

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

Date of order: 13.02.2026

NAME OF THE BUILDER		M/S VIKAS PARKS PRIVATE LIMITED	
PROJECT NAME		"HERO HOMES" at Sector-104, Village Dhanwapur, Gurugram	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3669/2025	Naveen Singh Negi and Sameeksha Negi V/S M/s Vikas Parks Private Limited	Shri Gaurav Bhardwaj, Advocate And Shri Vikash Verma, Advocate
2.	CR/4583/2025	Amit Arora and Sneha V/S M/s Vikas Parks Private Limited	Shri Gaurav Bhardwaj, Advocate And Shri Sumesh Malhotra, Advocate

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of both the complaints titled as above filed before the Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "**Hero Homes**" being developed by the same respondent/promoter i.e., M/s Vikas Parks Private Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking delay possession along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	" Hero Homes ", Sector-104, Village Dhanwapur, Gurugram.
Project Area	9.053 Acres (Total area 34.0228 acres)
Nature of the project	Residential Group Housing Colony
DTCP License No.	246 of 2007 dated 29.10.2007 valid up to 28.10.2024, 56 of 2011 dated 23.06.2011 valid up to 22.06.2024, 37 of 2012 dated 22.04.2012 valid up to 21.04.2025, 66 of 2012 dated 21.06.2012 valid up to 20.06.2025, 67 of 2012 dated 21.06.2012 valid up to 20.06.2025, 43 of 2014 dated 16.06.2014 valid up to 15.06.2024, 44 of 2014 dated 16.06.2014 valid up to 15.06.2024.
RERA Registered	Registered 24 of 2018 dated 13.11.2018 Valid up to 13.08.2023
RERA Extension	i. Extension No. 01 of 2024 dated 29.04.2024 ii. PROJECT CONTINUATION-RC/REP/HARERA/ GGM/24 of 2018/7(3)/64/ 2025/06 DATED 27.03.2025 Valid up to 28.02.2027
Possession clause: -	7.1. Possession of the said apartment along with parking: "...The The Promoter assures to handover possession of the apartment for residential usage along with parking, on or before 31.08.2023, unless there is delay due to force majeure, court orders, government policy/guidelines....."

Due date of possession:	28.02.2024 [31.08.2023 + grace period of 6 months on account of Covid-19] Note: A grace period of 6 months is allowed being unconditional.
Occupation certificate: -	20.01.2025 [For Tower- 1 to 4] & 07.01.2026 [For Tower- 5 to 7]
Offer of possession: -	25.02.2025

Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of AL & BBA	Total sale consideration and amount paid
1.	CR/3669/2025 Naveen Singh Negi and Sameeksha Negi Vs. M/s Vikas Parks Private Limited DOF 06.08.2025 Reply 09.01.2026	T-03/2502 on 25th floor, Tower-02. 1099 sq. ft. (super area) 683.83 sq. ft. (carpet area) [page 40 of complaint]	Allotment letter: 25.03.2019 [page 40 of complaint] BBA: 03.05.2019 [page 43 of complaint]	TSC: - Rs.72,34,369/- [as mentioned in clause 1.2 of BBA at page 47 of the complaint] AP: - Rs.73,90,895/- [as mentioned in customer ledger dated 21.04.2025 at page 74-76 of complaint]
2.	CR/4583/2025 Amit Arora and Sneha Vs. M/s Vikas Parks Private Limited DOF 28.08.2025 Reply 09.01.2026	T-01/1803 on 18th floor, Tower-01. 1359 sq. ft. (super area) 861.97 sq. ft. (carpet area) [page 51 & Clause] of BBA at page 55 of complaint]	Allotment letter: 28.05.2019 [page 51 of complaint] BBA: 12.04.2019 [page 53 of complaint] Addendum to BBA: 26.07.2019 [page 86-96 of complaint] Possession letter: 19.07.2025 [Page 115 of complaint]	TSC: - Rs.88,32,818/- [as mentioned in clause 1.2 of addendum to BBA at page 90 of the complaint] AP: - Rs.90,16,963/- [as mentioned in customer ledger dated 21.03.2025 at page 97-99 of complaint] CD: 04.08.2025 [page 118-153 of complaint]

The complainants in the above complaint(s) have sought the following reliefs:

1. Direct the respondent to pay remaining delay possession charges;
2. Direct the respondent to pay delayed possession charges to the complainants on the principal amount paid by the complainants, from the due date of possession till the actual handing over after receipt of valid occupation certificate and after the completing the unit as per specifications mentioned in the agreement;
3. Direct the respondent to not to charge any amount beyond the amount as mentioned in BBA;
4. Direct the respondent to not to levy any holding charges from the complainants;
5. Direct the respondent to not to levy any maintenance charges from the complainants till date of actual handover;
6. Any other relief as Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing complaint
BBA	Builder Buyer's Agreement
BSC	Basic Sale consideration
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)
CD	Conveyance Deed

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
5. It has been decided to treat the aforesaid complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3669/2025 titled as Naveen Singh Negi and Sameeksha Negi Vs. M/s Vikas Parks Private Limited** are being taken into consideration for

determining the rights of the allottee(s) qua the reliefs sought by the complainants-allottees.

A. Unit and Project related details:

7. The particulars of the project, the details of 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:

***CR/3669/2025 titled as Naveen Singh Negi and Sameeksha Negi
Vs. M/s Vikas Parks Private Limited***

S. N.	Particulars	Details
1.	Name and location of the project	"Hero Homes Tower-8", Sector-104, Village Dhanwapur, Gurugram.
2.	Project area	9.053 Acres (Total area 34.0228 acres)
3.	Nature of the project	Residential Group Housing
4.	DTCP license no. and validity status	246 of 2007 dated 29.10.2007 valid up to 28.10.2024, 56 of 2011 dated 23.06.2011 valid up to 22.06.2024, 37 of 2012 dated 22.04.2012 valid up to 21.04.2025, 66 of 2012 dated 21.06.2012 valid up to 20.06.2025, 67 of 2012 dated 21.06.2012 valid up to 20.06.2025, 43 of 2014 dated 16.06.2014 valid up to 15.06.2024, 44 of 2014 dated 16.06.2014 valid up to 15.06.2024.
5.	Name of the Licensee	M/s Mabon Properties Pvt. Ltd. & others
6.	RERA registered/ not registered and validity status	Registered 24 of 2018 dated 13.11.2018 Valid up to 13.08.2023
7.	RERA Extension	Extension No. 01 of 2024 dated 29.04.2024
8.	RERA Extension	PROJECT CONTINUATION- RC/REP/HARERA/GGM/24 of 2018/7(3)/64/2025/06 DATED 27.03.2025 Valid up to 28.02.2027
9.	Unit no.	T-03/2502 on 25th floor, Tower-03.

		(as mentioned in allotment letter at page 40 of complaint)
10.	Unit area	1099 sq. ft. (super area) (as mentioned in allotment letter at page 40 of complaint)
11.	Allotment letter	25.03.2019 (as per page 40 of complaint)
12.	Date of execution of buyer's agreement	03.05.2019 (as per page 43 of complaint)
14.	Possession clause	7. Possession of the apartment for residential usage: <i>7.1... The promoter assures to handover possession of the apartment for residential usage along with parking on or before 31.08.2023 unless there is delay or failure due to "Force Majure" ...</i> (Emphasis supplied) (as per page 51 of the complaint)
15.	Due date of possession	28.02.2024 [31.08.2023 + grace period of 6 months on account of Covid-19] (as mentioned in para 7.1 of the buyer's agreement at page 51 of complaint)
16.	Total sale consideration	Rs.72,34,369/- (as mentioned in clause 1.2 of BBA at page 47 of the complaint)
17.	Amount paid by the complainants	Rs.73,90,895/- (as per mentioned in the customer ledger dated 21.04.2025 at page 74-76 of complaint)
18.	NOC for remove of lien of State Bank of India	31.08.2024 (As per page 80 of complaint)
19.	Tripartite agreement [B/w Complainant, respondent & Bank of India] For loan of Rs.48,05,000/-	04.09.2024 (As per page 84-90 of complaint)
20.	Occupation certificate	20.01.2025 [For Tower- 1 to 4] & 07.01.2026 [For Tower- 5 to 7]

		(As per page 232-234 of reply also as per copy of OC available at TCP, Haryana Official website)
21.	Intimation to the allottees Via Email w.r.t Receipt of OC	23.01.2025 (page 37-38 of reply)
22.	Offer of possession	25.02.2025 (page 94-99 of complaint)

B. Facts of the complaint: -

8. The complainants have made the following submissions: -

- a. That the respondent advertised about the launch of its new group housing project namely "Hero Homes" located in Sector-104, Dwarka Expressway, Gurugram, Haryana. The said respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project nurture wellness and enhance lifestyle with a host of unique and modern facilities providing seamless connectivity to Delhi through a network of flyovers. It was further represented that the project will be a paradise in its own right, featuring 2BHK and 3BHK with a carpet area of over 1000 square feet, equipped with more than 100 amenities.
- b. That believing the false assurances and misleading representations of the respondent in their advertisements and relying upon the goodwill of the respondent, the complainants booked a unit vide application in the said project by making a payment of Rs.1,00,000/- vide instrument bearing no. 848067 dated 14.02.2019 and Rs.3,00,000/- vide instrument bearing no. 848068 dated 25.02.2019 drawn on Syndicate Bank against the total sale consideration of Rs.72,34,369/-.
- c. That on 25.03.2019, the respondent sent an allotment letter allotting the unit bearing no.T-03/2502 (Apartment 2BHK 2 Toilet 3 Balcony) on 25th floor located in Tower no. T-02, ad measuring carpet area 683.83 sq. ft. and super area 1099 sq. ft. along with basement parking no. B2-287 ad measuring 134.55 sq. ft. in basement no.02 in the Group Housing Society

known as Hero Homes, Sector-104, Dwarka Expressway, Gurugram, Haryana.

- d. That thereafter, an agreement to sell was executed between the complainants and the respondents on 03.05.2019 for the unit in question wherein under clause 7.1 of the agreement to sell, the respondent undertook to complete construction and handover possession of the unit in question along with parking within 51 months from the date of execution of agreement to sale i.e. by 31.08.2023.
- e. That the respondent kept raising payment demands and the complainant kept making payment in accordance with said demands only in the hope of getting possession. Till date, the complainants have made 95% payment of Rs.71,57,954/- as against the total sale consideration of Rs.72,34,369/- in accordance with the demands raised by the respondent.
- f. That the complainant approached for home loan from State Bank of India to purchase the unit in question from the respondent. Subsequently the State Bank of India approved a loan amounting to Rs.52,00,000/- @ 6.70% p.a. (which was later increased to 9.20% p.a.), on a variable Rate basis for a time period of 20 years for which the complainant is paying a monthly instalment amounting to Rs.20,000/- per month.
- g. That on 26.02.2024, the complainant sent an email to the respondent regarding the amount received from the respondent as they include the time of NGT relaxation order along with the dates of construction bans imposed over the last few years and COVID-related six-month extension order that impacted the project's timeline. It is imperative to mention here that the GST Council reduced the applicable GST rate on residential properties from 12% to 5%. Furthermore, it is to be noted that despite the said reduction the respondent continued to levy and collect GST at the rate

- of 18% from the complainant on the amount payable towards the said property.
- h. That thereafter the complainant transferred his home loan from State Bank of India to Bank of India. A tripartite agreement dated 04.09.2024 was executed between the complainant, respondent and Bank of India which was duly acknowledged by the respondent. That the complainant had no choice but to rely on the representations made by the respondent. However, despite the passing of the possession due date as per the agreement for Sale, the respondent has clearly failed to deliver possession of the unit on agreed date.
- i. That on 01.01.2025 the complainants received a revised customer ledger from the respondent wherein the respondent has paid an amount to the complainants as a compensation against the delay possession charges amounting to Rs.1,20,620/- vide instrument bearing no. BOAMR/0054124-25 dated 24.02.2025 and Rs.1,20,620/- vide instrument bearing no. BOAMR/0054224-25 dated 24.02.2025 totaling the amount to Rs.2,41,240/- as per the calculation of the respondent.
- j. That later, vide letter dated 25.02.2025 titled as "demand notice and offer of possession", the respondent informed the complainants that the unit bearing no. 2401, located on 24th Floor is ready for physical possession. Subsequently, the respondent requested the complainants to clear the pending dues as per the said letter dated 25.02.2025.
- k. That the complainant sent an email to the respondent wherein the complainant informed the respondent about the above-mentioned demand letter payment paid by the complainant amounting to Rs.5,97,019.82/- vide instrument bearing no. BKIDA25060339031 dated 01.03.2025 along with TDS amount to Rs.7,021/-. Subsequently, the complainant requested the

respondent to adjust the TDS amount for future expenses or other charges pertaining to the unit but to no avail.

- i. That at the time of purchase of the unit in question, the respondent assured the complainant that the project will be completed on time and all the necessary government approvals would be obtained on time and subsequently; after obtaining occupation certificate from the concerned department, the respondent shall endeavor to handover the possession of the unit to the complainants.
- m. That the respondent had committed to obtain the OC and handing over possession on time. However, the prospects of possession being offered in the near future appear uncertain, as the respondent applied for the OC only after the possession due date had passed and has also raised a payment demand. That occupation certificate has been granted on 20.01.2025.
- n. That it is imperative to mention here that all through this while, the complainant kept reiterating that the delay in handover of possession has caused extreme mental agony as well as financial hardship to him. Accordingly, by way of the present complaint, the complainant seek direction to the respondent for obtaining occupation certificate and handing over of possession of the unit in question along with delay possession charges owing to the delay in handing over of possession in accordance with the builder buyer agreement.
- o. The aforesaid series of events clearly portray the amount of harassment and mental agony the complainant has gone through till date. Even after a lapse of more than 5 years from the date of booking, the complainant has been left empty handed, under financial distress as the respondent has failed in offering and handing over possession of the unit booked by the complainant, thereby duping the complainant of her hard-earned money and causing them great mental trauma.

- p. That the present complaint has been filed in order to seek delayed possession charges on the principal amount paid by the complainant along with interest at the rate prescribed as per RERA, 2016 and HRERA Rules, 2017 from the due date of possession. That the present complaint has been filed in order to seek possession of the unit and interest on the delayed possession along with the other reliefs as mentioned in the relief clause of the complaint.
- q. That as per Section 11(4) of the RERA Act, 2016, the promoter is liable to abide by the terms and agreement of the sale. That as per Section 18 of the RERA 2016, the promoter is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. Accordingly, the complainant is entitled to get interest on the paid amount along with interest at the rate as prescribed by the Authority per annum from due date of possession as per flat buyer agreement till the date of handing over of possession.
- r. The complainant also reserves right to file separate complaint for compensation as and when required before the appropriate forum/ authority.
- C. Relief sought by the complainants:**
9. The complainants have sought following relief:
- i. Direct the respondent to pay remaining delay possession charges;
 - ii. Direct the respondent to pay delayed possession charges to the complainants on the principal amount paid by the complainants, from the due date of possession till the actual handing over after receipt of valid occupation certificate and after the completing the unit as per specifications mentioned in the agreement;
 - iii. Direct the respondent to not to charge any amount beyond the amount as mentioned in BBA;
 - iv. Direct the respondent to not to levy any holding charges from the complainants;

- v. Direct the respondent to not to levy any maintenance charges from the complainants till date of actual handover;
 - vi. Any other relief as Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.
10. 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 filed by the respondent:

11. The respondent has contested the complaint on the following grounds:
- a. That the respondent submits that all the developmental activities as were required to be carried out, stood accomplished and executed on spot and no further development activity of any kind or nature remains to be carried out or left out from being executed qua the unit/ apartment in question i.e. T-03/2502 in Tower 03 on 25th Floor admeasuring carpet Area 683.83 and Super Area 1099 Sq. Ft. with one parking B-2/287 admeasuring 134.55 Sq. Ft. in the basement ("Apartment") in the group housing society known as Hero Homes, Sector 104, Dwarka Expressway, Gurugram, Haryana. In view whereof, the Respondent had applied for occupancy certificate on 21.02.2024 and the same was subsequently received on 20.01.2025 from the Directorate of Town and Country Planning, Haryana ("DTCP, Haryana"). Accordingly, the allegations which are now being raked up by way of the present Complaint, are ex-facie superficial, frivolous and without any basis. At the outset, the respondent humbly submits that each and every averment(s) and contention(s), as made by the complainant in the instant complaint, unless specifically admitted, are categorically denied and may be read as travesty of facts.
 - b. That the instant complaint is liable to be dismissed for being frivolous, misconceived and untenable in the facts and circumstances of the present case. That the complainant has no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous

interpretation of the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") as well as an incorrect understanding of the terms and conditions of the agreement for sale dated 03.05.2019 registered on 30.05.2019 ("Agreement") as shall be evident from the submissions made in the following paragraphs of the present reply.

- c. That the respondent/ developer submits that the project - 'Hero Homes', where the apartment/ unit in question is located, was agreed to be developed by the Respondent/ Opposite Party under a Joint Development Agreement dated 29.06.2017 with land owners pursuant to obtaining Licence Nos. 246/2007, 56/2011, 37/2012, 66/2012, 67/2012, 43/2014 and 44/2014 from the DTCP, Haryana for development of Residential Group Housing colony over a part of the larger land. The said Residential Group Housing colony is being developed over a land parcel admeasuring 9.053 acres out of total larger land parcel measuring 34.022 acres which is earmarked for various developments under Transit Oriented Development (TOD) policy dated 09.02.2016 of the Government of Haryana and a zoning plan thereof had already stood approved by the competent authority. In furtherance of approved zoning/ layout plan of the larger land, the layout and building plan for the project - Hero Homes was approved by the Directorate of Town and Country Planning, Haryana vide Memo No. ZP-968/AD(RA)/2018/21871 dated 24.07.2018.
- d. That all the development work including the common areas and facilities were completed as per approved plan on or before 21.02.2024 qua the Tower 03 of the project - Hero Homes, where the Apartment in question is situated.
- e. That the construction and development of the project was severely impacted by force majeure events such as Covid-19 pandemic, NGT orders, and restrictions imposed vide the Government order and notifications. Such events have caused substantial delays in the timelines of the project and

accounted for approximately 17 months of delay. More so, there was a change in the location of the site for development and construction of proportionate EWS flats as mandatorily required by the DTCP, Haryana in all cases of development of residential projects across the State. Such delay in allocation of site for the development of EWS housing by the landowners and consequent change in location /Layout Plan, the respondent could not take up simultaneous development of EWS Flats causing further hinderances in meeting expected timelines beyond its control. Pertinently, the occupation certificate ("OC") could not be applied in absence of proportionate EWS flats as per law despite completion of the development work qua the apartment in question by the developer/ respondent.

- f. That the above mentioned hinderances were beyond the control of the respondent/ developer. Consequently, the formal application for grant of part occupancy certificate could be applied only on 21.02.2024 and received on 20.01.2025 by the DTCP, Haryana. That all the development activities required to be carried out, stood accomplished and executed on the spot, and nothing remains to be developed qua the Tower-03 in which the apartment in question situates. It is needless to point out that the apartment in question, was to be built under the residential group housing project - Hero Homes over a land which is a part of larger land measuring 34.022 acre for development under TOD policy dated 09.02.2016, and for which License was obtained and therefore, what was germane and paramount, was the availability of Functional Infrastructural Development Activities at the Spot and the same stands complete with part Occupancy Certificate dated 20.01.2025 in place. The procedural wait by the Departmental Authorities in the issuance of formal occupancy and completion certificate is insignificant and inconsequential.

- g. That the complainant in terms of the agreement have already offered the physical possession of the apartment to the complainant on 25.02.2025, which is beyond the specified date of possession being 31.08.2023 but well within the provisions entitling the respondent for seeking extension of time and as such offer of delivery of physical possession is well within the contours of the agreement. The complainant was well aware about the progress and development of the residential group housing project and circumstances permitting extension of time to the respondent for delivery of the apartment in question in terms of the provisions as contained under Clauses 7.1 and 9.1 of the Agreement. All demand notices issued by the respondent were in conformity with the provision of the payment plan opted for by the complainant. The complainant has adopted an arm-twisting approach by filing the instant complaint raising frivolous issues of delay in handing over of possession which did not arise on 31.08.2023 in the facts and circumstances of the case.
- h. That the complainant is guilty of *suppressio veri* and *suggestio falsi*. The complainant has not approached this Authority with clean hands and has misrepresented facts. That the complainant herein has twisted the facts according to his own suitability which amounts to misleading the court and abusing the process of law.
- i. That, it is settled position of law that the parties are bound by the terms of the written contract. That, the terms of the agreement including the terms relating to compensation, refund, cancellation etc. are binding on both parties.
- j. That at the time of approval of the layout plan of any residential group housing colony, the competent government authorities i.e. Director General, Town & Country Planning, Haryana, takes care of development plan of that area/city/zone, and ensures proper infrastructural development of that

locality/city/zone including road grid network. Therefore, while approving/sanctioning the layout plan of any licensed colony/commercial complexes under TOD policy, its lay out plan must be prepared keeping in view the Government's Development plan of that area, city/zone.

- k. Despite there being certain roadblocks and hinderances in development of the project due to Covid-19, suspension of construction activities, change of location/ layout of EWS flats, change in TOD policy and sanction plan etc., the Respondent completed the development of a part of the project and applied for part occupation certificate on 21.02.2024 and the same was thereafter issued on 20.01.2025. Once the application for grant of occupation certificate is submitted for approval in the office of concerned statutory authority, the respondent ceases to have any control over the same. The grant of sanction of occupation certificate is the prerogative of the concerned statutory authority over which the respondent cannot exercise any influence. As far as the respondent is concerned, it has diligently and sincerely pursued the matter with the concerned statutory authority for obtaining the occupation certificate. No fault or lapse can be attributed to the respondent in the facts and circumstances of the case. Therefore, the time period utilized by the statutory authority to grant occupation certificate for the project to the respondent is necessarily required to be excluded from the computation of the time period utilized for the implementation and development of the project.
- l. That without prejudice to the rights and contentions of the respondent, it is submitted that the allegations of the complainant that the possession was to be delivered by 31.08.2023 in all circumstances are wrong, malafide and contrary to the terms of the agreement. The complainant has made wrong and frivolous allegations knowing fully well that the provision for extension of time is in built in the agreement in certain circumstances and he may not

be entitled for any compensation for alleging delay in handing over of possession by 31.08.2023. It is noteworthy that the complainants have not only paid late payment charges to the tune of Rs.8,285.40/- but also have made payments after the said date of delivery of possession. Thus, the complainant was fully aware about the circumstances beyond the control of the respondent, making the date of actual delivery of possession extended as per the agreement but the present complaint has been preferred on extraneous and frivolous basis and thus, not maintainable. If there was in fact a delay in delivery of the project, as alleged by the complainant, then the complaint was entitled not to remit any further payments in terms of clause 9.2 of the agreement. The allegations put forth by the complainant qua the respondent are absolutely illogical, irrational, and irreconcilable in the facts and circumstances of the case. Pertinently, the complainants were extended waiver of late fee in the present case as a goodwill gesture and all benefits extended to the complainants are reflected in the ledger statement as on 17.12.2025.

- m. That there is no delay in delivery of the possession as alleged by the complainant in view of the extension of time provisions stipulated under clause 7.1 and 9.1 of the agreement. Consequently, the complainant has alleged cause of action which is non-existent in view of the fact that there is no default on the part of the respondent in delivery of possession of the apartment in question as per the agreement. Moreso, the respondent has received part occupancy certificate qua the Tower-03 in which the apartment in question situates and thereafter, offer of possession on 25.02.2025 marks termination of the period of delay, if any.
- n. That the averments and pleadings pertaining to the non-availability, lack of development activities and consequent deficiency on the part of the respondent is wholly false, misconceived and baseless. The allegations of

snail pace development at the site and non-compliance of the terms of the said agreement are wholly misconceived, baseless, false, and unwarranted. All the allegations as stated by the complainant are wholly misconceived, baseless, false, unwarranted & untenable in law besides being extraneous and irrelevant having regard to the facts and circumstances of the matter under reference and that the respondent denies each of them, save and except, those that have been specifically admitted in the instant reply.

- o. That in this backdrop, the respondent beseeches this Authority to consider the real objective of the complainant, which is to somehow or the other harass the respondent and to misuse the process of law for the purpose of earning profit out of his investment in the respondent's project. Having not succeeded in grinding his axe, inasmuch as the respondent is law abiding entity, that have acted within the four corners of the law and the four corners of the contract between the parties, the complainant has approached this Authority.
12. All other averments made in the complaint denied in toto.
13. 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 these undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

14. The respondent has raised a preliminary submission/objection that the Authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.I Territorial jurisdiction

15. 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.

E. II Subject matter jurisdiction

16. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

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

17. So, in view of the provisions of the Act of 2016 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 regarding relief sought by the complainants:

F.I. Direct the respondent to pay remaining delay possession charges;

F.II. Direct the respondent to pay delayed possession charges to the complainants on the principal amount paid by the complainants, from the due date of possession till the date of actual handing over after receipt of valid occupation certificate and after completing the unit as per specifications mentioned in the agreement;

F.III Direct the respondent not to charge any amount beyond the amount as mentioned in builder buyer's agreement;

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

19. In the present case, the complainants booked an apartment in the project namely "HERO HOMES" located in Sector-104, Gurugram, being developed by the respondent herein. Vide allotment letter dated 25.03.2019, they were allotted an apartment bearing no. 2502, 25th floor in tower T-03 admeasuring 683.83 sq. ft. carpet area & 1099 sq. ft. super area in the project namely Hero Homes Tower 02 located in sector 104, Gurugram. Thereafter, on 03.05.2019, an agreement for sale was executed between the respondent and the original allottee and according to clause 7.1 of the agreement the respondent was obligated to complete the construction of the unit as provided under Rule 2(1)(f) of Rules, 2017 i.e., by 31.08.2023 (as mentioned in agreement to sale dated 03.05.2019 as well as HARERA website). The complainants have paid an amount of Rs.73,90,895/- against the total sale consideration of Rs.72,34,369/-.
20. As per documents available on record, the respondent has offered the possession of the allotted unit on 25.02.2025 after obtaining of Occupation Certificate from the Competent Authority on 20.01.2025. The complainants took a plea that offer of possession was to be made in 2025, but the respondent has failed to handover the physical possession of the allotted unit within stipulated period of time.
21. In the present complaint, the complainants intends to continue with the project and is seeking delay possession charges as provided under the provisions of Section 18(1) of the Act which reads as under:
- "Section 18: - Return of amount and compensation**
(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"
22. Clause 7.1 of the agreement for sale provides the time period for handing over possession and the same is reproduced below: -

"7.1 POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE

7.Schedule for possession of the said Apartment for residential usage – The Promoter agrees and understands that timely delivery of possession of the Apartment for residential usage along with parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement....

*The promoter assures to handover possession of the apartment for residential usage along with parking **on or before 31.08.2023** unless there is delay or failure due to "Force Majeure"*

(Emphasis supplied)

23. **Due date of handing over of possession:** The promoter has proposed to handover the possession on 31.08.2023, Therefore, the due date of handing over of possession comes out to be 31.08.2023. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020, the completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 31.08.2023 i.e., after 25.03.2020. As far as grace period of 6 months is concerned, the same is allowed Therefore, the due date of possession comes out to be 28.02.2024.

24. **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]

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."

25. 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;"

26. 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%.
27. **Rate of interest to be paid by complainants/allottee for delay in making payments:** 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.
28. 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.
29. 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 for sale executed between the parties, the possession of the said unit was to be as per Rule 2(1)(f) of

Rules, 2017. Therefore, the due date of handing over possession comes out to be 28.02.2024. In the present case, the complainants were offered possession by the respondent on 25.02.2025 after obtaining occupation certificate dated 21.01.2025 from the competent authority. Copies of the same have been already placed on record. The Authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainants within the stipulated time period as per the terms and conditions of the agreement for sale dated 03.05.2019 executed between the parties.

30. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 21.01.2025. However, the respondent offered the possession of the unit in question to the complainants only on 25.02.2025. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 (two) months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.
31. 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 complainants are entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. from due date of possession i.e., 28.02.2024 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of possession, whichever

is earlier, as per Section 18(1) of the Act, 2016 read with Rule 15 of the Rules, *ibid.*

32. It is further observed by the Authority that at the time of issuance of offer of possession, the respondent has adjusted an amount of Rs.2,41,240/- on account of compensation against delayed possession charges and the same is reflected into customer ledger dated 24.02.2025 (at page 92 of complaint). Therefore, the Authority is of the view that the same shall be adjusted/ deducted from the total payable amount of delay possession charges.

- **Conveyance Deed**

33. The Authority observes that as per clause 10 of the agreement for sale dated 03.05.2019, the respondent shall prepare and execute along with allottee(s) a conveyance deed to convey the title of the said unit in favour of the allottee(s) but only after receiving full payment of total price of the unit and the relevant clause of the agreement is reproduced for ready reference: -

10. Conveyance of the unit:

The promoter, on receipt of total price of the apartment for residential usage along with parking, shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common area as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the allottee(s) fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the allottee(s) authorizes the promoter to withhold the registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the allottee(s) to the promoter.

34. It is to be further noted that Section 11 (4) (f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the unit along with the undivided proportionate share in common areas to the association of the allottee(s) or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of occupation certificate.

35. As far as the relief of transfer of titled is concerned the same can be clearly said to be the statutory right of the allottee(s) as per Section 17(1) of the Act provide for transfer of title and the same is reproduced below:

Section 17: - Transfer of title

17(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

36. As occupation certificate of the unit has been obtained from the competent authority on 20.01.2025. Therefore, there is no reason to withheld the execution of conveyance deed which can be executed with respect to the unit. Accordingly, the Authority directs the respondent to execute the registered conveyance deed of the subject unit in favour of the complainants, after payment of applicable stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.
37. In CR/4583/2025, the conveyance deed has already been duly executed in favour of the complainants on 04.08.2025. Therefore, no direction for the execution of a conveyance deed in CR/4583/2025.

- F.IV Direct the respondent to not levy any holding charges from the complainants;**
- F.V Direct the respondent to not levy any maintenance charges from the complainants till date of actual handover;**
- F.VI Any other relief as the Authority may deem fit and proper in the facts and circumstances of the case.**

• **Holding charges:**

38. The respondent is not entitled to claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the

builder buyer's agreement as per law settled by *Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020.*

• **CAM Charges & Maintenance Charges**

39. The Authority has decided this in the complaint bearing no. **4031 of 2019** titled as *Varun Gupta V/s Emaar MGF Land Ltd.* wherein the authority has held that since maintenance charges are applicable from the time a flat is occupied, its basic motive is to fund operations related to upkeep, maintenance, and upgrade of areas which are not directly under any individual's ownership. Further, the respondent is right in demanding advance maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.
40. Further, it is pertinent to note that, as per Section 11(4)(d) of the Act, of the Haryana Real Estate (Regulation and Development) Act, 2016, the promoter shall be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees.

G. Directions of the Authority:

41. 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 promoter as per the function entrusted to the Authority under Section 34(f):
- a. The respondent is directed to 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 the due date of possession i.e., 28.02.2024 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of possession, whichever is

- earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*. The arrears of the interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per Rule 16(2) of Rules, *ibid*.
- b. Also, the amount, if any, so paid by the respondent towards compensation against delayed possession charges shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to Section 18(1) of the Act.
 - c. 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.
 - d. The respondent is further directed to issue updated statement of account to the complainants after adjustment of DPC and the complainants shall pay the outstanding dues, if any, to the respondent within a period of 30 days along with equitable rate of interest and the respondent shall handover the possession thereafter. In case the respondent fails to handover the physical possession of the unit within a period of 30 days after payment of dues, if any.
 - e. The respondent is further directed to execute the registered conveyance deed, in favour of the complainants, in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainants. 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.
 - f. The respondent shall not charge anything from the complainants which is not the part of the agreement for sale. The respondent is not entitled to

claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the builder buyer's agreement as per law settled by *Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020.*

42. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
43. Complaint as well as application, if any, stands disposed of accordingly.
44. True certified copy of this order shall be placed in the case file of each matter.
45. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026