

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

Complaint no. : 3575 of 2024  
Date of decision : 07.04.2026

Kawar Singh  
R/o: - House no.-112, Paprawat, Najafgarh,  
South West Delhi-110043.

**Complainant**

Versus

M/s Agrante Realty Limited.  
Regd. Office at: 704 DLF, Tower- A, Jasola,  
New Delhi- 110025

**Respondent**

**CORAM:**

Shri. Arun Kumar

**Chairman**

**APPEARANCE:**

Akash Arora (Advocate)

Brij Mohan (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint dated 05.08.2024 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 there under or to the allottee 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 of the project	"Kavyam", Sector- 108, Gurgaon (Phase-1)
2.	Nature of project	Affordable group housing
3.	RERA registered/not registered	Registered vide registration no. 23 of 2018 dated 22.11.2018
	Validity status	31.11.2022
	Licensed area	5 acres
4.	DTCP License no.	101 of 2017 dated 30.11.2017
	Validity status	29.11.2022
	Name of licensee	Arvinder Singh & others
	Licensed area	5 acres
5.	Unit no.	TD-910, 2BHK, Type-3, Tower-D (As on page no. 61 of complaint)
6.	Unit area admeasuring	488.30 sq.ft. [Carpet Area] 79.73 sq.ft. [Balcony Area] (As on page no. 61 of complaint)
7.	Allotment Letter	01.07.2019 (As on page no. 61 of complaint)
8.	Agreement For Sale	Not on record

9.	Total sale consideration	Rs.21,35,886/-
10.	Amount paid by the complainant	Rs.20,24,445/- (As per Transaction History dated 22.05.2024 on page no. 42 of complaint)
11.	Possession clause as per Affordable Housing Policy, 2013	<b>1 (iv)</b> All such projects shall be required to be necessarily completed within <b>4 years from the date of approval of building plans or grant of environmental clearance</b> , whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
12.	Building plan approved on	06.07.2018 [As per project details]
13.	Environment clearance	20.08.2019
14.	Due date of possession	20.02.2024 [Calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is 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]
15.	Reminders	02.07.2022 02.08.2022
16.	Pre cancellation Notice	15.09.2022 (As on page no. 44 of complaint)
17.	Publication	Not on record
18.	Cancellation letter	Not on record
19.	Occupation certificate	Not obtained

20.	Offer of possession	Not offered
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**B. Facts of the complaint**

3. The complainant has made the following submissions: -

- I. That the respondents published very attractive brochure, highlighting group housing complex comprising of multi-storeyed residential apartments known as 'Kavyam', at Sector - 108, Gurugram, Haryana. 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 respondents.
- II. That the complainant was approached by the sale representatives of the respondent's Company, who made tall claims about the project as a world class project. The complainant was impressed by the representations and ultimately booked an apartment measuring carpet area of 488.30 sq. ft in the by paying Rs.99,653/- as booking amount via cheque no. 095438 dated 24.06.2019.
- III. That the Apartment Buyer Agreement was executed on 08.12.2023 between the respondents and the complainant. The total sale consideration of the apartment is Rs.21,35,886/-. The date of handing over the possession of the apartment was agreed on 31.08.2023, as per BBA.
- IV. That the complainant paid all payable amounts, as and when demanded by the respondents and a total of Rs.20,24,445/- has been paid to the respondents till date. The remaining payable amount for the apartment was to be paid by the complainant only after receiving a legal and valid Offer of Possession from the respondent. Whereas, the respondent, despite receiving more than ninety five percent (95%)

payable amount of the apartment from the complainant, failed to honour the terms of the Agreement and timely deliver possession of the apartment to the complainant.

- V. That the complainant has approached the respondent and pleaded for delivery of possession of the apartment as per the Apartment Buyer Agreement on various occasions. The respondents did not reply to the letters, emails, personal visits, telephone calls, seeking information about the status of the project and delivery of possession of the apartment.
- VI. That the respondents have, in an unfair manner siphoned of funds meant for the project and utilised same for their own benefit for no cost. The complainant does not intend to withdraw from the project. In the given circumstances, it is submitted that the respondents/sellers/builders/promoters/owners are habitual of making false promises and have deceptive behaviour. The respondents have earned enough monies by duping the innocent complainant and other such buyers through unfair trade practices and deficiencies in services and have caused the complainant enough pain, mental torture, agony, harassment, stress, anxiety, financial loss and injury.
- VII. That, the respondents, despite promising the complainant that the apartment would be delivered by 31.08.2023 as per the Apartment Buyer Agreement, have neither offered possession till date, nor have paid any interest for delay on the paid amount. Thus, it constitutes unfair trade practices & deficiencies in service and cheating.
- VIII. That, by delaying possession, the respondents have unjustly enriched themselves by taking complete payable amount and additional charges from the complainant and thereafter utilizing that huge money on other projects and left the complainant high and dry at their own fate.

This conduct and behaviour of the respondents are deplorable and constitute unfair trade practices & deficiency in services and cheating.

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

4. The complainant has sought following relief(s).
  - i. Direct the respondent to hand over the BBA document, which is in the exclusive possession of the respondent, to the complainant within a time frame deemed appropriate the Authority.
  - ii. Direct the respondents to complete the development of the apartment along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.
  - iii. Direct the respondents to handover the legal and rightful possession of the apartment to the complainant, after receiving all the required permissions and approvals from the competent authorities.
  - iv. Direct the respondent to provide a definite and fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the apartment, with liberty to the complainant to seek appropriate remedy if the respondents fails to handover the possession on the date mentioned before the Authority.
  - v. Direct the respondent to pay the arrear of Rs. 1,83,040/- per year which was calculated from the date of possession to filing of this complaint and pay interest for subsequent month on the tune of Rs.18,304/- per month for delay in offering the possession of the apartment till the handing over the actual possession.
  - vi. Direct the respondents to not charge anything beyond the charges stipulated in the Apartment Buyer's Agreement.
  - vii. Direct the respondents to pay legal expenses of Rs.1,00,000/- (Rupees One Lakh) incurred by the complainant.

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 contested the complaint on the following grounds: -
- I. That the respondent is developing an affordable housing project namely '*Kavyam*' under Pradhan Mantri Awas Yojna (PMAY) at Sector -108 situated in Gurugram and is subject to the mandate of the Affordable housing policy issued by the DTCP Office Haryana as amended from time to time. At the outset it is pertinent to mention that as per the affordable housing policy the developer is under a mandate to complete the project within a period of 4 years from the date of receipt of environmental clearance of the project including six months grace period as granted due to force majeure events (Covid-19)
  - II. That due to the impact of COVID-19, the continuation of progress of the project was significantly impacted & delayed, necessitating the implementation of force majeure. Consequently, the respondent encountered difficulties in obtaining timely approvals, permissions, and NOCs from the relevant Authorities within the Town and Country Planning Department, Haryana.
  - III. That the claim asserted by the complainant is legally unsustainable due to the presence of a force majeure event, which has warranted an extension for the completion of the project. Consequently, since the delay was attributable to the force majeure and not to any fault or negligence of the respondent, the claim of the complainant for delay

possession charges should be not be considered valid and is liable to be dismissed.

- IV. That the complainant had booked the unit/flat bearing apartment no. TD-910, Tower No.- D, having a Carpet Area of 488.30 sq.ft in the project of the respondent namely "KAVYAM", under the affordable housing policy 2013, which is situated at revenue estate of Village Dharampur, Sector 108, Gurgaon- 122006, Haryana for a total consideration amount of Rs.21,35,886/-.
- V. That on 04.02.2019, the complainant had paid an amount of Rs.99,653/- as a booking amount via cheque no. 095438 and the respondent had issued an acknowledgement receipt dated. 04.02.2019 for the same. Subsequently, an Allotment Letter dated 01.07.2019 was issued to the complainant by the respondent.
- VI. That the respondent issued Demand Letters as per the payment plan, and the complainant made the payment of Rs.20,07,006 /- out of the total sale consideration of 21,35,886/-
- VII. That as per the Agreement, Clause 7.1 prescribes the schedule for possession of the said Apartment. Pursuant to Clause 7.1 of the Agreement, the possession was slated for delivery by August 2023. However, as a result of Covid-19, the Force Majeure clause was invoked, thereby leading to an unavoidable delay in delivering the possession of the unit, which was entirely beyond the control of the respondent.
- VIII. That on 12.01.2017, the Environment Pollution (Prevention and Control), Authority for the National Capital Region implemented the Graded Response Action. The authority based on the forecast and prediction has decided that the measure put into the place for very poor/ severe category of GRAP from 15.10.2019 would be lifted

because the region is expected to stay in moderate/poor category in terms of the air quality. However, same through the urgent notice put further ban from 15.10.2019 and directing to enforce poor/severe category measures under GRAP which consequently delay in the construction of the flat/unit.

- IX. That the complainant also did not adhere to the payment schedule, as most of the payment made after the expiry of the due dates resulted in violation of the agreement in turn affecting the obligation of the respondent in terms of handing over the possession of the unit. It is pertinent to mention herein that the respondent sent Demand letters dated 01.07.2022, 10.01.2022, 05.02.2021, 11.01.2021, 01.07.2020, 06.01.2020 and Reminder letters dated 02.08.2020, 20.07.2022, 02.08.2019 to pay the outstanding amounts. However, after sending multiple Demand Letters & reminders complainant paid every instalment after passing the due date. It is also pertinent to mention here that due to late payment and delay on part of the complainant, respondent had also issued termination and pre cancellation notice dated 15.09.2022 to the complainant after which complainant paid clear his dues & outstanding payment.
- X. That the project faced unforeseen market fluctuations, including an unprecedented rise in construction material costs, which impacted the construction schedule due to the outbreak of Covid-19 Pandemic. Despite this, the respondent strived to keep the project on track. However, these factors which were beyond the control of the respondent inevitably led to delays in the completion of the project and the handing over of possession to the complainant.
- XI. That due to the disruptions caused by the COVID-19 pandemic, there was a significant impact on the supply chain, leading to delays in the

procurement of essential construction materials. Additionally, the availability of labour was severely affected, as many workers returned to their home states during the lockdowns and were unable to return promptly due to travel restrictions and health concerns. These factors, beyond the control of the respondent, further contributed to the delay in completing the project and handing over possession to the complainant.

- XII. That the respondent had throughout conducted the business in a bona-fide manner and will be completed the project and deliver possession to the customers within the stipulated time.
- XIII. That on 30.11.2021, the Government of the National Capital Territory (NCT) of Delhi issued directions pursuant to the Writ Petition *Aditya Dubey v. Union of India and Ors., Writ Petition (Civil) No. 1135 of 2020*. The Commission for Air Quality in NCT and adjoining areas convened a meeting on 21.11.2021 and issued directions under Section 5 of the Environment Protection Act, 1986. These directions include stopped the entry of trucks into NCT of Delhi, except for those carrying essential commodities, until 7th December 2021, and the closure of all GNCT offices, autonomous bodies, and other offices till 26.11.2021. Moreover, the Hon'ble Supreme Court, in its order dated 24.11.2021, imposed a ban on all construction activities within the NCR as part of its interim order. These restrictions further contributed to the delay in construction activities, thereby impacting the timely possession of the unit.
- XIV. That the project was also affected by adverse weather conditions due to bad air quality all over the NCR region which caused delays in construction activities. The respondent took all possible measures to

- mitigate the impact of such weather conditions, but the delays were inevitable due to the safety concerns of the labour.
- XV. That in 2022, Commission for Air Quality Management in National Capital Region and Adjoining Areas vide its order dated 29.10.22 implemented the actions under Stage-III of GRAP for Severe plus category of AQI in Delhi NCR and revoked the order of Stage-III GRAP vide its order dated 14.11.2022, in same manner the commission implemented and imposed Stage-III of GRAP through orders dated 04.12.2022, 30.12.2022, 06.01.2023, 02.11.2023, 22.12.2023, 14.01.2024, 14.11.2024, 03.01.2025 and 09.01.2025 and revoked the same through revocation orders dated 07.12.2022, 04.01.2023, 15.01.2023, 28.11.2023, 01.01.2024, 18.01.2024, 27.12.2024, 05.01.2025 and 12.01.2025 respectively, due to these reasons the construction work in Delhi NCR had stopped for approximately 129 days between 29.10.2022 to 12.01.2025.
- XVI. That on various occasions the time period between the revocation of Stage-III GRAP and Re-implementation of the Stage-III GRAP is less than 10 days, sometimes 4 days, made difficult for promoter to continue the construction and caused loss of time and money. In view of the above-mentioned reasons the procurement of materials, machinery, labour, collection was becoming impossible for respondent, due to which respondent was unable to utilize this short span of time between the GRAP period and caused stoppage in work for almost nine months.
- XVII. That the possession of the unit as per the agreed clause in the Apartment Buyer Agreement, was scheduled for August, 2023. However, due to unprecedented and unforeseen circumstances beyond the control of the respondent, such as the onset of the COVID-

19 pandemic, the government-imposed moratorium period of 8 months, and various legal restrictions and bans, including construction bans due to environmental and health concerns, the completion of the project was unavoidably delayed. The combined effect of these external factors necessitated the extension of the project timeline. As a result, the delivery of possession has to be exempted from the original timeline and is reasonably be extended to March 2026. Therefore, the present complaint is premature, not maintainable, and liable to be dismissed.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction**

8. 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**

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;

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 complainants at a later stage.

**F. Findings on the objections raised by the respondent.**

**F.I Objection regarding delay caused due to Force Majeure circumstances.**

11. The respondent has taken an objection that the construction of the project was delayed due to force majeure conditions such as various orders passed by the concerned authorities ( including courts, pollution control boards/Air Quality management authorities), outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondent, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which the construction activities came to stand still, and the said period be excluded while calculating the due date. As per clause 1(iv) of the Affordable Housing Policy, 2013

*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]*

12. The possession of the unit was to be offered with 4 years from approval of building plans (06.07.2018) or from the date of environment clearance (20.08.2019) and whichever is later which comes out to be 20.08.2023. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or 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 outbreak of Covid-19 pandemic. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession comes out to be 20.02.2024.
13. The respondent has submitted that due to various orders of the Authorities and court, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, shortage of labour etc but these were for a short period of time and are the events happening every year. The respondent was very much aware of these event and thus, the promoter/ respondent cannot be given any further leniency based on the aforesaid reasons.

**G. Findings on the reliefs sought by the complainant:**

- G.I Direct the respondent to hand over the BBA document, which is in the exclusive possession of the respondent, to the complainant within a time frame deemed appropriate the Authority.**

14. The complainant has submitted that the Builder Buyer Agreement has been executed between the complainant and the respondent however, the same is in exclusive possession of the respondent and that the respondent be directed to provide the same to the complainant. The Authority observes that the respondent has not challenged that the Builder Buyer Agreement has not been executed between the parties and also the respondent has stayed silent on the above said contention of the complainant.

15. The Authority is of the view that as per Section 19(5) of the Act, 2016, the allottee is entitled to obtain necessary documents from the respondent and thus, the respondent is directed to provide the copy of the Builder Buyer Agreement to the complainant within a period of 30 days from the date of the order.

- G.II Direct the respondents to complete the development of the apartment along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.**
- G.III Direct the respondents to handover the legal and rightful possession of the apartment to the complainant, after receiving all the required permissions and approvals from the competent authorities.**
- G.IV. Direct the respondent to provide a definite and fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the apartment, with liberty to the complainant to seek appropriate remedy if the respondents fails to handover the possession on the date mentioned before the Authority.**
- G.V. Direct the respondent to pay the arrear of Rs. 1,83,040/- per year which was calculated from the date of possession to filing of this complaint and pay interest for subsequent month on the tune of Rs.18,304/- per month for delay in**

**offering the possession of the apartment till the handing over the actual possession.**

16. The complainant is seeking delay payment charges at the prescribed rate of interest. However, proviso to section 19 (7) provides that where an allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount to charges to be paid under sub-section (6) 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.*

17. 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.
18. 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 07.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80% per annum.

19. 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;"*

20. 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 delay possession charges.
21. On consideration of the documents available on record and submissions made by both the parties 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. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the due date of possession comes out to be 20.02.2024 including grace period of six months granted in favour of the respondent on account of Covid-19.

22. The respondent has failed to obtain the Occupation Certificate from the concerned authorities till date despite a lapse of almost more than a year from the date as was promised for delivery of possession of the subject unit.
23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to 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., 20.02.2024 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. Further, the respondent is directed to offer the possession of the allotted unit (with all the promised amenities) within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to 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 occupation certificate, after paying the outstanding dues. In the present complaint, the respondent has not obtained the Occupation Certificate yet. As per Section 11(4)(f) and Section 17 (1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the allottees. Also, as per Section 19 (11) of the Act, 2016, the allottee is also obligated to participate towards registration of the Conveyance Deed of the unit in question.

24. In view of the above, the respondent is directed to execute Conveyance Deed in favour of the complainant in terms of Section 17 (1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining Occupation Certificate.

**G.VI. Direct the respondents to not charge anything beyond the charges stipulated in the Apartment Buyer's Agreement.**

25. The respondent is directed not to charge anything beyond the charges stipulated in the Agreement executed between the parties.

**G.VII. Direct the respondents to pay legal expenses of Rs.1,00,000/- (Rupees One Lakh) incurred by the complainant.**

26. 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. Vs. 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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

**H. Directions of the authority**

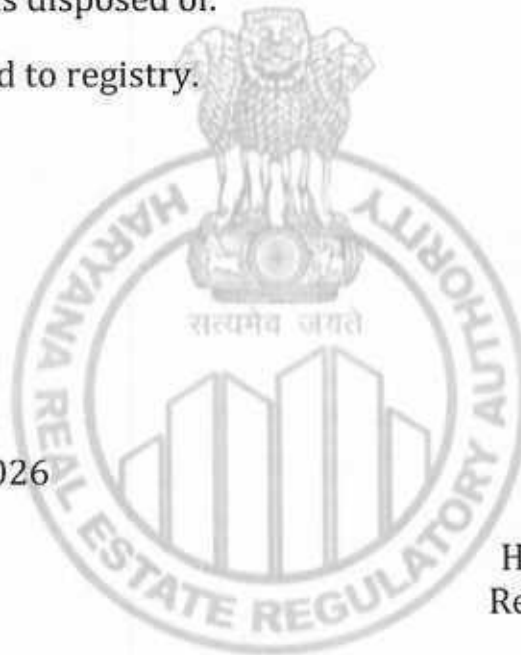
27. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of interest i.e., 10.80% p.a. for every month of delay from the due date of possession 20.02.2024 till valid offer of possession after obtaining occupation 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 till the date of this order by the authority shall be paid by the promoter to the allottee 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.
- iii. The complainant is directed to pay outstanding dues, after adjustment of interest for the delayed period.
- iv. The respondent is directed to offer possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon her 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 occupation certificate.
- v. 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.



- vi. The respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17 (1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining Occupation Certificate.
- vii. The respondent-builder is directed not to charge anything which is not part of buyer's agreement.
28. Complaint stands disposed of.
29. File be consigned to registry.

Dated: 07.04.2026



**(Arun Kumar)**  
Chairman  
Haryana Real Estate  
Regulatory Authority,  
Gurugram