BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of filing of complaint: 27.08.2025
Date of Order: 13.10.2026

1. Sunil Chandra
2. Neeta Chandra **Complainant**
Both R/o: D-376, Defence Colony, New Delhi-110024

Versus

Almond Infrabuild Private Ltd.
Regd. office at: A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 **Respondent**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:
Shri Jitesh Pandey (Advocate) Complainants
Shri Gaurav Rawat (Advocate) Respondent

ORDER

1. 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 provision of the Act or the rules and regulations made there under or to the allottee 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 and delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"ATS Tourmaline", Sector 109, Revenue Estate, Village-Babupur, Gurugram, Haryana
2.	Nature of the project	Residential and Commercial Group Housing Colony
3.	Project Area	10.41875 acres
4.	DTCP license no.	250 of 2007 dated 02.11.2007
5.	Allotment Letter	23.10.2013 (As mentioned in agreement at page no. 42 of the complaint)
6.	Date of execution of buyer's agreement	26.10.2013 (As per page no. 40 of the complaint)
7.	Unit no.	3213, 21st floor & Tower-3 (As per page no. 42 of the complaint)
8.	Unit area admeasuring	2150 sq. ft. (Super area) (As per page no. 42 of the complaint)
9.	Possession clause	**6.2** *The Developer endeavour to complete the construction of the Apartment* ***within 42 (forty-two months from the date of this Agreement*** *(Completion Date"). The Company will send possession Notice and offer possession of the Apartment to the Applicants) as and when the Company receives the occupation certificate from the competent authority(ies).* (As per page no. 54 of the compliant)

10.	Due date of possession	26.04.2017 (**Note:** Due date has been calculated 42 months from the date of execution of agreement i.e., 26.10.2013)
11.	Payment Plan	Down Payment (As per page no. 70 of complaint)
12.	Total sale consideration	Rs.1,44,56,250/- (As per payment plan at page no. 70 of the complaint)
13.	Amount paid by the complainant	Rs.1,51,95,832/- (As stated by the complainant at page no. 27 of the complaint)
14.	Occupation Certificate	09.08.2019 (As per page no. 54 of the reply)
15.	Offer of possession	09.08.2019 (As per page no. 56 of the reply)

B. Facts of the complaint:

3. That the complainants have made following submissions:

i. The complainants, who had aspirations and were desirous of having a home in the said housing project, had approached the respondents wherein the respondents, over several meetings in their offices, effectively enticed, cajoled, influenced and coaxed the complainants by a displaying an array of appealing and impressionable marketing promotional literature, citing their vast expertise in construction projects, and drew a focused attention of the complainants on their customer driven corporate philosophy, ethical business behaviour and impeccable credentials in the building-housing industry to deliver the

apartment as desired by the complainants in the city / area of their-choice.

ii. The respondents, pursuant to the evidenced interest by the complainants, effectively impressed and lured by the respondents, who became keen to buy an apartment in the above-mentioned project. The respondents, seizing the moment, thereby immediately offered an apartment, as per the requirements of the complainants in their said, recently launched group housing project of "ATS-Tourmaline", located at Sector 109, Village - Babupur, Tehsil District Gurugram, State–Haryana-122001.

iii. By all records as would be evidenced in the instant complaint, the above-mentioned project, being a group housing project, was and is located in located at Sector 109', Village - Babupur, Tehsil District Gurugram, State –Haryana-122001.

iv. The respondents assured the complainants that all official clearances, permissions and compliances had been secured to construct and develop the housing society from the relevant authorities, in respect of which, the Director - Town & Country Planning, (DTCP) Haryana, Chandigarh, had initially issued a license bearing 250 of 2007, vide Memo No.5DP-2007/23396, dated 13-09-2007, undergoing several renewals, final renewals being on 01-11-2019, for developing a Group Housing Society. Further, as evidenced by records, as stated in the buyer's agreement, the approval for the building plans was also secured from the Chief Town Planner-cum-Chairman, Town and Country Planning Department –Haryana, [DGTCP] vide its approval memo no.47120, dated 26-07-2013.

v. As a result of the effective promotional publicity efforts by the respondents, luring the complainants, thereby the complainants, as a

concrete expression of their interest, decided to book an apartment in the said project in the month of October 2013 by making an application dated 23-10-2013. The apartment initially and tentatively selected with the respondents was a Type-C, Three (3) BHK [Bedroom / Hall / Kitchen] plus 4-Toilet apartment in the said housing project. The payment plan offered by the Respondents was the "Down-Payment-Plan".

vi. Seizing the moment and by enacting the shrewd sales and marketing tactics and on strong inducement and insistence, the respondents, demanded from the complainants to pay an initial sum of Rs./- 1,24,38,771/- which was then paid by the Complainants via a banking instrument (cheques), both dated 26-10-2013. Thereby, the Complainants were asked to deposit a total of Rs.1,29,00,070/- even before a brick was laid for the tower / building or any apartment constructed in the project.

vii. The respondents, from the said time regularly demanded money from the complainants and then on further received payments between 29-09-2014 to 31-08-2019, equalling a sum of Rs.22,95,764/- which were paid by the complainants via various banking instruments. The day/date and sequence of the amounts so paid by the complainants.

viii. The respondents, on receiving the initial amounts, thereby issued the allotment letter dated 26-10-2013. The said letter mentioning the allotment of the booked residential apartment bearing no.3213, of the 21st Floor of Tower No. 3, having a super built-up area of 199.74 square meters (2150 sq. ft. aproxx) and within such Super Area, a built-up area of 171.49 square meters (1846 sq. ft. aproxx) alongwith 2 Nos. car-parking spaces within the vicinity of the housing complex. Furthermore, the apartment buyer agreement was also executed on

the even date, i.e. 26-10-2013 between the parties. Thereby, the Hon'ble Authority is appraised that the relationship between the complainants and the respondent began on the date aforementioned when the complainants offered and the respondent accepted the payment for the intended apartment, i.e. in the month of October, 2013 and the executable agreement was also entered into as abovementioned in the same month.

ix. As per the ABA abovementioned, also stated the following as evidenced by the documents being- schedule-1- stating the description & dimensions of the booked apartment, schedule-ii- describing the materials to be used in the construction of the apartment, schedule-iii - being, evidencing the total sale consideration and schedule-iv, evidencing the payment plan selected by the complainants, being the "Down Payment Plan (DPP)" along with the terms & conditions, duties, obligations, etc. between the parties.

x. The complainants while making such payments and entering into the ABA had asked the respondents to ensure clarity and transparency vis-i-vis the progress of the construction of their apartment for the selected apartment type and keep them duly informed and convey by recorded communication for the same but the respondents kept making various excuses one after the other and were vague and hesitant to commit or comply to the wishes of the complainants.

xi. The respondents, by demanding and receiving the initial amounts as recorded by the transaction between themselves and the complainants, such amounts aggregating to over 89% of the total cost of the selected apartment. There was nil/ no construction or development at the time in the project, and the respondents were benefitted by receiving such corpus of funds from the complainants.

xii. The complainants, with the passage of time, vigorously pursuing their rights and their interests, on multiple occasions after many exhausting follow-ups with the respondents desired to know the progress of construction but each occasion, their attempts were thwarted and the respondents deliberately kept misleading them citing various excuses and that they would update the complainants at the proper time, which never happened.

xiii. With the notification and Real Estate (Regulation and Development) Act, 2016 coming into force and effect in May 2017, the respondents, as statutorily required under the said act, registered themselves with the Haryana RERA Authority, securing the Haryana RERA Registration being No: 41 of 2017 dated 10-08-2017. Vide Memo No. HRERA (Reg) 193/2017/298, dated 10-08-2017, this registration was valid for a period of 6-years from date of Environment Clearance which was obtained on 20-10-2013. Therefore, the above-mentioned HRERA registration was valid till 19-10-2019. Thereafter, a new temporary HRERA registration was submitted on 21-12-2019 (vide form REP-1) and approved and the temporary registration was received by the respondents, being - Project no.-RERA-GRG-382-2019.

xiv. The total cost of the said property as per schedule no. III in the ABA, the total sale consideration of the above-mentioned property-unit calculated on the 'super area' basis - and in addition to this amount, additional charges for amenities and facilities that were to be provided in the project, charges applied, (inclusive of taxes mentioned) in the payment plan.

xv. The total consolidated sum of amount of the 3-BHK apartment as per the ABA, was agreed upon and set at Rs.1,44,56,250/- inclusive of applicable government taxes at the prevalent rate of that time.

xvi. The Respondents have included a charge upon the Complainants, being the 'Maintenance Security Deposit', mentioned in the ABA, stated the amount to be paid as mentioned in the original Schedule-III, amounting to Rs.50,000/-in lumpsum. As per the ABA, vide para's 9.2 & 9.3, a 'Maintenance Agency' would be appointed or an Association would create for upkeep of facilities in the Housing Society which would levy a 'Maintenance Charge' on all the residents, for all common areas except the Apartment itself, via a separate agreement be bilateral unless stated otherwise) for the purpose, such charges would be calculated based on the super area of the apartment. That it may be ascertained from the said paragraphs relating to such charge that it would be subject to revisions, changes and amendments, at any time, unilaterally and at the sole discretion of the 'Agency'. That such charges are to be paid statutorily, subject to the threat of punitive actions by the respondents.

xvii. As per the clause no.6.2 of the ABA, the allotted unit was to be completed in all respects and possession of the same was to be given to the complainants within 42 months with additional 'period' of unknown / undetermined and undisclosed duration of time being claimed by the respondents citing various reasons including the reason of "force majeure" that may delay the delivery of the completed apartment-unit.

xviii. As evidenced by records, all the necessary and relevant approvals to construct and build the housing project were secured and obtained by 2013 while the ABA between the parties was signed on 26-10-2013. and therefore, duration of time for construction would be calculated from such date and thereby taking the said time duration for completion of the apartment / project as unilaterally decided and

expressed by the respondents from that date, the apartment complete in all respects, should have been given for possession no later than 26-04-2017 as per within the 42 months of the signing / execution of the ABA. None of the incidents, events or circumstances mentioned in para 6.2 ("a-to-d") never happened or took place during the construction of the said housing project. Hence, no delays can be attributed or cited as excuses for the delay in the completion of the apartment.

xix. The respondents, at the date of filing of this complaint, have still not been offered possession of the said apartment after 11 (eleven) years 06 (six) months aproxx from the date of the signing and execution of the ABA, and 08 (eight) years approx. from the date of promised hand-over of possession of the completed apartment. This is a documented evidenced admission as glaringly apparent by the passage of time that the respondents have clearly reneged on their commitment to deliver by their unilaterally promised time as stated in the ABA.

xx. As evidenced, that all payments and payment receipts bear testimony to the fact, as and when called upon the complainants, all amounts due and demanded were paid by them within the stipulated time allowed for such payment by the respondents. Not one payment was delayed, denied or withheld by the complainants. The total cost of the apartment, as demanded till date, has already been paid by the complainants as evidenced by records in the Annexures, amounting to approximately 105 % of the cost of the booked apartment, by the complainants.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

i. Direct the respondent to pay monthly interest to be paid for 98 Months of delay, continuing as till date, to be calculated on amounts paid @ 12% per annum under Section -2 (za) of RERA, 2016.

5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds:

i. The complainants were allotted the unit vide booking form dated 26.10.2013 and apartment buyer agreement dated 26.10.2013. Possession was offered vide letter dated 09.08.2019 post occupancy certificate dated 09.08.2019. They refused physical possession citing alleged unsatisfactory condition despite unit readiness evidenced by photographs, following which they contradictorily demanded immediate handover "as it is" vide their email dated 15.07.2024 thereby acknowledging unit existence while wilfully obstructing possession through their own inconsistent conduct.

ii. As aforesaid, the allotment/apartment buyer agreement made in favour of the complainants vide allotment letter and ABA both dated 26.10.2013 remains valid and subsisting. Possession was offered vide letter dated 09.08.2019 post occupancy certificate dated 09.08.2019. The complainants never waived objections and remained non-committal regarding possession despite multiple offers. The present complaint is grossly time-barred as the respondents offered possession vide letter dated 09.08.2019 over 6 years ago, no cause of action survives under Section 18 RERA, rendering the complaint liable to dismissal on grounds of limitation and acquiescence alone.

iii. The apartment buyer agreement executed in the present case did not provide any definite date or time frame for handing over of possession of the flat to the complainants; therefore, any claim for compensation or interest cannot be sought under the RERA Act. That the clause 6.2 of the ABA mentions 42 months from the date of ABA unless there is a delay due to *"force majure"* from the date of agreement for completion of construction and filing of application for occupancy certificate with the concerned authority. After completion of construction and obtaining OC, possession was to be handed over subject to clearance of all dues. The respondent issued valid offer of possession dated 09-08-2019 after obtaining OC, well within extended timelines considering force majeure including COVID-19.

iv. The delivery of possession by a specified date was not the essence of the ABA and the complainants were fully aware that completion beyond the tentative time specified in clause 6.2 was possible due to force majeure. The ABA contains provisions for grant of compensation in the event of delay under clause 6.2, except for occurrence of a *"force majeure"*. Without prejudice, the alleged delay on part of respondent in delivery of possession, even if assumed to have occurred, cannot entitle the complainants to ignore the agreed terms and to seek interest or compensation on any other basis after themselves defaulting on taking the possession of the unit even after offer of possession.

v. The present complaint is not accompanied by complete set of documents including their own email dated 15.07.2024 demanding possession "as it is", proof of their continued refusal/non-occupation despite offer of possession dated 09.08.2019 (and current status of the ready unit evidenced by photographs and is liable to be dismissed on this ground alone. The complainants have deliberately suppressed

material documents including their own "as it is" demand email dated 15.07.2024 offer of possession dated 09.08.2019 occupancy certificate dated 09.08.2019 unit change request dated 15.09.2013, and photographs proving unit readiness which conclusively establish possession was legally offered 6+ years ago and remains available despite their wilful refusal.

vi. Despite receipt of offer of possession dated 09.08.2019 and their own email dated 15.07.2024 expressly demanding the unit "as it is", the complainants in their entire complaint have neither disputed the legal validity of the 2019 possession offer nor explained their contradictory refusal followed by subsequent demand for immediate handover. Hence, having wilfully refused possession when legally offered 6+ years ago despite unit readiness evidenced by photographs they cannot claim DPC or any relief under Section 18 RERA whatsoever, being barred by limitation, acquiescence, and their own inconsistent conduct.

vii. In the present complaint, the reliefs claimed are purely in the nature of DPC @12% for 96 months on Rs.1,51,95,832/-, completion of amenities, maintenance charge details, Rs.5,00,000/- compensation for mental agony, Rs.1,00,000/- legal costs, and other sundry reliefs. The complainants are now claiming DPC even when there was no delay attributable to the respondent and possession was offered vide letter dated 09.08.2019 well within the extended timelines under clause 6.2 of the apartment buyer agreement post occupancy certificate dated 09.08.2019. Such prayers are beyond the jurisdiction of this Hon'ble Authority, as the complainants in the guise of the present complaint cannot claim DPC/interest for a non-existent delay caused by their own refusal of possession despite unit readiness evidenced by photographs

nor compensation for mental agony/litigation costs which fall under the exclusive jurisdiction of the Adjudicating Officer under Section 71 RERA, particularly after demanding immediate handover "as it is" vide their own email dated 15.07.2024 and therefore the present complaint merits outright dismissal.

viii. The respondent had completed the construction and applied for occupancy certificate. The competent authority after due consideration and examination of every aspect had granted the occupancy certificate. This proves that the construction of the project was completed as per the agreed specifications and as per the requisite approvals. That the competent authority after due inspection and verification of each and every aspect had granted the occupancy certificate. The respondent duly complied with its obligations and applied for the grant of occupancy certificate and received the same dated 09-08-2019 and offered the possession within time on 09-08-2019. The complainant had approached this Hon'ble Regulatory Authority with frivolous allegations. The above events and documents unerringly prove that there was no delay or default on part of the respondent.

ix. The complaint as well as the present application are liable to be rejected as inherently self-contradictory and an abuse of the process of this Hon'ble Authority.

7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. 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

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

> ***Section 11(4)(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;*
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.*
>
> ***(Emphasis supplied)***

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

F. Findings on relief sought by the complainants:

F.I Direct the respondent to pay monthly interest to be paid for 98 Months of delay, continuing as till date, to be calculated on amounts paid @ 12% per annum under Section -2 (za) of RERA, 2016.

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

> *"**Section 18: - Return of amount and compensation***
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
> .....
> ***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***
>
> ***(Emphasis supplied)***

13. The due date of possession of the apartment as per clause 6.2 of the builder's buyer's agreement dated 26.10.2013, is to be calculated as 42 months from the date of the agreement. Therefore, the due date of possession comes to 26.04.2017.

14. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prevailing rate of interest. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, they 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.

(Emphasis supplied)

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

16. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 13.10.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

17. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.
Explanation. —For the purpose of this clause—
(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

18. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.

19. The counsel for the complainant by way of the present complaint has stated that, the respondent has failed to adhere to the contractual

obligations arising out of the agreement dated 26.10.2013. As per the possession clause of the agreement, the possession of the unit was to be delivered way back in 2017, however, the respondent failed to fulfil its commitments.

20. The counsel for the respondent throwed light to the fact that the occupation certificate of the project was received on 09.08.2019 and offer of possession was made to the complainants on 09.08.2019.

21. 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 6.2 of the buyer's agreement executed between the parties on 26.10.2013, and the due date as per buyer's agreement is 26.04.2017. Occupation certificate was granted by the concerned authority on 09.08.2019 and thereafter, the possession of the subject flat was offered to the complainant on 09.08.2019. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement executed between the parties herein, to hand over the physical possession within the stipulated time period.

22. As per Section 19(10) of the Act of 2016, it is the obligation of the allottee to take possession within two months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate has been obtained by the respondent-builder and offered the possession of the subject unit to the complainants after obtaining

occupation certificate on 09.08.2019. So, it can be said that the complainants would come to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 month of reasonable time is to be given to the complainants keeping in mind that even after intimation of possession, practically one has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but that is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 26.04.2017 till offer of possession made on 09.08.2019 after obtaining occupation certificate from competent authority plus two months or actual handing over of possession whichever is earlier.

23. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the flat buyer's agreement dated 26.10.2013 to hand over the possession within the stipulated time period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 26.04.2017 till offer of possession plus 2 months at the prescribed rate i.e., 10.80 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G. Directions of the Authority:

24. 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 promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.80% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 26.04.2017 till 09.10.2019 i.e., expiry of 2 months from the date of offer of possession (09.08.2019).

ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.

iii. The respondent is directed to execute the conveyance deed registered in favour of the complainants within 90 days as per section 17 of the Act, upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.

iv. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants/allottee at any point of time even after being part of the buyer's agreement as per law settled by ***Hon'ble Supreme Court*** in ***Civil Appeal Nos. 3864-3889/2020*** decided on **14.12.2020**.

25. Complaint stands disposed of.

26. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026