

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

Date of Decision:

30.01.2026

NAME OF THE BUILDER		Sunrays Heights Private Limited	Appearance
S. No.	Case No.	Case title	
1.	CR/1814/2025	Om Prakash VS. Sunrays Heights Private Limited	Sh. Gagan Yadav [Advocate for the complainant] Sh. Tushar Bahmani [Advocate for the respondent]
2.	CR/1873/2025	Kinshuki Goel VS. Sunrays Heights Private Limited	Sh. Vijay Pratap Singh [Advocate for the complainant] Sh. Tushar Bahmani [Advocate for the respondent]
3.	CR/3277/2025	Manpreet Kaur Kohli VS. Sunrays Heights Private Limited	Sh. Vijay Pratap Singh [Advocate for the complainant] Sh. Tushar Bahmani [Advocate for the respondent]
4.	CR/5542/2025	Varsha Soni VS. Sunrays Heights Private Limited	Sh. Vijay Pratap Singh

			[Advocate for the complainant Sh. Tushar Bahmani] [Advocate for the respondent]
CORAM:			
Shri Arun Kumar			Chairman

ORDER

1. The above complaints have been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "63 Golf Drive, Sector-63-A, Gurugram, Haryana" being developed by the respondent/promoter i.e., Sunrays Heights Private Limited. The issue involved in all the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:



Sr. No	Cr no., and Date of filing of complaint and reply	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/1814/2025 Date of filing: 16.04.2025 Reply not received	H-95 366.25 sq. ft. (Carpet area) 69.84 sq. ft. (Balcony area)	13.09.2016 [page 28 of complaint]	16.03.2021 Occupation certificate: N/A Offer of possession: N/A	Rs. 14,99,920/-	Rs. 15,60,955/-
2.	CR/1873/2025 Date of filing: 16.04.2025 Reply received on 03.02.2026	A-41 356.18 sq. ft. (Carpet area) 69.84 sq. ft. (Balcony area)	Allotment letter: 19.07.2017	16.03.2021 Occupation certificate: N/A Offer of possession: N/A	Rs. 14,59,649/- [As stated by the complainant in its complaint]	Rs. 13,29,270/- [as stated by the complainant in its complaint]
3.	CR/3277/2025 Date of filing: 09.07.2025 Reply received on 03.02.2026	S-93 644.55 sq. ft. (Carpet area) 87.74 sq. ft. (Balcony area)	26.05.2023 [page 22 of complaint]	16.03.2021 Occupation certificate: N/A Offer of possession: N/A	Rs. 26,22,070/- [page 35 of complaint]	Rs. 24,78,877/- [as stated by the complainant]
4.	CR/5542/2025 Date of filing: 09.07.2025	G-98 356.18 sq. ft. (Carpet area)	2016 [page 23 of complaint]	16.03.2021 Occupation certificate: N/A	Rs. 14,59,640/- [as stated by the complainant]	Rs. 13,28,280/- [as stated by the complainant]



Reply received on 03.02.2026	69.84 sq. ft. (Balcony area)		Offer of possession: N/A	t in its complaint]	t in its complaint]
Relief sought: 1. Possession along with interest. 2. Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.					

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. Out of the above-mentioned cases, the particulars of case CR/1873/2025 titled as Kinshuki Goel VS. Sunrays Heights Private Limited are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

6. 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:

CR/1873/2025 titled as Kinshuki Goel VS. Sunrays Heights Private Limited

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.	A-41
7.	Unit admeasuring	356.18 sq. ft. (Carpet area) 69.84 sq. ft. (Balcony area)
8.	Allotment letter	19.07.2017
9.	Date of Builder Buyers agreement	NA
10.	Possession clause	<p>*Note: As per affordable housing policy 2013</p> <p>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.</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. 14,59,649/- [as stated by the complainant in its complaint]
15.	Amount paid by the complainant	Rs. 13,29,270/- [as stated by the complainant in its complaint]
16.	Notice sent by the respondent to the complainant	19.04.2017, 01.05.2017, 18.05.2017. [page 23-27 of complaint]
17.	Occupation certificate	N/A
18.	Offer of possession	Not offered

B. Facts of the complaint.

7. The complainant has made the following submissions in the complaint:
- I. That in the year 2015, the Complainant came across an advertisement published in a local newspaper regarding an affordable housing project namely "Sixty Three Golf Drive" situated at Sector 63-A, Gurugram, Haryana. The officials of the Respondent presented an attractive and misleading picture of the project, highlighting proposed specifications and assured timely completion. The Complainant was induced to visit the project site, where the Respondent's representatives assured that possession would be delivered within 48 months, stating that it was a Government-backed project with fixed timelines.

- II. That relying upon such representations, the Complainant applied for a 1-BHK residential unit bearing Application No. SGDB5262 and paid a booking amount of Rs. 71,949/-. Subsequently, on 19.06.2017, the Respondent issued an Allotment Letter for Unit No. A-41, measuring 356.18 sq. ft. (carpet area) with 69.84 sq. ft. balcony, for a total consideration of Rs. 14,59,640/- under the Affordable Housing Policy, 2013.
- III. That on 04.02.2018, the Respondent executed a pre-printed, one-sided Buyer's Agreement. As per Clause 4.1, the Respondent was obligated to complete construction and hand over possession within 4 years from the date of commencement, with a permissible grace period.
- IV. That the Complainant duly informed the Respondent about the change of address vide communications dated 14.05.2019 and 29.04.2020, which were acknowledged, however, the Respondent failed to update its records.
- V. That the Respondent raised demands totaling Rs. 13,29,270/-, which has been fully paid by the Complainant. Despite receiving almost the entire sale consideration, the construction progress remained extremely slow. As per the agreed timeline and Affordable Housing Policy, the Respondent was required to hand over possession by 15.03.2021 (including grace period), which has not been done till date.
- VI. That instead of completing construction, the Respondent has been illegally pressurizing the Complainant through telephonic threats to make further payments without issuing proper demand notices, contrary to law and GST provisions. The Respondent is also coercing the Complainant to visit their office and issue cheques, failing which cancellation of the unit has been threatened.

- VII. That the Respondent's Escrow Account has been frozen by the Hon'ble Authority, and therefore, no lawful demand or payment can be made without proper directions. That the project is delayed by more than 4 years, and even as per current status, completion may take an additional 1-2 years. The Occupation Certificate application dated 08.12.2023 was rejected due to non-compliance, and the project registration has expired.
- VIII. That the Respondent had assured that possession would be handed over upon payment of the final instalment or by 29.09.2020, whichever was earlier. However, the Respondent has failed to fulfill its obligations.
- IX. That the acts of the Respondent clearly constitute deficiency in service, unfair trade practice, and breach of contractual and statutory obligations.
- X. That due to such acts, the Complainant has suffered financial losses, including payment of interest on borrowed funds, as well as mental agony and harassment. That the Respondent is further coercing the Complainant to sign affidavits, indemnity bonds, and undertakings with ulterior motives.
- XI. That despite delay of more than 3 years, the Respondent has not raised the final demand in accordance with the construction-linked plan and is instead threatening cancellation arbitrarily. That as per Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, the Complainant has fulfilled all payment obligations and is not in breach of any terms. The Respondent, however, has failed to perform its obligations.
- XII. That due to the Respondent's negligent and lethargic conduct, the Complainant has suffered severe financial hardship and emotional

distress. That the delay and non-delivery of the flat has adversely impacted the Complainant's financial planning and family welfare.

C. Relief sought by the complainant:

8. The complainant has sought following relief(s).

I. The respondent be directed to handover physical possession of the unit along with interest.

9. 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.

10. The respondent has contested the complaint on the following grounds.

- i. That at the very outset, it is submitted that the instant complaint is untenable both in facts and in law and is liable to be rejected on this ground alone. That the Complainant has not come before this Hon'ble Authority with clean hands and has suppressed vital and material facts from this Hon'ble Authority. The correct facts are set out in the succeeding paras of the present reply.
- ii. That the Complainant approached the Respondent and expressed interest in booking an apartment in the affordable housing developed group housing developed by the Respondent known as "63 Golf Drive" situated in Sector 63, Gurugram (the "Project") Haryana. Before the booking, the Complainant conducted extensive and independent inquiries regarding the Project and only after being fully satisfied on all aspects, that they took an independent and informed decision, uninfluenced in any manner by the Respondent, to book the unit in question.

- iii. That the Complainant is well versed with the provisions of the Affordable Housing Policy, 2013 as per which the above allotment was made and has filed an Affidavit accepting all the terms and conditions envisaged in the said policy with regards to timely payment of the installment and consequences in case the payments are not made as per the said policy.
- iv. That thereafter the Complainant, vide application form applied to the Respondent for allotment of the unit. Pursuant thereto residential flat bearing no. A-41, admeasuring carpet area of 356.18 sq. ft. (approx.) and balcony area of 69.84 sq. ft. (approx.) (the "Unit") was provisionally allotted to the Complainant. The Complainant represented to the Respondent that they shall remit every installment on time as per the payment schedule. The Respondent had no reason to suspect the bonafide of the Complainant and proceeded to allot the unit in question in their favor.
- v. Thereafter, an Agreement to sell (the "Agreement") was executed 2019 between the Complainant and the Respondent. It is pertinent to mention that the Agreement was consciously and voluntarily executed between the Parties and the terms and conditions of the same are binding on the Parties.
- vi. That as per clause 4.1 of the Agreement, the due date of possession was subject to the allottee having complied with all the terms and conditions of the Agreement. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the Agreement which continues to be binding upon the parties thereto with full force and effect. That as per clause 4.1 of the Agreement the

Respondent endeavored to offer possession within a period of 4 (four) years from the date of obtainment of all government sanctions and permissions including environment clearance (hereinafter referred to as the "Commencement of Project"), whichever is later.

- vii. That, the building plan of the Project was approved on 10.03.2015 from DGTCP and the environment clearance of the Project was received on 16.09.2016. Thus, the proposed due date of possession, as calculated from the date of EC, comes out to be 21.08.2021. That it is pertinent to mentioned herein that the Ld. Authority vide notification no.9/3-2020 dated 26.05.2020 had allowed an extension of 6 months for the completion of the Project the due of which expired on or after 25th March 2020, on account of unprecedented conditions due to the outbreak of Covid-19. Hence, the proposed due date of possession comes out to be 16.03.2021.
- viii. That, however, the offer of possession was also subject to the incidence of force majeure circumstances under clause 16 of the Agreement. That the construction and development of the Project was deeply affected by such circumstances which are beyond the control of the Respondent. The Respondent was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal

in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 (Two) years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the Project continued without shifting any extra burden to the customer. It is to be noted that the development and implementation of the said Project have been hindered on account of several orders/directions passed by various authorities/forums/courts. They have been delineated herein below:

- ix. That additionally, even before normalcy could resume, the world was hit by the Covid-19 pandemic. That the COVID-19 pandemic resulted in serious challenges to the Project with no available laborers, contractors, etc. for the construction of the Project. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020, bearing no. 40-3/2020-DM-I (A) recognized that India was threatened with the spread of the COVID-19 pandemic and ordered a complete lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. By various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana, have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Despite, after above stated obstructions, the nation was yet again hit by the second wave of the Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention, that considering the wide spread of Covid-19, firstly night curfew was

imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021 (103 days), each and every activity including the construction activity was banned in the State. It is also to be noted that on the same principle, the Haryana Real Estate Regulatory Authority, Gurugram granted 6 months extension for all ongoing Projects vide Order/Direction dated 26th of May, 2020 on account of 1st wave of COVID-19 Pandemic. The said lockdown was imposed in March 2020 and continued for around three months. As such extension of only six months was granted against three months of lockdown.

- x. It is importance to mention herein that as per license condition Developer are required to complete these Projects within a span of 4 years from the date of issuance of environmental clearance (EC) since they fall in the category of special time bound Project under section 7B of The Haryana Development and Regulation of Urban Area Act 1975, it is needless to mention that for a normal Group Housing Project there is no such condition applied hence it is required that 4 years prescribed period for completion of construction of Project shall be hindrance free and if any prohibitory order is passed by competent authority like National Green Tribunal Or Hon'ble Supreme Court then the same period shall be excluded from the 4 years period or moratorium shall be given in respect of that period also. It is important to mention herein that section 7(2)(i) of the act itself recognizes the relaxation for renewal of license in case the delay in execution of development work was the reason beyond control of the colonizer, here also colonizers were estopped because of force majeure.

- xi. Further it is pertinent to mention here that the construction work at the project site of the mentioned project in the present complaint was also delayed for 150 days due to the implementation of GRAP (Graded Response Action Plan) notifications which were time and again issued between 17.10.2017 till date from Central Pollution Control Board to curb the rising various environmental pollution in Delhi/NCR. This is another genuine reason for the Respondent not to complete the construction work within timelines as the mentioned reason for delay was beyond the control of the Respondent.
- xii. Therefore, it is safely concluded that the said delay of 422 days in the seamless execution of the Project was due to genuine force majeure circumstances and the said period shall not be added while computing the delay. Thus, from the facts indicated above and the documents appended, it is comprehensively established that a period of 422 days was consumed on account of circumstances beyond the power and control of the Respondent, owing to the passing of aforesaid Orders by the statutory authorities. All the circumstances stated hereinabove come within the meaning of force majeure in terms with the Agreement.
- xiii. That it is pertinent to mention herein that in a similar case where such orders were brought before the Ld. Authority was in the Complaint No. 3890 of 2021 titled "Shuchi Sur and Anr. vs. M/s. Venetian LDF Projects LLP" which was decided on 17.05.2022, wherein the Hon'ble Authority was pleased to allow the grace period and hence, the benefit of the above affected 166 days need to be rightly given to the Respondent builder.
- xiv. That the Respondent has applied for an Occupation Certificate on 08.12.2023. It is pertinent to note that once an application for the grant of an Occupation Certificate is submitted for approval in the office of the

concerned statutory authority, the Respondent ceases to have any control over the same. The grant of sanction of the Occupation Certificate is the prerogative of the concerned statutory authority over which the Respondent cannot exercise any influence. As far as the Respondent is concerned, it has diligently and sincerely pursued the matter with the concerned statutory authority for obtaining of the Occupation Certificate. No fault or lapse can be attributed to the Respondent in the facts and circumstances of the case. Therefore, the period utilized by the statutory authority to grant an occupation certificate to the Respondent is necessarily required to be excluded from the computation of the period utilized for the implementation and development of the project.

- xv. That the Complainant has been allotted unit under the Affordable Housing Policy, 2013 which clearly stipulated the payment of consideration of the unit in six equal installments. The Complainant is liable to make the payment of the installments as per the Government Policy under which the unit is allotted. That not only as per the Policy, the Complainant was also under the obligation to make timely payments of installments as agreed as per the BBA.
- xvi. That the Complainant has failed to make any payment of the installment due at "within 36 months from the due date of Allotment" along with partial payments towards previous installments. That in accordance with the same, it is submitted that the Complainant, cannot rightly contend under law that the alleged period of delay continued even after the non-payment and delay in making the payments as stated above. That the non-payment by the Complainant severally affected the construction of the project and funds of the Respondent. That due to default of the Complainant, the Respondent had to take loan to complete the project

- and is bearing the interest on such amount. That the Respondent reserves its right for claim of damages before the appropriate forum.
- xvii. That in compliance with the provisions of the Affordable Housing Policy 2013 since no payment was paid despite the issuance of a Final Reminder Letter to make the outstanding payment, the allotted Unit of the Complainant has already been canceled but showing the good gesture, a final opportunity to clear the outstanding dues to given to the Complainant through a requisite public notice published in the Hindi Newspaper on 12.02.2025.
- xviii. That the Respondent despite giving enough opportunity and sending repeated final reminders and also inviting the complainant through the above mentioned public notice to clear the outstanding dues and get revive the allotment of the Unit in dispute, failed to make the said due payments as per the Affordable Housing Policy 2013.
- xix. That it is clearly evident that the Complainant despite all the reminders failed to make payment against the instalment. That the Respondent earnestly requested the Complainant to make payment. However, the Complainants did not pay any heed to the legitimate, just and fair requests of the Respondent. All requests of the Respondent to make payment fell on deaf ears of the Complainant.
- xx. The above-mentioned provisions note the mandatory obligation of the Complainant to make the due payments against the Unit, which under no circumstance whatsoever, can be escaped.
- xxi. That moreover, without accepting the contents of the complaint in any manner whatsoever, and without prejudice to the rights of the Respondent, the unit of Complainant can be retained only after payment of Interest on delayed payments from the due date of installment till the

date of realization of amount. Further delayed interest if any has to be calculated only on the amounts deposited by the Allottees/Complainants towards the sales consideration of the Unit in question and not on any amount credited by the Respondent, or any Payment made by the Allottees/Complainants towards Delayed Payment Charges (DPC) or any Taxes/Statutory payments, etc.

- xxii. That in light of the bona fide conduct of the Respondent and no delay for development of Project as the Respondent was severely affected by the force majeure circumstances and no cause of action to file the present complaint this Complaint is bound be dismissed in favor of the Respondent.
11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

12. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

14. 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.

15. 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 complainants at a later stage.

F. Findings on the relief sought by the complainant.

F.I The respondent be directed to handover physical possession of the unit along with interest.

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

"Section 18: - Return of amount and compensation

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

.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

17. Clause 4 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

4. POSSESSION

*4.1 The developer shall endeavour 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.*

18. **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.

19. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
20. 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., 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
21. 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;"

22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e.,10.80% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
23. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 4 of the Allotment Letter dated 19.07.2017, read in conjunction with the provisions of the Affordable Housing Policy, 2013, the Respondent was obligated to hand over possession of the subject apartment on or before 16.03.2021. However, the Respondent has failed to deliver possession within the stipulated time, thereby committing a clear breach of the terms and conditions of the Agreement as well as violating the statutory obligations imposed upon it under the Real Estate (Regulation and Development) Act, 2016.
24. 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 rate of the prescribed interest @10.80% p.a. w.e.f. 16.03.2021 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ completion certificate from the competent

authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

F.II Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.

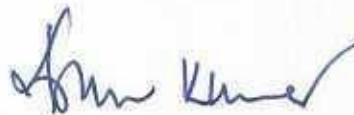
25. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

G. Directions of the Authority

26. 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 to the complainant against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 16.03.2021 till offer of possession plus 2 months or actual handing over of possession whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.
- ii. The arrears of such interest accrued from 16.03.2021 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.

- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.
 - v. The respondent is directed to hand over possession of the subject unit to the Complainant/Allottee, upon payment of outstanding dues, if any, after obtaining the Occupancy Certificate. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainant, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.
 - vi. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
28. The complaint and application, if any, stands disposed of.
29. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026