BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Order: 17.11.2026

NAME OF THE BUILDER		VIKAS PARK PRIVATE LIMITED	
PROJECT NAME		"HERO HOMES"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3565/2025	Surinder Singh Negi V/S Vikas Park Private Limited	Sh. Ashwani Kumar Singla (Advocate for complainant) Sh. Sumesh Malhotra (Advocates for respondent)
2.	CR/4475/2025	Vishek Verma V/S Vikas Park Private Limited	Sh. Gaurav Bhardwaj (Advocate for complainant) Sh. Avinash Kumar Singh (Advocates for respondent)
3.	CR/4793/2025	Indraneel Bhattacharya and Ananya Bhattacharya V/S Vikas Park Private Limited	Sh. Gaurav Bhardwaj (Advocate for complainant) Sh. Sumesh Malhotra (Advocate for respondent)

CORAM:

Shri Arun Kumar **Chairman**

ORDER

1. This order shall dispose of all the 3 complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and

functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

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, "Hero Homes" situated at Sector-104, Gurugram being developed by the respondent/promoter i.e., M/s Vikas Park Private Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to delay possession charges.

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	**Vikas Park Private Limited at "Hero Homes" situated in Sector- 104, Gurugram.**		
Occupation certificate: 20.01.2025			
Complaint No. & Case Title	**CR/3565/2025 Surinder Singh Negi V/S Vikas Park Private Limited**	**CR/4475/2025 Vishek Verma V/S Vikas Park Private Limited**	**CR /4793/2025 Indraneel Bhattacharya and Ananya Bhattacharya V/S Vikas Park Private Limited**
Reply status	19.11.2025	10.03.2026	24.02.2026
Unit no.	201, 2nd Floor & Tower-T-03 (As per page no. 19 of the complaint)	2403, 24th Floor & Tower-T-02 (As per page no. 55 of the complaint)	1701, 17th Floor & Tower-T-04 (As per page no. 56 of the complaint)
Area admeasuring	1099 sq. ft. (Super area) (As per page no. 19 of the complaint)	1389 sq. ft. (Super area) (As per page no. 55 of the complaint)	1689 sq. ft. (Super area) (As per page no. 56 of the complaint)
Date of execution of apartment buyer's agreement	22.04.2019 (As per page no. 17 of the complaint)	18.05.2019 (As per page no. 52 of the complaint)	08.05.2019 (As per page no. 51 of the complaint)
Due date of handing over of possession	28.02.2024	28.02.2024	28.02.2024

	(Note: 31.08.2023 + grace period of 6 months on account of Covid-19] (As mentioned in para 7.1 of the buyer's agreement on page no. 24 of complaint)	**(Note: 31.08.2023 + grace period of 6 months on account of Covid-19]** (As mentioned in para 7.1 of the buyer's agreement on page no. 60 of complaint)	**(Note: 31.08.2023 + grace period of 6 months on account of Covid-19]** (As mentioned in para 7.1 of the buyer's agreement on page no. 66 of complaint)
Offer of possession	25.02.2025 (As per page no. 48 of the complaint)	25.02.2025 (As per page no. 98 of the complaint)	25.02.2025 (As per page no. 41 of the reply)
Total Consideration / Total Amount paid by the complainant(s)	**TSC: Rs.77,53,105 /-** (As per page no. 20 of the complaint) **AP: Rs.7,54,821/-** (As per customer ledger on page no. 56 of the complaint)	**TSC: Rs.92,98,655/-** (As per payment plan on page no. 97 of the complaint) **AP: Rs.92,98,655/-** (As per customer ledger on page no. 97 of the complaint)	**TSC: Rs.1,05,71,800/-** (As per payment plan on page no. 112 of the complaint) **AP: Rs.1,19,59,088/-** (As per customer ledger on page no. 117 of the complaint)
Conveyance Deed	05.06.2025 (As per page no. 50 of the reply)	02.06.2025 (As per page no. 42 of the reply)	27.06.2025 (As per page no. 129 of the complaint)
The complainant in the above complaint(s) has sought the following reliefs: 1. Direct the respondent to pay delayed possession charges to the complainant on the amount paid by the complainant from the due date of possession i.e., 31.08.2023 till the date of actual handing over the possession i.e., 27.05.2025 after adjusting Rs.2,58,479/- paid by the respondent.			
Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows: **Abbreviation Full form** **TSC** Total Sale consideration **AP** Amount paid by the allottee(s)			

4. The aforesaid complaints were filed by the complainant against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016 and for not handing over the possession by the due date, seeking award of delayed possession charges.
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/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, 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(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/3565/2025 titled as Surinder Singh Negi Vs M/s Vikas Park Private Limited*** are being taken into consideration for determining the reliefs of the allottee(s) qua delay possession charges.

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:

S. No.	Particulars	Details
1.	Name and location of the project	"Hero Homes", Sector-104, Village Dhanwapur, Gurugram
2.	Project area	9.053 Acres (Total area 34.0228 acres)
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	246 of 2007 dated 29.10.2007 valid up to 28.10.2024. 56 of 2011 dated 23.06.2011 valid up to 22.06.2024, 37 of 2012 dated 22.04.2012 valid up to 21.04.2025, 66 of 2012 dated 21.06.2012 valid up to 20.06.2025, 67 of 2012 dated 21.06.2012 valid up to 20.06.2025, 43 of 2014 dated 16.06.2014 valid up to 15.06.2024, 44 of 2014 dated 16.06.2014 valid up to 15.06.2024.
5.	Name of the Licensee	M/s Mabon Properties Pvt. Ltd. & others

6.	RERA registered/ not registered and validity status	**Registered** 24 of 2018 dated 13.11.2018 valid up to 13.08.2023
7.	RERA Extension	Extension No. 01 of 2024 dated 29.04.2024
8.	RERA Extension	PROJECT CONTINUATION-RC/REP/HARERA/GGM/24 of 2018/7(3)/64/2025/06 DATED 27.03.2025 **Valid up to 28.02.2027**
9.	Unit no.	201, 2nd floor, Tower-T-03. (As per page no. 19 of the complaint)
10.	Unit area	1099 sq. ft. (Super area) (As per page no. 19 of the complaint)
11.	Date of execution of buyer's agreement	22.04.2019 (As per page no. 17 of the complaint)
12.	Possession clause	**7. Possession of the apartment for residential usage:** *7.1... The promoter assures to handover possession of the apartment for residential usage along with parking* ***on or before 31.08.2023*** *unless there is delay or failure due to "Force Majure" ...* **(Emphasis supplied)** (As per page no. 24 of the complaint)
13.	Due date of possession	**28.02.2024** **[31.08.2023 + grace period of 6 months on account of Covid-19]** (As mentioned in para 7.1 of the buyer's agreement on page no. 24 of complaint)
14.	Total sale consideration	Rs.77,53,105/- (As per page no. 20 of the complaint)
15.	Amount paid by the complainants	Rs.7,54,821/- (As per customer ledger on page no. 56 of the complaint)
16.	Occupation certificate	20.01.2025 [For Tower- 1 to 4] (As per page no. 31 of the reply)
17.	Offer of possession	25.02.2025 (As per page no. 48 of the complaint)

18.	Conveyance deed	05.06.2025 (As per page no. 50 of the reply)

B. Facts of the complaint

8. The complainant has made the following submissions:

I. That the complainant is citizen of India and has the constitutional right to invoke the jurisdiction of this Hon'ble Authority.

II. That the complainant after relying on the promises of the respondent booked an apartment admeasuring 1099 sq. ft. plus parking measuring 134.55 sq. ft. in the project of the respondent at an agreed total cost of Rs.77,53,105/- on 05.01.2019.

III. That the complainant and the respondent entered into an agreement for sale on 22.04.2019 and as per agreement, the respondent has allotted a unit/apartment no. 201 having super area of 1399 sq. ft. on 2nd floor in Tower no. T-03 along with basement parking no. B2-066 admeasuring 134.55 sq. ft. in basement-2. As per clause 7.1 of the agreement, the respondent has agreed and assured to hand over the possession of the apartment for residential usage with parking on or before 31.08.2023.

IV. That the complainant made payment of Rs.70,11,887/- to the respondent vide cheque, RTGS (online) as and when demanded by the respondent without any delay or with interest.

V. That the respondent with a view to fleece innocent homebuyers filed application for occupation certificate in February, 2024 without completing the required level of work. One of the motives was to raise a demand, without actually achieving milestone. The respondent raised a demand of 30% on the complainant payable by 08.03.2024 vide email dated 23.02.2024.

VI. That the complainant followed up for a query on same day i.e., 23.02.2024 with the respondent, referencing their earlier email dated

21.02.2024, in which the complainant requested to provide the copy of supporting documents filed along with the OC application and also asked for a site visit to the project location. However, the respondent did not provide any response to this request. Furthermore, on 27.02.2024, the complainant sent another email requesting the same information regarding the supporting documents of the OC application, along with a reminder to arrange the site visit. The respondent, on 28.02.2024 explicitly denied both requests by refusing to provide the supporting documents and declining the arrangement for the project site visit. This itself is apodictic evidence that the respondent applied OC just to make demand and to escape liability of DPC. This is further established by the fact that OC was not issued for quite a long time, till the respondent was actually eligible to get the same.

VII. That thereafter, so many times the complainant made queries verbally (telephonically) and through e-mail dated 24.11.2024 to respondent regarding exact date of offer of possession of apartment and reason of delay in possession. The respondent did not provide any concrete response of the same. Furthermore, complainant again made request vide e-mail dated 29.01.2025 to provide delayed possession charges and arrange a site visit of the project site. The respondent again did not provide any concrete response of the same.

VIII. That the respondent adopted illegal and restrictive trade practices by falsely demanding the instalments which had not become due with a view to profit itself.

IX. That despite receiving approximately 90% payment of total cost on time for all the demands raised by the respondent, the respondent has failed to deliver the possession of the allotted unit to the complainant within stipulated period.

X. That as on date of filing the complaint the possession has been given and conveyance deed has been executed in favour of the complainant. However, the DPC claim persists.

XI. That the complainant has been severely exploited at the hands of the builder/respondent. The aforesaid series of events clearly portray the amount of harassment and mental agony the complainant has gone through till date. The respondent has given a DPC of Rs.2,58,479/- only against a claim of Rs.13,11,366/-.

XII. That the present complaint has been filed in order to seek delayed possession charges on the principal amount paid by the complainant at the rate prescribed as per Act, 2016 and Rules, 2017 from the due date of possession, along with other reliefs. Hence, this complaint.

XIII. That the complainant also reserve his right to file separate complaint for compensation as and when required before the appropriate forum/ authority.

C. Relief sought by the complainant:

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

i. Direct the respondent to pay delayed possession charges to the complainant on the amount paid by the complainant from the due date of possession i.e., 31.08.2023 till the date of actual handing over the possession i.e., 27.05.2025 after adjusting Rs.2,58,479/- paid by the respondent.

10. 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:

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

I. That the present reply for and on behalf of the respondent is being filed through Mr. Ravi Prakash, who has been duly authorized by the Board of Directors of the respondent vide Board Resolution dated 13.05.2024, to *inter-alia* sign, submit and verify the present reply and to do all such acts ancillary thereto.

II. That at the outset, the respondent denies each statement, submission, averment, and contention set forth in the captioned complaint to the extent the same are contrary to and/or inconsistent with the true and complete facts of the case and/or the submissions made on behalf of the respondent in the present reply. The respondent further humbly submits that the averments and contentions, as stated in the complaint under reply, may not be taken to be deemed to have been admitted by the respondent, save and except what are expressly and specifically admitted, and the rest may be read as travesty of facts. The complainant may be put to strict proof in respect thereof.

III. That the complainant has approached the Ld. Authority with unclean hands and have tried to mislead by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, is guilty of "*suppression very and suggestio falsi*". The complainant has suppressed and/or mis-stated the facts and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. On this short ground alone, the complaint is liable to be rejected/dismissed.

IV. That the captioned complaint has been preferred by the complainant on purported grounds against the respondent, seeking *inter-alia* delay interest from the due date of possession till actual handing over of possession. The captioned complaint pertains to the apartment no. 201, admeasuring (super area) 1099 sq. ft. in Tower-T-03, on 2nd floor, along with basement parking no. B2-066, in project "Hero Homes" located in

Sector – 104, Gurugram, for which an application for grant of Occupation Certificate has been made on 21.02.2024 and the Occupation Certificate has been granted by Director Town and Country Planning on 20.01.2025. An intimation of receipt of OC has also been sent to complainant vide email dated 23.01.2025. The possession in respect of the apartment in question has been offered by the respondent to the complainant vide offer of possession letter dated 25.02.2025.

V. That as a matter of fact, the contents of Occupation Certificate and the endorsements clearly indicate that the project was completed well in time. The project had received Fire NOC from Director General, Fire Service, Haryana on 17.01.2024. District Town Planner had given his endorsement on application for grant of OC on 08.08.2024, Senior Town Planner on 13.08.2024 and Chief Engineer- I, HSVP on 30.08.2024 and 12.09.2024, thereby clearly indicating the project, despite being complete, was stuck in bureaucratic paperwork.

VI. That the unit was ready to be handed over pursuant to which offer of possession was given on 25.02.2025. In fact, as is evidenced from the conveyance deed, the complainant delayed in taking possession of the unit and only after much pursual from the respondent, the conveyance deed was registered on 05.06.2025.

VII. That the present complaint filed by the complainant is bad in law, in violation of the Act, 2016 and the Rules, 2017, premature, wholly misconceived, erroneous, unjustified, devoid of merit, untenable in law and suffers from concealment of facts, besides being extraneous and irrelevant having regard to the facts and circumstances of the case under reference and is thus, liable to be returned at the very threshold for filing as per the rules and prescribed format and regulations.

VIII. That the complainant has neither any cause of action nor any *locus standi* to maintain the present complaint against the respondent. The complainant is now seeking the complete amendment/ modification/ re-writing of the terms and conditions of the agreement/understanding between the parties as per their own whims and fancies while nit-picking facts and laws as per her convenience and blowing hot and cold in the same breath. This is evident from the pugnacious averments as well as the prayers sought in the complaint which are merely an afterthought, and never did the complainant raised any objection to any term and conditions of the mutual agreement and the stage of construction of the project and neither at the time of taking of possession.

IX. That the complainant vide agreement for sale executed on 22.04.2019 (registered on 29.04.2019), whereby the complainant agreed to the explicit terms of the sale. Further, the complainant has constantly been updated of the stages of construction/development of the project vide various emails sent by the respondent. Hence, the complainant has filed this complaint on an absolutely unjustified ground of delay in delivery of possession, which even to the knowledge of the complainant is false.

X. That the execution of the conveyance deed between the complainant and the respondent was undertaken with full knowledge, consent, and acceptance of all terms and conditions contained therein. Clause 28 of the conveyance deed expressly stipulates that the complainant shall hold harmless and indemnify the respondent against any claims, damages, costs, liabilities, litigations, etc., arising out of the non-observance of any covenants, bye-laws, laws, rules, and regulations in respect of the project, including the said apartment. Further, clause 29 unequivocally records that upon execution of the conveyance deed, the complainant has been left with no claims, rights, or demands against the respondent in relation

to the said apartment. It is pertinent to note that at the time of execution of the conveyance deed, the complainant was fully aware of and had agreed to the terms governing possession, including any alleged claims towards delay possession charges, and consciously waived and relinquished any such rights. Therefore, the present complaint is barred by the explicit contractual terms binding upon the complainant, amounts to a clear afterthought, and is devoid of any legal merit. Since the conveyance deed clearly records the complainant's waiver of any such claims, he is legally barred from raising the present complaint, which deserves dismissal at the outset. The present complaint is being filed in order to cause wrongful loss to the respondent and for complaint enrich himself from the losses suffered by the respondent.

XI. The complaint is barred by *law of estoppel.* The sale of subject unit is strictly subject to the terms of the AFS which the complainant had agreed to. The complainant is well-acquainted that clause 7.1 of the AFS unequivocally encapsulates the principle that the complainant cannot claim delay possession charges in the event of *force majeure* circumstances mentioned of the AFS. These unforeseen events, entirely beyond the control of the respondent company, had significantly disrupted and delayed the originally projected timeline for completion. The clause underscores the acknowledgment of such extraordinary occurrences as legitimate grounds for the delay, absolving the respondent of liability for associated delays while maintaining the complainant's obligations under the agreement.

XII. That further without prejudice to the rights of the respondent, it is submitted that the respondent suffered, a lot of setbacks due to reasons beyond its control yet displaying professional conduct and utmost commitment to its customers, executed and completed the project in

terms of the AFS. The various Government Orders and Court Orders, received and pronounced, resulted in change in timelines of the project. Given the same, the respondent, for the assistance of this Ld. Authority to arrive at just and proper conclusion while adjudicating the captioned complaint submits that there were certain intervening circumstances causing delay in timelines, which were beyond the control of the respondent.

XIII. That said, the construction of the Project commenced as per schedule, however, in the intervening period when the construction and development was under progress there were various instances and scenarios when the development and construction work had to be put on hold due to reasons beyond the control of the respondent/developer. It is submitted that the parties have agreed that if the delay is on account of force majeure conditions, the developer/respondent shall not be liable for performing its obligations. Further, the complainant has failed to consider due allowance of force majeure event such as COVID-19 pandemic which is well covered by the terms of the AFS. While recognizing COVID-19 pandemic as a force majeure event, the RERA granted due extension of registration of project to all developers and promoters.

XIV. That the various contentions raised by the complainant are fictitious, baseless, vague, wrong, and created to misrepresent and mislead this Ld. Authority, for the reasons stated above. It is further submitted that none of the relief as prayed for by the complainant is sustainable, in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for wasting the precious time and efforts of the Ld. Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

XV. That the complainant has willfully concealed that he has received the benefit from the respondent in the form of adjustment of the amount to the tune of Rs.5,00,000/-, in lieu of inaugural discount, as reflected in the customer ledger and as such it cannot be alleged, stated, or proved that the complainant was facing any hardship. At that point of time the complainant had no qualms in accepting an undue amount of money or benefit from the respondent but now has approached this Ld. Authority wearing the veil of a victim that purportedly had faced extreme hardship at the hands of the respondent.

12. 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:

13. 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

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

14. 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.

15. 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 objections raised by the respondent:

F.I Objection regarding force majeure circumstances:

16. The respondent has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction, major spread of Covid-19 across worldwide, delay on part of government authorities in granting approval etc. The Authority observes that in the instant complaint, the due date of handing over of possession was 31.08.2023 and grace period of 6 months on outbreak of Covid-19 pandemic has already been granted to the respondent. As far as the contention of the respondent regarding banning of construction in the NCR region is concerned, the same was banned for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Moreover, time taken in governmental clearances cannot be attributed as reason for delay in project. Further, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the respondent-promoter cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant:

G.I Set aside the offer of possession for fitouts dated 15.03.2024 being invalid and unlawful as per the law.

17. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the provisions of Section 18(1) of the Act which reads as under:

> ***"Section 18: - Return of amount and compensation***
> *(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"*

18. Clause 7.1 of the agreement for sale provides the time period for handing over possession and the same is reproduced below:

> ***"7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE***
> *7.1... The promoter assures to handover possession of the apartment for residential usage along with parking* ***on or before 31.08.2023*** *unless there is delay or failure due to "Force Majeure"...*
>
> **(Emphasis supplied)**

19. **Due date of handing over of possession:** The promoter has proposed to handover possession of apartment to the allottee on 31.08.2023. Thus, the due date of handing over of possession was 31.08.2023. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 28.02.2024.

20. **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]***

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 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;"

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., 17.11.2026 is 8.95%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.95%.

23. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. The due date for handing over of possession was 28.02.2024. In the present case, the complainant was offered possession by the respondent on 25.02.2025 after obtaining occupation certificate dated 20.01.2025 from the competent authority. Copies of the same have been already 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 allotted unit to the complainant within the stipulated time period as per the terms and conditions of the buyer's agreement dated 22.04.2019 executed between the parties.

24. 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 20.01.2025. However, the respondent offered the possession of the unit in question to the complainant only on 25.02.2025, 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. These 2 (two) months 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.

25. 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 prescribed rate of the interest @10.95% p.a. from due date of possession i.e., 28.02.2024 till offer of possession plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act, 2016 read with Rule 15 of the Rules, 2017. The amount of Rs.2,58,479/- already paid to the complainant on account of delay compensation shall be adjusted.

H. Directions of the Authority:

26. 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 complainant against the paid-up amount at the prescribed rate i.e., 10.95% per annum for every month of delay from the due date of possession i.e., 28.02.2024 till the expiry of 2 months from the date of offer of possession or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, 2017.

ii. The respondent is further directed to deduct/adjust the amount paid by it to the complainant on account of compensation against delayed possession from the delay possession charges to be paid by the respondent in terms of proviso to Section 18(1) of the Act.

iii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

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

28. Complaints stand disposed of.

29. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 17.11.2026