

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

**Complaint no. : 5708 of 2025**  
**Date of first hearing : 18.12.2025**  
**Order pronounced on : 19.03.2026**

**M/s Inderjit Mehta Constructions Pvt Ltd**  
**(through its AR/Managing Director)**  
**Registered office:** 13219/6 Gali No 9/1 Shiv Colony  
Namdev Road, Bathinda, Punjab – 151001

**Complainant**

Versus

**Krisumi Corporation Pvt. Ltd.**  
**Regd. Office at:** - Unit-02, 11th Floor, Emaar Capital  
Tower-2, MG Road, Sec-26, DLF QE, Gurgaon, DLF QE,  
Haryana, India, 122002  
Also at: 3<sup>rd</sup> Floor, Central Plaza Mall, Golf Course  
Road, Sector-53, Gurugram, Haryana – 122002

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Shri Sukbir Yadav (Advocate)  
Sh. Aditya Pandey (Advocate)

**Complainant**  
**Respondent**

**ORDER**

1. The present complaint dated 12.11.2025 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. N.	Particulars	Details
1.	Name of the project	Waterfall Residences, Sector-36 A, Gurugram
2.	Nature of the project	Group Housing Project
3.	RERA Registered/ not registered	Waterfall Residences (Phase 1): RC/REP/HARERA/GGM/2018/03 (dated 08.05.2018). Waterfall Suites (Phase 2): RC/REP/HARERA/GGM/715/447/2 023/59. Waterfall Residences (Updated/Phase 3/4): GGM/812/544/2024/39.
4.	License no. and validity	39 of 2013 dated 04.06.2013, renewed on 26.06.2019
5.	Unit no.	A-2402, 24 <sup>th</sup> floor, tower-A, Unit type - Penthouse + Pool (A2) [Page 35 of complaint]
6.	Unit area admeasuring	super area 590.21 sq. mtr carpet area of 269.32 sq. mtr. [Page 35 of complaint]
7.	Date of booking by original allottee i.e., Anuradha Yadav	23.02.2022 [as alleged in complaint at page 4 of complaint]
8.	Date of allotment with original allottee i.e., Anuradha Yadav	28.02.2022 [Page 33 of complaint]
9.	Date of Agreement to Sale with original allottee i.e., Anuradha Yadav [BBA]	07.03.2022 [Page 47 of complaint]



10.	Payment Plan	<table border="1"> <thead> <tr> <th data-bbox="821 264 1098 338">Installment Milestone</th> <th data-bbox="1098 264 1370 338">% Due</th> </tr> </thead> <tbody> <tr> <td data-bbox="821 338 1098 421">Advance amount on Booking</td> <td data-bbox="1098 338 1370 421">INR.5,00,000/-</td> </tr> <tr> <td data-bbox="821 421 1098 763">Booking Amount- Within 30 Days from booking</td> <td data-bbox="1098 421 1370 763">10% of Sale Consideration (Less: Advance Amount of INR.5,00,000) + GST + Registration &amp; Stamp Duty on Agreement for Sale. As applicable</td> </tr> <tr> <td data-bbox="821 763 1098 958">Within 90 Days from booking or Completion of Excavation Work, whichever is later</td> <td data-bbox="1098 763 1370 958">30% of Sale Consideration + GST</td> </tr> <tr> <td data-bbox="821 958 1098 1070">On Application of OC</td> <td data-bbox="1098 958 1370 1070">30% of Sale Consideration + GST</td> </tr> <tr> <td data-bbox="821 1070 1098 1301">On offer of Possession</td> <td data-bbox="1098 1070 1370 1301">30% of Sale Consideration + GST + IFMSD + Registration &amp; Stamp Duty on Conveyance Deed.</td> </tr> </tbody> </table> <p data-bbox="821 1301 1370 1346">[As per page 36 of complaint.]</p>	Installment Milestone	% Due	Advance amount on Booking	INR.5,00,000/-	Booking Amount- Within 30 Days from booking	10% of Sale Consideration (Less: Advance Amount of INR.5,00,000) + GST + Registration & Stamp Duty on Agreement for Sale. As applicable	Within 90 Days from booking or Completion of Excavation Work, whichever is later	30% of Sale Consideration + GST	On Application of OC	30% of Sale Consideration + GST	On offer of Possession	30% of Sale Consideration + GST + IFMSD + Registration & Stamp Duty on Conveyance Deed.
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11.	Possession clause	<p data-bbox="821 1346 1370 1413"><b>7.1 Schedule for possession of the said Apartment for residential usage:</b></p> <p data-bbox="821 1413 1370 1908"><i>"The Promoter assures to offer the possession of the Apartment as per agreed terms and conditions to the Allottee on or before 30<sup>th</sup> June 2024 ("Completion Date"), unless there is delay due to force majeure, court orders, government policy/guidelines, decisions affecting the regular development of the real estate Project. If, the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment."</i></p>												





		[Page 56 of complaint].
12.	Due date of possession	30.06.2024 [Grace period not allowed.]
13.	Tripartite Agreement between original allottee, complainant and respondent	10.09.2024 [Pg. 38 of reply]
14.	Letter from transfer in favour of complainant/ Endorsement	10.09.2024 [Pg.57 of reply]
15.	Total sale consideration	Rs.7,00,00,000/- [as per allotment letter at Pg.33 of complaint & clause 1.2 and Schedule-C BBA at page 51 of complaint]
16.	Amount paid by the complainant	Rs.6,99,97,374/- [As per statement of account annexed with OP dt.17.12.2024 and payment proof.]
17.	Occupation certificate /Completion certificate	12.12.2024
18.	Notice of possession	17.12.2024
19.	Conveyance Deed	07.01.2026

**B. Facts of the complaint:**

3. The complainant has contended the complaint on following grounds:
- That in the month of February 2022, original allottee, Anuradha Yadav, came in contact with the respondent's sales and marketing staff who marketed a residential project, namely "Waterfall Residence" situated at Sector - 36A, Gurugram. Believing in the representation and assurances of the respondent, the original allottee on 23.02.2022 booked an apartment bearing no. A-2402, having a carpet area of 269.32 square meters (2898.96 square feet) on the 24<sup>th</sup> Floor in Tower A in the project "Waterfall Residence" situated at Sector - 36A,

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Gurugram. Thereafter, on 28.02.2022, an allotment letter was issued by the respondent in favour of the original allottee, thereby allotting the said apartment to the original allottee. It is pertinent to mention here that the total sale consideration of the said flat mentioned in the allotment letter was Rs.7,00,00,000/-.

b. On 07.03.2022, a pre-printed, unilateral, arbitrary agreement for sale was executed inter-se the respondent and the original allottee (hereinafter called "BBA/FBA"). As per Clause 1.2 and Schedule-C of the BBA, the total sale consideration for the said flat is Rs 7,00,00,000/- (Rupees Seven Crore) out of which Rs 5,00,000/- (Rupees Five Lakh) and Rs. 64,49,705/- had already been paid by the original allottee at the time of execution of BBA. Further, as per Clause 7.1 of the said BBA, "The respondent assured to hand over possession of the unit along with parking on or before 30.06.2024". Therefore, the due date of possession was on or before 30.06.2024. Further, as per Clause 9.1 of the said BBA, "Subject to the "force majeure", Court orders, Government Policy/guidelines, policy/guidelines of competent authorities, decisions affecting the regular development of the Project or any other event/reason of delay recognised or allowed in this regard by the authority, the promoter shall be considered under a condition of default in the events, The promoter fails to offer ready to move in possession of the developed apartment for residential usage along with Parking to the allottee within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority; or





Discontinuation of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

- c. Thereafter, on 15.05.2024, the original allottee signed an agreement to sell the apartment to the complainant for Rs.7,33,00,000/-As per the agreement, the original allottee had already paid Rs. 4,83,47,931/- to the respondent which amounts to 69% of the total sale consideration and it was agreed that the complainant would pay the remaining sale consideration i.e., Rs.2,16,52,069/- to the respondent as per terms of the BBA. It is pertinent to mention here that as per the payment plan annexed with the BBA, the next instalment i.e.,30% of the total sale consideration, was due on offer of possession.
- d. The respondent applied for the Occupation Certificate on 21.03.2024, and the Directorate of Town and Country Planning, Haryana, issued the same on 12.12.2024. The respondent informed the complainant about obtaining the Occupation Certificate vide email dated 14.12.2024. It is pertinent to mention here that an incomplete application is "no application" in the eyes of the law, and the respondent was failed to procure the OC in the stipulated time. It is further pertinent to mention here that a composition fees of Rs.4,12,760/- was imposed on the respondent and NOC from Chief Engineer-1, HSVP was issued on 09.08.2024.
- e. That thereafter the respondent offered possession of the unit vide letter dated 17.12.2024 and raised the following unlawful



demands alongwith balance sale consideration under various heads which are not part of builder buyer's agreement:

- i. Administration Charges – Rs. 12,980/-
  - ii. Advance Maintenance Charges – Rs. 4,49,794/-
  - iii. Club Usage Charges – Rs. 59,000/-
- f. That as per Para 1(c) of the said offer of possession, it has been mentioned that the complainant is entitled to inspection of its apartment only after payment of all the outstanding amount including the above-mentioned illegal charges. The said clause of offer of possession letter is in contravention to Clause 1.11 (iii) of the BBA which specifies that *"The Allottee has the Right to visit the Project site to assess the extent of Development of the Project and his/ her Apartment....."*. Moreover, as per Clause 7.2 of the BBA, *"The Allottee prior to taking possession of the Apartment, agrees to inspect the Apartment so that in the event of any incomplete works or defects, the same can be resolved by the Promoter and to pay to all outstanding dues and payments as per terms of this Agreement"*.
- g. It is a well-settled law that the respondent cannot ask for any payment that is not clearly mentioned in the builder-buyer agreement (BBA). Therefore, all the extra and illegal demands made by the respondent, along with the offer of possession, go beyond the terms of the BBA, making the offer of possession invalid.
- h. That after receipt of the offer of possession, the complainant was ready to pay the legitimate dues and many times requested the staff of the respondent to let them visit their unit in order to





ascertain the status of construction and finishing of the flat as per specifications mentioned in the brochure and BBA.

- i. That it is highly pertinent to mention here that the unit of the complainant was not completed at the time of the offer of possession. The offer of possession letter was nothing but a piece of paper used as a tool to extract money from the complainant. The denial of a site visit to the complainant is a testimony to the complainant's claim that the construction of its unit was not completed at the time of the offer of possession. It is pertinent to mention here that the complainant has not purchased four walls and a roof, but paid a huge amount for a habitable condition flat with all amenities. It is evident from the above facts that the said offer of possession is not a valid offer of possession and does not align with the law.
- j. Thereafter, the respondent again sent an email dated 19.12.2024 offering possession to the complainant, reiterating that the complainant would not be allowed to visit or inspect the site until the pending amount was fully paid, which included the above-mentioned illegal charges.
- k. That after several visits and requests by the complainant, the respondent first agreed in an email dated 23.06.2025 to waive maintenance and club charges until 31.07.2025. Later, in another email dated 28.07.2025, the respondent agreed to extend the waiver until 30.09.2025 and mentioned that these charges would apply from 01.10.2025. However, it is important to note that the respondent did not allow the complainant to see the status of the construction of its unit. Further, the waiver of





maintenance and club charges is nothing but a hoodwink as the respondent cannot levy these charges without giving physical possession of the unit.

- l. That the complainant made every possible effort to get its unit inspected but all in vain. Thereafter, in order to safeguard its unit, on 08.08.2025, the complainant, under protest, paid Rs.2,04,99,379/- on account of balance sale consideration and rs.9,52,955/- on account of interest free maintenance security Deposit (IFMSD). Further, on 18.08.2025, the complainant deposited Rs. 1,97,109/- as TDS. The complainant has paid Rs.6,99,97,374/- i.e., 100% of the total sale consideration as on 18.08.2025. Despite paying 100% of the total sale consideration the complainant was not allowed to inspect its unit by the respondent.
- m. Thereafter, on 23.09.2025, the managing director of the complainant sent an email to the respondent, requesting to inspect the unit and also asked the respondent to deliver the physical possession of the unit and pay the delayed possession charges as the possession of the unit was delayed for more than one year and three months. In the said e-mail the complainant apprised the respondent that it was not liable to pay any demand over and above the scope of BBA and the respondent was liable to give physical possession of the unit in habitable condition along with delay possession penalty in accordance with the terms and condition of the BBA. However, the respondent never reverted to the said e-mail.



- n. Thereafter, the complainant, vide email dated 30.09.2025, once again requested the respondent to hand over possession of the apartment and to pay the due compensation as per RERA provisions. In the said email, the complainant also referred to the earlier communication dated 23.09.2025 and clearly stated that since the respondent had failed to deliver possession and comply with the RERA obligations, the complainant had no option but to approach the Authority for appropriate relief.
- o. That the respondent, vide its email dated 17.10.2025, wrongly stated that the due date of possession of the complainant's apartment was 31.12.2024. However, as per Clause 7.1 of the builder buyer agreement (BBA) executed between the parties, the actual due date for handing over possession was 30.06.2024. Thus, the respondent's statement is false and misleading, clearly intended to conceal the delay in handing over of possession. The complainant, vide detailed reply dated 22.10.2025, categorically denied the said claim and clarified that the amounts alleged by the respondent, along with the offer of possession, were not payable as per the agreement for Sale and were illegally demanded beyond the scope of the said agreement. The complainant further pointed out that the respondent, for the first time, invited the complainant to visit the apartment through the said email, which itself indicates that the unit was not ready for possession at least until October 2025. Despite repeated emails dated 23.09.2025 and 30.09.2025, wherein the complainant requested timely possession and compensation for the delay, the respondent failed to comply with its obligations





under the agreement, leaving the complainant with no option but to approach the Authority for appropriate relief.

- p. That as per Clause 7.1 of the BBA, "the promoter assures to offer the possession of the apartment as per agreed terms and conditions to the allottee on or before the 30<sup>th</sup> June 2024 (Completion Date). The clause 7.6 of the BBA specifies that "if the allottee does not intend to withdraw from the project, the promoter shall pay the allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of possession of the apartment, which shall be paid by the promoter to the allottee within 90 days of it becoming due".
- q. That the complainant is entitled for the delayed possession charges on the amount paid by the Complainant from the original due date of possession i.e., 30.06.2024 till actual handover of the Complainant's unit.
- r. That the main grievance of the complainant in the present complaint is that despite the complainant having paid 100% of the total sale consideration of the apartment and being ready and willing to pay the legitimate demand (if any), the respondent has failed to give possession of the complainant's apartment. The complainant is willing to settle legitimate dues and take physical possession of his unit after adjustment of the delayed possession interest.
- s. That due to the acts of the above, the complainant has been unnecessarily harassed mentally as well as financially, therefore the opposite party is liable to compensate the complainant on account of the aforesaid act of unfair trade practice.

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- t. That the cause of action for the present complaint first arose on 30.06.2024 when the respondent failed to hand over possession of the complainant's unit as per the terms of BBA. Thereafter, the cause of action arose on 17.12.2024 when the Respondent sent an offer of possession loaded with unreasonable demands. Further, the cause of action again arose in September 2025 when the complainant sent various emails to the respondent, requesting him to hand over the possession and to pay the delayed interest. The cause of action is alive and continuing and will continue to subsist till such time as the Authority restrains the respondent by an order of injunction and/or passes the necessary orders.
- u. That as per section 18 of the RERA Act, 2016, the promoter is liable to pay the interest or return of the amount and to pay compensation to the allottees of a unit, building, or project for a delay or failure in handing over such possession as per the terms and agreement of the sale and under section 34 (f) to ensure compliance/obligations cast upon the promoter. That the complainant does not want to withdraw from the project. The promoter has not fulfilled its obligation therefore as per obligations on the promoter under section 18(1) proviso, the promoter is obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession.
- v. That the present complaint is not for seeking compensation, without prejudice, complainant reserves the right to file a complaint to the Adjudicating Officer for compensation.

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





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

- I. Direct the respondent to pay delay possession charges from the due date of possession, i.e., 30.06.2024, till valid offer of possession or physical handover of the unit, whichever is later
- II. Direct the respondent to set aside the alleged offer of possession dated 17.12.2024 since the said offer of possession has been issued, in violation of the provisions.
- III. Direct the respondent to hand over physical possession of the unit in habitable condition, along with all amenities, including car parking as per the terms and conditions of the BBA.
- IV. Direct the respondent to execute the conveyance deed.
- V. Direct the respondent to refrain from charging maintenance charges and club membership charges till handover of the unit or valid offer of possession.
- VI. Direct the respondent to refrain from charging holding charges.
- VII. The complainant is also entitled to any other relief to which she is found entitled by the Authority.
- VIII. Pass strict and stringent orders against errant promoters and developers who take huge investments from innocent investors and then deny them the right to take possession as agreed at the time of sale. The purpose and legislative intent behind setting up this authority should also be kept into consideration while deciding the present complaint as the



respondent has not only treated the complainant unfairly but many other such buyers.

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 following grounds:
- i. That the present complaint is procedurally defective and liable to be dismissed for non-compliance with the mandatory procedural requirements prescribed under the Haryana Real Estate Regulatory Authority, Gurugram (Adjudication of Complaints) Regulations, 2018 ("HRERA Regulations") and Regulation 8 of the HRERA Regulations stipulates that every complaint filed is required to be supported by a duly sworn affidavit which supports verification of the facts presented in the complaint and affirms authority of the signatory to represent such facts in a complaint filed under the RERA Act or rules framed thereunder. The said provision is not merely discretionary but mandatory in nature, as it forms the very basis of verification of the facts / statements made by a party for assisting the court in the adjudication process by placing reliance upon the facts presented by a party. In the absence of such an affidavit, the complaint lacks the authenticity and reliability required for their facts to be considered for adjudication of such a complaint.
  - ii. The copy of complaint served upon the respondent reflects that the purported affidavit in support of the complaint is neither notarized





nor dated hence not admissible. Accordingly, a failure to comply with Regulation 8 of the HRERA Regulations vitiates the complaint procedurally. This non-compliance renders the present complaint incompetent and liable to be dismissed in-limine, without need for further examination/determination on merits. That it is therefore respectfully submitted herein that the affidavit being defective, the veracity of facts and contentions of the Complainant cannot be established and the complaint is accordingly non-est in the eyes of law and is liable to be dismissed on this ground alone.

- iii. That the Agreement of Sale dated 07.03.2022 executed between original allottee and respondent, which is belatedly being challenged by the complainant, was based upon the model buyer-builder agreement as provided as Annexure A ("Model Buyer-Builder Agreement") under the Rule 8 of the Haryana Real Estate (Regulation and Development) Rules, 2017 ("HRERA Rules").
- iv. The Authority is a creature of statute and cannot adjudicate the validity of the Act/Rules or model clauses framed thereunder. If the Complainant are not satisfied with the provisions of Model Buyer-Builder Agreement and seek to challenge the vires of any Rule/model clause, then the complaint before the Hon'ble Authority is not the appropriate remedy.
- v. The respondent and the original allottee have executed agreement for Sale dated 07.03.2022 as per the model buyer-builder agreement prescribed by the statute. The clauses of the agreement for Sale are in terms of the same, as the respondent was under the obligation to do so. The legislature has framed this model buyer-builder agreement for builders to protect customers and bring in



transparency in the realty sector and ensure the compliance of Agreement for Sale to be aligned with the RERA Act. Thus, the model buyer-builder agreement is made in a ring-fences manner which protects the allottees from the vagaries and is absolutely devoid of any form of hegemonic or dominant exercise from the respondent's end.

- vi. Thus, a bare perusal of the above makes it apparent that the agreement for sale executed with the original allottee was compliant with the terms and conditions of the RERA Registration granted to it. Subsequently, the complainant, intending to purchase the unit in question, entered into an agreement to sell dated 15.05.2024 with the original allottee. Subsequently, a tripartite agreement dated 10.09.2024 was entered among the original allottee, complainant and the respondent, wherein the complainant categorically admitted that it is entering into the shoes of the original allottee for the purpose of allotment of the said unit (ref. Clause 1.3 of the tripartite agreement). Hence the terms and conditions of the agreement for sale cannot be challenged by way of present proceedings, and the complainant is bound by it.
- vii. Without prejudice to above, it is additionally submitted that as a gesture of goodwill, the maintenance charges were waived off by the respondent up to 01.07.2025 through the communication dated 25.04.2025. This waiver to complainant exempting them from the payability of the maintenance charges was further extended up to 30.11.2025 vide the email dated 1.11.2025. The complainant has consciously concealed this material fact while





- levelling frivolous allegations against the respondent in order to unjustly enrich itself by misleading the Authority into believing that maintenance charges were being levied upon the complainant.
- viii. The complainant, had in fact been informed that the Authority, Gurugram had issued a notification vide Order No. 9/3-2020 HARERA/GGM (Admn.) dated 26.05.2020, automatically extending all registrations of on-going projects by six months for all projects whose registration was to expire on or after 25.03.2020, on account of the COVID - 19, being regarded as a force majeure event. This extension was granted specifically to account for the nationwide lockdowns, supply chain disruptions, and labour shortages caused by the pandemic. Thus, in view of the same, the project completion date stood extended until 31.12.2024. Similarly, Hon'ble Supreme Court in the Suo Motu Case no. 06 of 2020, had also declared COVID-19 as a force majeure event, which condition also applies to the present project developed by the respondent.
- ix. In fact, the original allottee was informed that the agreement for Sale (as approved by the Hon'ble Authority) refers to timeline for offer of possession by 30.06.2024, the effect of force majeure events had resulted in a change in the effective timeline agreed under the agreement for sale to 31.12.2024. Accordingly, the original allottee had expressly agreed to the terms of letter dated 07.03.2022 with respect to the revised timeline for completion of construction and offer of possession. These documents form an integral part of the contractual arrangement entered into between



the parties and reflect the entire understanding arrived at between the parties regarding delivery timelines.

- x. The complainant, stepping into the shoes of the original allottee in terms of the ATS and tripartite agreement, is now bound by the terms and conditions, and hence, cannot challenge the same. complainant had also sent a letter dated 10.09.2024 ("Letter from Transferee") wherein it had accepted and agreed that it shall abide by all the terms and conditions of the Agreement for Sale and would honour all the rights, interest, liabilities, obligations, etc. therein and any other document executed by the original allottee.
- xi. Pursuant to the terms of the understanding as aforesaid, the respondent formally issued the offer of possession dated 17.12.2024, well within the agreed extended period. Moreover, the project's registration certificate with the competent RERA authority was validly extended up to 31.12.2024, thereby confirming that the project remained compliant with all regulatory requirements and deadlines.
- xii. The agreement for sale at Clause 7.1 provide that the respondent was obligated to offer possession of the apartment to the complainant by 30.06.2024, subject to an extension of 6 (six) months granted on account of force majeure events.
- xiii. The complainant, by executing and acting upon the said documents, have unequivocally accepted the revised timelines. The respondent subsequently issued the formal offer of possession dated 17.12.2024, which is well within the agreed period under the contractual arrangement executed between the parties and hence there is no delay by the respondent as alleged in the present





complaint. The present complaint filed on the ground of delay is devoid of merit and deserves to be rejected at the threshold.

xiv. The complainant by filing the present complaint have sought to claim advantage of compensation by disregarding its own commitments. The complainant shall not be allowed to approbate and reprobate in respect of its express agreement with the Respondent merely to claim advantage especially where it has itself defaulted on the agreed terms under the agreement for sale by delaying in fulfilling their obligations in terms of the Offer of possession dated 17.12.2024. The complainant, in its complaint, contends to have paid the TDS, however the copy of the Form 16-B has not been submitted, which is a pre-requisite for taking handover of the unit in question, also mentioned in the Annexure 1 to the offer of possession. Complainant has also not paid maintenance charges, club charges, admin charges and interest along with stamp duty and registration charges, thereby further delaying the process of handover of the apartment. As per the latest statement of accounts, the total amount payable by the complainant is Rs.11,16,826.37/-

xv. Respondent had repeatedly been reminding the complainant, through Emails, WhatsApp messages and calls, to fulfil its payment obligations under the agreement for sale and take possession, however the complainant had not only delayed the payment of dues, but also consequently delayed the handover of possession. It is pertinent to highlight herein that the complainant had also made a visit on 02.08.2025 and only after being satisfied that the flat is complete in all aspects, the balance sale consideration (excluding

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other dues) was deposited by the complainant belatedly on same day. This fact also negates the contention of the complainant that he was not allowed to inspect the flat any time before October 2025.

- xvi. That the construction was temporarily halted multiple times between the period October 2022 to December 2024 due to restrictions under the Graded Response Action Plan (GRAP) Stage III & IV imposed by the by the Centre for Air Quality Management in National Capital Region and Adjoining Area ("CAQM"), which lawfully limited construction activity to protect public health. Such external interventions relieve the promoter/Respondent from liability for delays during the affected period. Even the Agreement for Sale mutually agreed and executed by the parties, contemplated such delay.
- xvii. That the Government of Haryana from time to time had imposed ban on construction on the basis of the GRAP notifications for following period:

<b>Year</b>	<b>Ban Periods (start-end, as available)</b>	<b>Approx. Ban Days</b>
2021	30 Dec 2021 - mid-Jan 2022	15
2022	3 Nov 2022 - 18 Nov 2022; 4 Dec 2022; 30 Dec 2022-early Jan 2023	35
2023	2 Nov 2023 - 18 Nov 2023	16
2024	Late Nov 2024 (multiple short periods as per GRAP orders);	15





- xviii. Further, even Hon'ble Supreme Court from time to time was ensuring the implementation of GRAP restrictions by the Central Government and State Governments.
- xix. Clause 7.1 of the Agreement for Sale explicitly states that the agreed period for handover of the apartment shall be duly extended by such period as mandated not only by 'force majeure' but as required by a 'court order', government policy / guidelines, decisions affecting regular development of the real estate project. Accordingly, any delay caused on account of aforesaid court orders shall only result in a valid extension of the project completion timelines and hence no delay can be attributed to the respondent on this account and no compensation shall therefore be paid to the complainant.
- xx. Despite all above restrictions, the offer of possession was issued to the complainant within the agreed timelines and hence cannot be treated as invalid.
- xxi. The respondent submits that while the complainant has alleged that the respondent has delayed in completing the project infrastructure, it is pertinent to note that the essential facilities required for operation of the project complex, including provision of water supply, gas supply, security services, intercom connection, DTH and internet services had been provided and made operational. Even the clubhouse facilities, including restaurant, gym, banquet, swimming pool, etc, are made operational. Even otherwise, various families have already taken over handover and have already started living and enjoying the world class luxury amenities provided in the complex.
- xxii. The complainant has deliberately concealed the material fact that it undertook multiple inspections of the apartment, last being on



- 28.10.2025, and had raised only minor and subjective observations having no bearing on the completeness or habitability of the apartment.
- xxiii. The present complaint deserves outright dismissal as it is fundamentally vitiated by the complainant's mala fide conduct in deliberately and unjustifiably delaying fulfilment of its obligations, which, in terms of clause 7.2 of the agreement for sale, are pre conditions for taking over possession.
- xxiv. That possession of the unit was formally offered to the complainant vide offer of possession dated 17.12.2024 within the agreed and statutorily prescribed timelines upon receipt of OC by the respondent. The complainant was, accordingly, requested to complete its obligations as per offer of possession in order to proceed with the handover in terms of Clause 7.2 of the agreement for sale.
- xxv. As per Clause 7.2 of the agreement for sale, the complainant was required to seek possession of his apartment only after making complete payment of the total price along with such other charges as payable as per the agreement for sale.
- xxvi. Further, in terms of Clause 1 (a) of the offer of possession dated 17.12.2024, the complainant was required to make the outstanding payments on or before 17.01.2025. However, it is a matter of record that the complainant itself has not fulfilled its obligations, the made the payment towards balance sale consideration only on 08.08.2025. Even after that, the remaining dues have still not been cleared by the complainant.
- xxvii. In fact, Clause 7.3 of the said agreement entitles the respondent from postponing execution and registration of the conveyance deed and





handing over possession of the Apartment until the entire outstanding dues along with interest for delayed payment, applicable maintenance and holding charges along with applicable GST is paid.

- xxviii. Further, Clause 10 of the agreement for sale specifies that payment of stamp duty and registration charges and other charges shall be a pre-condition for execution of conveyance deed and handover of the apartment. FURTHER that, in case where such condition remains unfulfilled within the period specified in the offer of possession the respondent is entitled to withhold registration of conveyance deed and handover of possession of the apartment. As a matter of record, the complainant, in the ATS (ref. Clause 9) and in the Letter from Transferee (ref. Clause 3), had categorically undertaken to abide by the terms and conditions and to clear all the dues in terms of the agreement for sale.
- xxix. The respondent has incurred significant capital expenditure in good faith, towards completion of the project and demanded the amounts due only in accordance with the applicable laws and contractual arrangement between the parties in dispute as the complainant had been allotted the apartment under the possession linked payment plan where 40% of the total sale consideration was due within 90 days from booking, 30% of the total sale consideration was due after application of Occupation Certificate ("OC") and balance 30% was due on the Offer of possession. This clearly establishes that payments were only demanded upon construction having been completed by respondent. It therefore cannot be deemed to have violation any provision of the application laws or contractual terms agreed with the complainant. complainant, on the contrary, even after undertaking the inspections



and seeing the complex readiness, decided to dispute the legitimate contractual demands, decided to dispute it and delay the handing over process.

xxx. That even during the visits/inspection, the representative of complainant was given a guided tour of the complex, including access to common areas, amenities, and their apartment. Undisputedly, complainant communicated its satisfaction and shared observations with regard to matters of its subjective satisfaction and / or minor adjustments / alignment and minor clean-ups were suggested, such as kitchen granite cleaning, minor touch-ups, finishing's etc, which cannot be treated as incompleteness of the Apartment and which do not affect the habitability. It cannot be disputed that at no time have the complainant placed on record any evidence establishing that the respondent has failed to complete construction activities or their apartment as per the agreed specifications in the Agreement for Sale or the amenities/ facilities forming part of the said transaction, meaning thereby that the offer of possession issued to the complainant was valid and complete in all aspects. A copy of the handwritten observations presented by the complainant to respondent evidences that the completeness of apartment was not disputed and the apartment was in a habitable condition.

xxxi. It may also be pertinent to bring to the Authority's attention that the complainant is merely investor, seeking to gain undue advantage from the transaction by refusing to fulfil its contractual obligations, and attempting to extort unwarranted and unsubstantiated compensation from the respondent on frivolous and unjustified grounds.





- xxxii. The complainant has failed to provide any credible or documentary evidence to substantiate its allegations of delay against the respondent. On the contrary, its conduct reflects a deliberate misuse of the forum by undermining the sanctity of and wasting the time of the Authority with baseless and unsubstantiated claims only for the purpose of defaming the respondent.
- xxxiii. The respondent humbly submit that the reliefs sought by the complainant are consequential only to a delay, if any, in handing over possession of their apartment which is itself ex facie misconceived and devoid of merit, in as much as possession of the unit was duly offered to the complainant vide offer of possession dated 17.12.2024 and the delay, if any, in taking possession and execution of the conveyance deed is solely attributable to the complainant own inaction and failure to complete the requisite formalities. That respondent had once again called the complainant to complete the formalities and pay the outstanding dues vide it email dated 08.12.2025 and 09.12.2025.
- xxxiv. The intention of the complainant not to take possession is evident from the fact that instead of fulfilling the obligations under the agreement for sale, read with ATS and Letter from Licensee, it started demanding that the payable dues be set-off against the purported delay possession charges. The respondent has sent multiple reminders to the complainant on email, WhatsApp and on calls to clear the outstanding dues however complainant had defaulted. The intention of the complainant is to merely make profit and eventually sell the apartment, and for this reason it is delaying the possession and, on the contrary, bringing prospective customers to visit the unit.



- xxxv. The complainant has asked for delay in possession charges, citing delay of completion of unit as the basis for continued delay. It has been mentioned above as well that the delay, if any, was attributable to the aforementioned reasons, including Complainant's own inaction. Therefore, any such reliefs are based upon facts which are inaccurate and legally unsustainable.
- xxxvi. The complainant's assertion that the handover of possession stands extended or delayed till date is wholly misconceived, factually incorrect, and contrary to the record. The undisputed fact is that the complainant has already been offered possession of the subject unit vide offer of possession dated 17.12.2024 and was called upon to fulfil its obligations under the agreement for sale.
- xxxvii. The complainant is estopped from raising any grievance relating to the timing of possession, and its allegations in this regard are mala fide, frivolous, and liable to be struck off from the record. The complaint, to the extent it seeks possession-related relief, is thus devoid of merit, bereft of jurisdiction, and deserves outright dismissal with exemplary costs for abuse of process.
- xxxviii. Without prejudice to the respondent right to waive maintenance, it is respectfully submitted that any attempt by the complainant to claim exemption from the maintenance charges is unsustainable. The Agreement for Sale clearly provides that maintenance charges shall become payable upon offer of possession and the complainant in the ATS and in the letter from transferee had categorically undertaken to fulfil all the obligations under the agreement for sale. The charges claimed are neither unreasonable nor excessive, as being contended by the complainant. On the contrary, the charges are strictly in terms





of the agreement for sale. This contractual obligation is integral to the Agreement and forms part of the agreed consideration and post-possession responsibilities. The complainant cannot circumvent or wriggle out of this obligation by raising an unrelated grievance under the RERA Act. Maintenance charges fund the upkeep of common areas and essential services from the moment possession is offered. deferring or avoiding payment for maintenance would unjustly shift costs onto the respondent or other allottees. Absent a specific statutory breach by the respondent relating to maintenance services (which is not alleged), the contractual obligation stands. Even if possession is delayed for reasons outside the respondent/promoter's control, as stated hereinabove, the agreement for sale does not provide for exemption of maintenance charges.

xxxix. Complainant has deliberately concealed the material fact that the respondent has already, on its own volition, waived off maintenance charges in the project till 01.07.2025 and thereafter till 30.11.2025 as a goodwill gesture and reflects the respondent' bona fide intent to support the allottees and mitigate any inconvenience they may have faced. The said waiver was communicated to the complainant as well vide the emails dated 25.04.2025, 23.06.2025, 28.07.2025, 28.09.2025 and 01.11.2025.

xi. The deliberate omission of this critical fact amounts to suppression of material information and undermines the credibility of the present claim. The complainant's attempt to seek further monetary relief despite already having benefited from such waiver clearly reveals a mala fide intent and renders the claim devoid of merit.

7. All other averments made in the complaint were denied in toto.



**E. Written Submission by respondent:**

- i. That the agreement for sale dated 07.03.2022 executed between original allottee and respondent, which is belatedly being challenged by the complainant, was based upon the model buyer-builder agreement as provided as Annexure A ("Model Buyer-Builder Agreement") under the Rule 8 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
  - ii. The complainant, stepping into the shoes of the original allottee in terms of the ATS and tripartite agreement, is now bound by the terms and conditions, and hence, cannot challenge the same. complainant had also sent a letter dated 10.09.2024 ("**letter from transferee**") wherein it had accepted and agreed that it shall abide by all the terms and conditions of the Agreement for Sale and would honour all the rights, interest, liabilities, obligations, etc. therein and any other document executed by the original allottee.
  - iii. The complainant, having executed the conveyance deed on 07.01.2026, upon which the respondent waived the outstanding interest amount of ₹1,41,411/- as a goodwill gesture, is not entitled to any further relief.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.





**F. Jurisdiction of the authority**

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

**F.I Territorial jurisdiction**

10. 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.

**F.II Subject matter jurisdiction**

11. 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.*

12. 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.

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

**G.I. Objection regarding force majeure conditions.**

13. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure OF Covid-19, ban on the use of underground water for construction purposes, heavy shortage of supply of construction material etc. However, all the pleas advanced in this regard are devoid of merit. The allotment and agreement were executed in year 2022, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the designated timeframe for possession accordingly. Consequently, any extension in timeframe for handover of possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e., 30.06.2024.

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

**H.I Direct the respondent to pay delay possession charges from the due date of possession, i.e., 30.06.2024, till valid offer of possession or physical handover of the unit, whichever is later.**

14. The original allottee i.e., Anuradha Yadav was allotted a unit bearing no. A-2402, 24th floor, tower-A, unit type – Penthouse + Pool (A2), admeasuring 590.21 sq. ft. super area in project of the respondent named "Waterfall Residences" at Sector-36 A, Gurugram. Thereafter, the original allottee sold the flat to complainant namely Inderjit Mehta Construction Private Limited i.e., subsequent allottee and executed





agreement to sale dated 15.05.2024. As per the agreement to sale dated 15.05.2024, original allottee sold the flat for Rs.7,33,00,000/- to the complainant stating that original allottee has paid Rs.5,16,47,931/- against the consideration and the remaining of Rs.2,16,52,069/- was to be paid by the complainant.

15. Further, the respondent has obtained the Occupation Certificate of the Tower in question on 12.12.2024. The subsequent allottee requested the respondent to transfer/sell the said unit to the complainant. Accordingly, the respondent vide letter dated 10.09.2024 issued a letter confirming substitution of name in the aforementioned apartment and the said apartment was transferred/endorsed in the name of the complainant. The complainant vide present complaint is seeking possession, delay possession charges and direction for execution of conveyance deed in his favour.
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 7.1 of the agreement to sale (in short, agreement) provides for handing over of possession and is reproduced below:

*7.1 Schedule for possession of the said Apartment for residential usage:*

*"The Promoter assures to offer the possession of the Apartment as per agreed terms and conditions to the Allottee on or before 30th June 2024 ("Completion Date"),*



*unless there is delay due to force majeure, court orders, government policy/guidelines, decisions affecting the regular development of the real estate Project. If, the Completion Date of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment."*

18. **Due date of possession and admissibility of grace period:** As per clause 7.1 of the agreement dated 07.03.2022, the possession of the allotted unit was supposed to be offered within a stipulated timeframe on or before 30th June 2024. Accordingly, in the present case, the due date of possession comes out to be 30.06.2024.

19. **Payment of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the 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.*

20. 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.

21. 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., 19.03.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
22. The definition of term 'interest' as defined under section 2(z) 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:

*"(z) "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;"*
23. On consideration of the documents available on record and submissions made by the parties regarding contravention as per 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 7.1 of the agreement, the possession of the subject apartment was to be delivered within stipulated time i.e., by 30.06.2024. The respondent has submitted that Tower A in which the flat of the complainant is located, stands complete and it has offered the same to the complainant on



17.12.2024 and conveyance deed has been registered on 07.01.2026. after receiving, the occupation certificate for the tower in question has on 12.12.2024.

24. In the instant case, the complainant is a subsequent allottee who had purchased the apartment from the original allottee on 05.05.2024 vide agreement to sale but requested the respondent to transfer/sell the said unit to the complainant only after the due date. Accordingly, the respondent vide letter dated 10.09.2024 issued a letter of transfer in favour of complainant on 10.09.2024 and executed a tripartite agreement with original allottee, complainant and respondent on 10.09.2024 i.e., after the due date. It simply means that the complainant was well aware about the fact that the construction of the tower where the subject unit is situated has not been completed and occupation certificate qua that part of project is yet to be obtained. However, he still chosen to proceed with execution of the agreement voluntarily which means that the complainant had accepted the factum of the delay. Moreover, he has not suffered any delay as the subsequent allottee-complainant herein came into picture only on 10.09.2024 when the subject unit was endorsed in his favour. Hence, in such an eventuality and in the interest of natural justice, delay possession charges can only be granted to the complainant from the date of endorsement dated 10.09.2024 i.e., date on which the complainant stepped into the shoes of the original allottee. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainant as per the terms and conditions of the agreement dated 07.03.2022. 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.

25. 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/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the date on which the complainant stepped into the shoes of the original allottee (date of endorsement letter) i.e., 10.09.2024 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 10.80% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**H.II Direct the respondent to set aside the alleged offer of possession dated 17.12.2024 since the said offer of possession has been issued, in violation of the provisions.**

**H.III Direct the respondent to hand over physical possession of the unit in habitable condition, along with all amenities, including car parking as per the terms and conditions of the BBA**

**H.IV Direct the respondent to the conveyance deed.**

26. The above-mentioned reliefs H.II to H.IV sought by the complainant are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
27. On consideration of documents available on record and submissions made by the parties, the Authority observed that the conveyance deed has already been executed in favour of complainant on 07.01.2026, the copy of the same has been placed on record. Hence, the above-mentioned reliefs sought by the complainant regarding set-aside of



offer of possession, handover of possession and execution of conveyance deed become infructuous in nature.

**H.V Direct the respondent to refrain from charging maintenance charges and club membership charges till handover of the unit or valid offer of possession.**

**H.VI Direct the respondent to refrain from charging holding charges.**

**H.VII That in the interest of justice, this authority should pass strict and stringent orders against errant Promoters and developers who take huge investments from innocent investors and then deny them the right to take possession as agreed at the time of sale. The purpose and legislative intent behind setting up this authority should also be kept into consideration while deciding the present complaint as the Respondent has not only treated the Complainant unfairly but many other such buyers.**

28. The above-mentioned reliefs H.V to H.VII sought by the complainant are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

29. That the financial liabilities between the allottee and the promoter comes to an end after the execution of the conveyance deed except its statutory rights. The complainant could have asked for the claim before the conveyance deed got executed between the parties. Therefore, after execution of the conveyance deed the complainant-allottee cannot seek refund of charges other than statutory benefits, if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no directions in this regard can be effectuated at this stage

#### **I. Directions of the authority**

30. 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 date of endorsement 10.09.2024 till valid offer of possession i.e., 17.12.2024 after obtaining occupation certificate, plus two months i.e., 17.02.2024 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. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
31. Complaint stands disposed of.
  32. File be consigned to registry.

Dated: 19.03.2026

  
**Phool Singh Saini**  
**(Member)**

Haryana Real Estate  
Regulatory Authority,  
Gurugram