

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

Complaint No. 5524 of 2025
Date of complaint: 28.10.2025
Date of order: 17.07.2026

1. Gopal Singh 2. Hem Lata Negi Both R/o: Flat No. 307, Kanakdurga CGHS Ltd., C-Block, Plot No. 26, Sector - 12, Dwarka, New Delhi - 110078.		Complainants
Versus		
M/s Vikas Parks Private Limited Regd. Office At: - E1, Qutub Hotel Complex, Saheed Jeet Singh Marg, New Delhi - 110016.		Respondent
CORAM:		
Shri Arun Kumar		Chairman
APPEARANCE		
Shri Ashwani Kumar Singla, Advocate		Complainants
Shri Chitra Singh, Advocate		Respondent

ORDER

- The present complaint has been filed by the complainants/allottees 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 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 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:

S. N.	Particulars	Details
1.	Name and location of the project	"Hero Homes", Sector-104, Village Dhanwapur, Gurugram
2.	Project area	9.053 Acres (Total area 34.0228 acres)
3.	Nature of the project	Group Housing Colony
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-01/1103 on 11 th floor, Tower-01. (As mentioned in clause J of BBA at page 74 of reply)



10.	Unit area	1359 sq. ft. (super area) & 861.97 (carpet area) (As mentioned in clause J of BBA at page 74 of reply)
11.	Transfer application by the original allottee's (Mrs. Sunita Gautam and Mr. Arunabh Singh) in favour of the complainants	25.08.2020 (As per page no.64 - 68 of reply)
12.	Allotment letter	Not provided
14.	Date of execution of buyer's agreement	04.11.2020 - [Date of execution] 03.12.2020 - [Date of registration] (As per page 70 & 71 of reply)
15.	Possession clause	7. Possession of the apartment for residential usage: 7.1... The promoter assures to handover possession of the apartment for residential usage along with parking on or before 30.06.2024 unless there is delay or failure due to "Force Majure" ... (Emphasis supplied) (As per page 79 of the reply)
16.	Due date of possession	30.12.2024 [30.06.2024 + grace period of 6 months on account of Covid-19] (As mentioned in para 7.1 of the buyer's agreement at page 79 of reply)
17.	Total sale consideration	Rs.96,73,500/- (As mentioned in clause 1.2 of BBA at page 75 of the reply)
18.	Amount paid by the complainants	Rs.1,00,44,664/- (As mentioned in the customer ledger dated 29.10.2025 at page 221-223 of reply)
19.	Occupation certificate	20.01.2025 [For Tower- 1 to 4] & 07.01.2026 [For Tower- 5 to 7] (As per page 32-35 of reply also as per copy of OC available at TCP, Haryana Official website)
20.	Intimation to the allottees Via Email w.r.t Receipt of OC	23.01.2025 (Page 36-39 of reply)

21.	Offer of possession	25.02.2025 (Page 40-42 of reply)
22.	Possession letter	21.08.2025 (Page 240 of complaint)
23.	Conveyance deed	04.09.2025 (Page 43-63 of reply)

B. Facts of the complaint: -

3. The complainants have made the following submissions: -

- a. That the complainants are citizens of India by birth and have the constitutional right to invoke the jurisdiction of this Authority.
- b. That the respondent is a body corporate constituted under the provisions of the Companies Act, 2013 and their project "Hero Homes", at Sector - 104, Dwarka Expressway, Gurugram, Falls within the territorial jurisdiction of this Authority.
- c. That the complainants, after relying on the promises of the respondent, booked an apartment measuring 1359 sq. ft. in the aforesaid project of the respondent at a total cost of Rs.88,83,238/-.
- d. That the complainants and the respondent entered into a builder buyer agreement on 04.11.2020 and as per the builder buyer's agreement, the respondent has allotted a unit no. 1103 in Tower-1 having super area of 1359 sq. ft. on the 11th floor in tower no. T-1, along with the basement parking no. B2-045 measuring 134.55 sq. ft. in the basement - 2. As per clause 7.1 of the agreement, the respondent has agreed and assured to handover the possession of the apartment for residential usage with parking on or before 30.06.2024.
- e. That the complainants made payment of Rs.88,83,238/- to the respondent vide cheque / RTGS (online) as and when demanded by the respondent without any delay.

- f. That the respondent with a view of fleece innocent homebuyer's filed application for occupation certificate in February 2024 without completing the required level of work. One of the motives was to raise a demand, without actually achieving milestone. The respondent raised a demand of 30% on the complainant payable by 08.03.2024.
- g. That the respondent has filed a defective and incomplete application for issue of an occupation certificate and filing a defective/ incomplete application is equivalent to non-filing of such an application. The same has been got evaluated from a Civil Engineer (Shri Sanjay Gupta), who after referring to the following documents has issued a certificate on 20.02.2025.
- h. As per certificate dated 20.02.2025, issued by Civil Engineer (Shri Sanjay Gupta), the construction levels were below the mark and as such the respondent was not eligible to get occupancy certificate before 31.12.2024. making an application for issuance of an occupancy certificate without completing the work and knowingly that the certificate will not be issued is an illegal and clandestine activity on the part of the respondent. The respondent cannot benefit for any such incomplete application that too made with ulterior motive to escape the liability of delayed possession. This Act of the respondent is not only condemnable but also illegal ab-initio.
- i. That the respondent is likely to adopt illegal and restrictive trade practices by denying possession and/ or by denying execution of the conveyance deed to the complainant on the pretext that the complainant has preferred this complaint or any other such excuse.
- j. Despite receiving approximately 90% payment of total cost on time for all the demands raised by the respondent, the respondent has failed to deliver the possession of the allotted unit to the complainants within stipulated period.

- k. That the complainants have been severely exploited at the hands of the respondent. The aforesaid series of events clearly portray the amount of harassment and mental agony the complainants have gone through till date. Even after a lapse of 5 years from the date of booking, the complainants have been left empty handed, under financial distress as the respondent has failed in offering and handing over possession of the unit booked by the complainants, thereby duping the complainants of their hard-earned money and causing them great mental trauma.
- l. That the present complaint has been filed in order to seek delayed possession charges on the principal amount paid by the complainants at the rate prescribed as per RERA Act, 2016 and HARERA Rules, 2017 from the due date of possession, along with other reliefs mentioned herein below. Hence, this complaint.
- m. 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. The complainants do not intent to withdraw from the project. Accordingly, the complainants are 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.
- n. The complainants also reserve right to file separate complaint for compensation as and when required before the appropriate forum/ authority.
- C. Relief sought by the complainants:**
4. The complainants have sought following relief:
- i. Direct the respondent to pay the delay possession charges to the complainants on the amount paid by the complainants, from the due

- date of possession (30.06.2024) till the date of actual handing over of the possession (21.08.2025);
- ii. Direct the respondent to pay a litigation cost of Rs.30,000/- to the complainant;
 - iii. Any other relief as Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.
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 filed by the respondent:**
6. The respondent has contested the complaint on the following grounds:
- a. The captioned complaint has been preferred by the complainant on purported grounds against the respondent, seeking inter-alia delay interest from the due date of possession till actual handing over of possession. The captioned complaint pertains to the unit/ apartment no.1103, admeasuring (super area) 1359 sq. ft. in Tower-T-01, on 11th Floor, in project "Hero Homes" located in Sector – 104, Gurugram, Haryana, for which an application for grant of occupation certificate has been made on 21.02.2024 and the occupation certificate has been granted by Director Town and Country Planning vide office Memo no. ZP-968-Loose/SD(RD)/2025/2603 dated 20.01.2025. An intimation of receipt of OC has also been sent to complainant vide email dated 23.01.2025. The possession in respect of the apartment in question has been offered by the respondent to the complainant vide offer of possession letter dated 25.02.2025.
 - b. That as a matter of fact, the contents of occupation certificate and the endorsements clearly indicate that the project was completed well in time. The project had received Fire NOC from Director General, Fire Service, Haryana on 17.01.2024. District Town Planner had given his endorsement on application for grant of OC on 08.08.2024, Senior Town Planner on

13.08.2024 and Chief Engineer- I, HSVP on 30.08.2024 and 12.09.2024, thereby clearly indicating the project, despite being complete, was stuck in bureaucratic paperwork.

- c. It is a matter of record that the unit was ready for handover, pursuant where to the respondent issued the offer of possession dated 25.02.2025. Further, as is evident from the registered conveyance deed, despite repeated requests and follow-ups from the respondent, the complainant delayed in completing the formalities and eventually executed and registered the conveyance deed only on 24.07.2025.
- d. That under Section 32 of the RERA Act, the Ld. Authority has an obligation to balance the ends of justice and to protect the interest of the genuine allottees, promoter and real estate agents.
- e. That the complainant has neither any cause of action nor any locus standi to maintain the present complaint against the respondent. The complainant is now seeking the complete amendment/ modification/ re-writing of the terms and conditions of the agreement/understanding between the parties as per their own whims and fancies while nit-picking facts and laws as per her convenience and blowing hot and cold in the same breath. This is evident from the pugnacious averments as well as the prayers sought in the complaint which are merely an afterthought, and never did the complainant raised any objection to any term and conditions of the mutual agreement and the stage of construction of the project and neither at the time of taking of possession.
- f. The complainant is a subsequent allottee who had purchased the apartment in question from the original allottee Mrs. Sunita Gautam and Mr. Arunabh Singh. In this regard transfer request was made to the respondent by the original allottee to the respondent dated 25.08.2020, clearly indicating that the complainant was aware of the stage of construction of the project in

question and any purported delay. The transfer of apartment in favour of the complainant was completed on 25.08.2020 which was duly intimated to the complainant. Therefore, the complainant cannot be said to have been aggrieved by any extension in possession delivery timelines.

- g. The complainant vide agreement for sale executed on 04.11.2020 (registered on 03.12.2020), whereby the complainant agreed to the explicit terms of the sale. Further, complainant has constantly been updated of the stages of construction/development of the project vide various emails sent by the respondent. Hence, complainant has filed this complaint on an absolutely unjustified ground of delay in delivery of possession, which even to the knowledge of the complainant is false.
- h. It is submitted that the execution of the conveyance deed between the complainant and the respondent was undertaken with full knowledge, consent, and acceptance of all terms and conditions contained therein. Clause 28 of the conveyance deed expressly stipulates that the complainant shall hold harmless and indemnify the respondent against any claims, damages, costs, liabilities, litigations, etc., arising out of the non-observance of any covenants, bye-laws, laws, rules, and regulations in respect of the project, including the said apartment. Further, Clause 29 unequivocally records that upon execution of the conveyance deed, the complainant has been left with no claims, rights, or demands against the respondent in relation to the said apartment. It is pertinent to note that at the time of execution of the conveyance deed, the complainant was fully aware of and had agreed to the terms governing possession, including any alleged claims towards delay possession charges, and consciously waived and relinquished any such rights. Therefore, the present complaint is barred by the explicit contractual terms binding upon the complainant, amounts to a clear afterthought, and is devoid of any legal merit. Since the conveyance deed clearly records the

complainant's waiver of any such claims, she is legally barred from raising the same in the present complaint, which deserves dismissal at the outset. The present complaint has been filed by the complainant to earn unjust gains at the behest of the respondent.

- i. The complaint is barred by law of estoppel. The sale of subject unit is strictly subject to the terms of the AFS which the complainant had agreed to. The complainant was well-acquainted that clause 7.1 of the AFS unequivocally encapsulates the principle that the complainant cannot claim delay possession charges in the event of force majeure circumstances mentioned of the AFS. These unforeseen events, entirely beyond the control of the respondent company, had significantly disrupted and delayed the originally projected timeline for completion. The clause reflects the acknowledgment of such extraordinary occurrences as legitimate grounds for the delay, absolving the respondent of liability for associated delays while maintaining the complainant's obligations under the agreement.
- j. That clause 7.1 of the AFS categorically provides that the liability of the promoter was only till the completion of development. The date of submission of application with the competent authority for obtaining completion/occupancy/part-occupancy certificate is to be reckoned as date of completion of development/ possession of the tower/ apartment. In the present case, the application for grant of occupation certificate for Tower 1 to 4 and part basement 1 and basement 2 was applied on 21.02.2024, clearly indicating that the construction in respect of the Tower - 1 to 4, part of basement 1 and basement 2 of the project were complete. Further, Hon'ble NCDRC in consumer case no. 3872 of 2017 titled "Avinash Bhalla versus Mapsko Builders Private Limited" drew a presumption that application of occupancy certificate indicates completion of construction, as the developer

is obligated to apply for grant of occupancy certificate only upon completion of construction. Therefore, the present complaint is not legally tenable.

- k. In terms of the AFS, the respondent is entitled to extension of time for the period the authorities take for providing the occupancy/part-occupancy/completion certificate and no claim of damages or compensation can be made out by the allottee against the promoter in case of delay in handing over possession on account of the said reason. The time taken by the competent authorities in grant of occupation certificate is beyond the control of the respondent.
- l. That further without prejudice to the rights of the respondent, it is submitted that the respondent suffered, a lot of setbacks due to reasons beyond its control yet displaying professional conduct and utmost commitment to its customers, executed and completed the project in terms of the AFS. The various Government Orders and Court Orders, received and pronounced, resulted in change in timelines of the project. Given the same, the respondent, for the assistance of this Ld. Authority to arrive at just and proper conclusion while adjudicating the captioned complaint submits that there were certain intervening circumstances causing delay in timelines, which were beyond the control of the respondent. Before, dwelling into the detailed sequence of events that caused delay and were beyond the control of the respondent.
- m. That said, the construction of the project commenced as per schedule, however, in the intervening period when the construction and development was under progress there were various instances and scenarios when the development and construction work had to be put on hold due to reasons beyond the control of the respondent. It is submitted that the parties have agreed that if the delay is on account of force majeure conditions, the respondent shall not be liable for performing its obligations. It is submitted that the project got delayed and proposed possession timelines were shifted

within the framework of the AFS as agreed on account of following reasons among others as stated below:

- a. That over last few years Delhi-NCR has faced unprecedented levels of severe air pollution, especially during winter months, primarily due to construction dust, vehicular emissions, and industrial activities. As a measure to curb arrest the dangerous levels of air pollution and to improve the air quality, various governmental authorities including DPCC, GRAP Sub-Committee, etc. as well as judiciary including Hon'ble Supreme Court of India and National Green Tribunal imposed restrictions on construction activities to combat the worsening air quality in Delhi-NCR. The notifications and orders specifically target the reduction of dust pollution from construction sites. Throughout from 2019 onwards, the governmental authorities and judiciary continued to impose restrictions on construction activities during peak pollution periods. Whilst, the Respondent has been taking all measures to comply with the directions issued by the governmental authorities and judiciary in its effort to combat further deterioration of air quality and curtail this crisis situation, these bans had have severely impacted the pace of construction at Project site. It is imperative to note that even after revoking the ban on construction activities, the resumption of construction activities takes time on account of mobilization of work force and other resources at Project site. That such stay orders are passed every year either by Hon'ble Supreme Court, NGT or/and other pollution boards, competent courts, Environment Pollution (Prevention & Control) Authority established under Bhure Lal Committee, which in turn affect the project.
- b. Adding to the woes of the developers, COVID-19 had a profound impact on the real estate sector, affecting construction activities in several significant ways. Many construction sites were temporarily shut down due to lockdowns and restrictions imposed to control the spread of the virus. This led to delays in project timelines and halted ongoing work. Social distancing measures and health concerns led to a significant reduction in the availability of construction labour. Restrictions on movement and quarantine protocols further limited workforce availability. The pandemic disrupted global supply chains, leading to shortages of construction materials and delays in procurement. Transportation restrictions and factory closures contributed to these shortages. Supply chain disruptions led to increased costs for construction materials. Prices for many materials surged due to scarcity and higher transportation costs. Health and safety measures, while necessary, sometimes led to reduced productivity. Social distancing and safety protocols slowed

down work processes and affected the efficiency of construction activities. Many projects were delayed or cancelled due to the economic uncertainty caused by the pandemic. Financial challenges, including reduced cash flow and increased costs, led to re-evaluation of ongoing and planned projects. That said, Ld. Authority considering the grave and unprecedented situation had granted extension of 6 months' and thereafter 3 months' grace period to all developers, vide its notifications dated 26.05.2020 and 02.08.2021, respectively.

- c. That development of every residential project mandatorily requires proportionate development of EWS housing. That on account of change of location for development of EWS housing at the behest of the landowners, which is beyond the control of the respondent, the development of proportionate EWS housing for respondent's project got delayed by approximately 24 months which was otherwise planned simultaneously with the development of the project. That after continuous and consistent follow up with the landowners, the landowners have confirmed the site for the development of the EWS housing for the project along with the proportionate EWS housing for their part of the development. The said delay in allocation of site to the respondent, despite best efforts of the respondent could not be avoided and has resulted in some delay in delivery schedule, which is beyond the control of the respondent.
- n. That the complainant has willfully concealed that she has received the benefit from the respondent in the form of adjustment of the amount to the tune of Rs.10,05,000/-, in lieu of early payment benefit, as reflected in the customer ledger and as such it cannot be alleged, stated, or proved that the complainant was facing any hardship. At that point of time the complainant had no qualms in accepting an undue amount of money or benefit from the respondent but now has approached this Ld. Authority wearing the veil of a victim that purportedly had faced extreme hardship at the hands of the respondent.
7. All other averments made in the complaint denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on

the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

9. 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

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

E. II Subject matter jurisdiction

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

"Section 11(4)(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."

12. 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 the delay possession charges to the complainants on the amount paid by the complainants, from the due date of possession (30.06.2024) till the date of actual handing over of the possession (21.08.2025);

F.II Any other relief as Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

13. 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.
14. In the present case, Mrs. Sunita Gautam and Mr. Arunabh Singh (i.e., original allottee) booked an apartment and they were allotted an apartment bearing no. 1103, 11th floor in tower T-01 admeasuring 861.97 sq. ft. carpet area & 1359 sq. ft. super area in the project namely "Hero Homes" located in Sector 104, Gurugram, being developed by the respondent herein. Thereafter, on 25.08.2020, the original allottees made a request for transferring the allotment of the said unit in favour of the complainants. Further, on 04.11.2020, an agreement for sale was executed between the respondent and the complainants herein 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 30.06.2023 (as mentioned in agreement to sale dated 04.11.2020). The complainants have paid an amount of Rs.1,00,44,664/- against the total sale consideration of Rs.96,73,500/-. Furthermore on 04.09.2025, a registered conveyance deed was executed in favour of the complainants/ allottees.
15. 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.

16. In the present complaint, the complainants intend to continue with the project and are 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"*

17. 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....

7.1... The promoter assures to handover possession of the apartment for residential usage along with parking on or before 30.06.2024 unless there is delay or failure due to "Force Majure" ...

(Emphasis supplied)

18. **Due date of handing over of possession:** The promoter has proposed to handover the possession on 30.06.2024, Therefore, the due date of handing over of possession comes out to be 30.06.2024. 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 30.06.2024 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 30.12.2024.

19. 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."

20. 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;"

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., 17.07.2026 is

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

22. **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.
23. 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.
24. 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 30.12.2024. 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 04.11.2020 executed between the parties.
25. 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.

26. 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., 30.12.2024 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*.
27. It is pleaded by the respondent that at the time of issuance of offer of possession, the respondent has adjusted some amount on account of compensation against delayed possession charges, however, no supported document w.r.t said adjustment is provided during the pendency of the case. Therefore, the Authority is of the view that if the respondent has adjusted any amount on account of delay possession charges, if any, then the same shall be adjusted/ deducted from the total payable amount of delay possession charges after submitting proof of the same.

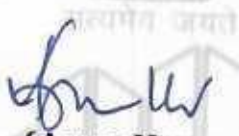
F.III Direct the respondent to pay a litigation cost of Rs.30,000/- to the complainant;

28. The complainants are seeking above mentioned relief w.r.t litigation cost. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in Section 72. Therefore, the complainants may approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the Authority:

29. 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., 30.12.2024 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 payable 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(zb) 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.
30. Complaint as well as application, if any, stands disposed of accordingly.
31. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026

HARERA
GURUGRAM