

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

**Date of decision : 13.02.2026**

1. Rajni Parashar

2. Saurabh Parashar

**Address:** - CA/4D, DDA Flats, Munirka,  
Southwest Delhi, Delhi - 110067

**Complainants**

Versus

M/s Sternal Buildcon Private Limited

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

**Registered Address:** 13th floor, Dr. Gopal Das Bhawan,  
28 Barakhamba Road, Connaught Place,  
New Delhi Central Delhi 110001

**Respondent**

**CORAM:**

Shri Arun Kumar

**APPEARANCE:**

Shri Jaswant Kataria

Ms. Anjalika Sharma

**Chairman**

**Counsel for Complainant**

**Counsel for Respondent**

**ORDER**

1. The above complaints have been filed by the complainants/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the

provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1	Name and location of the project	Signature Global City 81, Village Nakhdola Sector-81, Sohna Gurugram
2	Nature of the project	Affordable residential plotted colony (DDJAY)
3	Project area	11.9778 acres
4	DTCP license no.	7 of 2021 dated 05.03.2021 valid upto 04.03.2026
5	Name of licensee	Logical developers private limited
6	RERA Registered/ not registered	45 of 2021 dated 27.07.2021 upto 30.06.2023 further extended upto 28.06.2025
7	Unit no.	81-D72, B-1F
8	Unit area admeasuring	546.12 sq. ft. 89.08 sq. ft.
9	Date of application form	14.11.2022 [page 19 of the reply]
10	Date of allotment letter dated	14.11.2022 [page 40 of the reply]
11	Date of builder buyer agreement	25.11.2022 [Page 41 of the reply]
12	Possession Clause	<b>7. POSSESSION OF THE RESIDENATIAL INDEPENDENT FLOOR</b> <b>7.1 Schedule for possession</b> <i>The promoter agrees and understands that timely delivery of possession is the essence of the Agreement. The Promoter assures to handover possession by 30th June 2023 for the plot nature of project and 28th February 2024 for floor nature of project unless there is delay due to "force majeure", Court orders,</i>

		<i>Government policy/guidelines, decisions, etc, affecting the regular development of the real estate project.</i>
13	Due date of possession	28.02.2024 [in terms of clause 7.1 of the BBA]
14	Total sale consideration	Rs. 79,88,611/- [Statement of account dated 20.09.2025 at 179 of reply]
15	Amount paid by the complainants	Rs. 79,88,611/- [Page 147 of reply]
16	Occupation certificate	16.09.2024 [Page 132 of the reply]
17	Offer of possession	28.09.2024 [Page 133 of the reply]
18	CD executed on	02.06.2025 [Page 135 of the reply]

**B. Facts of the complaint.**

3. The complainants have made the following submissions in the complaint:
- I. That the Respondent, a reputed real estate developer operating in Delhi NCR, launched a premium plotted housing colony along with residential independent floors and commercial space under the name "Signature Global City - 81", situated at Village Nakhdola, Sector-81, Gurugram, Haryana.
  - II. That the Complainants, on 14.11.2022, applied for booking of Independent Floor Unit No. 81-D72-B-1F, Block-B, having a Carpet Area of 546.122 sq. ft., 1st Floor, on Plot No. B-52 admeasuring 101.120 sq. metres, together with stilt/basement parking. The Total Sale Consideration was Rs. 78,77,139/- (Rupees Seventy-Eight Lakh Seventy-Seven Thousand One Hundred Thirty-Nine Only) including applicable taxes, which has been duly paid by the Complainants.

- III. That an Agreement for Sale (hereinafter "the Agreement") was duly executed between the parties on 25.11.2022. As per Clause 7.1 of the Agreement, the Respondent was obligated to hand over possession of the unit to the Complainants on or before 28.02.2024.
- IV. That the Respondent repeatedly assured the Complainants that possession of the said unit would be handed over strictly within the stipulated timeline of 28.02.2024, including possession of the completed 24-meter-wide road, which was an essential component of the project and a major factor influencing the Complainants' decision to purchase the unit.
- V. That the Respondent had specifically represented that a 24-meter-wide road would be constructed as part of the project infrastructure. The Complainants relied upon this assurance as the existence of this road is crucial for accessibility, connectivity, and valuation of the property.
- Initially, the Respondent kept the Complainants in the dark and continued assuring them that possession—along with the completed 24-meter road—would be delivered by 30.06.2023 for plot purchasers and by 28.02.2024 for independent floors, as per the Agreement.
- VI. However, despite expiry of the possession date, the 24-meter road remains unconstructed. The Respondent is now offering possession without completion of the essential 24-meter-wide road, which defeats the very purpose and value of the unit purchased. Despite repeated requests and reminders from the Complainants, the Respondent is not taking any concrete steps to construct the road and is instead giving evasive and baseless excuses.

This clearly demonstrates delay, deficiency in service, and breach of contractual obligations on the part of the Respondent.

- VII. That the absence of the 24-meter road renders the possession incomplete and unacceptable. The Respondent is attempting to shirk its contractual and statutory obligation to construct and deliver this road, despite the fact that the Complainants have fulfilled their part of the contract by paying the entire sale consideration.
- VIII. That the Complainants have paid the full amount of Rs. 78,77,139/-, which has been acknowledged by the Respondent, yet the vital infrastructure—i.e., the 24-meter road—remains incomplete. The Complainants have repeatedly raised objections and expressed dissatisfaction with the Respondent's negligent and malafide conduct. Numerous requests were made for timely completion of the said road, but the Respondent has failed to take corrective action.
- IX. That this Authority has territorial jurisdiction to adjudicate the present complaint, as the project is situated in Gurugram, the Respondent carries on its business within the jurisdiction, and the entire cause of action has arisen within the jurisdiction of this Authority. The requisite court fee has been duly paid.
- C. Relief sought by the complainants:**
4. The complainants have sought following relief(s).
- I. Direct the respondent to pay delay possession charges along with interest.
- II. The respondent be directed to handover physical possession of the Flat No. 81- D53-B-3F in Block B having carpet area of 546.12 Sq. Feet on 3<sup>rd</sup> Floor along with Parking.

- III. Direct the Respondent/Director to construct a 24-metre-wide road strictly as per the approved site plan of the Respondent, leading directly to the restaurant, or alternatively to pay the cost required for construction of the said road, and further to pay the litigation costs incurred by the Complainants.
- IV. Direct the Respondent/Director to pay a sum of ₹5,50,004/- to the Complainants as compensation for mental agony, physical harassment, and inconvenience caused due to the acts and omissions of the Respondent, along with litigation costs.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.
- D. Reply by the respondent.**
6. The respondent has contested the complaint on the following grounds.
- I. That the Complainants has intentionally concealed the correct/complete facts and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The Complainants is raising false, frivolous, misleading, and baseless allegations against the Respondent with intent to make unlawful gains.
  - II. That the Complainants has not approached the Ld. Authority with clean hands and has suppressed relevant facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost.
  - III. That the Complainants herein in the year 2022, being in search of an independent floor, learned about the project titled '*Signature Global City*



81' at Sector 81, Gurugram (*hereinafter referred to as 'Project'*) being developed by the Respondent.

- IV. That on 14.11.2022, the complainants applied for allotment of a unit in the project of the Respondent vide application no. 27952. Pursuant to the application for allotment, an independent floor was allotted vide Allotment letter dated 14.11.2022 to the complainants bearing Unit No. 81-D72-B-1F in Block- B, on the 1<sup>st</sup> floor having carpet area of 546.122 sq. ft. along with the basement/stilt parking (if the applicable charges has been paid). That on 25.11.2022, an Agreement to Sell (*hereinafter referred to as 'Agreement'*), was executed for the said unit having a Sale Price of Rs. 78,77,138/-, excluding all other charges, taxes, etc. as mentioned and agreed by the Complainants under the Agreement. It is to note, that the said Agreement was signed by the Complainants voluntarily with free will and consent without any demur.
- V. That it is submitted that the Complainants had applied for the unit only after the due diligence, verification were done, and post being fully satisfied with the Project. That as per the provision of *Clause 7.1 of the Agreement*, the possession of the unit was proposed to be offered by 28<sup>th</sup> February unless there is a delay or failure due to force majeure events.
- VI. That as per Clause 7.1 of the Agreement, the Respondent is entitled for an extension of the timeline affected due to *force majeure* circumstances. That it may be noted that the committed date of possession fell at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance (MOF) vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 (six) months period for fulfilling the contractual

obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the Regulatory Authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 (six) months due to outbreak of covid 19.

- VII. That subsequently, upon removal of the Covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the Project. Despite facing shortage in workforce, materials and transportation, the Respondent managed to continue with the construction work and completed the project. That the Respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the Project.
- VIII. In the interest of justice, the Respondent being a *bona-fide* may also be entitled to an extension for the inadvertent delay so caused in the construction of the Project owing to the world wide Covid-19 pandemic.
- IX. That in addition to the abovementioned hindrances, it is also 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.



- X. That the other causes for the delay are mentioned below:
- **Date of order: 07.11.2017:** Environment Pollution (Prevention and Control Authority) had directed the closure of all brick kilns stones crusher hot mix plants etc., with effect from 07.11.2017: -  
*The bar for the closure of stone crushers simply put an end to the construction activity as in the absence of crushed stones and bricks carrying on of construction were simply not feasible. The respondent eventually ended up locating alternatives with the intent of expeditiously concluding construction activities but the previous period of 90 days was consumed in doing so. The said period ought to be excluded while computing the alleged delay attributed to the Respondent by the Complainants. It is pertinent to mention that the aforesaid bar stands in force regarding brick kilns till date is evident from orders dated 21.12.2019 and 30.01.2020. Days Effected 90 Days.*
  - **Date of Order: - 29.10.2018**  
Directions: Haryana State Pollution Control Board, Panchkula had passed the order dated 29<sup>th</sup> of October 2018 in furtherance of directions of Environment Pollution (Prevention and Control) Authority dated 27<sup>th</sup> October 2018. By virtue of order dated 29<sup>th</sup> of October 2018 all construction activities involving excavation, construction (excluding internal finishing/work where no construction material was used) were directed to remain closed in Delhi and other NCR Districts from 1<sup>st</sup> to 10<sup>th</sup> November 2018. On account of passing of aforesaid order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period. Period of Restriction/Prohibition: - 1<sup>st</sup> November 2018 to 10<sup>th</sup> November 2018. **Days Affected: - 10 Days**
  - **Date of order: - 24.12.2018**

Directions vide Notification DPCC/PA to MS/2018/7919-7954 dated 24-12-2018, Delhi Pollution Control Committee banned the Construction activities in Delhi, Faridabad, Gurugram, Ghaziabad and Noida till December 26, 2018. **Days affected: - 3 days**

➤ **Date of Order: - 11.10.2019**

Directions: Commissioner, Municipal Corporation, Gurugram had passed order dated 11th of October 2019 whereby construction activity had been prohibited from 11<sup>th</sup> of October 2019 to 31<sup>st</sup> of December 2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period. On account of passing of aforesaid order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period. Period of Restriction/Prohibition: - 11<sup>th</sup> of October 2019 to 31<sup>st</sup> of December 2019. **Days Affected: - 81 days.**

➤ **Date of Order 01.11.2019**

Directions: Environment Pollution (Prevention & Control) Authority for the National Capital Region had passed order dated 01<sup>st</sup> November 2019 whereby construction activity had been prohibited from 01.11.2019 to 05.11.2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period. On account of passing of aforesaid order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period. Period of

Restriction/ Prohibition: - 1th of November 2019 to 5th of November 2019. **Days Affected: - 5 days.**

- XI. 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.
- XII. 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 Agreement with utmost diligence.
- XIII. 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 complainants vide offer of possession letter dated 28.09.2024. Further, the conveyance deed was also executed on 02.06.2025 between the parties and the possession has taken over. That it is pertinent to mention here that the Complainants 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 Complainants was received after the lapse of stipulated time period which led to levying of late payment charges on the Complainants as per the Policy. The same is evident from the Statement of Account wherein the payment entries shows that at various occasions, the Complainants had paid late payment charges amounting to Rs. 4,69,963.03/- due to default in making timely payments.
- XIV. That the Complainants 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, 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 Complainants 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 Complainants.

- XV. That the project in question has already been completed, an occupation certificate was obtained on 16.09.2024, and the possession was offered on 28.09.2024. Therefore, despite offering the possession, the Complainants the possession has been taken over. That there exists no cause of action as much as in favour of the Complainants or against the Respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove. That the complainants sought relief to construct the 24 meter road. It is pertinent to mention that the complainants is not liable to said relief as the said road is outside the scope of the Respondent and comes under the jurisdiction of the appropriate authorities and state government
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.
- E. **Jurisdiction of the authority**
8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

### **E.I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

### **E.II Subject-matter jurisdiction**

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

#### **Section 11**

.....

(4) The promoter shall-

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

#### **Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

### **F. Findings on the relief sought by the complainants.**

- F.I Direct the respondent to pay delay possession charges along with interest.
- F.II The respondent be directed to handover physical possession of the Flat No.81- D53-B-3F in Block B having carpet area of 546.12 Sq. Feet on 3<sup>th</sup> Floor along with Parking.
- F.III Direct the Respondent/Director to construct a 24-metre-wide road strictly as per the approved site plan of the Respondent, leading directly to the restaurant, or alternatively to pay the cost required for construction of the said road, and further to pay the litigation costs incurred by the Complainants.
- F. IV. Direct the Respondent/Director to pay a sum of ₹5,50,004/- to the Complainants as compensation for mental agony, physical harassment, and inconvenience caused due to the acts and omissions of the Respondent, along with litigation costs.
12. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:
- "Section 18: - Return of amount and compensation***
- 18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
- .....*
- Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*
13. Clause 7.1 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**7.1** *The promoter agrees and understands that timely delivery of possession is the essence of the Agreement. The Promoter assures to handover possession by 30th June 2023 for the plot nature of project and 28th February 2024 for floor nature of project unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc, affecting the regular development of the real estate project.*

**14. Admissibility of delay possession charges at prescribed rate of interest:**

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

**Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**

**(1)** *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

15. 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.

16. 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., 13.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

17. 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;"*

18. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e.,10.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
19. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 7.1 of the Apartment Buyer's Agreement dated 25.11.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 28.02.2024. However, the Respondent failed to hand over possession by the said committed date,

thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

20. The respondent/promoter is directed to pay interest to the complainants on the amount paid by the complainants at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till offer of possession i.e. 28.09.2024 plus two months, in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

F.II Direct the Respondent/Director to construct a 24-metre-wide road strictly as per the approved site plan of the Respondent, leading directly to the restaurant, or alternatively to pay the cost required for construction of the said road, and further to pay the litigation costs incurred by the Complainants.

F.III Direct the Respondent/Director to pay a sum of ₹5,50,004/- to the Complainants as compensation for mental agony, physical harassment, and inconvenience caused due to the acts and omissions of the Respondent, along with litigation costs.

21. With respect to the relief relating to the construction of a 24-metre-wide road, the Complainants is at liberty to avail and pursue appropriate remedies before the competent authority.
22. Further, with regard to the relief of compensation for mental agony, physical harassment, and monetary loss, the Complainants is at liberty to approach and seek such relief before the Adjudicating Officer under Section 71 read

with Section 72 of the Real Estate (Regulation and Development) Act, 2016, in accordance with law.

**G. Directions of the Authority**

23. 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/promoter is hereby directed to pay interest to the complainants on the amount paid by the complainants at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till offer of possession i.e., 28.09.2024 plus two months in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.
- ii. The arrears of such interest accrued from 28.02.2024 till the date of order by the authority shall be paid by the respondent/promoter to the complainants within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainants are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by



the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

v. The respondent/promoter shall not charge anything from the complainants which is not the part of the buyer's agreement.

24. The complaint and application, if any, stands disposed of.

25. File be consigned to registry.

  
(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026