

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

Complaint no.: 190 of 2025  
Complaint filed on: 13.02.2025  
Date of first Hearing: 25.06.2025  
Date of order: 16.07.2025

**Charanjit Lal Arora**

**R/o-** House no. 565, Sector 47, Near  
Water Works, Gurugram 122018,  
Haryana

**Complainant**

**Versus**

**M/s Sunrays Heights Private Limited**

**Registered Office:** 211, 2<sup>nd</sup> Floor,  
Ansal Bhawan, 16 Kasturba Gandhi  
Marg, New Delhi 110001.

**Respondent**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Sh. Garvit Gupta (Advocate)

Complainant

Sh. Tushar Bahmani (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 to the allottee as per the agreement for sale executed inter-se them.

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

S.No.	Particulars	Details
1.	Name of the project	"Sixty-Three Golf Drive", Sector 63A Gurugram
2.	Nature of the project	Affordable group housing
3.	RERA registered or not registered	249 of 2017 dated 26.09.2017 valid up to 25.09.2022
4.	DTCP license	82 of 2014 dated 08.08.2014 valid up to 31.12.2023
5.	Unit no.	G68, Tower G (page 31 of complaint)
6.	Unit admeasuring	356.18 sq. ft. (carpet area) 69.84 sq. ft. (balcony area) (page 32 of complaint)
7.	Date of execution of Buyers agreement	03.02.2016 (page no. 18 of complaint)
8.	Possession clause	<p>4.1  <i>The Developer shall endeavor to handover possession of the said flat <b>within a period of four years i.e. 48 months from the date of commencement of project, subject to force majeure</b> &amp; timely payments by the allottee towards the sale consideration, in accordance with the terms as stipulated in the present agreement.</i>                      (page no. 21 of complaint)</p> <p><b>*Note: As per affordable housing policy 2013</b>                      1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "<b>date of commencement of project</b>" for the purpose of this policy. The license shall not be renewed beyond the said 4 years from the date of commencement of project.</p>
9.	Date of building plan	10.03.2015

		(page no. 44 of reply)
10.	Date of environment clearance	16.09.2016 (page no. 50 of reply)
11.	Due date of possession	16.03.2021 (Calculated from date of environment clearance i.e., 16.09.2016 being later, which comes out to be 16.09.2020 + 6 months as per <b>HARERA notification no. 9/3-2020 dated 26.05.2020 for projects having completion date on or after 25.03.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic</b> )
12.	Basic sale price	Rs.14,59,640/- (as per BBA at page 31 of complaint)
13.	Amount paid by the complainant	Rs.13,31,286 /- (as per payment detail report dated 28.05.2025 at page 163 of reply)
14.	Publication in newspaper	16.10.2024 (page 91 of reply)
15.	Final reminder	28.08.2024 and 03.12.2024 (page 89 and 92 of reply, respectively)
16.	Occupation certificate	31.12.2024 (as available on other files of same project)
17.	Offer of possession	Not offered

### B. Facts of the complaint

3. The complainant has made the following submissions: -

- That the complainant is a senior citizen, facing health related issues having complete faith in the judicial system.
- That the complainant after seeing advertisements of the respondent in "The Hindustan Times" newspaper, launching the affordable housing project under Affordable Housing Scheme 2013 of Haryana namely "63A Golf Drive" situated at Sector-63A, Gurugram, Haryana. The complainant contacted respondent's executives who promised timely completion and possession of project. The complainant, being assured of the possession within 4 years as per the AHC 2013, applied for the

said project on 09/03/2015 vide acknowledgement cum application No. SGD(B)- 690771.

- c) That a unit no. G-68 in tower-G was allotted to the complainant vide allotment letter dated 11.01.2016. The total area of allotted unit is 356.18 sq. ft. and balcony area 69.84 sq. ft.
- d) That a builder buyer agreement was executed between the parties on 03.02.2016. The total sale consideration of the unit is Rs. 14,59,640/- exclusive of taxes and any other charges. The complainant has paid total amount of Rs.13,31,286/- to the respondent against demand letters issued by the respondent till date of filling of present complaint as and when the demands were raised by the respondent in a time bound manner, the total amount paid constitute above 91% of total cost of the said unit.
- e) That para no. 3 of the buyer's agreement i.e., "Consideration and Payment Obligation" states that "the allottee has paid approximately 5% of the total price the developer and shall make payment of 20% at the time of allotment i.e. 25% of total price at the time of signing of this agreement. The allottee agrees and undertakes to pay balance 75% of the total price in six equated monthly installments spread over three years period as per Annexure-I.
- f) That the complainant paid all the five installments of 12.5% of the consideration in addition to the 25% paid initially in 2 parts whenever demanded by the respondent till September 2019 however, the respondent never issued a demand for last installment of 12.5% of the total sale consideration.
- g) That complainant got allotment of the said unit on 11.01.2016 with a hope of obtaining possession in four years. Now it has been more than

nine years the respondent could not fulfil his commitments. This has caused the complainant a huge financial loss and it should be noted that the complainant paid Rs.13,31,286/- (91% of price of the unit) and this resulted in a great financial and emotional loss to the complainant.

- h) That due to the respondent not delivering of the unit, the complainant accrued huge losses. In spite of being in default, respondent is threatening to cancel the allotment of the unit through letters and emails while as per public notice dated 13.05.2024 published by the authority in a daily new paper it is clearly instructed to respondent to not to cancel any unit wherever 85% or more cost of unit is paid.
- i) The complainant has paid Rs 13,31,286/- and only last installment is outstanding, but the respondent is claiming Rs.9,54,450 as due including interest and outstanding demand. The respondent never handover detailed statement of account and details of calculation of interest. The respondent could not handover the possession of the unit and is imposing heavy interest upon the complainant.

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

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

- I. Direct the respondent to pay delay possession interest considering the following:
  - (i) Use prescribed rate of interest for calculating interest dues of both parties as per the law.
  - (ii) To pay the allottee for delays in possession as prescribed by law till the date of the possession. We understand that the due date of possession shall be 16.03.2021, considering the 6-month COVID grace period.
  - (iii) Off-set all and any of my arrears including last instalment against the interest accrued for allottee.
  - (iv) Issue a fresh statement of accounts along with demand/ Credit letter to the allottee, as per Authority directions at prescribed interest rates for both parties and calculate net payable for the parties.
  - (v) In case of credit to allottee, direct respondent to pay the credit within stipulated time.



- II. Direct the respondent to offer immediate possession of the allotted units to the complainant and making the project habitable with all amenities as per the brochure.
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) That the complainant applied to the respondent for allotment of the unit vide an application form was provisionally allotted a unit bearing no. G68 in tower G, having carpet area of 356.18 sq. ft. and balcony area of 69.84 sq. ft.
  - b) Thereafter, a builder buyer agreement was executed between the parties on 03.02.2016. The agreement was consciously and voluntarily executed between the parties and terms and conditions of the same are binding on the parties.
  - c) That as per clause 4.1 of the agreement, the due date of possession was subject to the allottee having complied with all the terms and conditions of the agreement. That being a contractual relationship, reciprocal promises are bound to be maintained. The rights and obligations of the allottee as well as the builder are completely and entirely determined by the covenants incorporated in the agreement which continue to be binding upon the parties thereto with full force and effect.
  - d) That, as per clause 4.1 of the agreement, the respondent endeavoured to offer possession within a period of 4 years from the date of obtainment of all government sanctions and permissions including environment clearance, whichever is later. The possession clause of the agreement is on par with clause 1(iv) of the Affordable Housing Policy, 2013.



- e) That the building plan of the project was approved on 10.03.2015 from DGTCP and the environment clearance was received on 16.09.2016. Thus, the proposed due date of possession, as calculated from the date of EC, comes out to be 21.08.2021. The Ld. Authority vide notification no.9/3-2020 dated 26.05.2020 had allowed an extension of 6 months for the completion of the project the due of which expired on or after 25.03.2020, on account of unprecedented conditions due to outbreak of Covid-19. Hence, the proposed due date of possession comes out to be 16.03.2021.
- f) That the offer of possession was also subject to the incidence of force majeure circumstances under clause 16 of the agreement. The construction and development of the project was affected by circumstances which are beyond the control of the respondent. The respondent faced certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab and Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab and Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 years that the scarcity as detailed aforesaid continued, despite which, all efforts were made, and materials were procured at 3-4 times the rate and the

construction of the Project continued without shifting any extra burden to the customer. The development and implementation of the said project have been hindered on account of several orders/directions passed by various authorities/forums/courts. Additionally, even before normalcy could resume, the world was hit by the Covid-19 pandemic. The covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction.

- g) That as per license condition, developer are required to complete these projects within a span of 4 years from the date of issuance of environmental clearance since they fall in the category of special time bound project under Section 7B of the Haryana Development and Regulation of Urban Area Act 1975, for a normal Group Housing Project there is no such condition applied hence it is required that 4 years prescribed period for completion of construction of Project shall be hindrance free and if any prohibitory order is passed by competent authority like NGT or Hon'ble Supreme Court then the same period shall be excluded from the 4 years period.
- h) Despite there being several defaulters in the project, the respondent had to infuse funds into the project and have diligently developed the project in question. Despite the default caused, the respondent got sanctioned loan from SWAMIH fund of Rs. 44.30 Crores to complete the project and has already invested Rs. 35 Crores from the said loan amount towards the project. The respondent has already received the FIRE NOC, LIFT NOC, the sanction letter for water connection and electrical inspection report.
- i) That the respondent has applied for occupation certificate on 08.12.2023. Once an application for grant of occupation certificate is



submitted for approval in the office of the statutory authority concerned, respondent ceases to have any control over the same. The grant of sanction of the occupation certificate is the prerogative of the concerned statutory authority over which the respondent cannot exercise any influence. Therefore, the time utilized by the statutory authority to grant occupation certificate to the respondent is required to be excluded from computation of the time utilized for implementation and development of the project.

- j) That the complainant has been allotted unit under the Affordable Housing Policy, 2013 which under clause 5(iii)(b), clearly stipulated the payment of consideration of the unit in six equal instalments. The complainant is liable to make the payment of the instalments as per the government policy under which the unit is allotted. At the time of application, the complainant was aware of the duty to make timely payment of the instalments. Not only as per the Policy, but the complainant was also under the obligation to make timely payment of instalments as agreed as per the BBA.
- k) That the complainant has failed to make any payment of instalment at "within 36 months from the due date of Allotment" due in April 2019 along with partial payment towards previous instalments. The complainant cannot rightly contend under the law that the alleged period of delay continued even after the non-payment and delay in making the payments. The non-payment by the complainant affected the construction of the project and funds of the respondent. That due to default of the complainant, the respondent had to take loan to complete the project and is bearing the interest on such amount. The respondent reserves the right to claim damages before the appropriate forum.

- l) That it is the obligation of the complainant under the Affordable Housing Policy, 2013 (as on the date of Allotment) and the Act to make timely payments for the unit. In case of default by the complainant the unit is liable to be cancelled as per the terms of Affordable Housing Policy, 2013.
- m) That the respondent issued a first final reminder letter dated 28.08.2024 requesting the complainant to pay the outstanding dues of Rs.9,54,450/-. The respondent on 16.10.2024 through publication gave another 15 days to clear the outstanding dues. A letter dated 03.12.2024 was also sent to the complainant to clear the outstanding dues, but the complainant gave no heed to it.
- n) That the stand of the allottees is contradictory with respect to the due date of possession in two different competent authorities i.e., before HARERA. Gurugram they are claiming interest on delayed possession from September 2020 whereas before NCLT admitted the due date of possession as 31.03.2023. Hence, there is a huge discrepancy in admitted due date of possession and therefore, due date in present case which is alleged as 19.04.2020 is false and wrong.
- o) That without prejudice, assuming though not admitting, relief of delayed possession charges, if any, cannot be paid without adjustment of outstanding instalment from due date of instalment along with interest @15% p.a.
- p) That, moreover, without accepting the contents of the complaint in any manner whatsoever, and without prejudice to the rights of the respondent, the unit of complainant can be retained only after payment of interest on delayed payments from the due date of instalment till the date of realization of amount. Further delayed interest if any must be

calculated only on the amounts deposited by the complainant towards the sales consideration of the unit in question and not on any amount credited by the respondent, or any payment made by the complainant towards delayed payment charges or any taxes/statutory payments, etc.

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 authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

**E. I Territorial jurisdiction**

10. 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**

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)(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 of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside the 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 regarding force majeure conditions.**

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as construction ban, orders passed by various Authorities including orders passed by National Green Tribunal (hereinafter, referred as NGT), lockdown due to outbreak of Covid-19 pandemic.
14. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:

*"All such projects shall be required to be necessarily completed within 4 years from the 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 this policy. The licenses shall not be renewed beyond the said 4-year period from the date of commencement of project."*

15. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by





them. The Authority notes that the construction ban cited by the respondent, was of a short duration and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Hence, all the pleas advanced in this regard are devoid of merits.

16. In accordance with the said policy the respondent was obligated to handover the possession of the allotted unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of the building plan is 10.03.2015 and environment clearance is 16.09.2016. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 16.09.2020. Further ***as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.*** The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 16.09.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for handing over possession ***in view of notification no. 9/3-2020 dated 26.05.2020***, on account of force majeure conditions due to the outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to be 16.03.2021.

**G. Findings on the relief sought by the complainant.**

- G.I Direct the respondent to pay delay possession interest considering the following:**
- (i) Use prescribed rate of interest for calculating interest dues of both parties as per the law.**



- (ii) To pay the allottee for delays in possession as prescribed by law till the date of the possession. We understand that the due date of possession shall be 16.03.2021, considering the 6-month COVID grace period.
  - (iii) Off-set all and any of my arrears including last instalment against the interest accrued for allottee.
  - (iv) Issue a fresh statement of accounts along with demand/ Credit letter to the allottee, as per Authority directions at prescribed interest rates for both parties and calculate net payable for the parties.
  - (v) In case of credit to allottee, direct respondent to pay the credit within stipulated time.
17. The factual matrix of the case reveals that complainant was allotted unit no. G-68, Tower-G admeasuring carpet area of 356.18 sq. ft. and a balcony area of 69.84 sq. ft., in the respondent's project at basic sale price of Rs.14,59,640/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 03.02.2016. The possession of the unit was to be offered by 16.03.2021 as delineated hereinbelow. The complainant paid a sum of Rs.13,31,286/- towards the subject unit.
18. The respondent in its reply dated 16.07.2025 submitted that the complainant has instituted proceedings before the Hon'ble National Company Law Tribunal (NCLT), Delhi Bench in Case No. IB-48 of 2025, seeking a refund along with interest at the rate of 24% per annum. It was further submitted that in the said NCLT proceedings, the date of default has been stated as 31.03.2023, whereas in the present complaint(s) before this Authority, the complainants have asserted the due date as 16.03.2021 and have sought relief in the form of delayed possession charges and delivery of possession.
19. The Authority is of the considered view that the complaint filed before this Authority is with respect to the statutory provisions under the Real Estate (Regulation and Development) Act, 2016 which is a special Act to regulate

and promote the real estate sector and to ensure sale of plot, apartment or building, as the case may be in an efficient and transparent manner and to protect the interest of consumers in the real estate sector. It is noted that the objective and scope of the Insolvency and Bankruptcy Code, 2016 (IBC) are distinct and serve a different legal purpose. It is further observed that the matter before the Hon'ble NCLT is presently at the stage of admission and no order initiating Corporate Insolvency Resolution Process (CIRP) against the respondent has been passed as on date. Therefore, at this juncture, there exists no bar under any law that prevents this Authority from proceeding to adjudicate the present complaint on merits.

20. The Authority observes that the respondent issued "Final Reminder Letter" dated 28.08.2024, directing the complainant to clear the outstanding dues amounting to ₹9,54,450/-. It is pertinent to mention here that the complainant had already paid an amount of ₹13,31,286/-(i.e., 91.2%) against the total consideration of ₹14,59,640/- to the respondent by 04.07.2023. Perusal of case file reveals that the demand raised by the respondent via letter dated 28.08.2024 was towards the payment of last instalment accompanied with interest on delay payments. Therefore, the rate of interest chargeable from the allottee by the promoter, in case of default, if any shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act. Also, the respondent is obligated to raise last demand only in accordance with the builder buyer agreement and as per Affordable Housing Policy, 2013 and shall not charge anything from the complainant which is not the part of the builder buyer agreement and under the Affordable Housing Policy, 2013.

21. Thereafter, the respondent made a publication in the newspaper "AAJ SAMAJ" on 16.10.2024 as required under Affordable Group Housing Policy, 2013. The said publication also stated that failure to make payment within the stipulated period. Thereafter, a letter dated 03.12.2024 was sent by the respondent giving another opportunity to the complainant to clear the outstanding dues within a period of 15 days i.e., by 18.12.2024.
22. The Authority takes serious note of the conduct of the respondent in wilfully violating the directions issued to it vide order dated 23.04.2024 in **M.A. No. 233/2024** in **CR/1244/2022** titled **"Sixty-Three Golf Drive Flat Buyers Association vs. Sunrays Heights Private Ltd."**, wherein a clear directive was issued restraining the respondent from cancelling the allotment of any unit in cases where more than 85% of the sale consideration had already been paid by the allottee, and without adhering to the due process stipulated under the Affordable Housing Policy. It has been observed that the notwithstanding this express direction, the respondent proceeded to cancel the allotments of various allottees in a blatant disregard of the said order. Such conduct not only amounts to a deliberate and conscious defiance of the Authority's directions but also reflects a lack of bona fide on the part of the respondent in its dealings with the allottees.
23. Additionally, as per Clause 9.2 of the Agreement for Sale, annexed as Annexure A to the Rules, 2017, the allottee has the right to stop making further payments if the promoter defaults on its obligations. The relevant portion is reproduced below:

**9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:**

- (ii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter





*the Allottee be required to make the next payment without any interest for the period of such delay; or...*

***(Emphasis Supplied)***

24. In the present case, the respondent-promoter was obligated to complete the construction by 16.03.2021, including a six-month extension due to the Covid-19 pandemic. However, the respondent-promoter failed to complete the project within this timeline. Thus, in accordance with Clause 9.2, the allottee was fully justified in stopping further payments.
25. Herein, the complainant intends to continue with the project and is seeking delay possession charges at a prescribed rate of interest on the amount already paid by him as provided under the proviso to Section 18(1) of the Act, which 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."*

26. **Due date of handing over possession:** As per clause 4.1 of the BBA executed inter se parties, the respondent proposed to handover possession of the subject unit within a period of four years i.e. 48 months from the date of commencement of project. It is pertinent to mention here that the project was to be developed under the Affordable Housing Policy, 2013. However, the respondent has chosen to disregard the policy provision. Clause 1(iv) of the Affordable Housing Policy, 2013 deals with the date of possession of the unit and completion of the project. The relevant clause is reproduced as under:

***"1(iv) All such projects shall be required to be necessarily completed within 4 years from the 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 this policy.  
The licences shall not be renewed beyond the said 4 years  
period from the date of commencement of project."*

*(Emphasis supplied)*

27. In the present case, the date of approval of building plans is 10.03.2015, and the date of environment clearance is 16.09.2016. The due date of handing over of possession is reckoned from the date of environment clearance being later. Therefore, the due date of handing over of possession comes out to be 16.09.2020. Further as per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having a completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 16.09.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to the outbreak of Covid-19. As such the due date for handing over of possession comes out to be **16.03.2021**.

28. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges till the date of delivery of possession to the complainant. 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."*

29. 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, determined by the legislature, is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.

30. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 16.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

31. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. 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;"*

32. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10 % by the respondent which is the same as is being granted to them in case of delayed possession charges.
33. On consideration of the documents available on record and submissions made 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.
34. It is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at the prescribed rate of interest i.e., @ 11.10% p.a. w.e.f. 16.03.2021 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

**G.II Direct the respondent to offer immediate possession of the allotted units to the complainant and making the project habitable with all amenities as per the brochure.**

35. In the present complaint, the grievance of the complainant is that the physical possession has not been handed over by the respondent to the complainant.
36. The authority observes that the respondent-promoter has obtained occupation certificate of the said project from the competent authority on 31.12.2024. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject



unit to the complainant complete in all respect as per specifications mentioned in BBA and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.

37. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.
38. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

**H. Directions of the authority:**

39. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the authority under Section 34(f) of the act of 2016:



- I. The respondent is directed to pay interest on the amount paid by the complainant at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 16.03.2021 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier.
- II. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules, *ibid*.
- III. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(z) of the Act. Further, no interest shall be payable by both the parties for delay, if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
- IV. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- V. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of

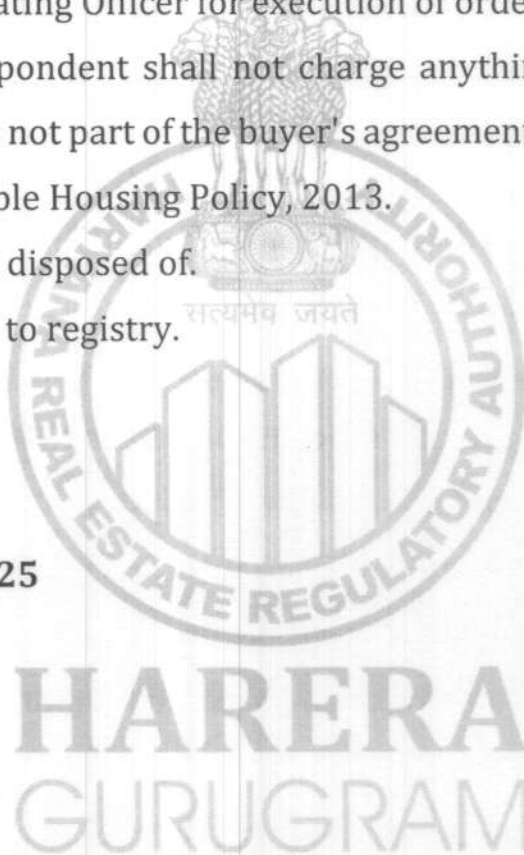
this order, as the occupation certificate in respect of the project has already been obtained by it from the competent authority.

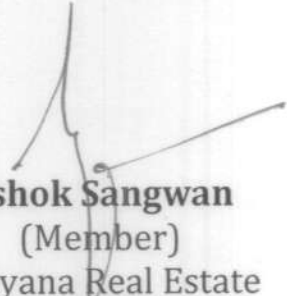
- VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the Adjudicating Officer for execution of order.
- VII. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement and the provisions of the Affordable Housing Policy, 2013.

40. Complaint stands disposed of.

41. File be consigned to registry.

**Dated: 16.07.2025**



  
**Ashok Sangwan**  
(Member)  
Haryana Real Estate  
Regulatory Authority,  
Gurugram