

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

Complaint no.: 710 of 2025
Date of filing : 13.02.2025
Date of decision : 15.07.2025

1. Mrs. Bhawna
2. Mr. Mahesh Kumar

Both RR/o: R/o RZ/C-3, Street No. 11D, Durga Park,
Delhi-110045

Complainants**Versus**

M/S Vikas Park Private Limited

Regd. Office: 264, Okhla Industrial Estate, Phase-III,
New Delhi, Delh-110020

Respondent

CORAM:	
Shri Arun Kumar	Chairperson
Shri Ashok Sangwan	Member

APPEARANCE:

Sh. Gaurav Bhardwaj (Advocate)

Complainants

Sh. Sumesh Malhotra & Pawan Bhardwaj (Advocate)

Respondent**ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottees 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 complainants, 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	"Hero homes Tower 8", Sector-104, Dwarka Expressway, Village Dhanwapur, Gurugram, Haryana
2.	Nature of the project	Residential Group Housing
3.	RERA Registered/ not registered	RC/REP/HARERA/GGM/2018/24 dated 13.11.2018
4.	Application form	30.12.2018
5.	Date of allotment	02.02.2019 [page 31 of complaint]
6.	Date of Agreement for sale	13.06.2019 [page 36 of complaint]
7.	Unit no.	1204, 2-BHK, 12 th floor in tower T-02 [at page 39 of complaint]
8.	Unit area admeasuring	1099 sq. ft. super area 683.83 sq. ft. carpet area [as per buyer agreement at page 39 of complaint]
11.	Possession clause	<i>as per rule 2(1)(f) of rules 2017 i.e. 31.08.2023 as per HARERA website per agreement for sale at page 44 of reply]</i>
12.	Due date of possession	31.08.2023 <i>as per HARERA website</i>
13.	Payment Plan	Time & Construction Linked Payment Plan (as per agreement for sale - Schedule C, page 59 of complaint)
14.	Total sale consideration	Rs.72,72,643/- [as per buyer agreement on page no. 40 of complaint]
15.	Amount paid by the complainant	Rs.65,94,965/- (as per customer ledger dated 14.11.2024 on page no. 68-69 of complaint)



16.	Occupation certificate	21.01.2025 [page 31 of reply]
17.	Offer of possession	25.02.2025 [page 38 of reply]

B. Facts of the complaint

3. The complainants have made the following submissions: -

- a. That complainants are allottees within the meaning of section 2(d) of The Real Estate (Regulation and Development) Act, 2016. The respondent company, **M/s Vikas Parks Private Limited** is a limited company incorporated under the Companies Act, 1956 and is *inter alia* engaged in the business of providing real estate services.
- b. That the respondent advertised about the launch of its new group housing project namely "Hero Homes" located in Sector-104, Dwarka Expressway, Gurugram, Haryana. The respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project nurture wellness and enhance lifestyle with a host of unique and modern facilities providing seamless connectivity to Delhi through a network of flyovers.
- c. That believing the false assurances and misleading representations of the respondent in their advertisements and relying upon the goodwill of the respondent company, the complainants booked a unit vide application dated 30.12.2018 in the project by making a payment of Rs. 1,00,000/- vide instrument bearing no. 775411 dated 16.12.2018 and Rs. 3,00,000/- vide instrument bearing no. 775412 dated

- 27.12.2018 drawn on Yes Bank totaling the amount to Rs. 4,00,000/- against the total sale consideration of Rs. 72,72,634/.
- d. That on 02.02.2019, the respondent sent an allotment letter allotting the unit bearing no. 1204 on 12th floor located in Tower-T-02, ad measuring carpet area 683.83 sq. ft. and super area 1099 sq. ft. along with basement parking no. B2-373 ad-measuring 134.55 sq. ft. in basement no.02 in the group housing society known as Hero Homes, Sector-104, Dwarka Expressway, Gurugram, Haryana.
- e. That thereafter, an agreement for sale was executed between the complainants and the respondent on 13.06.2019 for the unit in question wherein under clause 7.1, the respondent undertook to complete construction, handover possession of the unit in question along with parking within 51 months from the date of execution of agreement to sale i.e. by 31.08.2023.
- f. That the respondent kept raising payment demands and the complainants kept making payment in accordance with demands only in the hope of getting possession of their unit and fearing cancellation of her unit as threatened by the respondent time and again. Till date, the complainants have made 94% payment of Rs. 65,94,965/- as against the total sale consideration of Rs. 72,72,634/- in accordance with the demands raised by the respondent.
- g. That at the time of purchase of the unit in question, the respondent assured the complainants that the project will be completed on time and all the necessary government approvals would be obtained on time and subsequently; after obtaining

Occupation Certificate from the concerned Department, the respondent shall endeavour to handover the possession of the unit to the complainants. Accordingly, having paid a substantial amount towards purchase of the unit in question, the latter had no option but to believe the representations made by the former but despite lapse of due date of possession as per builder buyer agreement, the respondent has clearly failed to handover the possession of the unit till date.

- h. That the respondent had committed to obtain the OC and handing over possession on time. However, the prospects of possession being offered in the near future appear uncertain, as the respondent applied for the OC only after the possession due date had passed and has also raised a payment demand. This delay has caused significant distress to the complainants, who are now seeking a clear response or firm commitment from the respondent.
- i. That the complainants kept reiterating that the delay in handover of possession has caused extreme mental agony as well as financial hardship to him. Accordingly, complainants seek direction to the respondent for handing over of possession of the unit in question along with delay possession charges owing to the delay in handing over of possession in accordance with the builder buyer agreement.
- j. That the complainants have been severely exploited at the hands of the builder/respondent. The aforesaid series of events clearly portray the amount of harassment and mental agony the complainants have gone through till date. Even after a lapse of 5

years from the date of booking, the complainants have been left empty handed, under financial distress as the respondent has failed in offering and handing over possession of the unit booked by the complainants, thereby duping the complainants of their hard-earned money and causing them great mental trauma.

- k. That the complaint has been filed in order to seek delayed possession charges on the principal amount paid by the complainants along with interest at the rate prescribed as per RERA, 2016 and HRERA Rules, 2017 from the due date of possession, along with other reliefs.

C. Relief sought by the complainant:

4. The complainants have sought following relief:
- Direct the respondent to resume construction and offer possession of the unit in question after obtaining occupation certificate.
 - Direct the respondent to handover a complete unit to the complainants in accordance with the specifications mentioned in the agreement.
 - Direct the respondent to pay delayed possession charges to the complainants on the principal amount paid by the complainants, from the due date of possession till the date of actual handing over after receipt of valid occupation certificate and after completing the unit as per the specifications mentioned in the agreement.
 - Direct the respondent not to charge any amount beyond the amount as mentioned in builder buyer agreement.

- e. Direct the respondent to not levy any holding charges from the complainants.
- f. Direct the respondent to not levy any maintenance charges from the complainants till date of actual handover.
- g. Any other relief as the Authority may deem fit and proper in the facts and circumstances of the case.

D. Reply filed by the respondent:

- 5. The respondent has contested the complaint on the following grounds:
 - a. That the respondent i.e., Vikas Parks Private Limited, a company duly incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and a subsidiary company of Hero Realty Private Limited, real estate arm prestigious Hero Group. The respondent is engaged in the business of construction and development of real estate projects and is known amongst the customers of the real estate and infrastructure sector for its trust and ethical conduct, synonymous with the name and brand "Hero".
 - b. That the complaint has been preferred by the complainants on purported grounds against the respondent, seeking *inter-alia* delay interest from the due date of possession till actual handing over of possession. The complaint pertains to the apartment no. 1204, admeasuring 683.83 sq. ft. in Tower-2, on 12th Floor, along with basement parking no. B2-373, in project "Hero Homes" located in Sector - 104, Gurugram, Haryana for which an application for grant of occupation certificate has been made on

21.02.2024 and the occupation certificate has been granted by Director Town and Country Planning vide office Memo no. ZP-968-Loose/SD(RD)/2025/2603 dated 20.01.2025. An intimation of receipt of OC has also been sent to complainants vide email dated 23.01.2025. The possession in respect of the apartment in question has been offered by the respondent to the complainants vide offer of possession letter dated 25.02.2025.

- c. That the contents of Occupation Certificate and the endorsements clearly indicate that the project was complete well in time. The project had received Fire NOC from Director General, Fire Service, Haryana on 17.01.2024. District Town Planner had given his endorsement on application for grant of OC on 08.08.2024, Senior Town Planner on 13.08.2024 and Chief Engineer- I, HSVP on 30.08.2024 and 12.09.2024, thereby clearly indicating the project, despite being complete, was stuck in bureaucratic paperwork.
- d. That the complainants have neither any cause of action nor any *locus standi* to maintain the complaint against the respondent. The complainants are now seeking the complete amendment/ modification/ re-writing of the terms and conditions of the agreement/understanding between the parties as per their own whims and fancies while nit-picking facts and laws as per their convenience and blowing hot and cold in the same breath. This is evident from the pugnacious averments as well as the prayers sought in the complaint which are merely an afterthought, and never did the complainants raised any objection to any term and

conditions of the mutual agreement and the stage of construction of the project.

- e. That the complainants vide agreement for sale executed 13.06.2019 (registered on 24.06.2019), whereby the complainants agreed to the explicit terms of the sale. further, complainants have constantly been updated of the stages of construction/development of the project vide various emails sent by the respondent.
- f. The complaint is barred by *law of estoppel*. The sale of unit is strictly subject to the terms of the agreement which the complainants had agreed to. The complainants are well-acquainted that clause 7.1 of the agreement unequivocally encapsulates the principle that the complainants cannot claim delay possession charges in the event of *force majeure* circumstances mentioned in the agreement. These unforeseen events, entirely beyond the control of the respondent company, had significantly disrupted and delayed the originally projected timeline for completion. The clause underscores the acknowledgment of such extraordinary occurrences as legitimate grounds for the delay, absolving the respondent of liability for associated delays while maintaining the complainants' obligations under the agreement.
- g. That clause 7.1 of the agreement categorically provides that the liability of the promoter was only till the completion of development. The date of submission of application with the competent authority for obtaining completion/occupancy/part-occupancy certificate is to be reckoned as date of completion of

development/possession of the tower/apartment. The application for grant of occupation certificate for tower 1 to 4 and part basement 1 and basement 2 was applied on 21.02.2024, clearly indicating that the construction in respect of the Tower – 1 to 4, part of basement 1 and basement 2 of the project were complete. Further, Hon'ble NCDRC in consumer case no. 3872 of 2017 titled "**Avinash Bhalla versus Mapsko Builders Private Limited**" drew a presumption that application of occupancy certificate indicates completion of construction, as the developer is obligated to apply for grant of occupancy certificate only upon completion of construction. The respondent is entitled to extension of time for the period the authorities take for providing the occupancy/part-occupancy/completion certificate and no claim of damages or compensation can be made out by the allottee against the promoter in case of delay in handing over possession on account of the said reason. The time taken by the competent authorities in grant of occupation certificate is beyond the control of the respondent.

- h. That in case of delay/failure due to occurrences of force majeure events/ events beyond the control of the respondent company or impacting the real estate project, the respondent is entitled to extension of time. There has been no delay on the part of the respondent, and the extension in delivery schedule is due to *force majeure* and other reasons.
- i. That said, the construction of the project commenced as per schedule, however, in the intervening period when the construction and development was under progress there were

various instances and scenarios when the development and construction work had to be put on hold due to reasons beyond the control of the respondent/developer. The parties have agreed that if the delay is on account of force majeure conditions, the developer/respondent shall not be liable for performing its obligations. The project got delayed and proposed possession timelines were shifted within the framework of the agreement as agreed on account of following reasons among others as stated below:-

i. That over last few years Delhi-NCR has faced unprecedented levels of severe air pollution, especially during winter months, primarily due to construction dust, vehicular emissions, and industrial activities. As a measure to curb arrest the dangerous levels of air pollution and to improve the air quality, various governmental authorities including DPCC, GRAP Sub-Committee, etc. as well as judiciary including Hon'ble Supreme Court of India and National Green Tribunal imposed restrictions on construction activities to combat the worsening air quality in Delhi-NCR. That stay orders are passed every year either by Hon'ble Supreme Court, NGT or/and other pollution boards, competent courts, Environment Pollution (Prevention & Control) Authority established under Bhure Lal Committee, which in turn affect the project.

ii. Adding to the woes of the developers, COVID-19 had a profound impact on the real estate sector, affecting construction activities in several significant ways. Many

construction sites were temporarily shut down due to lockdowns and restrictions imposed to control the spread of the virus. This led to delays in project timelines and halted ongoing work. That Authority considering the grave and unprecedented situation had granted extension of 6 months' and thereafter 3 months' grace period to all developers, vide its notifications dated 26.05.2020 and 02.08.2021, respectively.

- iii. That development of every residential Project mandatorily requires proportionate development of EWS housing. That on account of change of location for development of EWS housing at the behest of the landowners, which is beyond the control of the respondent company, the development of proportionate EWS housing for respondent's project got delayed by approximately 24 months which was otherwise planned simultaneously with the development of the project.
- j. That the complainants have willfully concealed that they have received the benefits from the respondent in the form of an inaugural discount of Rs.5,00,000/- which is explicitly stated in the allotment letter dated 02.02.2019. The complainants were also extended a benefit of adjustment of the amount to the tune of Rs.25,000/-, in lieu of cashback vouchers, as is evident from the email dated 26.09.2019 and as such it cannot be alleged, stated, or proved that the complainants were facing any hardship. At that point of time the complainants had no qualms in accepting an undue amount of money or benefit from the

respondent but now has approached this Authority wearing the veil of a victim that purportedly had faced extreme hardship at the hands of the respondent.

- k. That the Respondent pleads that this Authority may dismiss the complaint in the interest of justice.

E. Jurisdiction of the authority

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

E. I Territorial jurisdiction

7. 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

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

"Section 11(4)(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;

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee and the real estate agents under this Act and the rules and regulations made thereunder."

9. 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 compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings regarding relief sought by the complainants.

- F.I. Direct the respondent to resume construction and offer possession of the unit in question after obtaining occupation certificate.**
- F.II. Direct the respondent to resume construction and offer possession of the unit in question after obtaining occupation certificate.**
- F.III. Direct the respondent to handover a complete unit to the complainants in accordance with the specifications mentioned in the agreement.**
- F.IV. Direct the respondent to pay delayed possession charges to the complainants on the principal amount paid by the complainants, from the due date of possession till the date of actual handing over after receipt of valid occupation certificate and after completing the unit as per the specifications mentioned in the agreement.**
- F.V. Direct the respondent not to charge any amount beyond the amount as mentioned in builder buyer agreement.**
10. In the present matter the complainants purchased a unit bearing no. 1204, 12th floor in tower T-02 admeasuring 683.83 sq. ft. carpet area & 1099 sq. ft. super area in the project namely Hero Homes Tower 8 located in sector 104, Gurugram. The complainant paid an amount of ₹65,94,965/- against the total sale consideration of ₹72,72,643/-. An agreement for sale was executed between the complainant and the respondent on 13.06.2019 and duly registered on 24.06.2019 and according to clause 7.1 of the agreement the respondent was obligated to complete the construction of the unit as provided under

Rule 2(1)(f) of Rules, 2017 i.e., by 31.08.2023 (as mentioned in Harera website).

11. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the provisions of section 18(1) of the Act which reads as under:

"Section 18: - Return of amount and compensation

(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"***

12. Clause 7.1 of the agreement for sale is reproduced below:-

" 7.1 POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE

7.Schedule for possession of the said Apartment for residential usage - The Promoter agrees and understands that timely delivery of possession of the Apartment for residential usage along with parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. For the purpose of this Clause/ Agreement, the date of submission of application with the competent authority for obtaining completion/occupancy/part-occupancy certificate in respect of the tower, in which the Apartment is comprised, shall be reckoned as the date of completion of development/possession of the tower/ Apartment and the Promoter shall be deemed to have fulfilled the responsibility qua the completion of development and possession as mentioned in this Agreement. No claim by way of damages/ compensation shall lie against the Promoter in case of delay in handing over possession on account of the said reason and the Promoter shall be entitled to extension of time for the period the authorities take for providing the occupancy/part-occupancy/completion certificate."

(Emphasis supplied)"

13. **Due date of handing over of possession:** In view of clause 7.1 of the agreement for sale dated 07.10.2020, the due date of possession is determined as 31.08.2023, i.e. date of completion of the project mentioned at HARERA website as per rule 2(1)(f) of Rules of 2017.
14. **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."

15. The definition of term 'interest' as defined under section 2(z) 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:

"(z) "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;"

16. 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., 15.07.2025 is 8.90%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.90%.
17. **Rate of interest to be paid by complainant/allottee for delay in making payments:** 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.
18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.90% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
19. 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 7.1 of the agreement for sale executed between the parties, the possession of the said unit was to be as per Rule 2(1)(f) of Rules,

2017. Therefore, the due date of handing over possession comes out to be 31.08.2023. In the present case, the complainant was offered possession by the respondent on 25.02.2025 after obtaining occupation certificate dated 21.01.2025 from the competent authority. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement for sale executed between the parties.

20. 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 was granted by the competent authority on 21.01.2025. However, the respondent offered the possession of the unit in question to the complainant only on 25.02.2025. Therefore, in the interest of natural justice, he 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 he 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. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e. 31.08.2023 till the expiry of 2 months from the date of offer of possession (25.02.2025) comes out to be 25.04.2025 or actual handing over of possession, whichever is earlier.

21. 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 prescribed rate of the interest @ 11.90% p.a. w.e.f. 31.08.2023 till offer of possession i.e. 25.02.2025 plus 2 month after obtaining or actual offer of possession, whichever is earlier as per provisions of section 18(1) of the Act read with rule 15 of the rules.

F.II. Execute Conveyance Deed

22. The Authority observes that the conveyance has been subjected to all kinds of terms and conditions of agreement and the complainants not being in default under any provisions of agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. A reference to the provisions of sec. 17 (1) and proviso is also must and which provides as under:-

"Section 17: - Transfer of title

17(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

23. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainant. The

respondent is directed to execute the conveyance deed within one months from the date of this order.

G. Directions of the Authority

24. 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 promoter as per the function entrusted to the authority under section 34(f):

- a. The respondent is directed to pay the interest at the prescribed rate i.e. 11.90 % per annum for every month of delay on the amount paid by the complainant from the due date of possession i.e., 31.08.2023 till the date of offer of possession (25.02.2025) plus 2 months or actual handing over of possession, whichever is earlier. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules
- b. The respondent is directed to pay delayed possession charges on the amount paid by the complainants to it after adjusting amount already paid if any, from the due date of possession i.e., 31.08.2023 till the date of offer of possession (25.02.2025) plus 2 months or actual handing over of possession, whichever is earlier at the prescribed rate of interest i.e., 11.90% p.a. for every month of delay as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- c. The respondent is directed to executed conveyance deed of the allotted unit in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable. Whereas as per section

19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

- d. The respondent shall not charge anything from the complainants which is not the part of the agreement for sale.
 - e. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
25. Complaint stands disposed of.
26. File be consigned to registry.



(Ashok Sangwan)
Member



(Arun Kumar)
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.07.2025

HARERA
GURUGRAM