

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

Complaint no.: 6006 of 2025
Complaint filed on: 15.12.2025
Date of decision: 23.04.2026

Mrs. Deepa Kothiyal
R/o: - House No. 111/A, Pandav Nagar, New Delhi- 110092 **Complainant**

Versus

M/s Sternal Buildcon Private Limited
Registered office: - Ground floor, Tower-A, Signature
Towers, South City-I, Gurugram, Haryana-122001 **Respondent**

CORAM:

Shri Phool Singh Saini **Member**

APPEARANCE:

Shri Deepa Kothiyal Complainant present in person
Shri Venket Rao (Advocate) Respondent

ORDER

1. The present complaint 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 provisions of the Act or the Rules and regulations made thereunder 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	"Signature Global City 81", Sector-81, Gurugram
	Project Area	11.9778 acres
2.	Nature of the project	Affordable Plotted Colony under DDJAY
3.	DTCP license no.	7 of 2021 dated 05.03.2021 Valid up to 04.03.2026 (Migrated from LC-1763 (80 of 2014))
	Name of licensee	STERNAL BUILDCON PVT. LTD.
4.	RERA Registered/ not registered	Registered RC/REP/HARERA/GGM/478/210/2021/46 for Floors dated 27.07.2021 Valid up to 28.02.2024
5.	Unit no.	Independent Floor no. 81-L54-B-3F in Block-B, on 3 rd floor in Plot no. B70 (As per BBA at page no. 25 of complaint)
6.	Unit admeasuring area	546.122 sq. ft. (Carpet Area) (As per BBA at page no. 25 of complaint)
7.	Date of booking application form	07.12.2022 (As per page no. 25 of complaint)
8.	Welcome letter	07.12.2022 (Page no. 12 of complaint)
9.	Provisional allotment letter	07.12.2022 (Page no. 61 of reply)
10.	Date of execution of builder buyer agreement	04.01.2023 (As on page no. 14 of complaint)
11.	Possession clause as per builder agreement	<p>7. POSSESSION OF THE RETAIL UNIT "7.1 Schedule for possession: - <i>The Promoter agrees and understands that timely delivery of possession is the essence of the Agreement.</i></p> <p><i>The Promoter assures to hand over possession by 30th June 2023 for plot nature of project and 28th February 2024 for floor nature of project unless there is a delay due to "Force Majeure", Court Order, Government Policy /guidelines, decision etc. affecting the regular the development of the real estate project. If the completion 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 Residential</i></p>



		<i>Independent Floor.</i> (Emphasis supplied) (As per BBA at page 36 of complaint)
12.	Due date of possession	28.02.2024 (As mentioned in the possession clause)
13.	Total sale consideration	Rs.86,19,614/- (As per clause 1.2 of the BBA at page no. 26 of complaint)
14.	Total amount paid by the complainant	Rs.84,18,584/- (As per customer ledger dated 16.04.2026 at page no. 6 of the additional document filed by the complainant on 08.05.2026)
15.	Occupation certificate and completion certificate	16.09.2024 (As per annexure R-8, at page 206 of reply)
16.	Offer of possession	28.09.2024 (Page no. 207 of reply)
17.	Demand cum pre intimation letter	19.09.2024, (Page no. 215 of reply)
18.	Reminder's letter	20.02.2026, 07.03.2026, 23.03.2026 (Page no. 218 and 219 of reply)
19.	Pre cancellation notice	20.03.2026 (Page no. 220 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- a) That the complainant booked unit no. 81-L54-B-3F in "Signature Global City 81" with the genuine expectation of timely possession, as the unit was purchased for immediate residential needs of the family and not for investment. As per Clause 7.1 of the Builder Buyer Agreement (BBA), the Respondent committed to deliver possession by February 2024, barring force majeure conditions. The Complainant and his family have been waiting anxiously for their home for over 15 months beyond the committed date, but the Respondent has neither offered possession nor disclosed any valid OC date or force majeure justification.



- b) The complainant has made several follow-ups and written multiple emails requesting about: the current construction status; the final possession date, and the date of obtaining the occupation certificate and a request to provide a copy of occupation certificate. However, the respondent has repeatedly provided only standard, templated, non-informative replies, without addressing any point specifically, thereby causing severe uncertainty, stress, and harassment. This demonstrates non-transparency and non-compliance with HRERA disclosure obligations.
- c) That the complainant has already paid Rs.64,64,711/- a substantial life-saving amount— towards the unit. The ongoing delay has put the complainant under serious financial strain, as he is forced to bear rent and EMI simultaneously, a burden that the family is struggling to manage.
- d) That the complainant, being a genuine homebuyer with urgent residential needs, is deeply distressed by the continuous delay and the Respondent's lack of transparency. As per clause 7.6 of the BBA and the Rule 16 of the HRERA Rules, 2017, the promoter/respondent is Legally bound to pay delay interest @ SBI MCLR + 2% per month for delay beyond the committed possession date.
- e) The ongoing delay has caused significant financial hardship, emotional distress, including rent/EMI burden and mental distress and disruption of family stability, which compels the Complainant to seek intervention of this Authority.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the respondent to pay monthly delay interest at the rate of SBI MCLR + 2% on the amount paid by the complainant.
 - II. To interest calculated from March 2024 till the actual date of lawful possession/OC Backed possession.



- III. To provide a detail delay interest calculation sheet up to the hearing date;
 - IV. To provide the exact date of issuance of OC for the relevant tower/block;
 - V. To provide a clear, final and committed possession timeline, not tentative
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 complainant herein in the year 2022, being in search of an apartment, learned about the Affordable housing project titled as '*Signature Global City 81*' at Sector 81, Gurugram being developed by the respondent.
 - ii. That on 07.12.2022, the complainant had applied for allotment of a residential independent floor in the project of the respondent, vide application no. 28333. Pursuant to the application for allotment, an independent floor was allotted vide provisional allotment letter dated 07.12.2022 to the complainant bearing independent floor unit No. 81-L54-B-3F having a carpet area of 546.122 sq. mtr in Block- B, on the 3rd floor upon the plot bearing no. B70 admeasuring 101.120 sq. mtr along with the stilt/basement parking (if the applicable charges have been paid). Further, the respondent had issued a welcome letter dated 07.12.2022 to the complainant.
 - iii. That on 04.01.2023, an agreement to sell, was executed for the said unit having sale price of Rs.82,11,430/- excluding all other charges, etc. as mentioned and agreed by the complainant under the agreement. It is to note, that the said agreement was signed by the complainant voluntarily with free will and consent without any demur.



- iv. That the complainant had applied for the independent floor only after the due diligence, verification was done, and post being fully satisfied with the project. As per the provision of **Clause 7.1 of the AFS**, the possession of the unit was proposed to be offered by 28.02.2024 unless there is a delay or failure due to force majeure events.
- v. That it is pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc., to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.
- vi. That due to unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. Such delay was neither intentional nor deliberate. The respondent was bound to adhere with the order and notifications of the Courts and the Government. Also, it is not out of the place to mention here that the Hon'ble Supreme Court in '**Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018**', keeping in view the bans imposed by NGT and other Government Authorities etc., allowed the promoter for the grace period for completion of construction.
- vii. That further, certain bans were imposed by the Commission for Air Quality Management in National Capital Region and Adjoining areas through their Grap orders whereby the ban on construction was imposed in the Delhi and NCR. The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below:

S. No.	AUTHORITIES/DATE OF ORDER	TITLE	DAYS AFFECTED



1.	Commission for Air Quality Management (NCR and Adjoining Areas) /29.10.2022	Order dated 29.10.2022	29.10.2022 to 14.11.2022 (17 days)
2.	Commission for Air Quality Management (NCR and Adjoining Areas) /04.12.2022	Order dated 04.12.2022	04.12.2022 to 07.12.2022 (4 days)
3.	Commission for Air Quality Management (NCR and Adjoining Areas) /30.12.2022	Order dated 30.12.2022	30.12.2022 to 04.01.2023 (6 days)
4.	Commission for Air Quality Management (NCR and Adjoining Areas) /06.01.2023	Order dated 06.01.2023	06.01.2023 to 15.01.2023 (10 days)
5.	Commission for Air Quality Management (NCR and Adjoining Areas) /02.11.2023	Order dated 02.11.2023	02.11.2023 to 28.11.2023 (27 days)
6.	Commission for Air Quality Management (NCR and Adjoining Areas) /22.12.2023	Order dated 22.12.2023	22.12.2023 to 01.01.2024 (11 days)
7.	Commission for Air Quality Management (NCR and Adjoining Areas) /14.01.2024 Add more till unit was cancelled	Order dated 14.01.2024	14.01.2024 to 18.01.2024 (5 days)
TOTAL		6 months approx.	

viii. That the delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. It may also be noted that the Respondent had carried out its obligations in AFS with utmost diligence. That after considering the above delay, the date to offer possession has to be extended by approximately 6 months approx.

ix. It is submitted that the Hon'ble High Court of Punjab and Haryana, Chandigarh in a recent judgement/order dated 24.12.2025 in RERA-APPL-



92-2025 and other similar connected matters, has accepted the arguments and submissions advanced on behalf of the Company/Developer with respect to the impact of the second wave of COVID-19, granting the benefit of an additional period of three months, as well as the Orders passed by Hon'ble Supreme Court, Government Authorities, National Green Tribunal (NGT) wherein the construction in the National Capital area has been stayed/banned from time to time and has remanded the matters to the Hon'ble Haryana Real Estate Appellate Tribunal (HREAT) for fresh consideration in view of the "*force majeure*" clause contained in the Builder Buyer Agreement/Agreement for Sale as parties are governed by the Builder Buyer Agreement/Agreement for Sale and the clauses therein.

- x. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 16.09.2024, the possession was offered to the complainant vide offer of possession letter dated 28.09.2024.
- xi. That the complainant defaulted in making the timely payments despite several demand and reminder letters sent to the complainant. The respondent had sent demand letters dated 29.12.2022, 08.08.2023, and 19.09.2024, but however, the complainant mostly defaulted in the payment of the outstanding dues, and evidently breached the terms and clauses of the agreement for sale which was duly signed between the respondent and the complainant, thereby showing their fraudulent intent. Further, the respondent had sent reminder letters dated 20.02.2026, and 07.03.2026, but however, the complainant ignored the payment of the outstanding dues of Rs.2,266,372/- along with the outstanding interest on late payment Rs.31,775/- after which the respondent being constrained had send the Pre-cancellation letter dated 23.03.2026.



- xii. That the complainant herein had defaulted in making the payment at various instances as per the Affordable Plotted Colony and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant was received after the lapse of the stipulated period, which led to levying of late payment charges on the complainant as per the Policy. The same is evident from the statement of account wherein the payment entries shows that the complainant has an outstanding amount of Rs.22,66,372/- Further the complainant at various occasions, had paid late payment charges due to default in making timely payments. further, showing the goodwill, the respondent had also provided a credit note to the complainant of Rs.3,12,500/-. Further, owing to the failed obligation of the complainant to pay the outstanding dues, the late payment fee of Rs.31,775/- was imposed upon the complainant.
- xiii. That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement to sell, is subject to various *force majeure* circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been duly handed over to the complainant and has been cancelled due to the default of the Complainant in clearing the dues.
- xiv. That the complainant sought relief of the delay possession charges. It is pertinent to mention that the complainant is not liable to said relief as the



possession has already been offered and the complainant himself failed to pay the dues and takeover the possession.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

E. 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.

E. 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 completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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 complainants at a later stage.

F. Findings on the objections raised by the respondent.

F. I Objection regarding force majeure conditions.

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of merit. The Authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 28.02.2024. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the booking application form as well as allotment letter had been issued by the respondent in favour of the complainant on 07.12.2022 and buyer's agreement was executed between the parties on 04.01.2023, which is much after the effect of Covid and hence, no grace period is allowed to the respondent.

G. Findings on the relief sought by the complainants.

G. I Direct the respondent to pay monthly delay interest at the rate of SBI MCLR + 2% on the amount paid by the complainant.

G. II To interest calculated from March 2024 till the actual date of lawful possession/OC Backed possession.

G. III To provide a detail delay interest calculation sheet up to the hearing date.

G. IV To provide the exact date of issuance of OC for the relevant tower/block.

G. V To provide a clear, final and committed possession timeline, not tentative.

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

15. The factual matrix of the case reveals that the complainant booked an Independent Floor no. 81-L54-B-3F in Block-B, on 3rd floor in Plot no. B70,



admeasuring carpet area 546.122 sq. ft. in the project "Signature Global City 81" being developed by the respondent. The complainant has paid Rs.84,18,584/- against the sale consideration of Rs.86,19,614/-. A buyer agreement w.r.t the allotted unit was executed between the parties on 04.01.2023.

16. The complainant herein 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. Further, clause 7.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"7.1 Schedule for possession -

The Promoter agrees and understands that timely delivery of possession is the essence of the Agreement.

*The Promoter assures to **hand over possession by 30th June 2023 for plot nature of project and 28th February 2024 for floor nature of project unless there is a delay due to "Force Majeure", Court Order, Government Policy/guidelines, decision etc. affecting the regular the development of the real estate project. If the completion 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 Residential Independent Floor....."***

(Emphasis supplied)

18. **Admissibility of grace period:** As per clause 7.1 of buyer's agreement, the respondent promoter has proposed to handover the possession to the complainant by 28.02.2024. The respondent requested for allowing 6 months grace period in lieu of Covid-19. However, it is observed that the booking application form had been issued on 07.12.2022 and buyer's agreement was executed on 04.01.2023 which is much after the affect of Covid and hence, no further grace period is allowed to the respondent.



19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, *ibid*. 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, *ibid* 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., 23.04.2026 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(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;"*

23. 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 them in case of delayed possession charges.
24. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The due date of handing over possession was 28.02.2024. Occupation certificate has been obtained by the respondent from the concerned authority on 16.09.2024 from the competent Authority.
25. During proceeding dated 23.04.2026, the complainant present in person along with her husband being to the notice of the Authority vide email dated 17.01.2026, (already taken on record). The relevant proportion of the email dated 17.01.2026, is reproduced fir ready reference: -

"noreply noreply@signatureglobal.in

To: manojkothiyal23@gmail.com<manojkothiyal23@gmail.com>

Cc: ERP <erp@signatureglobal.in>

Subject: Clarification in respect of Offer of Possession and Final Statement of Account

Dear Sir/Madam,

Due to an inadvertent clerical error, an incorrect date, i.e. 28.09.2024, has been mentioned on the Offer of Possession and Final Statement of Account, mailed to you on 16.01.2026 vide two separate mails, same be treated and read as 16.01.2026 (the date of intimation via email).

*Accordingly, the timelines of 505 days for payment and 535 days for execution of documents and **taking physical possession, which were system-generated based on the incorrect date, shall stand revised. The said timelines shall now be calculated afresh from the correct date of Offer of Possession and Final Statement of Account, i.e. 16.01.2026, and shall be treated as replaced by 30 days and 60 days respectively.***

This clarification shall be read as an integral and inseparable part of the Offer of Possession and Final Statement of Account already issued. You are requested to make the payment as per the Final Statement of Account and take over the physical possession of allotted unit.

Yours Sincerely,

Team CRM



Signature Global"

26. In view of the same, the Authority observes that the respondent company has offered the offer of possession letter dated 28.09.2024, after obtaining occupation certificate on 16.09.2024. Thereafter, vide email dated 17.01.2026, the respondent company itself admitted that ***due to an inadvertent clerical error, an incorrect date, i.e. 28.09.2024, has been mentioned on the offer of possession*** and final statement of account, mailed to you on 16.01.2026 vide two separate mails, same be treated and read as 16.01.2026 (the date of intimation via email). Accordingly, the timelines of 505 days for payment and 535 days for execution of documents and taking physical possession, which were system-generated based on the incorrect date, shall stand revised. The said timelines shall ***now be calculated afresh from the correct date of offer of possession*** and final statement of account, i.e. 16.01.2026, and shall be treated as replaced by 30 days and 60 days respectively. The Authority is of the considered view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities to handover the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 28.02.2024 till the date of valid offer of possession (16.01.2026) plus two months i.e., 16.03.2026 or till the date of 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, *ibid*.
27. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 28.02.2024 till the date of valid offer of possession (16.01.2026) plus two months i.e., 16.03.2026 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, *ibid*.



28. Further, 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 complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent has obtained the occupation certificate on 16.09.2024 from the competent Authority. In view of the above, the respondent is directed to handover possession of the unit and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

H. Directions of the Authority

29. 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 pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 28.02.2024 till the date of valid offer of possession (16.01.2026) plus two months i.e. up to 16.03.2026 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, *ibid*. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.
- II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act, 2016.
- III. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period



- IV. The respondent is directed to handover the physical possession of the allotted unit as per specification of the buyer's agreement entered into between the parties, as the obtaining of occupation certificate from the competent authority in terms of Section 11(4)(b) read with Section 17 of the Act, 2016. The respondent is further directed to get the conveyance deed of the allotted unit executed in the favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.
- V. The respondent shall not charge anything from the complainant which is not the part of builder buyer's agreement. The respondent is not entitled to charge any amount against holding charges from the complainant /allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.
30. Complaint as well as applications, if any, stand disposed off accordingly.
31. File be consigned to registry.

Dated: 23.04.2026

HARERA
GURUGRAM


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