page 22 of the complaint) |
| 9. | Possession clause | **7.1 Schedule for possession of the said Apartment**<br>*The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment* ***within four years from the starts of construction****, unless there is delay or failure due to Court Order, Government Policy / guidelines, decisions, war, flood, drought, fire,* |

| | | |
|---|---|---|
| | | *cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.*<br>(As per page 35 of the complaint) |
| 10. | Possession clause as per Affordable Housing Policy, 2013 | **1 (iv)**<br>*All such projects shall be required to be necessarily completed within **4 years from the date of approval of building plans or grant of environmental clearance**, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.* |
| 11. | Building plan approved on | 06.07.2018<br>(As per project details) |
| 12. | Environment clearance | 20.08.2019<br>(Taken from another file of same project) |
| 13. | Due date of possession | 20.08.2023<br>(Calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later) |
| 14. | Total sale consideration | Rs.21,42,022/-<br>(As per SOA at page 18 of the complaint) |
| 15. | Amount paid by the complainant | Rs.15,90,750/-<br>(As per SOA at page 18 of the complaint) |
| 16. | Reminder Letters | 05.08.2021, 10.07.2021, 13.04.2021, 02.04.2021, 19.03.2022 |

| | | |
|---|---|---|
| | | (As per page 33 of the reply) |
| 17. | Demand letter for outstanding amount of Rs.2,81,305/-. | 10.01.2022<br>(As per page 33 of the reply) |
| 18. | Reminder Letter for outstanding amount of Rs.2,81,305/-. | 27.01.2022<br>(As per page 32 of the reply) |
| 19. | Reminder Letter for outstanding amount of Rs.2,83,175/-. | 11.02.2022<br>(As per page 30 of the reply) |
| 20. | Reminder Letter for outstanding amount of Rs.2,83,946/-. | 18.02.2022<br>(As per page 30 of the reply) |
| 21. | Pre- Termination Letter | 24.02.2022<br>(As per page 51 of the complaint) |
| 22. | Termination Letter | 10.03.2022<br>(As per page 51 of the complaint) |
| 23. | Newspaper Publication | 19.04.2022<br>(As per page 58 of the complaint) |
| 24. | Occupation certificate | Not obtained |
| 25. | Offer of possession | Not offered |

## B. Facts of the complaint:

3. That the complainant has made following submissions:

a. In 2021, the Complainant purchased of unit in the said project through management quota. That the respondents heavily marketed and advertised their project using the brand name value of Agrante.

b. The complainant further made a payment of Rs.4,25,250/-vide cheque no.906263 dated 09.02.2021, as part payment towards their booking

in the project Kavyam. and the Same was acknowledged by the respondent.

c. The complainant further made a payment of Rs.7,95,375/-vide cheque no.906266 dated 29.05.2021, as part payment towards their booking in the project Kavyam, and the Same was acknowledged by the respondent.

d. The complainant further made a payment of Rs.2,65,125/-vide cheque no.906272 dated 03.02.2022, as part payment towards their booking in the project Kavyam, and the Same was acknowledged by the respondent.

e. During the period the complainants went to the office of respondent several times and requested them to resolve the issue and accept the amount and allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainants visited the site but was not allowed to enter the site and even there was no proper approached road. The complainants even after paying amounts still received nothing in return but only loss of the time and money invested by them.

f. As per the demands raised by the respondent, based on the payment plan, the complainants to buy the captioned unit already paid a total sum of Rs. 15,90,750/- amount paid. The complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they get the possession and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given That complainants requested to the respondent many times and challenging the cancellation letter sent by the respondent.

g. Furthermore, complainants repeatedly request the respondent to provide justification and to withdraw the cancellation letters and issue

allotment letter and execute the agreement and without illegal demands and interest charged but respondent failed to do so till date. That, it was shocking for the complainants that representatives of the respondent informed/ sent cancellation letter dated 10.03.2022 & 14.03.2022 which is fake and signed by the fake person to the complainants that their booking already stands cancelled mentioning that they have made "regular follow-up & reminders to complete booking formalities". It is pertinent to mention here that it was very shocking to complainants if the said unit was cancelled, there must have been some communication, letters but same is not provided till date. Hence, the said cancellation letter dated 10.03.2022 & 14.03.2022 which is fake and signed by the fake person is void, illegal and needs to be quashed.

h. The respondent never refunded the part amount of Rs. 15,90,750/- paid by the complainant through online transfer. The complainants after losing all the hope from the respondent company, having their dreams shattered of owning a unit & having basic necessary facility in the vicinity of the project and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance. Hence this Petition.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):

i. Direct the respondent to set aside cancellation letter dated 17.01.2022 which was never given to the complainant.

ii. Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession.

iii. Restrain the respondent from creating third party rights qua the unit.

iv. Direct the respondent, not to cancel the allotment of the unit.

v. Stay on further sale of the project in question, freeze the bank accounts of the respondents immediately in the interest of justice.

vi. Direct the respondents to flourish the record of all the allottees of the project in question along with documents executed with the said allottees.

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:

a. The respondent is developing an affordable housing project namely 'Kavyam' under Pradhan Mantri Awas Yojna (PMAY) at Sector -108 situated in Gurugram (hereinafter referred to as *"project"*) and is subject to the mandate of the Affordable housing policy issued by the DTCP Office Haryana as amended from time to time. The present project is duly registered with Real Estate Regulatory Authority Haryana as per rules. The certificate of registration issued by this Hon'ble Authority for the project.

b. As per affordable housing policy, the complainant had to deposit 5% amount to apply for flat as booking amount, additional 20% amount required to deposit at the time of the allotment of the flat and the balance 75% amount had to be remit in six equated installments, upon demand as per first draw which the allottee can either make herself or can arrange through loan facilities offered by bank and financial institution. The Respondent has no discretion to advise any allottee on this as it is his sole decision and if the allottee chooses to finance, then a tripartite agreement is executed between allotee, bank and the builder. The liability of the allottee to remit timely payments of the

installments is independent and irrespective of the bank's discretion to release funds and refusal by bank in case of a loan facility case, it will not discharge the allottee from its obligations to remit the payments under policy.

c. The complainant herein is a chronic defaulter who has apparently failed to remit dues. The respondent on several occasions issued demand notices as per the fixed timelines but the complainant failed to adhere to the same. Therefore, the Respondent was constrained to send a pre cancellation notice dated 24.02.2022 and terminate his unit vide termination letter dated 10.03.2022 owing to overdue payments of Rs 2,86,147/- being pending till termination notice. The said cancellation was published as per affordable housing policy as well on 19.04.2022.

d. The respondent cannot be expected to hold the unit which is in default indefinitely and unlawfully withheld payment. Therefore, the complainant failed to make payment on time and now alleging otherwise. That when the complainant fails to pay instalments, the respondent has a right to cancel such unit.

e. The complainant herein is Chetan Bhargava, who had booked the unit/flat bearing no. 902, 9th floor, Tower A4, having a carpet area of 512.50 square feet and balcony area of 130.30 square feet in the project of the respondent company i.e., M/s Agrante Reality Ltd. namely "Kavyam" which is situated at Revenue estate of Village Dharampur, Sector 108, Gurgaon-122001, Haryana. The said unit was booked for a total consideration amount of Rs. 21,42,022/-.

f. The complainant issued a cheque bearing no.000002 dated 18.09.2020 amounting to Rs. 1,05,000/- as booking amount and the respondent issued an acknowledgement receipt for the same. That the complainant paid the 2nd instalment of Rs. 4,25,250/- after the expiry of due date on 06.02.2021.

g. The complainant also did not adhere to the payment schedule, as all of the payment made after the expiry of the due dates resulted in violation of the Affordable Housing Policy 2013 in turn affecting the obligation of the respondent. That the complainant paid the 3rd installment on dated 16.04.2025 after the expiry of due date i.e 24.02.2021 and after sending demand letter dated 24.02.2021 followed by Reminders dated 19.03.2021, 02.04.2021, 13.04.2021, next installment was also paid after due date and after sending demand letter dated 10.07.2021 and reminder dated 08.08.2021 on dated 03.09.2021.

h. The respondent sent demand letter dated 10.01.2022 and reminder letter dated 27.01.2022, 11.02.2022, 18.02.2022 followed by pre cancellation notice dated 22.02.2022 as complainant failed to pay the outstanding amount in timely manner. That even after sending the above-mentioned demand letter, reminders & pre-cancellation notice, complainant failed to pay the amount due. Thus, Respondent cancelled the complainant's unit through cancellation and termination notice dated 10.03.2022 and conveyed the same through publication dated 19.04.2022. The complainant on every occasion failed to pay his instalment on time. That Respondent has sent various notices, reminders, demand letters for the outstanding payment but complainant failed to pay the instalment on time.

i. The amount already paid by the complainant will be refunded after deduction as per Affordable Housing policy but complainant handed back the cheque given to him after deduction. It is the duty of the allottees, customers & buyers to read and understand the terms and conditions & policies prescribed by the government if they are buying any property under the affordable housing policy 2013 and respondent is bound to follow the same and as per the said policy the cancellation and the deduction calculated the respondent at the time of refund is

correct and the respondent was ready to pay the same since inception but complainant denied to receive his amount after the deduction as prescribed.

j. In light of the above-mentioned facts and rules laid down in Affordable Housing Policy 2013, complainant is only liable to get his deposited amount after deduction of 5% of the total cost of flat in addition to Rs. 25,000/- which respondent already ready to pay but complainant is not receiving the same since cancellation & making vague allegations just to save the amount forfeited as per Affordable Housing Policy 2013.

k. It can be seen that complainant is a chronical defaulter, even respondent through its publication dated 19.04.2022 gave 7 days' time to clear the dues but complainant failed to do the same. That respondent cancelled the flat/unit of the complainant as per rule 5 clause(iii) sub-clause (i) of Affordable Housing policy 2013 prescribed by the Town and Country Planning Department, Government of Haryana vide notification no. PF-27/48921 dated 19.08.2013. Thus, the version of the complainant completely falls to the ground and the present complaint is nothing but abuse of process of law.

l. The complaint of the complainant is filed to set aside the cancellation and termination notice of booking dated 10.03.2022. But the same is time barred as the complaint was filed on dated 26.05.2025 and the Unit/Flat of the complainant was cancelled on 10.03.2022 after the expiry of the 3 years period. That the complainant did not even pray to condone the delay in filing his complaint nor he had filed any application for condonation of delay with the complaint.

m. In view of the foregoing facts and circumstances, it is most respectfully prayed that this Ld. Forum may most graciously be pleased to dismiss the present complaint with costs in favour of the respondent.

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

**E. 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:

**E.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 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**

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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.*
>
> ***(Emphasis supplied)***

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-

compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on relief sought by the complainant:**

**F.I Direct the respondent to set aside cancellation letter dated 17.01.2022 which was never given to the complainant.**

12. The complainant was allotted unit no. TA4-902 in Tower-4 of the Affordable Housing Project namely "Kavyam", situated at Sector-108, Gurugram, for a total sale consideration of Rs. 21,42,022/-. A builder buyer agreement dated 02.08.2021 was executed between the parties. It is a matter of record that the complainant has paid an amount of Rs.15,90,750/- towards the said unit. The complainant has expressed his willingness to continue with the project and has sought restoration of the allotment which was terminated by the respondent and delayed possession charges along with other reliefs.

13. As per clause 7.1 of the buyer's agreement dated 02.08.2021, provides for handing over of possession and is reproduced below for the ready reference:

> *The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment* ***within four years from the starts of construction****, unless there is delay or failure due to Court Order, Government Policy / guidelines, decisions, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.*
>
> ***(Emphasis supplied)***

14. Moreover, the due date of possession as per Affordable Housing Policy describes handing over of possession as:

> ***1 (iv)***
> *All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental*

*clearance, whichever is later This date shall be referred to as the "date of commencement of project" for the purpose of the policy.*

***(Emphasis supplied)***

15. The Authority has perused clause 7.1 of the buyer's agreement dated 02.08.2021 as well as clause 1(iv) of Affordable Housing Policy, 2013 relating to handing over of possession. The said clause provides that the project is required to be completed within four years from the date of approval of building plans or grant of environmental clearance, whichever is later.

16. In the present case, the approval of building plans was granted on 06.07.2018 and the environmental clearance was granted on 20.08.2019. Since the environmental clearance is the later date, the period of four years is to be computed from 20.08.2019. Accordingly, the due date for completion and handing over of possession works out to 20.08.2023.

17. The primary grievance of the complainant is that the termination of the allotment is illegal and contrary to the procedure prescribed under the Affordable Housing Policy. It is contended that the publication regarding default was made on 19.04.2022 prior to the date on which the allotment was terminated i.e., 10.03.2022, without affording reasonable time to the complainant to clear the outstanding dues.

18. The respondent has submitted that the termination was effected on account of non-payment by the complainant and that reminder letters dated 05.08.2021,10.07.2021, 13.04.2021 and pre-termination dated 24.02.2022 were issued prior to termination.

19. The Authority has examined the material placed on record. It is observed that the complainant had opted for a time-linked payment plan. The demand was raised for "within 12 months" and subsequent reminders were issued in respect thereof. However, it is evident from the record that the public notice regarding default was published on

19.04.2022 and the termination letter was issued prior to the publication i.e., on 10.03.2022.

20. As per clause 5(iii)(i) of the Affordable Housing Policy, cancellation of allotment is required to follow the prescribed procedure, including issuance of notice and grant of reasonable opportunity/time to the allottee after publication before effecting cancellation. In the present case, the respondent has failed to demonstrate that any reasonable period was granted to the complainant after publication dated 19.04.2022. Termination before the date of publication is contrary to the spirit and mandate of the Policy. Clause 5(iii)(i) of the Affordable Housing Policy is reproduced below for ready reference:

> *If any successful applicant fails to deposit the instalments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due instalments within a period* ***of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi news-paper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled.*** *In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list.*
>
> ***(Emphasis supplied)***

21. In view of the above, the Authority holds that the termination of allotment of unit no. TA4-902 is not in consonance with the procedure prescribed under the Affordable Housing Policy, 2013 and is therefore unsustainable in law. Accordingly, the termination dated 17.01.2022 is hereby set aside.

22. The respondent shall reinstate the allotment of unit no. TA4-902 in favour of the complainant in accordance with the terms of the builder buyer agreement dated 02.08.2021. In the event the said unit is no longer available, the respondent shall allot an alternative unit of the

same type, size and specifications as agreed in the builder buyer agreement dated 02.08.2021.

**F.II Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession.**

23. In the instant case instant case, the complainant wishes to continue with the project and is seeking delayed possession charges as provided under the proviso to sec 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)***

The complainant was allotted a unit in the project of respondent "Kavyam" in Sector-108, Gurugram for a total sale consideration of Rs.21,42,022/-. The buyer's agreement was executed on 02.08.2021 between the parties and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.15,90,750/-.

24. As per clause 7.1 of the buyer's agreement dated 02.08.2021, the due date of possession is stipulated to be within a period of four years from the commencement of construction. Further, clause 1(iv) of the Affordable Housing Policy, 2013 provides that the timeline for handing over possession of the unit shall be four years from the date of approval of the building plans or from the grant of environmental clearance, whichever is later. In the present case, the environmental clearance was granted on 20.08.2019, whereas the approval of the building plans was granted on 06.07.2018. Since the environmental clearance is the later of the two dates, the due date for handing over possession is to be

computed as four years from 20.08.2019. Accordingly, the due date for possession comes out to be 20.08.2023.

25. As per documents available on record, the respondent has neither offered the possession of the allotted unit nor obtained occupation certificate from competent authority till date. The complainant took a plea that offer of possession was to be made in made in 2023 and the respondent has failed to handover the physical possession of the allotted unit within stipulated period of time.

26. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is continuing with the project and 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. 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.*
>
> ***(Emphasis supplied)***

27. 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.

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.,

13.10.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1of the agreement dated 02.08.2021, the due date comes out as 20.08.2023. The respondent yet to have obtain occupation certificate from the concerned Authority. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the respondents to fulfil its obligations and responsibilities as per the agreement dated 20.08.2023 to hand over the possession within the stipulated period.

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 has not been granted by the competent authority till date. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically she has 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.

In view of the above, the complainant is entitled for delayed possession at the prescribed rate of interest @ 10.80% per annum from the due date of possession (20.08.2023) till offer of possession i.e., plus two months

after obtaining occupation certificate or till actual handing over of possession, whichever is earlier.

**F.III Restrain the respondent from creating third party rights.**
**F.IV Direct the respondent, not to cancel the allotment of the unit.**

The aforesaid reliefs are being adjudicated conjointly, as they are intrinsically interconnected and arise out of the same set of facts and circumstances. In view of the fact that the Authority has set aside the cancellation dated 10.03.2022 and granted delayed possession charges in favour of the complainant, the aforesaid reliefs do not survive for consideration and are rendered redundant accordingly.

**F.V Stay on further sale of the project in question, freeze the bank accounts of the respondents immediately in the interest of justice.**

28. The complainant has sought a direction to stay further sale in the project and to freeze the bank accounts of the respondent. The relief sought for staying further sale of units in the project and freezing of bank accounts is in the nature of coercive and extraordinary interim measures. Such directions can only be issued in cases where there is cogent material indicating diversion of funds, fraud, or circumstances warranting invocation of powers under sections 7, 8 or 35 of the Act.

29. In the present case, no such material has been placed on record necessitating exercise of such drastic powers. Accordingly, the relief sought under this head is declined.

**F.VI Direct the respondents to flourish the record of all the allottees of the project in question along with documents executed with the said allottees.**

The complainant has further sought a direction to the respondent to furnish the record of all allottees of the project along with the documents executed with them. The Authority observes that the present proceedings arise out of an individual allotment and the dispute pertains specifically to the complainant's unit. The adjudication under section 31 of the Act is complaint-specific and not in the nature of a roving or fishing

inquiry into the entire project, unless required for determination of issues directly involved.

Since the cancellation has been set aside and appropriate directions regarding restoration and payment of delayed possession compensation have already been issued, the records pertaining to other allottees are neither necessary nor relevant for adjudication of the present complaint. not essential for adjudication of the present dispute, stands dismissed.

**G. Directions of the Authority:**

30. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

i. Cancellation dated 10.03.2022 is bad in eyes of law and hence set-aside. The respondent is directed to reinstate the allotment of unit no. TA4-902 in favour of the complainant in accordance with the terms of the builder buyer agreement dated 02.08.2021. In the event the said unit is no longer available, the respondent shall allot an alternative unit of the same type, size and specifications as agreed in the builder buyer agreement dated 02.08.2021.

ii. The respondent/promoter is directed to pay delay possession charges to the complainants against the paid-up amount at the prescribed rate of interest i.e. 10.80% p.a. for from the due date of possession i.e., 20.08.2023 till the date of offer of possession 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 20.08.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainant 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

allottees before 10th of the subsequent month as per rule 16(2) of the rules.

iv. The respondent is obligated to hand over the possession of the unit to the complainant after obtaining of occupation certificate/CC/part CC from the competent authority as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainant is obligated to take the possession within 2 months as per section 19 (10) of the Act, 2016.

v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee 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.

vi. The respondent is directed to execute the conveyance deed registered in favour of the complainants within 90 days as per section 17 of the Act, upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.

vii. The respondent is directed to not to levy, demand, or recover any amount from the complainant which is not expressly stipulated in the builder buyer agreement.

viii. The respondent is further, directed not to charges any amount against holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

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

31. Complaint stands disposed of.

32. File be consigned to the registry.

**(Arun Kumar)**
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
**Dated: 13.10.2026**

HARERA
GURUGRAM