

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

Complaint no. : 4670 of 2025
Date of decision : 30.01.2026

Tejpal Bansal and Rekha Bansal

Both residences: Surajbhan Leghan Hetwan,
Leghan, Bhiwani - 127029

Complainants

Versus

M/s Sternal Buildcon Private Limited

Address: Ground Floor, Tower A, Signature Tower,
South City 1, Gurugram (HR) - 122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Jaswant Kataria
Shri Anjalika Sharma

Counsel for Complainants
Counsel for Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under 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 complainants, 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 and location of the project	"Signature Global City" Sector 81, Gurugram
2.	DTCP license no. and validity status	07 of 2021 dated 05.03.2021
3.	Licensed land	11.977 acres
4.	Booking Letter	26.08.2022
5.	Unit no./Independent affordable floor	81-47-B1-F
6.	Plot area	101.120 sq. mtr.
7.	Date of agreement for sale	07.09.2022 [Page 23 of the complaint]
8.	Total Price	Rs. 78,77,147/- [Page 33 of the complaint]
9.	Total amount paid by the complainant.	Rs. 77,80,681/- [As per SOA dated 10.11.2025 at page 120 of the reply]
10.	Possession clause	7.1 <i>The promoter assures to handover the possession as per agreed terms and conditions by 28.02.2024 for floor nature unless there is a delay due to unforeseen circumstances...</i>

11.	Due date of delivery of possession	28.02.2024
12.	Occupation certificate	05.09.2024 [page 113 of the complaint]
13.	Offer of possession	16.09.2024 [page 114-115 of the complaint]
14.	Pre-cancellation letter dated	05.11.2024
15.	Cancellation letter dated	22.11.2024
16.	Notice for outstanding dues	10.10.2025, 28.10.2025 and 01.11.2025

B. Facts of the complaint.

3. The complainants have made the following submissions in the complaint:

- I. That the Complainant(s) applied on 26.08.2022 vide Application No. 26451 for an Independent Floor bearing Unit No. 81-D47-B-1F, situated in Block B, having a carpet area of 546.122 sq. ft., located on the 1st Floor of Plot No. B28, admeasuring 101.120 sq. mtrs., along with stilt/basement parking.
- II. That the Complainant(s) received a Provisional Allotment Letter dated 29.08.2022 for the aforesaid Independent Floor (Unit No. 81-D47-B-1F) in the project "Signature Global City 81", Village Nakhdola, Sector-81, Gurugram, Haryana, issued by the Respondent. The Total Sale Consideration for the said unit was ₹ 78,77,147/- That an Agreement for Sale (hereinafter referred to as "the Agreement") was duly executed on 07.09.2022 between the parties in respect of the said unit.

- III. As per Clause 7.1 of the Agreement, the Respondent was obligated to hand over possession of the unit on or before 28.02.2024. That, therefore, as per the assurances of the Respondent as well as the Agreement, the possession of Independent Floor Unit No. 81-D47-B-1F, Block B, measuring 546.122 sq. ft. carpet area on Plot No. B28, along with stilt/basement parking, was mandatorily required to be handed over by 28.02.2024.
- IV. The relevant extract from Clause 7.1 of the Agreement regarding possession is reproduced below: "The Promoter assures to hand over possession by 28th February 2024 for floor nature of the project." That the Complainant(s) made timely payments totaling ₹ 77,83,655/- out of the total sale consideration of ₹ 78,77,147/-, as per the demand raised by the Respondent. This fact is duly admitted by the Respondent in the Statement of Account dated 06.08.2025.
- V. That the Respondent initially misled the Complainant(s) and repeatedly represented that possession would be handed over by 28.02.2024, as per the Agreement. That the Respondent has failed to deliver possession of the unit on or before the contractual due date. The construction is significantly delayed in violation of the assurances and development plan.
- VI. That the Complainant(s) have paid a total sum of ₹ 77,83,655/-, which has been duly acknowledged by the Respondent. That despite receiving almost the entire payment on time, the Respondent failed to hand over possession by 28.02.2024, the agreed date.
- VII. That the Complainant(s) have paid ₹ 77,83,655/- out of ₹ 78,77,147/-, leaving only a negligible balance unpaid, which is not even due until possession. That the Complainant(s) have repeatedly expressed

dissatisfaction and objected to the malafide and negligent conduct of the Respondent, and have made numerous requests seeking timely possession and redressal of grievances, all of which have gone unheeded. That being aggrieved by the delay and the unfair conduct of the Respondent, which has caused severe mental agony, financial hardship, and harassment, the Complainant(s) are compelled to approach this Regulatory Authority, H-RERA, Gurugram, seeking appropriate reliefs, including directions to the Respondent:

- A. To pay Delayed Possession Charges to the Complainant(s) in accordance with the Act and the Agreement;
- B. To deliver possession of the said unit at the earliest, along with compensation for delay and harassment.

VIII. That this Hon'ble Authority has jurisdiction to entertain and adjudicate the present complaint as the Respondent carries on business within its territorial jurisdiction and the entire cause of action has arisen at Gurugram.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - I. Direct the respondent to pay delay possession charges along with interest.
 - II. The respondent be directed to deliver the possession of the unit as far as possible.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds.
- i. The present complaint is false, frivolous and devoid of cause of action. The Complainant(s) have approached this Authority with unclean hands and by suppressing material facts; therefore, the complaint is liable to be dismissed with costs.
 - ii. The Complainant(s) were duly allotted Unit No. 81-D47-B-1F vide Allotment Letter dated 29.08.2022 and subsequently executed the Agreement for Sale dated 07.09.2022 voluntarily, agreeing to all terms, including payment obligations and force majeure extensions.
 - iii. Possession timeline under Clause 7.1 was expressly subject to force majeure, court orders, government policies, and events beyond the control of the Respondent. The Complainant(s) have deliberately concealed this.
 - iv. The Respondent is entitled to extension of time due to multiple force majeure circumstances, including COVID-19 lockdowns and statutory extensions granted by MoF, MoHUA, HRERA Gurugram and HRERA Panchkula (total extension: 9 months). Multiple construction bans imposed by EPCA, CAQM, Supreme Court, DPCC, HSPCB and Municipal Authorities in Delhi-NCR (total impact approx. 1.5 years).
 - v. These events were beyond the Respondent's control and legally suspend/extend possession timelines.
 - vi. The Project has already been completed, Occupancy Certificate was received on 05.09.2024, and offer of possession was issued on 16.09.2024. Hence, there is no delay on part of the Respondent.
 - vii. The Complainant(s) have defaulted in making timely payments under the agreed Payment Plan. As on date, a sum of ₹ 2,04,956/- remains

outstanding, besides multiple instances of delayed payments attracting late charges, as evident from the Customer Ledger.

- viii. Despite repeated reminders dated 03.10.2024 to 01.11.2025, the Complainant(s) failed to clear their dues. Accordingly, the Respondent was constrained to issue:
- ix. Pre-cancellation notice dated 05.11.2024, and Cancellation notice dated 22.11.2024, followed by email dated 17.12.2024.
- x. The affidavit filed is defective and incomplete; affidavit of Complainant No. 2 is missing and affidavit of Complainant No. 1 is unsigned.
- xi. The complaint is supported by incomplete/unauthenticated documents, rendering the pleadings unreliable. The complaint is mala fide, filed only to harass the Respondent despite the Respondent's compliance with statutory obligations and timely offer of possession.
- xii. No cause of action survives, as possession has already been offered and delay—if any—is fully protected under force majeure and statutory extensions.

7. 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

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

E.I Territorial jurisdiction

9. 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

10. 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.

11. 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 complainants.

F.I Direct the respondent to pay delay possession charges along with interest.



II. The respondent be directed to deliver the possession of the unit as far as possible.

12. In the present complaint the counsel for the respondent submits that the respondent obtained the Occupation Certificate on 05.09.2024 and offered possession to the complainant on 16.09.2024. It is further submitted that the complainant failed to clear the outstanding dues, pursuant to which a pre-cancellation notice was issued on 05.11.2024, followed by cancellation of the unit on 22.11.2024.
13. Per contra, the counsel for the complainant submits that despite the alleged cancellation dated 22.11.2024, the respondent continued to issue demand notices dated 10.10.2025, 28.10.2025, and 01.11.2025 calling upon the complainant to clear the outstanding dues. It is contended that issuance of such notices subsequent to the cancellation casts serious doubt on the validity of the said cancellation, as the respondent continued to treat the allotment as subsisting.
14. Upon consideration of the submissions and material on record, this Authority is of the view that the cancellation of the unit is bad in the eyes of law and is accordingly set aside.
15. In the present complaint, the complainants intend to continue with the project and are 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."

16. Clause 7.1 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

7.1 The promoter assures to handover the possession as per agreed terms and conditions by 28.02.2024 for floor nature unless there is a delay due to unforeseen circumstances.

17. **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.

18. 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.

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., 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
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 complainants 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 complainants in case of delayed possession charges.
22. 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 7.1 of the Apartment Buyer's Agreement dated 07.09.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 28.02.2024. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

23. The respondent/promoter is directed to pay interest to the complainant on the amount paid by the complainant at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till a valid offer of possession plus two months or actual handing over of possession, whichever is earlier, in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.
24. The complainant shall clear the outstanding dues as per the Builder-Buyer Agreement. Upon receipt thereof, the respondent shall handover physical possession of the unit to the complainant and execute the conveyance deed in accordance with law.

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. That the cancellation of the unit is bad in the eyes of law and is accordingly set aside. The respondent/promoter is hereby directed

to pay interest to the complainant on the amount paid by the complainant at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till a valid offer of possession plus two months or actual handing over of possession, whichever is earlier, in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

- ii. The arrears of such interest accrued from 28.02.2024 till the date of order by the authority shall be paid by the respondent/promoter to the complainants 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 complainants are also 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 allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent is directed to hand over possession of the subject unit to the Complainants/Allottees, upon payment of outstanding dues, if any. 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 complainants which is not the part of the buyer's agreement.
26. The complaint and application, if any, stands disposed of.
27. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026