BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision : 13.10.2026

NAME OF THE BUILDER		**M/s Burman GSC Estate Private Limited**	
PROJECT NAME		**"Gurgaon Spectrum Centre", Sector 82A, Gurugram, Haryana**	
Sr. No.	**Case No.**	**Case title**	**Appearance**
1.	CR/2775/2025	Hemant Sharma V/S Burman GSC Estate Private Limited	Shri Krishan Gopal (Advocate) Shri Vinay Kumar Yadav (Advocate)
2.	CR/1153/2025	Amit Mongia and Samta Mehra V/S Burman GSC Estate Private Limited	Ms. Riya Thomas (Advocate) Shri Vinay Kumar Yadav (Advocate)
3.	CR/1137/2025	Poonam Pandey and Dharmesh Chandra Pandey V/S Burman GSC Estate Private Limited	Ms. Riya Thomas (Advocate) Shri Vinay Kumar Yadav (Advocate)
4	CR/989/2025	Ganjan Tripathi and Another V/S Burman GSC Estate Private Limited	Ms. Riya Thomas (Advocate) Shri Vinay Kumar Yadav (Advocate)

CORAM:
Shri Arun Kumar **Chairman**

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.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, Gurgaon Spectrum Centre", Sector 82A being developed by the same respondent/promoter i.e., M/s Burman GSC Estate Private Limited. The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges and other reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"Gurgaon Spectrum Centre", Sector 82A, Gurugram, Haryana
Nature of the project	Serviced Apartment
Project area	4.4375 Acre
DTCP License No. and validity	License no. 135 of 2008 Dated-28.06.2006

HRERA Registered	Registered
Possession Clause (13.4)	..... *the developer proposes to offer the possession of the serviced apartment to the allottee within a period of 45 months from the date of execution of this agreement. The allottee further agrees and understands that the developer shall additionally be entitled to a period of 180 days, after the expiry of the said commitment period to allow for unforeseen delays beyond the reasonable control of the developer.....*
CR No. 2775/ 2025	***Possession Clause 7.1***..... *Schedule for possession of the said Serviced Apartment - The Promoter agrees and understands that timely delivery of possession of the Serviced Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Serviced Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place* ***on June, 2020****, unless there is delay or failure due to Force Majeure conditions. If, however, completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Serviced Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment, after deducting assured returns if any, within 45 days from that date...*

S.N	CR NO.	Serviced Apartment no. and area	Date of buyer agreement	Due date of possession	Date of occupation certificate	Offer of possession	Relief
1.	CR/2775/2025 He	813, 8th floor	21.06.2019 (page 32 of	December 2020	19.11.2024.	Virtual Possession:	1. **DPC** 2. **Handover of possession.**

	mant Sharma Vs Burman GSC Estate Private Limited **D.O.F:** 16.06.2025 **Reply received:** 29.10.2025	(page 37 of complaint) **Area:** 345 sq.ft.	complaint)	(grace period allowed)		29.11.2024 BSP: Rs. Rs. 64,83,575/- (page 38 of complaint) A.P: Rs. Rs. 54,55,307/-	***3.* Compensation**
2	**CR/1153/2025** Amit Mongia and Samta Mehta Vs Burman GSC Estate Private	714, 7th floor (page 38 of complaint) **Area:** 663 sq.ft.	25.01.2017 (page 37 of complaint) Rental Pool Agreement:	25.04.2021 (grace period allowed)	19.11.2024 (Page 57 of reply)	Virtual Possession: 29.11.2024 BSC: Rs. Rs. 58,01,250/- (page 45 of complaint)	***1.* DPC** ***2.* Handover of possession.** *3.* **Compensation**

	Limited **D.O.F:** 19.03.2025 **Reply received:** 26.11.2025		25.01.2017			A.P: Rs. Rs. 69,44,869/-	
3	**CR/1137/2025** Poonam Pandey and Dharmesh Chandra Vs Burman GSC Estate Private Limited. **D.O.F:** 19.03.2025	704, 7th floor (page 35 of complaint) **Area:** 663 sq.ft	21.10.2016 (page 34 of complaint) **Rental Pool Agreement:** 21.10.2016	21.01.2021 **(grace period is allowed)**	19.11.2024 (Page 153 of complaint)	Virtual possession: 29.11.2024 BSC: Rs. Rs. 56,27,213/- (page 42 of complaint) A.P: Rs. Rs. 71,37,319/-	1. **DPC** 2. **Handover of possession.** 3. **Compensation**

	Reply received: 26.11.2025						
4	**CR/989/2025** Ganjan Trpathi and Another Vs Burman GSC Estate Private Limited **D.O.F:** 19.03.2025 **Reply received:** 26.11.2025	603, 6th floor (page 43 of complaint) **Area:** 663 sq.ft	21.10.2016 (page 42 of complaint) **Rental Pool Agreement:** 21.10.2016	21.01.2021 **(grace period is allowed)**	19.11.2024 (page 166 of complaint)	Virtual possession: 29.11.2024 BSC: Rs. Rs. 56,27,213/- (page 46 of complaint) A.P: Rs. Rs. 71,49,829/-	1. **DPC** 2. **Handover of possession.** 3. **Compensation**

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the

possession by the due date, seeking the physical possession of the unit along with delayed possession charges and other reliefs.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case ***CR/2775/2025 titled as "Hemant Sharma Vs. M/s Burman GSC Estate Private Limited"*** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

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

CR/2775/2025 titled as "Hemant Sharma Vs. M/s Burman GSC Estate Private Limited"

S. No	Particulars	Details
1.	Name of the project	"Gurgaon Spectrum Centre", Sector 82A, Gurugram, Haryana
2.	Project area	4.4375 Acre
3.	Nature of the project	Serviced Apartment
4	RERA Registered/ not registered	Registered
5	Serviced apartment no.	813, 8th floor (page 37 of complaint)
6	Unit area admeasuring	345 sq.ft. (page 37 of complaint)

7.	Date of execution of agreement to sell	21.06.2019 (page 32 of complaint)
8	Possession clause 7.1	..... *Schedule for possession of the said Serviced Apartment - The Promoter agrees and understands that timely delivery of possession of the Serviced Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Serviced Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place* ***on June, 2020,*** *unless there is delay or failure due to Force Majeure conditions. If, however, completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Serviced Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment, after deducting assured returns if any, within 45 days from that date.....*
9	Due date of possession	June 2020 (As per possession clause)
10	Basic sale consideration	Rs. 64,83,575/- (page 38 of complaint)
11	Amount paid by the complainant	Rs. 54,55,307/-
12	Occupation certificate /Completion certificate	19.11.2024 (Page 57 of reply)
13	Offer of virtual possession	29.11.2024 (page 60 of reply)

B. Facts of the complaint

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

a) That the Real Estate Project named "**Gurgaon Spectrum Centre**", (hereinafter '**the Project**') which is the subject matter of present complaint, is situated at Sector-82A, District Gurugram, therefore, the Hon'ble Authority has the jurisdiction to try and decide the present complaint.

b) The District Town and Country Planning (DTCP) had granted the commencement certificate for development of the Project on 28.06.2008 and the project was registered with the Haryana Real Estate Regulatory Authority at Panchkula on 18.09.2017 vide registration no. 222 of 2017.

c) That the respondent had advertised themselves as a very ethical business group that lives onto its commitments in delivering its housing/commercial projects as per promised quality standards and agreed timelines. The respondent while launching and advertising any new housing/commercial project always commits and promises to the targeted consumer that their dream units will be completed and delivered to them within the time agreed initially in the agreement while selling the dwelling unit to them. They also assured the consumers, like the complainant, that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project.

d) That the respondent was very well aware of the fact that, in today's scenario the status of the construction of housing/commercial projects in India, especially in NCR, is the key factor to sell any dwelling unit. The delivery of unit within the agreed and promised timelines is the prime factor which a consumer would consider while purchasing his/her/their dream unit. Respondent, therefore used this tool, which is directly connected to emotions of gullible consumers, in

its marketing plan and always represented and warranted to the consumers that their dream unit will be delivered within the agreed timelines and the consumers will not go through the hardship of paying instalments of the loan for the unit, without getting any benefits out of the unit, beyond the agreed timeline.

e) That after seeing many alluring advertisements of the respondents in different newspapers about offering of Units in the project, the complainant contacted the respondent to purchase a unit in the project and the complainant had booked a **Unit/Service apartment No. 813 (hereinafter 'the unit'), on 08th Floor, having carpet Area 345.20 Sq. Ft. along with right to use Basement Covered Car Parking vide application no. GSC 115 dated 05.06.2015** in the Project for a basic sale price @ 8575/- per Sq. Ft. and a fix amount of Rs 5,00,000/- for right to use basement covered car parking. In total the price for the unit and car parking was rupees 69,83,575/- excluding taxes. Complainant had paid a sum of Rs. 3,00,000/- on 03.07.2014 as booking amount, in respect of the above said unit and the respondent had issued receipt bearing No. GSC/076/2014-15.

f) That thereafter, an Allotment Letter dated 05.11.2015 has been issued by the respondent for the said unit in favour of the complainant.

g) That after much persuasion since November 2015, the Respondent had sent the Builder Buyer Agreement (BBA) / Agreement for Sale (hereinafter '**the Agreement**') on September 2016 to the complainant which was finally executed on 21st June, 2019 after a lot off discussions between the executives of the respondent and the complainant on the reluctant behaviour of the respondent to complete the project in time-bound manner.

h) That as per the BBA / Agreement for Sale the respondent agreed to complete the project and handed over the possession of the allotted unit to the complainant till **June, 2020** unless there is delay or failure due to Force Majeure conditions as per clause 7.1 of the agreement.

i) That after getting the allotment letter and the agreement, the complainant had enquired several times through emails and calls from the executives of the respondent about the period of completion of the project and handing over the possession of the unit to the complainant. Surprisingly, every time the executives of the respondent assured the complainant that he will get the possession of the unit as per the agreed time in the Agreement, i.e. June, 2020.

j) That the above said agreed time limit for completion of the project and handing over the possession of the unit has already been expired almost 5 years ago but till date the respondent has not handed over the physical possession of the unit to the complainant.

k) That despite repeated demand by the complainant for the possession of the unit, the executives of the respondent did not pay any heed to the demands of the complainant.

l) That after expiry of the agreed time limit as per the agreement for competition of the unit, the complainant sought for possession of the unit time and again from the executives of the respondent but every time the complainant was excused on one pretext to another by the executives of the respondents.

m) That few months ago, the complainant visited on the site of the Project where the project to be developed by the respondent and he was shocked to see that the unit is almost complete except some internal furnishing works and despite

that, the respondent is reluctant to complete the work and to hand over the possession of the unit to the complainant.

n) Thereafter, after much discussion between the complainant and the respondent one-to-one and over calls for completing the unit and handing over the possession, the respondent had played a completely fraud tactics by sending a conditional virtual possession letter with an arbitrary demand notice for an amount of Rs. 20,25,015/- including Rs. 5,04,984 as interest amount to be paid by the complainant. This was done by the respondent to cheat the complainant for the purpose of delaying in giving the possession of the unit.

o) That after receiving the conditional virtual possession letter, the complainant had mailed the respondent to enquire about the arbitrary interest demand by him. in reply through mail, the respondent said that they had taken the complainant's concern for review to management and thereafter they never replied to the complainant.

p) That the complainant was astonished when he received calls from the office of the respondent offering the complainant to take his money back instead of taking possession of the unit.

q) That the complainant had already been paid a total sum of Rs. 54,55,307/- to the respondent in respect of the unit till date which was acknowledged by the respondent in its statement of account referred in the demand note shared along with the virtual possession letter.

r) That the complainant has invested his hard-earned money in this project to get the said unit for his future prospectives. The complainant has a lot of expectations and plans for the unit and therefore, he has been invested in this unit from the last 10 years.

s) That the respondent had no right to unilaterally hold the hard-earned money of the complainant without paying interest and compensation to the complainant, for delaying in handing over the unit and completion of the project.

t) As per the demands raised by the respondent, based on the payment plan, the complainant has already paid a total sum of Rs. 54,55,307/- towards the said unit and the remaining amount will be paid by the complainant on delivery of possession of the unit as per the payment plan.

u) That the complainant contacted the respondent on several occasions and was regularly in touch with the respondent. The respondent had never given any satisfactory response to the complainant regarding the status of the construction and was never certain about delivery of the possession.

v) That the respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, buyers agreement and the different advertisements released from time to time. Further, such acts of the respondent are also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.

w) That the complainant has suffered a huge lose in as much as he had deposited the money in the hope of getting timely delivery of the said Unit. He has not only been deprived of the timely possession of the said Unit but also incurred lose for the prospective return he could have got from the Unit through rent or if he had invested in fixed deposit in bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the Agreement. There is a delay of almost 5 years on the part of the respondent to hand over the possession of the Unit to the complainant. As such, complainant is entitled for interest on the amount he had deposited against the consideration of the

Unit and also for compensation and damages in delaying the possession of the Unit under section 18 and 19 of the Real Estate (Regulation and Development) Act, 2016.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):

I. To pay interest to the complainant for every month delay in delivering the possession of the unit as per the prescribed rate till the handing over of the possession.

II. Direct the respondent to give possession of the unit to the complainant after completion of the unit as per the terms of the agreement.

III. To pay compensation in the tune of Rs. 1,03,45,000/- to the complainant for the loss of revenue caused to him due to the failure of the respondent in discharging its obligation imposed on it in accordance with the terms of the agreement, calculated as rupees 1.25 lakhs monthly revenue for 5 years from June, 2020 till June, 2025 along with 12% p.a. compound interest.

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

D. Reply by the respondent

11. The respondent has contested the complaint on the following grounds.

a) That it is submitted that before booking, the complainant made several visits to the office of the respondent to know about the details of the project titled as **"The Spectrum"**, Sector -82A [hereinafter referred to as **'Project'**] located at Sector 82-A, Gurugram, Haryana. That the complainant enquired about the veracity of the project of respondent and had immense interest to invest in the project for profits/financial gains, as it is a **commercial project**. Therefore, the complainant came forward to invest in the project of respondent to extract

speculative gains. That the complainant booked a unit by paying the requisite booking amount in the project of the respondent subject to the payment plan as accepted there under in the application form.

b) That it is contended to note that the respondent being in a position of developer did not make any false promises or had not given fake assurances to the complainant. That all the terms and conditions were made crystal clear to the complainant at the time of booking and the application form therein and also at the time of execution of agreement to sell/Builder Buyers Agreement. That the complainant proceeded with the agreement to sell/builder buyers agreement will-fully agreeing to the same without any objections whatsoever.

c) That the project was delayed due to the reasons that the Hon'ble National Green Tribunal(NGT) had passed orders governing the entry and exit of vehicles in NCR region and the Hon'ble NGT has passed orders with regard to phasing out the 10 year old diesel vehicles from NCR. The pollution levels of NCR region have been quite high for the last couple of years at the time of change in weather in November every year. The delay in completion of project is mainly on account of orders of the National Green Tribunal (NGT) for banning construction activities at project site. The said orders were passed by the NGT from time to time due to unforeseen rise in pollution and high risk in air quality index. It is pertinent to note that re-mobilization of resources and commencing works in full swing after lifting of the ban is a slow process and therefore the overall impact of the ban was much extensive as compared to the actual ban. The Contractor of respondent could not undertake construction for approximately 2-3 months every year, in compliance of the orders of Hon'ble National Green Tribunal. There were frequent disturbances and disruptions in

completion of construction activity at the spot causing delays which were unforeseen and absolutely beyond the power and control of the respondent. The details of the ban on construction and the number of days affected due to the same are enumerated herein below:-

Sr. No.	Year	Start Date	End Date	No. of Days	Remarks
1	2018	01/11/2018	10/11/2018	9	Complete Ban
2	2019	01/11/2019	09/12/2019	38	Complete Ban
3	2019	09/12/2019	14/02/2020	67	Partial Ban
4	2020	Loss in productivity of manpower output.		90	
5	2020	COVID-19-Delay in procurement of Kitchen equipment package, loose furniture.		116	

Copies of the aforesaid orders of NGT are enclosed along with this form.

Validity of Registration Certificate=30th December 2020

Impact of NGT Ban & Covid-19 from date of registration until February 2020 = 320 days

d) Further the impact of lockdown to curb the spread of Novel Corona Virus (Covid 19) leading to a complete halt in all activities except essential services has led to substantial delays in re-mobilization of manpower followed by adherence of MHA guidelines that has led to loss of productivity in manpower outputs to complete the works at site. Though we have ensured fast tracking the activities by targeting the completion of parallel work front and procurement of sourced items at site, few critical path activities have been delayed on the account of compliance of MHA guidelines to control the spread of Covid-19 in 2020 followed by Omicron in the year 2021 and the same is unforeseen delay beyond the control of the developer. Due to spread of Covid-19 and Omicron the

Hon'ble Apex Court have extended all Kinds of Limitations from 15th March 2020 till 28th Feb 2022.

e) The developer/builder committed to handover timely possession and hence with facing the aforesaid difficulties the construction of the project has been completed in February 2023, the aforesaid fact of completion of work can be verified with the spot inspection. Promptly after completion of project, the developer/respondent had applied for the grant of occupation certificate but the same application has been returned in original by the DGTCP, by stating the reason that the company shall apply for change in name of company under the beneficial policy dated 18.02.2015 or after the decision of Hon'ble High Court in CWP No. 9586 of 2021 titled as Burman Estate Pvt. Ltd. Vs. State of Haryana. The respondent/developer was and still committed to give possession of the allotted unit within prescribed time but the unforeseen delay has been caused due to reasons stated above, which are beyond the power and control of the respondent/developer. The Occupation Certificate has been duly issued by the department of Town and Country Planning, Chandigarh, Haryana vide Memo No. ZP-464-Vol.-II/PA(DK)/2024/34907 dated 19.11.2024and promptly after obtaining the occupation certificate the developer/promotor has duly offered the possession of the said unit no. 813 to the complainant vide offer of possession dated 29/11/2024 duly send to the complainant via email dated 6/12/2024 and registered post also.

f) That the respondent/developer have already spent enormous amount of money towards the due construction and development of the project of which occupation certificate was already applied but had been returned due to reason stated above. The respondent has filed their reply against show cause notice

dated 02.04.2021 to The Director, town and Country Planning, Department Haryana in pursuant to order dated 10.10.2023 passed by the Hon'ble Punjab and Haryana High Court, Chandigarh on which hearing has been conducted on dated 02.02.2024 and the order of DGTCP was awaited. Now the aforesaid matter has been decided and settled, all formalities has been completed and the occupation certificate has been duly issued by the department of Town and Country Planning, Chandigarh, Haryana vide Memo No. ZP-464-Vol.-II/PA(DK)/2024/34907 dated 19.11.2024 and promptly after obtaining the occupation certificate the developer/promotor has duly offered the possession of the said unit no. 813 to the complainant vide offer of possession dated 29/11/2024 duly send to the complainant via email dated 6/12/2024 and registered post also.

g) That the respondent/developers spent enormous sums of money (including funds borrowed from banks and financial institutions and other entities) and have duly performed their obligations have been unable to realize the proceeds of the said project from the complainant and the legitimate dues of the respondent/developers for no just and valid cause have been withheld by the allottees. The complainant has violated several provisions of the RERA Act, 2016 and Haryana RERA Rules, 2017 and are liable for the same. On account of such breaches, delays and defaults of the respondents it is the respondent/developers who are entitled to claim compensation from the allottees including complainant. That as per Section 38 of the RERA Act, 2016, this Hon'ble Authority has the power to impose penalty or interest in regard to any contravention of obligations casted upon the complainant under the RERA Act, 2016 or the Haryana RERA Rules, 2017 and the regulations.

h) That the complainant intentionally concealed material facts and filed present complaint with the sole purpose of avoiding the agreed terms of the agreement and to gain unlawful enrichment. That it is brought to the knowledge of the Authority that the complainant is guilty of placing untrue facts and are attempting to hide the true colour of the intention of the complainant. The present complaint is devoid of merit and thus liable to be dismissed. That the complainant has alleged some baseless allegations without stating as to how they are being aggrieved by the respondent. The complainant be put to the strict proof of the same. It is humbly submitted that the complainant has not come this court with clean hands and has withheld crucial information and the said complaint is liable to be dismissed on this ground alone.

i) That the complainant is trying to shift his onus of failure on the respondent as it is the complainant who failed to comply his part of obligation and miserably failed to pay the instalments in time, which clearly shows the gross misconduct and malafide motive of the complainant who has pre-determined mala-fide motive to cause harassment and financial loss to the respondent by raising baseless and absurd allegations which are not maintainable in the eyes of law.

j) That, it is evident that the entire case of the complainant is nothing but a web of lies and false and frivolous allegations made against the respondent and the same is an afterthought and a concocted story. That the various contentions and claims as raised by the complainant is fictitious, baseless, vague, and wrong and created to misrepresent and mislead this Authority, for the reasons stated above. That it is further submitted that none of the reliefs as prayed for by the complainant is sustainable before the Authority and in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for

wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

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

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

E. Jurisdiction of the authority

14. 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

15. 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

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

> *"Section 11*
>
> .....
>
> ***(4) The promoter shall-***
>
> ***(a)*** *be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance*

of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

17. 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 the objections raised by the respondent.

F. I Objection regarding delay due to force majeure circumstances.

18. In all the above-mentioned complaints, the authority has gone through the possession clause of the agreement and observed that the promoter has proposed to hand over the possession of the subject units on or before 2020. Therefore, the due date of possession comes out to be June 2020. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic.

G. Findings on the relief sought by the complainant

G.I Direct the respondent to pay the delayed possession charges to the complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act and handover.

G.II Direct the respondent to give possession of the unit to the complainant after completion of the unit as per the terms of the agreement

19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by her as provided under the proviso to Section 18(1) of the Act which 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. Clause 7.1 of the buyer's agreement (in short, the agreement) provides the time period for handing over possession and the same is reproduced below:

> *"Schedule for possession of the said Serviced Apartment - The Promoter agrees and understands that timely delivery of possession of the Serviced Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Serviced Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place* ***on June, 2020,*** *unless there is delay or failure due to Force Majeure conditions. If, however, completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Serviced Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment, after deducting assured returns if any, within 45 days from that date...."*

21. **Due date of handing over possession:** As per clause possession clause of the agreement and observed that the promoter has proposed to hand over the possession of the subject unit on or before June 2020. Therefore, the due date of possession comes out to be June 2020. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to December 2020.

22. **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(s) 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, 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]***
>
> *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.*

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

24. 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%.

25. 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;"*

26. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondents/ promoters which is the same as is being granted to them in case of delayed possession charges.

27. On consideration of the circumstances, the evidence and other records and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The due date of handing over possession was December 2020. As far as grace period is concerned, the same is allowed for the reasons quoted above. The occupation certificate has been received by the respondent on 19.11.2024 and respondent offered virtual possession of the subject unit to the complainant on 29.11.2024. 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 to hand over the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 31.12.2020 (December 2020) till valid offer of possession plus 2 months.

28. Further, as per Section 19(10) of Act of 2016, the allottees are under an obligation 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 19.11.2024. There is nothing on record which shows that respondent has offered possession to the complainant till date. So, it can be said that the complainant 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 month of reasonable time is being given to the complainant 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. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 31.12.2020 (December 2020) till offer of possession plus 2 months as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

29. 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 at prescribed rate of interest i.e., 10.80% p.a. w.e.f. 31.12.2020 (December 2020) till offer of possession plus 2 months as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

30. Further, it is pertinent to note that the complainant has voluntarily entered into an arrangement whereby the physical possession of the serviced apartment has been handed over to the Rental Pool Entity. Accordingly, no direction for handing over physical possession is warranted. However, the respondent is directed to execute the conveyance deed in favour of the complainant in accordance with the provisions of Section 17 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016).

G.III Compensation.

31. The complainants are seeking the above-mentioned relief w.r.t. compensation. The Hon'ble Supreme Court of India in *Civil Appeal nos. 6745-6749 of 2021* titled as *M/s Newtech Promoters and Developers Ltd. V/s State of UP & Ors.(supra)*, has held that an allottee is entitled to claim compensation and 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 and litigation expense shall be adjudged by the adjudicating officer having due

regards to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

H. Directions of the authority

32. 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 delayed possession charges at the prescribed rate of interest i.e., 10.80% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e. 31.12.2020 (December 2020) till offer of possession plus 2 months as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

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 complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

IV. 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.

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

VI. The respondent is directed to execute the conveyance deed in favour of the complainant in accordance with the provisions of Section 17 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016).

33. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

34. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

35. Files be consigned to registry.

Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.10.2026

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