

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

**Complaint no. : 271 of 2025**  
**Date of First hearing : 22.05.2025**  
**Order pronounced on : 12.03.2026**

**Manan Preet Singh and Jashan Preet  
Singh**

**R/o - 200/13, Extension Urban Estate  
Behind Mughal Canal, Sector 13, Karnal  
- 13200**

**Complainants**

**Versus**

**RMG Developers Private Limited**  
**Corporate Office - SF - 05, Ninex City  
Mart, Sohna Road, Sector - 49,  
Gurugram - 122018, Haryana.**

**Respondent**

**CORAM:**

**Shri Phool Singh Saini**

**Member**

**APPEARANCE:**

**Shri Rishabh Jain (Advocate)**  
**Shri Lokesh Kumar (Advocate)**

**Complainants**  
**Respondent**

**ORDER**

1. The present complaint dated 07.02.2025 has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all



obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S. No.	Particulars	Details
1.	Name and location of the project	"RMG Residency" Sector- 37 C, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	5 acres
4.	DTCP license no.	12 of 2015 dated 09.10.2015, valid up to 08.10.2020
5.	Name of licensee	RMG Developers Pvt. Ltd.
6.	RERA Registered/ not registered	206 of 2017 dated 15.09.2017 valid up to 13.12.2019 (Lapsed project)
7.	Unit no.	505, 5 <sup>th</sup> floor, Block-A and Tower-4 (As per page no. 38 of the complaint)
8.	Unit area admeasuring	434.909 sq. ft. (Carpet area) & 68.197 sq. ft. (Balcony Area) (As per page no. 38 of the complaint)
9.	Date of building plan approval	21.12.2015 [as per DTCP website]
10.	Date of allotment letter	22.05.2018 (As per page no. 34 of the complaint)
11.	Date of execution of apartment buyer's agreement	25.05.2018 (As per page no. 37 of the complaint)
12.	Environmental clearance dated	31.01.2017 [As per data obtained by planning branch]
13.	Possession clause	<b>3. POSSESSION</b> 3.1 Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee(s) having timely complied with all its obligations, formalities or



		<p><i>documentation, as prescribed by the developer and not being in default under any part hereof and apartment buyer's agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environmental clearance, whichever is later.</i></p> <p>(As per page no. 41 of the complaint)</p>
14.	Due date of possession	31.01.2021 [4 years from dt of approval of dt of environment clearance i.e., 31.01.2017]
15.	Total sale consideration	Rs.17,73,735/- (excluding other rallied charges, GST, taxes etc.) (As per payment plan on page no. 55 of the complaint)
16.	Amount paid by the complainant	Rs.19,15,633/- (As per Annexure 08 on page no. 63 of the complaint)
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainants have made following submissions by filing the present complaint: -

- i. The respondent published very attractive brochure of affordable group housing colony called 'RMG Residency' in Sector - 37- C, Gurugram, Haryana. The respondent claimed to be one of the best and finest in construction and one of the leading real estate developers of the country, in order to lure prospective customers including the allottee, Late Shri Sher Singh to book flat in the project. There are fraudulent representations, incorrect and false statements in the brochure. The project was launched in 2018 with the promise

to deliver the possession on time and huge funds were collected over the period by the respondent.

- ii. The allottee, Late Shri Sher Singh made an application for allotment of a flat via application no. 13022 dated 17<sup>th</sup> March, 2018 and paid Rs.95,782/- as application money to the respondent, RMG Developers Private Limited via cheque no. 037280 dated 16<sup>th</sup> March, 2018. The respondent issued an acknowledgement receipt dated 17<sup>th</sup> March, 2018 to the allottee.
- iii. The draw of lots in the Affordable Group Housing Colony 'RMG Residency' was held on 22<sup>nd</sup> May, 2018. Ultimately in draw of lots, the allottee was allotted flat no. 505, unit type - 1 (1 BHK) at 5<sup>th</sup> floor in block A in tower 4 having carpet area of 434.909 square feet and balcony area of 68.197 square feet in the Project 'RMG Residency'.
- iv. The apartment buyer's agreement was executed between the allottee, Late Shri Sher Singh and the respondent on 25<sup>th</sup> May, 2018 for the allotted flat no. 505, unit type - 1 (1 BHK), 5<sup>th</sup> floor, Block A, Tower 4, admeasuring carpet area of 434.909 square feet and balcony area of 68.197 square feet, along with one two wheeler open parking space. The total consideration of the flat is Rs.17,73,735/- as mentioned in Clause 2.1 of the agreement.
- v. Thus, during this critical situation of Covid-19 in the whole country, the allottee (Late Shri Sher Singh), being the sole earning member of his family took all necessary precautions and still got infected with Covid-19. The allottee lost his life due to this deadly disease on 23<sup>rd</sup> April, 2021, leaving behind his aged mother, his wife and two sons. His family was financially affected as the allottee was the sole



earning member of the family and now, after his death, there was no earning source in the family.

- vi. Since, the allottee of the flat no. 505, unit type - 1 (1 BHK) at 5<sup>th</sup> floor in block A in tower 4, Sher Singh died on 23<sup>rd</sup> April, 2021 due to Covid-19 disease, his aged mother, Smt. Rampyari died on 13<sup>th</sup> December, 2022, his wife, Smt. Simran Jeet Kaur died on 19<sup>th</sup> April, 2024, his two sons, Shri Manan Preet Singh and Shri Jashan Preet Singh became the legal heirs of the allottee, Late Shri Sher Singh.
- vii. As per clause 3.1 of the apartment buyer's agreement, the possession of the allotted flat is to be handed over within four (4) years from date of approval of building plan, i.e., 2<sup>nd</sup> December, 2015 or date of grant of environment clearance, i.e., 31<sup>st</sup> January, 2017, whichever is later. Thus, the due date of possession is calculated from the date of environment clearance, i.e., 31<sup>st</sup> January, 2017, being later, which comes out to be 31<sup>st</sup> January, 2021. After including the extension of 6 months, granted by the Authority vide notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic, the due date for handing over of possession comes out to be 31<sup>st</sup> July, 2021.
- viii. The allottee, Late Shri Sher Singh took a loan from the State Bank of India against the allotted flat no. 505, unit type - 1 (1 BHK) at 5<sup>th</sup> floor in block A in tower 4 in year 2018. The allottee paid the full amount to the State Bank of India and clear all the dues in the year 2021. The State Bank of India sent a De-Mortgage/Non-Encumbrance Certificate to the respondent.

- ix. The total cost of the allotted flat inclusive other charges i.e., Operation and Service Charges (1 year advance), IFMS, External Electrification Charges & Government Dues, Electric Meter Charges, Labour Cess and Power Backup Charge is Rs.19,15,634/-. The complainants always abided by the payment schedule and made payments as & when demanded by the respondent in timely manner. The complainants paid a total of Rs.19,15,633/- to the respondent till November, 2019. Whereas, the respondent, despite receiving complete payable amount of the flat from the complainants, failed to honour the terms of the agreement and timely deliver possession of the flat to the complainants even after a delay of more than three (3) years and six (6) months from the due date of possession i.e., 31st July, 2021.
- x. The complainants approached the respondent and pleaded for delivery of possession of their flat as per the agreement on various occasions, but no information was provided, thereby the respondent violated Section 19 of the Act, 2016.
- xi. After a delay of more than three (3) years and six (6) months, the respondent has not obtained the Occupation Certificate (OC) from the competent authorities. It came as a shock to the complainants that the respondent has not conceded any delay possession interest towards immense delay caused in the delivery of the flat.
- xii. The respondent is responsible and accountable to the terms and conditions prescribed in the apartment buyer's agreement. The respondent is bound to pay the interest on the deposited amount to

- the complainants, if there is a delay in handing over the possession of the flat.
- xiii. The respondent has, in an unfair manner siphoned of funds meant for the project and utilised same for its own benefit for no cost. The respondent being builder, promoter, colonizer and developer whenever in need of funds from bankers or investors ordinarily has to pay a heavy interest per annum. However, in the present scenario, the respondent utilised funds collected from the complainants and other buyers for its own good and utilised it in other projects, being developed by the respondent.
- xiv. The complainants have lost confidence and in fact have got no trust left in the respondent, as the respondent has deliberately and wilfully indulged in undue enrichment, by cheating the complainants beside being guilty of indulging in unfair trade practices and deficiency in services in not delivering the possession of the flat in time and then shunning the rightful claims of the complainants towards delay caused due to the complete lapses & failures of the respondent.
- xv. The complainants do not intend to withdraw from the Project. As per the obligations on the respondent/promoter under Section 18 of the Act, 2016 read with Rules 15 and 16 of the Rules, 2017, the promoter has an obligation to pay interest on the delayed possession on the amount deposited by the complainants at the rate prescribed. The respondent/promoter has neglected its part of obligations by failing to offer a legitimate and rightful possession of the flat in time. The complainants reserve their right to seek compensation from the

- promoter for which the complainants may make a separate application to the Adjudicating Officer, in case it is required.
- xvi. The complainants being aggrieved persons have filed the complaint under Section 31 of the Act, 2016 read with Rule 28 of the Rules, 2017 at HARERA, Gurugram for violation or contravention of provisions of the Act and Rules as mentioned therein.
- xvii. The Respondent/Seller/Builder/Promoter/Owner is habitual of making false promises and has deceptive behaviour. The respondent has earned enough monies by duping the innocent complainants and other such buyers through unfair trade practices and deficiencies in services and has caused the complainants enough pain, mental torture, agony, harassment, stress, anxiety, financial loss and injury.
- xviii. The complainants hereby seek to redress the various forms of legal omissions and illegal commissions perpetuated by the respondent/seller/builder/promoter, which amount to unfair trade practices, breach of contract and are actionable under the Real Estate (Regulation and Development) Act, 2016. In the present circumstances, the Complainants have been left with no other option but approach and seek justice at the Haryana Real Estate Regulatory Authority at Gurugram, Haryana.
- xix. Whether the respondent, despite promising the complainants that the flat would be delivered by 31<sup>st</sup> July, 2021 as per the apartment buyer's agreement, has failed to complete the project in timely manner?
- xx. Whether by delaying possession, the respondent has unjustly enriched itself by taking complete payable amount and additional

charges from the complainants and thereafter utilizing that huge money on other projects and left the complainants high and dry at their own fate?

- xxi. Whether the respondent, having collected huge amount from the allottee, Late Shri Sher Singh and other such buyers, has not utilised said funds for the development of the project on time as promised by the respondent at the time of booking of the Flat in 2018?
- xxii. That, the complainants have suffered financial losses and mental agony & harassment as a result of the aforesaid deficiencies in services. The complainants are the worst sufferers due to the greed of the respondent/developer/seller/builder.
- xxiii. Whether the respondent has cheated the complainants knowingly and has taken monies by deception, made fraudulent representations and deliberate false written promises to deliver possession in time?
- xxiv. That the fraudulent behaviour of the respondent also attracts criminal liability under the Indian Criminal Dispensation System. The conducts of the respondent are suspect, wilfully unfair and arbitrary, deficient in every manner and scandalous. The complainants have lost faith, confidence and trust in the respondent as the respondent is continuously deceptive and non-responsive to the requisitions made by the complainants.
- xxv. Equity demands that such unscrupulous developer/seller/builder/promoter, who after taking substantial cost of THE Flat does not perform his part of obligations, should not be spared. A strong message is required to be sent to such developer/promoter that the

Haryana Real Estate Regulatory Authority, Gurugram is not helpless in such type of matters. Therefore, it is a fit case where punitive damages should be imposed upon the respondent.

xxvi. The complainants hereby make a submission before the Authority under Section 34(f) to ensure compliance/obligations cast upon the promoter as mentioned above

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

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

- I. Direct the respondent to complete the development of the flat along with all facilities and amenities like water, electricity, roads, green belt, etc. immediately.
- II. Direct the respondent to handover the legal and rightful physical possession of the flat to the complainants, after receiving all required approvals from the competent authorities.
- III. Direct the respondent to pay interest for every month of delay in handing over the possession of the flat since 31<sup>st</sup> July, 2021 to the complainants, on the amount taken from the allottee, Late Shri Sher Singh towards sale consideration for the aforesaid flat, with interest at the prescribed rate as per the Act, 2016, till handover of actual possession.
- IV. Direct the respondent to not charge anything which is not mentioned in the flat buyer's agreement.
- V. Direct the respondent to execute the Conveyance Deed in favour of the complainants.
- VI. Direct the respondent to pay legal expenses of ₹1,00,000/- incurred by the complainants along with other charges.



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.
6. The respondent put in appearance through its counsel and marked attendance on 22.05.2025, 03.07.2025 and 21.08.2025. Thereafter, none appeared on 30.10.2025, 08.01.2026 and 05.03.2026. Despite specific directions for filing of reply, the respondent has failed to comply with the orders of the Authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondents is struck off vide proceedings dated 12.03.2026.

**D. Jurisdiction of the authority**

7. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

**D.I Territorial jurisdiction**

8. 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.

**D.II Subject matter jurisdiction**

9. 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) 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.*

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

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

**E.I Direct the respondent to complete the development of the flat along with all facilities and amenities like water, electricity, roads, green belt, etc. immediately.**

**E.II Direct the respondent to handover the legal and rightful physical possession of the flat to the complainants, after receiving all required approvals from the competent authorities.**

11. The above-mentioned reliefs no. F.I to F.II are interrelated to each other.

Accordingly, the same are being taken up together for adjudication.

12. The respondent is legally bound to meet the pre-requisites for obtaining occupation certificate from the competent Authority. It is unsatisfied that

even after the lapse of more than 5 years from the due date of possession the respondent has failed to complete the construction and apply for OC to the competent authority. The promoter is duty bound to obtain OC and hand over possession only after obtaining OC.

**E.III Direct the respondent to pay interest for every month of delay in handing over the possession of the flat since 31<sup>st</sup> July, 2021 to the complainants, on the amount taken from the allottee i.e., Late Shri Sher Singh towards sale consideration for the aforesaid flat, with interest at the prescribed rate as per the Act, 2016, till handover of actual possession.**

**E.IV Direct the respondent to not charge anything which is not mentioned in the flat buyer's agreement.**

13. The above-mentioned reliefs no. F.III and F.IV are interrelated to each other. Accordingly, the same are being taken up together for adjudication

14. The complainant was allotted unit no.505, 5<sup>th</sup> floor, Block-A and Tower-4 admeasuring 434.909 sq. ft. (Carpet area) & 68.197 sq. ft. (Balcony Area) vide builder buyer agreement (BBA) dated 25.05.2018 in the project "RMG Residency" Sector- 37 C, Gurugram" by the respondent builder for a total consideration of Rs.17,73,735/-and he paid a sum of Rs.19,15,633/-.

15. In the present complaint, the complainant intend to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Section 18(1) proviso reads as under:

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

*.....*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for*

*every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

16. Clause 3 of the buyer's agreement provides for time period for handing over of possession and is reproduced below:

**3.POSSESSION**

*3.1 Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by the developer and not being in default under any part hereof and apartment buyer's agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environmental clearance, whichever is later.*

*(Emphasis supplied)*

17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

***Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***

***(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate***

*prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

18. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
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., 12.03.2026 is 8.80 %. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
20. **Rate of interest to be paid by complainants/allottees 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. 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. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contravention as per provisions of Rule 28(2), the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 3 of the apartment buyer's agreement dated 25.05.2018, the possession of the subject floor was to be delivered within four years from the date of building plan or environment clearance which ever is later. Therefore, the due date of handing over possession was 31.01.2021. The respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondent/ promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit. Further no OC/part OC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

22. 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 allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 31.01.2021 till valid offer of possession after obtaining occupation certificate from the competent Authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.

**E.V Direct the respondent to execute the Conveyance Deed in favour of the complainants**

23. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

***“17. Transfer of title.-***

*(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.”*

24. The authority observes that OC in respect of the project where the subject unit is situated has not been obtained by the respondent promoter till date. As on date, conveyance deed cannot be executed in respect of the subject unit, however, 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. In view of above, the respondent shall execute the conveyance deed of the allotted unit within 3 months from the final offer of possession after the receipt of the OC from the concerned authority and upon payment of requisite stamp duty by the complainant as per norms of the state government.

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

**E.VI Direct the respondent to pay legal expenses of ₹1,00,000/- incurred by the complainants along with other charges.**

26. The complainant is seeking relief of litigation expenses. The Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72.

**F. Directions of the authority**

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

- I. The respondent is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate of



interest i.e., 10.80% p.a. for every month of delay from the due date of possession 31.01.2021 till valid offer of possession after obtaining occupation certificate/completion certificate, plus two months or actual handing over of possession, whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules.

- II. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10<sup>th</sup> of the subsequent month as per Rule 16(2) of the Rules *ibid*.
- III. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- IV. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- V. The respondent is directed to handover the possession of the allotted unit to the complainant with all amenities within 30 days after obtaining occupation certificate/completion certificate from



the competent authority. The complainant w.r.t. obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupancy certificate.

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

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

28. Complaint stands disposed of.

29. File be consigned to registry.

**Dated: 12.03.2026**



**Phool Singh Saini**  
**(Member)**  
Haryana Real Estate  
Regulatory Authority,  
Gurugram