BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: 4268-2025
Date of filing: 26.08.2025
Date of decision: 29.09.2026

Rajender Singh
R/o:- Surjan House, Bawri Gate, Bhiwani-127021 **Complainant**

Versus

Sternal Buildcon Private Limited
Registered office: 13th floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi Central Delhi DL 110001 **Respondent**

CORAM:

Shri Arun Kumar **Chairman**

APPEARANCE:

Mr. Jaswant Kataria (Advocate) **Complainant**
Mr. Venket Rao (Advocate) **Respondent**

ORDER

1. This order shall dispose of the aforesaid complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

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:

Sr. No.	Particulars	Details
1.	Name and location of the project	Signature global city 81, Gurugram, Haryana.
2.	Project area	11.9778 acres
3.	Nature of the project	Affordable Residential Independent floors (DDJAY)
4.	RERA registered/ not registered and validity status	Registered 45 of 2021 dated 27.07.2021 valid up to 30.06.2023 further extended up to 28.06.2025
5.	DTCP License no.	7 of 2021 dated 05.03.2021 valid up to 04.03.2026
6.	Provisional allotment letter	04.07.2023 (page 19 of complaint)
7.	Agreement for sale	07.11.2023 (Page 21 of complaint)
8.	Payment plan	Time linked payment plan (Page 63 of complaint)
9.	Plot no.	81-D45-B-1F, 1st floor, block B built upon a plot no. B-26 (Page 32 of complaint)
10.	Area admeasuring	546.122 Sq.ft. (carpet area) (Page 32 of complaint)
11.	Possession Clause	**Clause 7** *Schedule for possession the promoter agrees and understand that timely delivery of possession is the essence of the agreement. The promoter assured 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.....**(Emphasis supplied)*** (Page 43 of complaint)
12.	Due date of possession	28.02.2024

13.	Total sale consideration	Rs. 91,39,249/- (as per customer ledger, page 11 of written arguments submitted by the complainant)
14.	Amount paid by the complainants	Rs. 91,39,511/- (as per customer ledger, page 11 of written arguments submitted by the complainant)
15.	Reminder	30.08.2024 (page 93 of complaint)
18.	Date of Occupation Certificate	05.09.2024 (page 99 of reply)
21.	Date of offer of possession	28.02.2025 (page 100 of reply)
22.	Reminder	09.04.2025 (page 102 of reply)
23.	Pre-cancellation	15.05.2025(page 103 of reply)
24.	Cancellation	03.06.2025 (page 104 of reply)
26.	Reminder	04.10.2025 (page 107 of reply)
27.	Cancellation notice	14.10.2025 (page 109 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

a) That the complainant received provisional allotment letter dated 04.07.2023 for independent floor bearing unit no. 81-D45-B1F in block B having a carpet area of 546.12 Sq.ft. on 1st floor upon the plot no. B26 along with stilt/basement parking in project "Signature Global City 81", village Nakhdola, Sector 81, Gurugram, Haryana from the respondent. The unit in question was offered for a total sale consideration to the tune of Rs. 90,15,980/- including taxes.

b) That the agreement for sake inter-se the parties qua the unit in question was duly executed on 07.11.2023. As per the agreement, the possession of the unit in question was to be handed over to the complainant by 28.02.2024.

c) That thus, as per the assurances and even as per agreement to sale, the possession of the unit in question independent floor bearing unit no. 81-D45-B1F in block B having a carpet area of 546.12 Sq.ft. on 1st floor upon the plot no. B01 admeasuring 101.120 sq.ft. along with stilt/basement parking in

project "Signature Global City 81" of the respondent at village Nakhdola, Sector 81, Gurugram, Haryana was to be handed over by 28.02.2024.

d) That the complainant made payments of Rs. 67,63,100/- against the sale consideration of Rs. 90,15,980/-. The statement of account dated 15.07.2025 provided by the respondent also confirms the same. The payment plan opted was time linked payment plan.

e) That initially the respondent kept the complainant(s) in dark and regularly informed the complainant that the respondent will hand over the possession by 28.02.2024 for floor nature of the project as per agreement.

f) That the respondent has thus failed to deliver possession of the unit on or before the due date of possession as per agreement. There is delay in the construction as per assurances and plan of the respondent.

g) That even after receiving the payments on time from the complainant, the respondent did not give possession by the due date of possession i.e., 28.02.2024 for floor nature of the project.

h) That the complainant has been repeatedly and continuously expressing discontent and objecting to the malafide attitude of the respondent of the respondent towards its allottees. The complainant has been requesting to the respondent and has made numerous requests and efforts seeking redressal of his grievance.

i) That being highly aggrieved and frustrated by the entire circumstances and faced by the miserable attitude of the respondent, which needless to mention, has rendered the complainant completely shattered and heartbroken, the complainant is left with no other option but to approach the Authority, Gurugram.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

   I. Direct the respondent to pay delayed possession charges.

   II. Direct the respondent to deliver the possession of the unit as far as possible with compensation.

   III. Direct the respondent to pay the complainant litigation costs and litigation expenses of Rs.1,50,000/-.

   IV. Directed the respondent to pay sum of Rs.5,50,000/- for causing mental, physical harassment, frustration & grievance to the complainant & miserable attitude of the respondent and deficiency in service.

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 contested the complaint on the following grounds:

   a) That the complainant herein in the year 2023, being in search of an independent floor, learned about the project titled ***'Signature Global City 81'*** at Sector 81, Gurugram being developed by the respondent. On 04.07.2023, the complainant applied for allotment of a unit in the project of the respondent vide application no. SG-202307-33309. Pursuant to the application for allotment, an independent floor was allotted vide allotment letter dated 04.07.2023 to the complainant bearing unit no. 81-D45-B-1F in Block- B, on the 1st floor having carpet area of 546.122 sq. ft. along with the basement/stilt parking.

   b) That on 11.07.2023, a reminder to welcome letter was sent to the complainant to pay the 9% of the total sale consideration and execution of the agreement for Sale was sent to the complainant, but the complainant failed to come

forward to execute the agreement for sale. Thereafter, a letter dated 22.07.2023 was sent to the complainant pertaining to consent revocation of holding of unit.

c) That on 07.11.2023, an agreement for sale, was executed for the said unit having a sale price of Rs. 86,13,100/-, excluding all other charges, taxes, etc. as mentioned and agreed by the complainant under the agreement. The said agreement was signed by the complainant voluntarily with free will and consent without any demur. The complainant had applied for the unit only after the due diligence, verification was done, and post being fully satisfied with the project.

d) That as per the provision of clause 7.1 of the agreement, the possession of the unit was proposed to be offered by 28.02.2024 unless there is a delay or failure due to force majeure events.

e) That the complainant herein had defaulted in making the payment at various instances as per the affordable plotted colony and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the complainant as per the policy and subsequently cancellation of the unit.

f) That the complainant defaulted in making the payment on several occasions. The Respondent sent reminder letters dated 30.08.2024 and 17.09.2024. On non-receipt of the payment, the respondent issued a pre-cancellation letter dated 08.10.2024. Thereafter, the respondent issued a cancellation notice dated 24.10.2024 for non-payment of due amount. A final settlement letter dated 14.10.2024 was issued to the complainant.

g) That in the interregnum period, the Occupancy Certificate was received by the respondent vide Occupancy Certificate dated 05.09.2024. After obtaining the OC, the respondent started with the process of the offering the possession and handing over of the possession. Despite the cancellation of the independent floor, as a gesture of good will, the independent floor of the complainant was offered vide offer of possession dated 28.02.2025 along with the final demand letter granting an opportunity to clear the outstanding dues.

h) That despite granting the opportunity, the complainant miserably failed to pay the outstanding dues and the respondent issued a reminder letter dated 09.04.2025, a pre-cancellation notice dated 15.05.2025, cancellation notice dated 03.06.2025 and issued a final settlement letter dated 14.08.2025. During the said period, the complainant made a part payment.

i) That the complainant failed to make the complete payment towards the final demand letter and take over the possession. Since, the after the cancellation complainant paid some amount, a unit was reinstated and another opportunity was granted to the complainant but the complainant again defaulted in making the payment. The respondent again sent a reminder letter dated 04.10.2025, cancellation letter dated 14.10.2025 and a final settlement letter dated 01.11.2025.

j) That the complainant at the time of filing the present complaint has suppressed the material fact that the unit has been cancelled and the complainant himself is at default in making the payment. Further, till now the complainant has paid an amount of Rs. 86,13,100/- (including credit note of Rs. 3,12,500/-) towards the total sale consideration of Rs.90,15,980/-.

k) That the committed date of possession fell at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of

Finance (MOF) vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the Regulatory Authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid 19.

l) That further, the Authority at Panchkula upon considering the obstructions/challenges faced by various Real Estate Developers due to second wave of Covid–19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the respondent is entitled for 3 months extension for completion of the project.

m) That subsequently, upon removal of the Covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the project. Despite facing shortage in workforce, materials and transportation, the Respondent managed to continue with the construction work and completed the project. That the respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the project. In the interest of justice, the respondent being a bona-fide may also be entitled to an

extension for the inadvertent delay so caused in the construction of the project owing to the world-wide Covid-19 pandemic.

n) That construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc., to mitigate the adverse effects of the pollution. Due to such ban on construction, the Promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. The said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.

o) That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various *force majeure* circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been duly handed over to the complainant.

p) That the project in question has already been completed, an occupation certificate was obtained on 05.09.2024, and the possession was offered on 28.02.2025. Therefore, despite offering the possession, the complainant himself defaulted in taking over the possession.

q) That the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. The complainant is trying

to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention.

r) That there exists no cause of action as much as in favour of the complainant or against the respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. The present complaint is an utter abuse of the process of law and hence deserves to be dismissed.

7. All other averments made in the complaint were denied in toto.

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 those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

9. 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

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 allottees 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 complainants at a later stage.

F. Findings on the objections raised by the respondent.

F. I Objection regarding force majeure conditions.

13. The respondent /promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay.

14. Further, the Authority has examined the possession clause of the agreement and observed that the respondent-promoter proposed to hand over possession of the allotted unit by 28.02.2024. As per HARERA Notification No. 9/3-2020 dated 26.05.2020, an extension of six months was granted for projects having a completion/due date on or after 25.03.2020. The completion date of the aforesaid project, in which the subject unit has been allotted to the complainant, is 28.02.2024, i.e., after 25.03.2020. However, in the present case, the builder buyer agreement was executed in the year 2023, therefore, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the stipulated timeframe for possession accordingly. Consequently, any extension of time for handing over possession on account of COVID-19 cannot be granted, and the due date for handing over possession remains unchanged, i.e., 28.02.2024.

G. Findings on the relief sought by the complainant.

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

15. The factual matrix of the case reveals that the complainant was allotted an independent floor bearing No. 81-D45-B-1F, First Floor, Block B, constructed upon Plot No. B-26 in the respondent's project, for a sale consideration of Rs. 90,15,980/-. A Buyer's Agreement was executed between the parties on 07.11.2023. The possession of the unit was to be offered on or before 28.02.2024. The complainant paid a sum of Rs. 91,39,511/- towards the subject unit. The respondent obtained the Occupation Certificate from the competent authority on 05.09.2024 and offered possession of the unit to the complainant on 28.02.2025. Subsequently, the respondent issued a reminder letter dated 09.04.2025, raising a demand of Rs. 26,17,714/-. Thereafter, a pre-cancellation notice was issued on 15.05.2025, followed by a cancellation letter dated 03.06.2025. The respondent again issued a reminder letter dated 04.10.2025, raising a demand of Rs. 12,41,962/-. As the complainant failed to clear the outstanding dues, the

respondent again cancelled the allotment by issuing a cancellation letter dated 14.10.2025.

16. At the time of cancellation of the allotment, the respondent had already received an amount of Rs. 67,63,100/-. As per the customer ledger placed on record at page no. 10 of the written arguments filed by the complainant, it is evident that even after issuance of the cancellation letter dated 14.10.2025, the complainant made further payments, which were duly accepted by the respondent. Further, as per the statement of account dated 06.02.2026, it is clearly reflected that the complainant had paid an amount of Rs. 91,39,511/-, which constitutes the entire sale consideration of the unit against the total sale consideration of Rs. 91,39,249/-. It is further evident that, despite issuance of the cancellation letter dated 14.10.2025 and raising a demand of Rs. 12,41,962/-, the respondent accepted further payments from the complainant amounting to Rs. 4,41,000/- on 12.12.2025 and Rs. 85,411/- on 04.02.2026. By accepting payments after cancellation, the respondent itself treated the allotment as continuing. Therefore, the respondent cannot now rely upon the earlier cancellation, which stood rendered ineffective by its subsequent conduct

17. Moreover, possession of the unit was required to be handed over to the complainant by 28.02.2024. However, the respondent-promoter obtained the Occupation Certificate from the competent authority on 05.09.2024 and thereafter offered possession of the unit to the complainant on 28.02.2025. Accordingly, the interest accrued for the period of delay is liable to be taken into consideration while determining the amount payable by the complainant. Upon adjustment of the interest payable for the delay period, the respondent would, in fact, be liable to pay an amount to the complainant.

18. Despite the aforesaid position, the respondent proceeded to cancel the allotment on the ground of non-payment, without considering the amount which was already taken by the respondent after the cancellation and interest payable for the period of delay. This is particularly significant as the complainant had already paid the entire sale consideration of the unit. Accordingly, the cancellation of the allotment on the ground of non-payment is not sustainable and is hereby quashed.
19. The complainant herein intends to continue with the project and is 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."*

20. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, ibid. 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.*

21. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid 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.

22. 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%.

23. 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;"*

24. 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 them in case of delayed possession charges.

25. On consideration of the documents available on record and submissions made by both 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 dated 07.11.2023. By virtue of clause 7.1 of the agreement for sale, the possession of the subject apartment was to be delivered by 28.02.2024.

26. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. 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 complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 28.02.2024 till the date of offer of possession (28.02.2025) plus two months i.e., 28.04.2025 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

G.II Direct the respondent to deliver the possession of the unit as far as possible with compensation.

27. 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 05.09.2024. The respondent offered the possession of the unit in question to the complainants only on 28.02.2025. 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 complainant should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically he has 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.

G.III Direct the respondent to pay compensation.

28. The complainants are seeking above mentioned relief w.r.t. litigation cost. ***Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and***

Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357 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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

H. Directions of the authority

29. 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 cancellation notice dated 14.10.2025 is hereby set aside and held to be invalid. The respondent is directed pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainants itself from due date of possession i.e., 28.02.2024 till the date of offer of possession (28.02.2025) plus two months i.e., 28.04.2025 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid. 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.

II. The rate of interest chargeable from the allottees 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 allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

III. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

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

30. Complaint stands disposed of.

31. File be consigned to registry.

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

HARERA
GURUGRAM