

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

Date of decision : 17.07.2026

Mrs. Mahima

R/o A-303 Bestech Park View Sanskruti Sec- 92 Gurgaon

Complainant

Versus

M/s Sternal Buildcon Private Limited

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

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

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Mahi Kataria

Shri Venkat Rao

Counsel for Complainant

Counsel for Respondent

ORDER

1. The above complaints have been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name and location of the project	"Signature Global City" Sector 81, Gurugram
2.	Nature of the project	Affordable residential plotted colony
3.	DTCP license no. and validity status	7 of 2021 dated 05.03.2021 valid upto 04.03.2026
4.	Licensed land	11.97 acres
5.	RERA registered/ not registered and validity status	45 of 2021 dated 27.07.2021 upto 30.06.2023 further extended upto 28.06.2025
7.	Unit no./Independent affordable floor	81-D61-B-4F, 4 th floor
8.	carpet area	546.122 sq. ft.
9.	Date of agreement for sale	29.09.2022 [Page 21 of complaint]
10.	Total Price	Rs. 78,77,148/- [As per SOA dated 04.11.2025 on page 68 of complaint]
11.	Total amount paid by the complainant.	Rs. 55,29,943/- [As per SOA dated 04.11.2025 on page 68 of complaint]
12.	Possession clause	7. POSSESSION OF THE RESIDENATIAL INDEPENDENT FLOOR 7.1 Schedule for possession

		<i>The promoter agrees and understands that timely delivery of possession is the essence of the Agreement. The Promoter assures to handover possession by 30th June 2023 for the plot nature of project and 28th February 2024 for floor nature of project unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc, affecting the regular development of the real estate project.</i>
13.	Due date of delivery of possession	28.02.2024
14.	Occupation certificate	16.09.2024 [Page 143 of the reply]
15.	Offer of possession	28.09.2024 [Page 144-145 of the reply]
16.	Pre-cancellation letter	30.12.2025 [Page 81 of the complaint]
17.	E-mail of final demand notice	10.12.2025 (page 84 of complaint)

B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint:

- I. That the affordable group housing project under DDJAY "SIGNATURE GLOBAL CITY 81" at SECTOR-81, GURUGRAM was launched by respondent, under the license no. 7 of 2021 dated 05/03/2021, issued by DTCP, Haryana, Chandigarh.

- II. The Complainant is the law-abiding citizen currently residing at the above-mentioned address. That the complainant is the allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The Respondent Company is a private limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.
- III. In 2021, the Respondent Company issued an advertisement announcing an Affordable Residential Plotted Colony project "Signature Global city 81" at Sector- 81, District Gurugram, under the license no.7 of 2021 dated 05.03.2021, issued by DTCP, Haryana, Chandigarh, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. Relying on various representations and assurances given by the Respondent company and allured by the fancifulness of the sale brochures, specification details, layout plans garnished with assurances of the Respondent, the Complainant vide application no.24342 dated 14.05.2022, booked unit on independent floor 81-D61-B-4F in Block B having carpet area of 546.122 sq. ft. along with basement parking (hereinafter referred to as "the unit") by paying Rs. 7,08,943/- (Rupees Seven Lakhs Eight Thousand Nine hundred forty-three Only).
- IV. That subsequent to payment of booking amount and certain other amounts, and on the multiple requests by the complaint, the Agreement for sale (hereinafter referred to as "ABA") was executed on 29.09.2022. That as per the clause 7.1 of the agreement for sale entered into between the parties, the Respondent had promised that the Respondent builder would hand over the possession of the said independent floor



by 28.02.2024. That the Respondent raised several demands which were duly paid by the complainant on time.

- V. It is pertinent to note that till date the Complainant has made payment amounting to Rs. 56,29,943/- out of the total sale consideration of Rs. 78,77,147/-. During the period between 2022-2025 the complainant contacted the respondent several times to enquire about the status of the construction and the completion of the project. The complainant also requested the respondent to allow him to visit the site but she was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainant visited the site but was not allowed to enter the site and even there was no proper approached road.
- VI. That the Complainant sent an email to the respondent raising serious concerns regarding the project status and demands of payment of outstanding amount and levy of interest and seeking delay possession charges, occupation certificate and challenging the illegal demands but to no avail. That even after a delay of more than 22 months the complainant has neither got the possession nor any interest/compensation for the delay caused by the respondent.
- VII. That after numerous requests, queries and almost a delay of more than 22 months, the Respondent on 10.12.2025 sent an email stating that offer of possession and final demand notice has been issued and requested for clearance of outstanding dues. Further respondent sent an illegal demand letter dated 11.12.2025 reflecting the outstanding dues as Rs.10,00,176/-.
- VIII. That although the respondent, vide its email dated 10.12.2025, stated that an offer of possession had been issued, no such offer has, till date,



been communicated to the complainant. On the contrary, the respondent, by its notice dated 30.12.2025, issued a pre-cancellation intimation to the complainant, stipulating that unless the alleged outstanding dues of ₹10,00,176/- (Rupees Ten Lakhs One Hundred Seventy-Six only), inclusive of interest for delayed payment amounting to ₹7,22,258/-, were remitted within 15 days of receipt of the said notice, the unit would stand cancelled. The conduct of the respondent clearly manifests mala fide intent and an attempt to unjustifiably extort the hard-earned money of the complainant.

- IX. That the respondent has not paid even a single penny towards the compensation for delay caused in the project and has not even offered possession to the complainant and has not even provided a copy of occupation certificate as on date. The respondent has miserably failed to hand over the independent floor to the complainant and project has been delayed. The respondent has failed in its contractual obligation and is now charging exorbitant interest in payments without any proper justification and taking benefits of its own wrong.
- X. That even after a delay of more than 22 months the complainant has neither got the possession nor any interest/compensation for the delay caused by the respondent. That it is submitted that the Complainant has made substantial investment from his hard-earned savings under the belief that the Respondent would hand over the possession of the flat in terms of the agreement but the Bonafide belief of the Complainant stood shaken when the Respondent neither handed over possession of the unit nor any compensation towards the delay possession.
- XI. That it is submitted that real estate in India has a peculiar feature that the buyer borrows money to pay for a house and simultaneously plays



the role of a financier as promoters collect money upfront and this puts the buyer in a very vulnerable position – the weakest stakeholder with a high financial exposure.

- XII. That the Complainant having dream of its own unit in NCR signed the booking application in the hope that the unit will be delivered within timeline. The Complainant was also handed over one detailed payment plan. It is unfortunate that the dream of owning a unit of the Complainant was shattered due to dishonest, unethical attitude of the Respondent.
- XIII. The Respondent despite having made multiple tall representations to the Complainant, the Respondent has chosen deliberately and contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated Allottees.
- XIV. The Respondent have completely failed to honour its promises and has not provided the services as promised and agreed through the Agreement, allotment letter and the different advertisements released from time to time. Further, such acts of the Respondent are also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017. It is abundantly clear that the Respondent have played a fraud upon the Complainant and have cheated him with a false promise to complete the construction over the project site within stipulated period. Hence, the Complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the Respondent is filing the present complaint.
- XV. The complainant has suffered a loss and damage in as much as the had deposited the money in the hope of getting the said Unit for Residential purposes. Therefore, the Relief/Compensation in such cases would

necessarily have to be higher. That the Respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The Complainant has suffered on account of deficiency in service by the Respondent and as such the Respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.

- XVI. That the present Complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the Respondent in sale of its project and the provisions allied to it. The modus operandi adopted by the Respondent, from the Respondent point of view may be unique and innovative but from the allottee point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping the allottee, be it either through not implementing the services/utilities as promised in the apartment buyer agreement or through not delivering the project on time.
- XVII. That the Complainant is the one who has invested her life savings in the said project and dreamt of having an apartment/flat for herself, but the Respondent has not only cheated and betrayed the complainant but also used complainant's hard-earned money for its enjoyment. The complainant has been deprived of the possession of allotted independent floor due to unjustified demands on the part of respondent.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - I. Direct the respondent to pay delay possession charges along with interest.
 - II. The respondent be directed to handover physical possession of the unit to the complainant.
5. That on the date of hearing, i.e., 17.07.2026, the counsel appearing on behalf of the Respondent was present; however, despite repeated opportunities, the Respondent failed to file its reply. The matter had earlier been listed for hearing on 30.01.2026 and 20.02.2026, and was thereafter listed on 17.07.2026, yet no reply was filed by the Respondent till the date of hearing.
6. It is further submitted that the Authority had issued notices to the Respondent on 14.01.2026 and 17.01.2026 through Speed Post, thereby affording sufficient and reasonable opportunity to the Respondent to file its reply and place its defence on record. Despite due service of notices and repeated opportunities granted by the Authority, the Respondent failed to file its reply or otherwise avail the opportunities granted to it.
7. In view of the repeated non-compliance and failure on the part of the Respondent to file its reply despite sufficient opportunities having been granted, the defence of the Respondent is hereby struck off.
8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the authority

9. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

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

D.II Subject-matter jurisdiction

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

Section 11

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of

obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

E. Findings on the relief sought by the complainant.

E.I Direct the respondent to pay delay possession charges along with interest.

E.II The respondent be directed to handover physical possession of the unit to the complainant.

13. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

14. Clause 7.1 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

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

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

Proviso to section 18 provides that where an allottee does not intend to

withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

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

16. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
17. 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%.
18. 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;"*

19. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
20. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 7.1 of the Apartment Buyer's Agreement dated 29.09.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 28.02.2024. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.
21. The respondent/promoter is directed to pay interest to the complainant on the amount paid by the complainant at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e.,

28.02.2024 till 28.11.2024 i.e. expiry of 2 month from the date of offer of possession (28.09.2024) in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

22. Further the respondent shall execute the registered conveyance deed in terms of Section 17 of the Act, 2016 after depositing stamp duty and registration charges by the complainant.

G. Directions of the Authority

23. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoter is hereby directed to pay interest to the complainant on the amount paid by the complainant at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till 28.11.2024 i.e. expiry of 2 month from the date of offer of possession (28.09.2024) in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.
- ii. The arrears of such interest accrued from 28.02.2024 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the

allottees before 10th of the subsequent month as per rule 16(2) of the rules.

- iii. The respondent is directed to handover the physical possession of the unit to the complainant. Further the respondent shall execute the registered conveyance deed in terms of Section 17 of the Act, 2016 after depositing stamp duty and registration charges by the complainant.
 - iv. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - v. 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.
 - vi. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
24. The complaint and application, if any, stands disposed of.
25. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026