

**BEFORE THE HARYANA REAL ESTATE REGULATORY
 AUTHORITY, GURUGRAM**
Date of Decision : 12.12.2025

| NAME OF THE BUILDER | | Sunrays Heights Private Limited | |
|---------------------|--------------|--|---|
| PROJECT NAME | | 63 Golf Drive, Sector-63-A, Gurugram, Haryana | |
| S. No. | Case No. | Case title | Appearance |
| 1. | CR/560/2025 | Yogita Khurana V/S Sunrays Heights Private Limited | Sh. Vijay Pratap Singh (Advocate for the complainant) Sh. Tushar Behmani (Advocate for the Respondent) |
| 2. | CR/1121/2025 | Rupan Rani V/S Sunrays Heights Private Limited | Sh. Vijay Pratap Singh (Advocate for the complainant) Sh. Tushar Behmani (Advocate for the Respondent) |
| 3. | CR/864/2025 | Inakshi Chaudhry V/S Sunrays Heights Private Limited | Sh. Daman Sharma (Advocate for the complainant) Sh. Tushar Behmani (Advocate for the Respondent) |
| 4. | CR/2264/2025 | Anita Goel V/S Sunrays Heights Private Limited | Sh. Rajpal Yadav (Advocate for the complainant) Sh. Tushar Behmani (Advocate for the Respondent) |

ORDER

1. This order shall dispose of all complaints titled above, filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "*the Act*"), read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "*the Rules*"). Since the core issues arising in all the complaints are similar in nature, and the complainant(s) in the aforementioned matters are allottees of the same project, namely "63 Golf Drive, Sector-63-A, Gurugram, Haryana being developed by the same respondent-promoter, i.e., Sunrays Heights Private Limited, they are being adjudicated together. The terms and conditions of the Builder-Buyer Agreements executed between the parties are also substantially similar. The central issue involved in all these complaints pertains to the failure of the respondent-promoter to deliver possession of the units within the stipulated period as per the Builder-Buyer Agreements.
2. The details of the complaints, reply status, unit no., date of allotment letter, date of agreement, due date of possession, offer of possession and relief sought are given in the table below:

Possession Clause: 4.

4.1 The developer shall endeavor to handover possession of the said flat within a period of four years i.e. 48 months from the date of commencement of project, subject to force majeure & timely payment by the allottee towards the sale consideration, in accordance with the terms as stipulated in the present agreement.

**Note: As per affordable housing policy 2013*

*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 license shall not be renewed beyond the said 4 years from the date of commencement of project.*



Occupation certificate received on N/A
Offer of Possession: N/A

| S r. N o | Complaint No./Date of filing/ Reply status | Unit no. and area | Date of execution of builder buyer's agreement | Due date of possessio n | Total sale considerati on | Amount Paid up by the complainan t |
|-------------------|---|---|--|----------------------------------|---------------------------------|--|
| 1 | CR/560/2 025 DOF: 07.02.2025 RR: 16.12.2025 | 32, 2C, Tower-F 613.31 sq. ft. (Carpet area) 95.1 sq. ft. (Balcony area) | 11.01.2016 | 16.03.2021 | Rs. 25,00,790/- | Rs. 22,76,731/ - |
| 2. | CR/1121/ 2025 DOF: 06.03.2025 RR: No Reply | 32, 2C, Tower-F 356.18 sq. ft. (Carpet area) 69.84 sq. ft. (Balcony area) | 31.10.2018 | 16.03.2021 | Rs. 14,59,640/- | Rs. 13,80,371/- |
| 3. | CR/864/2 025 DOF: 07.02.2025 RR: No Reply | A-153 605.10 sq. ft. (Carpet area) 94.94 sq. ft. (Balcony area) | 19.04.2016 | 16.03.2021 | Rs. 24,67,870/- | Rs. 22,46,777/- |
| 4. | CR/2264/ 2025 DOF: 07.02.2025 RR: 16.12.2025 | D-42 604.83 sq. ft. (Carpet area) 95.10 sq. ft. | 19.04.2016 | 16.03.2021 | Rs. 24,66,870/- | Rs. 31,73,510/- |



| | | | | | | |
|---|--|----------------|--|--|--|--|
| | | (Balcony area) | | | | |
| Relief sought: 1. Direct the respondent to give physical Possession along with delay possession charges. | | | | | | |

3. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case CR/560/2025 titled as Yogita Khurana V/S Sunrays Heights Private Limited are being taken into consideration for determining the rights of the allottee(s).

A. Unit and project related details

4. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

| S. N. | Particulars | Details |
|-------|-----------------------------------|---|
| 1. | Name of the project | 63 Golf Drive, Sector-63-A, Gurugram, Haryana |
| 2. | Project area | 5.90 acres |
| 3. | Nature of the project | Affordable group housing |
| 4. | RERA registered or not registered | Registered vide registration no. 249 of 2017 dated 26.09.2017 |
| | Validity status | 25.09.2022 |
| 5. | DTPC License no. | 82 of 2014 dated 08.08.2014 |
| | Validity status | 31.12.2023 |
| 6. | Unit no. | 32, 2C, Tower-F |
| 7. | Unit admeasuring | 613.31 sq. ft. (Carpet area) |

| | | |
|-----|----------------------------------|--|
| | | 95.1 sq. ft. (Balcony area) |
| 8. | Provisional allotment letter | 11.01.2016 |
| 9. | Date of Builder Buyers agreement | 11.01.2016 |
| 10. | Possession clause | <p>4. POSSESSION</p> <p><i>4.1 The developer shall endeavor to handover possession of the said flat within a period of four years i.e. 48 months from the date of commencement of project, subject to force majeure & timely payment by the allottee towards the sale consideration, in accordance with the terms as stipulated in the present agreement.</i></p> <p>*Note: As per affordable housing policy 2013</p> <p><i>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 license shall not be renewed beyond the said 4 years from the date of commencement of project.</i></p> |
| 11. | Date of building plan | 10.03.2015 |
| 12. | Date of environment clearance | 16.09.2016 |
| 13. | Due date of possession | 16.03.2021 Note: The due date is calculated from the date of environment clearance dated 16.09.2016 being later + 6 |

| | | |
|-----|--------------------------------|--|
| | | months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020 |
| 14. | Total Sale Consideration | Rs. 25,00,790/- |
| 15. | Amount paid by the complainant | Rs. 22,76,731/- |
| 16. | Reminder for payment | 27.08.2024 |
| 17. | Occupation certificate | Not obtained |
| 18. | Offer of possession | Not offered |

B. Facts of the complaint

5. The complainant has made the following submissions: -

- I. That in the year 2015, the Complainant came across an advertisement in a local newspaper regarding an affordable housing project namely "Sixty Three Golf Drive" situated at Sector-63A, Gurugram, Haryana. The marketing staff of the Respondent presented a very attractive and promising picture of the said project, highlighting the proposed specifications and inviting the Complainant for a site visit.
- II. That the Complainant visited the project site and met the local representatives of the Respondent, who provided an application form and assured the Complainant that possession of the flat would be delivered within 48 months, stating that the project was a Government-approved project under the Affordable Housing Policy, 2013, which had a fixed timeline for commencement and

completion. It was also represented that the licence for the project would not be renewed beyond the said four-year period from the date of commencement of the project.

- III. That relying upon the assurances and representations made by the Respondent, the Complainant applied for a 2-BHK residential unit vide Application No. SGDC8530 in the upcoming project of the Respondent namely "Sixty-Three Golf Drive", Sector-63A, Gurugram, Haryana. The Complainant paid an amount of ₹1,24,040/- towards booking of the unit along with the application form, which payment was duly acknowledged by the Respondent.
- IV. That on 11.01.2016, the Respondent issued a Provisional Allotment Letter-cum-Demand Letter allotting Unit No. F-32, measuring 613.31 sq. ft. (carpet area) along with 95.10 sq. ft. balcony area. The said unit was booked under a time-linked payment plan, as mandated under the Affordable Housing Policy, 2013, for a total sale consideration of ₹25,00,790/-.
- V. That in the year 2016, a pre-printed, one-sided, arbitrary and unilateral Buyer's Agreement was executed between the parties in respect of the aforesaid unit. As per Clause 4.1 of the said agreement, the Respondent was obligated to complete the construction of the flat and hand over possession within four years from the date of commencement of the project. A copy of the Buyer's Agreement is annexed herewith as Annexure P-1.
- VI. That till date, the Respondent has raised demands amounting to ₹22,76,731/-, which has been fully paid by the Complainant, i.e., 100% of the demanded amount. As per the Demand Letter dated

31.12.2021, the Complainant made payment of ₹19,39,122/- along with ₹3,37,609/-, which was paid through RTGS on 09.03.2022.

- VII. That despite the Complainant making timely payments of all instalments, the construction of the project has been progressing at an extremely slow pace for a long period of time. The Complainant raised several grievances before the Respondent regarding the delay and slow construction progress.
- VIII. That the Complainant has always made all payments strictly in accordance with the demand raised by the Respondent and within the stipulated time. The last instalment was paid on 09.03.2022, yet the project is already delayed by more than four years, and it is anticipated that the project may take another 1-2 years for completion.
- IX. That at the time of accepting payments for the said unit, the Respondent had assured the Complainant that possession of the fully constructed flat, as advertised in the newspaper at the time of sale, would be handed over immediately after the payment of the last and final instalment. These instalments were to accrue every six months after commencement of construction work, and the Respondent was obligated to complete the project in all respects and hand over possession on or before 29.09.2020 at the latest.
- X. That the above facts clearly establish that there has been gross deficiency in service and unfair trade practice on the part of the Respondent, and therefore the Respondent is liable to compensate the Complainant for the losses suffered.
- XI. That due to the acts and omissions of the Respondent and the violation of the terms and conditions of the Buyer's Agreement as

well as the Affordable Housing Policy, 2013, the Complainant has been unnecessarily subjected to financial loss and has been made liable to pay interest on the capital amount due to the Respondent's delay and misconduct.

- XII. That the Complainant has already paid a total amount of ₹22,76,731/-, which constitutes 100% of the demanded amount, prior to the filing of the present complaint before the Hon'ble Authority. However, despite receiving the said payments in a time-bound manner, the Respondent, with mala fide intention, has illegally charged interest without even raising the final demand towards the balance sale consideration.
- XIII. That the Respondent is now threatening and pressurising the Complainant through telephonic calls to make further payments allegedly as per the Affordable Housing Policy and the terms of the Buyer's Agreement, despite the fact that the Respondent has not raised any valid final demand against the consideration of the booked flat.
- XIV. That the Respondent is attempting to coerce and intimidate the Complainant by threatening to place the booked flat in the cancellation pool, without taking into account the fact that the project has already been delayed by more than three years from the promised date of possession.
- XV. That as per Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, the Complainant has fulfilled all obligations regarding payment of instalments in the manner and within the time specified under the agreement. Therefore, the

Complainant cannot be held to be in breach of any terms of the agreement.

- XVI. That despite the Complainant's compliance with all contractual obligations, the Respondent has deliberately and intentionally failed to raise the final demand in accordance with the amended construction-linked payment plan under the Affordable Housing Policy, 2013.
- XVII. That the extremely slow progress at the construction site, coupled with the vague and inconsistent assurances given by the Respondent, clearly demonstrates the Respondent's lack of commitment in completing the project within the stipulated time. This negligent and lethargic conduct has caused the Complainant severe financial hardship, mental agony, and emotional distress.
- XVIII. That due to the mala fide intentions and failure of the Respondent to deliver the flat within the promised timeline, the Complainant and his family have suffered substantial losses. The Complainant had invested his hard-earned savings in the said project with the hope of securing a home for his family; however, instead of receiving the promised benefit, the Complainant has suffered immense hardship and uncertainty regarding the future.
- XIX. That the cause of action for filing the present complaint arose within the jurisdiction of this Hon'ble Authority, as the apartment in question is situated within its territorial jurisdiction.

C. Relief sought by the complainant:

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

- I. Direct the respondent to complete the development of the flat along with all the facilities and amenities like water, electricity, roads, parks etc.
 - II. To direct the respondent to handover the possession of the unit and DPC.
 - III. Direct the respondent to charge interest from allottee at the prescribed rate of interest.
7. 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.**
8. The respondent contested the complaint on the following grounds:
- I. That the Complainants have not approached this Hon'ble Authority with clean hands and have suppressed material and vital facts from this Authority. The correct and complete facts are set out in the succeeding paragraphs of the present reply.
 - II. That the Complainants approached the Respondent and expressed their interest in booking an apartment in the affordable group housing project being developed by the Respondent namely "63 Golf Drive", situated at Sector 63, Gurugram, Haryana (hereinafter referred to as the "Project"). Prior to making the booking, the Complainants conducted their own independent inquiries and investigations regarding the Project and, only after being fully satisfied with all aspects thereof, took an independent and

informed decision, without any undue influence from the Respondent, to book the unit in question.

- III. That thereafter the Complainants submitted an application form to the Respondent seeking allotment of a residential unit in the Project. Pursuant thereto, a residential unit bearing No. F-32, admeasuring 613.31 sq. ft. carpet area with a balcony measuring 95.10 sq. ft. (hereinafter referred to as the "Unit"), was provisionally allotted on 11.01.2016. The Respondent had no reason to doubt the bona fides of the Complainants and accordingly proceeded with the allotment of the said Unit in their favour.
- IV. That thereafter an Agreement to Sell/Builder Buyer Agreement (BBA) was executed between the Complainants and the Respondent in the year 2016. It is pertinent to mention that the said Agreement was consciously, voluntarily, and mutually executed between the parties and the terms and conditions contained therein are binding upon them. A copy of the said Agreement to Sell.
- V. That the Complainants had also duly executed Annexure-I appended with the Allotment Application, which clearly stipulated that the Project is governed by the provisions of the Affordable Housing Policy, 2013, and that the development of the Project and delivery of possession shall be strictly governed by the provisions contained therein. The Complainants executed the same by way of an affidavit, thereby acknowledging and accepting the terms of the said Policy from the very inception of the allotment.
- VI. That as per Clause 4.1 of the Agreement, the due date of possession was subject to the allottee complying with all the terms and

conditions of the Agreement. It is submitted that the relationship between the parties is purely contractual in nature and reciprocal promises are required to be honoured by both parties. The rights and obligations of the allottee as well as the Respondent builder are governed entirely by the covenants incorporated in the Agreement, which continues to remain binding upon the parties. As per Clause 4.1, the Respondent endeavoured to offer possession within a period of four (4) years from the date of obtaining all governmental sanctions and permissions including Environmental Clearance, whichever was later (hereinafter referred to as the "Commencement of Project"). The said clause is also in consonance with Clause 1(iv) of the Affordable Housing Policy, 2013.

- VII. That the Building Plan of the Project was approved on 10.03.2015 by the Department of Town and Country Planning (DTCP), whereas the Environmental Clearance was granted on 16.09.2016. Accordingly, the proposed due date of possession calculated from the date of Environmental Clearance would fall on 21.08.2021. It is further submitted that this Authority, vide Notification No. 9/3-2020 dated 26.05.2020, granted a six-month extension for completion of projects whose timelines expired on or after 25 March 2020 due to the unprecedented circumstances arising from the COVID-19 pandemic.
- VIII. That the offer of possession was also subject to the occurrence of force majeure circumstances, as defined under Clause 16 of the Agreement. The construction and development of the Project were severely affected due to circumstances beyond the control of the Respondent.



- IX. That the Respondent faced several force majeure events, including non-availability of construction material due to various orders passed by the Hon'ble Punjab and Haryana High Court and the National Green Tribunal (NGT) regulating mining activities and brick kilns, as well as restrictions imposed on construction activities in the NCR region on account of environmental concerns. These restrictions continued for a considerable period until around 2018. The suspension of mining activities caused acute scarcity of sand and gravel and resulted in an exponential rise in prices, which adversely affected the pace of construction. Despite these challenges, the Respondent continued construction by procuring materials at significantly higher costs without passing on the additional burden to the allottees.
- X. That before normalcy could resume, the COVID-19 pandemic further disrupted construction activities across the country. The Ministry of Home Affairs, Government of India, vide order dated 24.03.2020, imposed a nationwide lockdown beginning 25.03.2020, which was subsequently extended through several notifications. Various State Governments, including the Government of Haryana, also imposed strict lockdowns, curfews, and restrictions on construction activities. The situation further deteriorated during the second wave of the pandemic, resulting in a complete halt of construction activities from 12.04.2021 to 24.07.2021 (103 days). Considering the impact of the pandemic, this Hon'ble Authority granted a six-month extension to ongoing projects vide order dated 26.05.2020.

- XI. That it is pertinent to mention that the Project falls under the category of special time-bound projects governed by Section 7B of the Haryana Development and Regulation of Urban Areas Act, 1975, which prescribes completion within four years from the date of Environmental Clearance. However, where delays occur due to circumstances beyond the control of the developer, including prohibitory orders by courts or statutory authorities, such periods are liable to be excluded from the prescribed timeline. The Act itself recognizes such relaxation under Section 7(2)(i).
- XII. That the construction work was also affected by the implementation of the Graded Response Action Plan (GRAP) notifications issued by the Central Pollution Control Board from time to time since 17.10.2017, which imposed restrictions on construction activities in the Delhi-NCR region to curb environmental pollution. Due to these restrictions, construction activities remained suspended for approximately 150 days, which was beyond the control of the Respondent.
- XIII. That therefore, a total period of 422 days was lost due to the above-mentioned force majeure circumstances, which ought to be excluded while computing any alleged delay in completion of the Project.
- XIV. That even the Uttar Pradesh Real Estate Regulatory Authority (UP-RERA) has granted extensions to developers due to bans on construction activities imposed by the NGT and Hon'ble Supreme Court in the NCR region, along with extensions on account of COVID-19 disruptions.

- XV. That the Respondent applied for the Occupation Certificate (OC) on 08.12.2023. Once such an application is submitted, the Respondent has no control over the timeline for approval, as the grant of OC lies solely within the jurisdiction of the statutory authority. That the Unit allotted to the Complainants falls under the Affordable Housing Policy, 2013, which clearly provides that the sale consideration is to be paid in six equal instalments. The Complainants were fully aware of their obligation to make timely payments.
- XVI. That under the Affordable Housing Policy, 2013 and the provisions of the RERA Act, the Complainants are legally obligated to make timely payments, failing which the allotment is liable to be cancelled. That the Respondent issued a Final Reminder Letter dated 27.08.2024 requesting the Complainants to clear outstanding dues amounting to ₹11,12,652/-, failing which the Unit was liable to be cancelled as per the Policy. Despite the above reminder, the Complainants deliberately failed to clear the outstanding dues. Consequently, the Respondent published the details of the Complainants in a local newspaper dated 16.10.2024, granting them an additional 15 days to clear the dues. Thereafter, another reminder letter dated 07.12.2024 was issued to the Complainants, giving them yet another opportunity to clear the outstanding dues, failing which the allotment would be treated as default and liable for cancellation under the Affordable Housing Policy, 2013. That the Respondent obtained Fire NOC from the competent authority on 22.12.2023.

- XVII. That the Project has substantially been completed and all statutory compliances have been fulfilled by the Respondent.
- XVIII. That the Occupation Certificate was duly granted by the Director, Town and Country Planning, Chandigarh on 31.12.2024. Upon grant of the OC, the Complainants are legally bound to clear all outstanding dues and take possession of the Unit. That despite repeated reminders and opportunities, the Complainants failed to clear their dues. The Respondent has not cancelled the Unit till date and has shown considerable patience, expecting the Complainants to clear their outstanding payments and take possession. The provisions of the Agreement and the Affordable Housing Policy clearly impose a mandatory obligation upon the Complainants to make timely payments.
- XIX. The Complainants are therefore in breach of the Buyer's Agreement, Affordable Housing Policy, 2013 and the RERA Act, and are responsible for the consequences arising out of such breach. That the Complainants have distorted and misrepresented the facts to falsely suggest that the Respondent has defaulted in its obligations.
- XX. Without prejudice, even if delayed possession charges were to be considered, the same must first be adjusted against the outstanding instalments along with interest at the rate of 15% per annum.
- XXI. Further, without admitting the allegations, the Unit can only be retained by the Complainants upon payment of interest on delayed instalments from the due date until realization of the outstanding amount. In view of the bona fide conduct of the Respondent, the

absence of any deliberate delay, and the occurrence of force majeure circumstances, the present complaint is liable to be dismissed.

9. 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

10. 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

11. 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

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

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

13. 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.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to complete the development of the flat along with all the facilities and amenities like water, electricity, roads, parks etc.

F.II To direct the respondent to handover the possession of the unit and DPC.

F.III Direct the respondent to charge interest from allottee at the prescribed rate of interest.

14. 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."

15. **Due date of handing over possession:** 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)

16. 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.

17. **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.”

18. 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.
19. 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., 12.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

20. 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;"*

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent which is the same as is being granted to them in case of delayed possession charges.

22. 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. 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., @ 10.85% 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*.

23. Furthermore, in terms of Section 17(1) of the Act, the Respondent is obligated to hand over physical possession of the allotted unit to the Complainant. Accordingly, the Respondent is directed to hand over possession of the subject unit, as per the specifications mentioned in the Builder Buyer Agreement, after obtaining the Occupation Certificate from the competent authority.
24. 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 after obtaining occupation certificate from the competent authority.

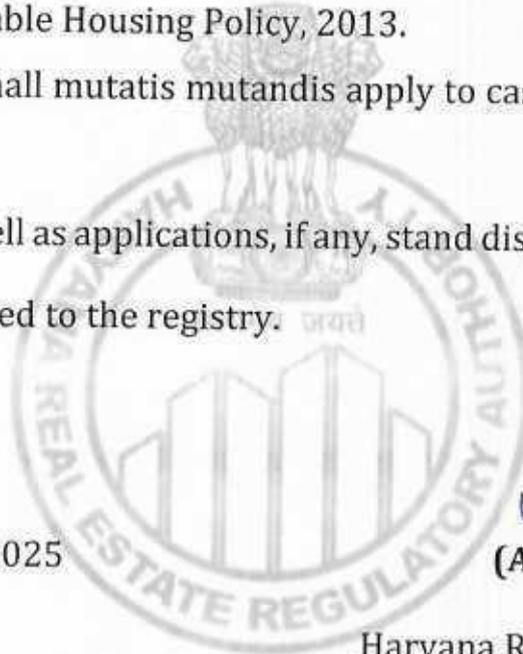
G. Directions of the authority

25. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):
 - I. The respondent is directed to pay interest on the amount paid by the complainant at the prescribed rate of 10.85% 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 as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- 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., 10.85% 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. Further, no interest shall be payable by both the parties for delay, if any between 6 months Covid period from 25.03.2020 to 24.09.2020.
- 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 hand over possession of the subject unit, as per the specifications mentioned in the Builder Buyer Agreement, after obtaining the Occupation Certificate from the competent authority.

- VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months after obtaining occupation certificate from the competent authority 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.
- 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.
26. This decision shall mutatis mutandis apply to cases mentioned in para 2 of this order.
27. Complaint as well as applications, if any, stand disposed off accordingly.
28. Files be consigned to the registry.

Dated: 12.12.2025



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram

HARERA
GURUGRAM