BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5277 of 2025**
Date of complaint	:	**08.10.2025**
Date of order	:	**29.09.2026**

Hukam Chand and Sunita,
Both R/o: T26-801, Gurgaon Greens, Sector 102,
Gurugram-122505. **Complainants**

Versus

Emmar India Limited
(Formerly known as Emmar MGF Land Ltd.)
Having Regd. Office at: Emmar Business Park,
MG Road, Sikanderpur Chowk, Sector-28,
Gurugram-122002. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Sher Singh Nahar (Advocate) Complainants
Dhruv Rohatgi (Advocate) Respondent

HARERA
GURUGRAM

ORDER

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 29 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:

Sr. No.	Particulars	Details
1.	Name of the project	Gurgaon Greens, Sector 102, Gurugram, Haryana
2.	Project area	13.531 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	75 of 2012 dated 31.07.2012
	Valid till	30.07.2020
	Name of licensee	Kamdhenu Projects Pvt. Ltd. and another C/o Emaar MGF Land Ltd.
5.	RERA registered/Not registered	Registered vide no. 36(a) of 2017 dated 05.12.2017 for 95829.92 sq. mtrs.
6.	Unit no.	GGN-26-0801,Floor-8th, Building/Tower no.-26 (As on page no. 38 of complaint)
7.	Unit measuring	1022.58 sq.ft. (carpet area) 1650 sq.ft. (super area) (As on page no. 38 of complaint)
8.	Provisional allotment letter	15.11.2018 (As on page no. 22 of complaint)
9.	Date of execution of buyer's agreement	28.11.2018 (As on page no. 26 of complaint)
10.	Possession clause	***7. POSSESSION*** *(a).....,* ***the company shall offer the possession of the unit to the allottees on or before 31-12-2018*** *or such time as may be extended by the competent authority.* (Emphasis supplied) (As on page no. 46 of complaint)
11.	Due date of possession	31.12.2018 (As per possession clause 7(a) of BBA)
12.	Total sale consideration	Rs.1,11,79,114/-

		(As on page no. 77 of complaint)
13.	Total amount paid	Rs.1,12,07,764/- (As per S.O.A dated 24.10.2025 on page no. 125 of reply)
14.	Occupation certificate	16.07.2019 (As per page no. 128 of reply)
15.	Offer of possession	09.08.2019 (As on page no. 83 of complaint)
16.	Unit handover letter	18.11.2019 (As on page no. 149-153 of reply)
17.	Conveyance deed	06.09.2021 (As on page no. 156 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

I. That the complainants booked a 3BHK flat bearing Unit No. GGN-26-0801, having a super area of 1650 sq. ft. and a carpet area of 1022.58 sq. ft., along with one car parking space, under the subvention scheme, for a total sale consideration of ₹1,12,07,764/-. The booking was made with the respondent on 29.10.2018 in respect of its residential project 'Gurgaon Greens' situated at Sector-102, Gurugram, Haryana. In lieu of the same, the complainants paid a booking amount of ₹1,00,000/- to the respondent. As per the builder buyer agreement (BBA), the committed date of possession of the said unit was 31.12.2018. However, despite repeated visits and requests by the complainants, the respondent failed to hand over possession. Instead, after much delay, the respondent only offered interim possession for the limited purpose of carrying out fit-outs on 09.08.2019, thereby misleading the complainants at every stage.

II. That vide letter dated 09.08.2019, the respondent offered interim possession of the said unit only for the limited purpose of carrying out fit-outs, and, as a condition precedent thereto, directed the complainants to deposit two years' advance Common Area Maintenance (CAM) charges

amounting to ₹1,70,557/-. The respondent further stated that in case of failure to pay the said charges, the complainants would not be permitted to carry out fit-outs in the unit. Thus, the complainants were left with no option but to pay the aforesaid advance CAM charges under coercion, despite the fact that the lawful possession of the unit had not been offered to them.

III. That at the time of taking interim possession for carrying fit-outs, the complainants requested the respondent about the execution of conveyance deed of the apartment. The respondent denied the request stating that conveyance deed will be executed only after final offer of the possession scheduled in March 2021.

IV. That the action of the respondent in demanding and collecting advance CAM charges prior to handing over the lawful possession of the unit is wholly illegal, arbitrary, and unsustainable.

V. That the respondent issued a legitimate letter of offer of possession on 02.03.2021, calling upon the complainants to clear the final dues and complete the documentation requirements on or before 01.04.2021 in order to initiate the process of handing over the unit. The complainants, in compliance thereof, cleared all the dues on 07.04.2022 and duly completed the requisite documentation.

VI. That it is pertinent to mention that in the year 2019, the applicable stamp duty for registration of a conveyance deed in case of joint ownership (Male & Female) was 4%. However, in the year 2021, the said rate was increased to 5%, thereby imposing an additional financial burden upon the complainants. The delay caused by the respondent in offering and executing the conveyance deed has directly resulted in such extra financial liability upon the complainants.

VII. That in addition to the aforesaid illegalities, the respondent has further failed and neglected to pay the delay possession charges as stipulated under the builder buyer agreement as well as under Section 18(1) of the Act, 2016. This denial, coupled with the coercive collection of advance CAM charges and refusal to execute the conveyance deed in time, establishes a clear case of deficiency in service, unfair trade practice, and breach of the mandatory provisions of law.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
   a) Direct the respondent to pay delay possession charges.
   b) Direct the respondent to refund the advance CAM charges collected for a period of 24 months.

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 respondent:

6. The respondent vide reply dated 03.12.2025 has contested the complaint on the following grounds:

   i. That the possession was offered to the complainants on 09.08.2019, with an option to take possession finally upon payment of full sale consideration. However, since the complainant opted to stick with the payment plan until 2021, they took the possession on 18.11.2019 and thereafter, executed a conveyance deed dated 06.09.2021. The lack of bonafide of the complainants is apparent that after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent, they chose to remain silent for such a long period and have approached this authority to extort money. The complainants chose to never raise any claim towards delay possession

charges, as they knew that there was no delay in the handing over of possession to the complainants. The present complaint is not maintainable in view of the fact that the conveyance deed has already been executed and the respondent is absolved of all or any liability towards delay possession charges, even in terms of Section 11(4) of the Real Estate (Regulation and Development) Act, 2016.

ii. That the complainants, upon the handover of possession and execution of the conveyance deed, the allottee has accorded his satisfaction to the services provided by the developer and voluntarily discharged the developer of all its liabilities under the buyer's agreement. The unit handover letter dated 18.11.2019, executed by the complainants clearly records "Upon acceptance of possession, the liabilities and obligations of the Company as enumerated in the allotment letter/ Agreement executed in favour of the Allottee stand satisfied". Thus, the respondent is discharged of all liabilities, including the claim of delay possession charges, which are being claimed by way of present complaint.

iii. That the complainants have even accorded his satisfaction and non-claim of compensation in the recitals 12 of the conveyance deed dated 06.09.2021. Thus, the complainants cannot now be allowed to retract from their affirmations and claim any compensation, more so, when there has been no delay in handing over the possession and the unit has been handed over within the due date of possession.

iv. That the instant complaint is barred by limitation. The complainants have received the 1st offer of possession on 09.08.2019, on which date the cause of action for claiming the alleged delay compensation has arisen. The present complaint has been filed on 30.09.2025, after a gross delay of more than 6 years from the date of 1st offer of possession and 4 years from the date of 2nd offer of possession dated 02.03.2021. The complainants

cannot be allowed to sleep over its rights indefinitely and wake up at any time as he pleases.

v. That the complainants had approached the respondent and expressed an interest in booking an apartment in the residential group housing colony developed by the respondent known as "Gurgaon Greens" situated in Sector – 102, Village Dhankot, Tehsil & District Gurgaon. Prior to making the booking, the complainants conducted extensive and independent enquiries with regard to the project and it was only after they were fully satisfied about all aspects of the project, they took an independent and informed decision, uninfluenced in any manner by the respondent, to book the unit in question. Thereafter, the complainants vide an application form, applied to the respondent for provisional allotment of a unit in the project. The complainants, in pursuance of the aforesaid application form, were allotted an independent unit bearing no GGN-26-0801, Tower-26 admeasuring 1650 sq. ft., in the project vide provisional allotment letter dated 15.11.2018. The complainants consciously and willfully opted for a subvention payment plan for remittance of the sale consideration for the unit in question and further represented to the respondent that they shall remit every installment on time as per the payment schedule. The payment stages are critical in the present matter, as the same will highlight and bring to the fore, the malafide and dishonest conduct of the complainants to claim the delay possession charges. The copy of the payment plan, annexed to the application/ booking form itself, clearly shows that the payment milestone itself provided for the last payment to be made in March 2021. Thus, the claim due date of possession in 2018 is completely dishonest and malafide. The complainants were given an option to make the complete payment in 2019, upon the issuance of intimation of possession. However, since they chose to make the payment

as per the payment milestones, the final possession could not have been offered without the receipt of the complete payment and hence, the final possession was finally handed over as per the agreed payment schedule in 2021.

vi. That thereafter, buyer's agreement dated 28.11.2018 was executed between the complainants and the respondent. It is pertinent to note that the payment plan annexed with the buyer's agreement also provided for the same payment schedule running until March 2021. Hence, there was never any agreement to the contrary, claiming the due date of possession of 2019, as has been alleged.

vii. That from a bare perusal of the term and condition of Clause 7 of the Buyer's Agreement, it is abundantly clear that after the receipt of Occupation Certificate, the company was to issue an intimation of possession to the complainants, whereafter the final possession of the unit could be handed over only after the payment of total sale consideration and all other possession formalities as mentioned therein.

viii. That the complainants were irregular in payment of instalments. The respondent was constrained to issue reminders and letters to them requesting them to make payment of demanded amounts. Payment request letters, reminders etc. were sent to the complainants by the respondent clearly mentioning the amount that was outstanding and the due date for remittance of the respective amounts as per the schedule of payments, requesting the complainants to timely discharge their outstanding financial liability but to no avail.

ix. That the complainants are not "allottees" but are investors who have booked the apartment in question as a speculative investment in order to earn rental income/profit from its resale.

x. That despite there being a number of defaulters in the project, the respondent itself infused funds into the project and has diligently developed the project in question. The respondent had applied for occupation certificate on 11.02.2019. Occupation Certificate was thereafter issued by the concerned statutory authority in favour of the respondent dated 16.07.2019.

xi. That without admitting or acknowledging the truth or legality of the allegations advanced by the complainants and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act.

xii. That the construction of the project/allotted unit in question already stood completed and the respondent had already offered possession of the unit in question to the complainants. Furthermore, the project of the respondent has been registered under RERA Act, 2016 and HRERA Rules, 2017.

xiii. That the complainants were offered possession of the unit in question through 1st letter of offer of possession dated 09.08.2019 was sent to the complainants to take the possession. It was categorically informed to the complainants, that they could take the interim possession for fitout purposes or opt to take the final possession of the unit by remitting the balance sale consideration as per the statement of final dues. Since, the complainants chose to not avail the said option of taking the final possession and wanted to make the balance payment as per the payment plan in 2021, the final possession could not have been handed over in 2019, without the receipt of the total sale consideration. However, the

interim handover was given to the customer on 18.11.2019 and the keys to the unit were also handed over to the customer.

xiv. That subsequently, as per the chosen payment plan, the respondent, issued the 2nd letter of offer of possession on 02.03.2021, whereby the complainants were called upon to make the final payments and complete all possession formalities for taking the final possession of the unit in question. Additionally, as per the agreed payment terms and conditions, the respondent even credited the Maintenance Charges at the time of IOP.

xv. That an indemnity cum undertaking for possession dated 29.07.2021 was also executed by the complainants. The complainants were called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit in question to the complainants. However, the complainants approached the respondent with request for payment of compensation for the alleged delay in utter disregard of the terms and conditions of the buyer's agreement. The respondent explained to the complainants that they are not entitled to any compensation in terms of the buyer's agreement on account of the fact that there was no delay in handing over of possession of the unit to the complainants.

xvi. That the complainants approached the respondent requesting it to deliver the possession of the unit in question. A unit handover letter dated 18.11.2019 was executed by the complainants.

xvii. That after execution of the unit handover letter dated 18.11.2019 and obtaining of possession of the unit in question, the complainants is left with no right, entitlement or claim against the respondent. It needs to be highlighted that the complainants have further executed a conveyance deed dated 06.09.2021 in respect of the unit in question. The transaction between the complainants and the respondent stands concluded and no

right or liability can be asserted by the respondent or the complainants against the other. It is pertinent to take into reckoning that the complainants have obtained possession of the unit in question and have executed conveyance deed in respect thereof. The instant complaint is a gross misuse of process of law.

xviii. That the construction of the tower in which the unit in question is situated is complete and the respondent has already offered possession of the unit in question to the complainants. Therefore, there is no default or lapse on the part of the respondent and there in no equity in favour of the complainants. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent.

7. 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 those undisputed documents and submissions 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 allottee's 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 allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> **Section 34-Functions of the Authority:**
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

11. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the objections raised by the respondent:

F.I Objections regarding maintainability of complaint.

12. The respondent/promoter has raised the contention that the present complaint is not maintainable in view of the fact that the conveyance deed has already been executed and the respondent is absolved of all or any liability towards delay possession charges. The respondent has further contended that the instant complaint is barred by limitation as the complainants have received the 1st offer of possession on 09.08.2019, on which date the cause of action for claiming the alleged delay compensation has arisen. The present complaint has been filed on 30.09.2025, after a gross delay of more than 6 years from the date of 1st offer of possession. However, the Authority observes that the issues pertaining to the maintainability of a complaint subsequent to the execution of the conveyance deed, as well as the plea of limitation in relation to a claim for delay possession charges, already stand conclusively adjudicated by the Hon'ble Appellate Tribunal in its order dated 02.07.2026 passed in Appeal No. 946 of 2024 and connected matters. The Hon'ble Appellate Tribunal,

while dealing with identical objections raised by the respondent, was pleased to observe as under:

> *9. Having considered the rival submissions and perused the material available on record, this Tribunal is of the considered opinion that the allottees are entitled to delay possession charges under Section 18 of the Act on account of delayed delivery of possession by the promoter. The obligation of the promoter to hand over possession within the agreed timeline is a fundamental contractual as well as statutory obligation. Failure thereof attracts the consequences contemplated under Section 18 of the Act.*
>
> *10. The contention that execution of conveyance deed or delivery of possession extinguishes the rights of the allottees under the Act cannot be accepted. The Scheme of the Act makes it abundantly clear that the status of allottee does not stand obliterated merely because title has been conveyed. Any other interpretation would defeat the beneficial object of the legislation and permit promoter to evade liability despite admitted deficiencies or delays.*
>
> *16. The preliminary objection regarding limitation raised by the promoter deserves to be rejected. The proceedings in the present matter have been instituted under the Act. A perusal of the scheme of the Act reveals that while the legislature has specifically prescribed period of limitation for filing appeals under Section 44 and for other specified proceedings, no period of limitation has been prescribed for filing a complaint before the Authority under Section 31 of the Act. It is settled principle of statutory interpretation that where the legislature has consciously provided limitation in certain provisions and omitted the same in others, such omission cannot be supplied by judicial interpretation. Consequently, no limitation period can be imported into Section 31 of the Act by implication.*
>
> *17. It is also well-settled that the provisions of the Limitation Act, 1963 are not applicable to proceedings before special Tribunals or authorities unless such applicability is expressly provided by the statute creating the forum. The Act neither incorporates nor makes applicable the provisions of the Limitation Act to complaints instituted before the Authority. In the absence of any express legislative mandate, the provisions of the Limitation Act cannot be invoked to defeat a remedy created under a legislation enacted for protection of allottees and regulation of the real estate sector.*
>
> *19. Accordingly, the objection regarding limitation is devoid of merit and is hereby rejected. The complaint before the Authority is held to be maintainable and liable to be adjudicated on merits.*

13. In view of the above authoritative pronouncement of the Hon'ble Appellate Tribunal, the preliminary objections raised by the respondent with regard to the maintainability of the present complaint are declined being devoid of merits.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to pay delay possession charges.

14. 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."*

15. Clause 7(a) of the buyer's agreement provides for handing over of possession and is reproduced below:

> *"**7. POSSESSION***
> ***(a)**....., the company shall offer the possession of the unit to the allottees on or before 31-12-2018 or such time as may be extended by the competent authority..."*

16. The respondent/promoter has proposed to handover possession of the subject unit on or before 31.12.2018. Therefore, the due date of possession comes out to be 31.12.2018.

17. **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.*

18. 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.

19. 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., 29.09.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

20. On consideration of the documents available on record as well as submissions made by the parties, 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(a) of the buyer's agreement, the due date of possession was 31.12.2018. The occupation certificate was granted by the concerned authority on 16.07.2019 and thereafter, the possession of the subject unit was offered to the complainants vide letter dated 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 possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 28.11.2018 to hand over the possession within the stipulated period.

21. 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 16.07.2019. The respondent offered the possession of the unit in question to the complainants only on 09.08.2019, so it can be said that the complainants came 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. These 2 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.

22. 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/promoter is established. As such the complainants are entitled to delay possession charges at prescribed rate of interest i.e., 10.80% p.a. w.e.f. 31.12.2018 till offer of possession i.e. 09.08.2019 plus two months i.e. 09.10.2019 as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act.

G.II Direct the respondent to refund the advance CAM charges collected for a period of 24 months.

23. The complainants have submitted that vide letter dated 09.08.2019, the respondent directed the complainants to deposit two years' advance Common Area Maintenance (CAM) charges amounting to ₹1,70,557/- stating that in case of failure to pay the said charges, the complainants would not be permitted to carry out fit-outs in the unit. Thus, the complainants were left with no option but to pay the aforesaid advance CAM charges under coercion.

24. After considering the documents available on record as well as submissions made by the parties, it is determined that the conveyance deed against the subject unit has already been executed in favour of the complainants on 06.09.2021. The Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016. The complainants took the possession of the unit as per the buyer's agreement

and got the conveyance deed executed, without any demur, protest or claim. The complainants have neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of advance CAM charges or any other charges. Also, it is a matter of record that no allegation has been levelled by the complainants that conveyance deed has been got executed under coercion or by any unfair means. The complainants could have asked for the above claim before the conveyance deed got executed between the parties. Therefore, after execution of the conveyance deed, the complainants cannot seek any refund of charges other than statutory benefits, if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no relief in this regard can be effectuated at this stage.

H. Directions of the authority

25. 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 is directed to pay interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80% per annum for every month of delay from due date of possession i.e., 31.12.2018 till offer of possession i.e. 09.08.2019 plus two months i.e. 09.10.2019 (vide proceeding dated 29.09.2026, it is inadvertently mentioned as 09.11.2019).

ii. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid.

iii. 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.

iv. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

26. The complaint stands disposed of.

27. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026

HARERA
GURUGRAM