

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,  
GURUGRAM**

<b>Complaint no.:</b>	<b>360 of 2025</b>
<b>Date of filing complaint:</b>	<b>04.02.2025</b>
<b>Date of first hearing</b>	<b>15.05.2025</b>
<b>Date of decision:</b>	<b>18.12.2025</b>

Ms. Sarita Sharma

**R/o:** - B/44, Goverdhanpuri, Galta Rate, Jaipur,  
Rajasthan- 302003

**Complainant**

Versus

Signature Infrabuild Private Limited

**Registered office:** 1302, 13<sup>th</sup> floor, Dr. Gopal Das  
Bhawan, 28 Barakhamba Road, New Delhi - 110001

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Shri Satish Tanwar (Advocate)

**Complainant**

Shri Venket Rao (Advocate)

**Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottee 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 provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.



**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:

S. No.	Particulars	Details
1.	Name of the project	"Signature Global Aspire", Sector 95, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	5.1125 acres
4.	DTCP license no.	73 of 2019 dated 04.07.2019 Valid up to 03.07.2025
5.	RERA Registered/ not registered	Registered vide no. 69 of 2019 dated 14.11.2019 Valid up to 29.04.2024 (including 6 months of COVID-19) and amended on 29.01.2024
6.	RERA extension under section 6 of the Act	Further extended vide extension no.02 of 2024 dated 29.04.2024 Valid till 30.04.2025
7.	Continuation of registration under section 7(3) of the Act	Continuation under section 7(3) of the Act vide no RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/10 dated 06.05.2025
8.	Allotment letter	10.11.2020 (Page no. 12 of complaint)
9.	Unit no.	D-704, 7 <sup>th</sup> floor, in Tower D (Page no. 18 of complaint)
10.	Unit area admeasuring	636.206 sq. ft. (carpet area) 105.724 sq. ft. (balcony area) (Page no. 18 of complaint)
11.	Date of execution of Apartment Buyer's Agreement	25.02.2021 (Page no. 13 of complaint)
12.	Possession clause as per BBA	<i>5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s)</i>

		<p>having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.</p> <p>(Page no. 29 of complaint)</p>
13.	Possession clause in Affordable Housing Policy	<p><b>1 (iv)</b> All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.</p>
14.	Date of approval of building plans	<p>30.09.2019                      (As per similar complaint of same project bearing no. 5382/2022)</p>
15.	Date of environmental clearance	<p>20.12.2019                      (As per similar complaint of same project bearing no. 5382/2022)</p>
16.	Due date of possession	<p>20.12.2023                      (Calculated as 4 years from date of grant of environmental clearance being later i.e., 20.12.2019 as per policy of 2013)  <b>(Note:</b> - During proceeding dated 18.12.2025, the due date of possession inadvertently mentioned as 20.06.2024 instated of 20.12.2023)</p>
17.	Total sale consideration	<p>Rs.26,20,776/- (including tax)                      (As per SOA dated 02.06.2025 on page no. 150 of reply)</p>

18.	Amount paid by the complainant	Rs.26,20,775/- (As per SOA dated 02.06.2025 on page no. 150 of reply)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -
  - a) That the complainant had booked an affordable housing unit under the Affordable Housing Policy, 2013, in the project namely "Signature Aspire" situated at sector-95, Gurugram in the year 2021.
  - b) That the complainant and the respondent executed a builder-buyer agreement dated 25.02.2021, which stipulated the terms and conditions for the said allotment. As per the buyer agreement, the respondent was obligated to complete construction and hand over possession of the subject unit on or before 30.02.2024 after taking into account the covid-19 exemption period as per the Affordable Housing Policy, 2013. The said timeline was calculated from the date of approval of the building plan, which was granted on 30.09.2019.
  - c) That the complainant, in compliance with the buyer agreement, has duly made payments as and when demanded by the respondent. The complainant has paid more than 95% of the total sale consideration, amounting to Rs.25,94,823.76/- against the total sale consideration of Rs.26,20,772/-. Despite receiving a substantial amount of the sale consideration, the respondent has failed to deliver possession of the subject unit within the stipulated timeframe, causing undue financial and mental agony to the complainant.
  - d) That the delay in handing over possession is solely attributable to the respondent, and there are no valid justifications for the same. As per provisions of the Act, 2016, the complainant is entitled to interest /compensation for the period of delay as per Section 18(1) of the Act



2016, which mandates that the developer shall pay interest for every month of delay until possession is handed over.

- e) That the complainant has made repeated requests to the respondent for possession of the unit and payment of delayed possession charges, but the respondent has failed to address the legitimate concerns of the complainant. That the act of the respondent amounts to unfair trade practice, misrepresentation, and deficiency in service, violating the provisions of the Act, 2016.
- f) That as per section 11 (4) of the Act 2016, the promoter is liable to abide by the terms and agreement of the sale. As per section 18 of the Act 2016, the promoter is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.
- g) Accordingly, the complainant is entitled to get interest on the paid amount at the rate as prescribed by the Authority per annum from due date of possession as per builder buyer agreement till the date of handing over of possession. The present complaint has been filed in order to seek possession of the unit, delay possession charges and other relief mentioned in the relief clause of the present complaint.

**C. Relief sought by the complainant:**

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

- i. Direct the respondent to hand over the possession of the subject unit after receipt the occupation certificate;
- ii. Direct the respondent to pay the complainant interest on the amount paid, calculated as per provisions of the Act, 2016 at the prescribed rates, for the delay in possession from the due date till the actual date of possession;

- iii. Direct the respondent to execute the conveyance deed within stipulated timeframe after handing over of possession;
- iv. Direct the respondent not to charge the holding charges or maintenance charges.
- v. Direct the respondent to not to charge or demand beyond builder buyer's agreement or affordable policy.
- vi. Direct the respondent to charge delay payment, if required at equitable rate of interest.

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:
  - i. That on 18.09.2020, the complainant vide application No. 6808 applied for booking a unit in the project of the respondent being impressed with the specifications of the project with a desire to secure the allotment of a unit in the said project.
  - ii. That pursuant to application the draw of lots held on 10.11.2020, a unit bearing no. D- 704 in tower D on 7<sup>th</sup> floor, having a carpet area of 636.206 sq. ft. and balcony area 105.724 sq. ft. together with two-wheeler open parking site and prorate share on common areas was allotted to the complainant via allotment letter dated 10.11.2023.
  - iii. That on 25.02.2021, a buyer's agreement was executed for the said unit having sale price of Rs.25,94,824/- excluding all 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 done and post being fully satisfied with the project.

- iv. That as per clause 4.4 of the agreement, the complainant herein had agreed and undertaken to pay balance sale consideration in terms of the payment schedule in six equated six-monthly instalments spread over three years period with no interest failing from the due date of payment as per the applicable interest for the period of delay.
- v. That as per clause 4.6 of the agreement, in case of delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement the allottee was bound to pay interest for the applicable period of delay at applicable rate of interest as per the applicable law(s).
- vi. That as per provision of clause 5.1 of the agreement, the possession was proposed to be offered within an estimated period of 4 years, from the approval of building plans or grant of environmental clearance, whichever is later. The said time period for offer of possession was subject to force majeure circumstances.
- vii. That the environmental clearance of the project was granted on 20.12.2019 and thus, possession was proposed to be offered on or before 20.12.2023, however the said date is entitled to be extended due to force majeure circumstances.
- viii. That as per provision of clause 19 of the agreement the complainant has agreed and understood the force majeure circumstances and also the fact that respondent shall not be held liable for not performing obligations or undertaking provided therein and allottee shall not be liable for any compensation for such delay. Thus, the respondent is entitled for extension of timeline due to force majeure circumstances.

- ix. That the committed date of possession fall at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance 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 has allowed the parties to contract with an extension of 6 months period fulfilling the contractual obligations. Further, 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.
- x. Further, the Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstruction/challenges faced by the 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.
- xi. That the construction of the 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 of construction, the promoter was considered to halt the development work in compliance of various order which effected the timely completion of the project.
- xii. That Hon'ble Supreme Court vide its order dated 04.11.2019 in the W.P. (Civil) No. 13029/1985 had directed that no demolition and construction activities to take place in Delhi and NCR region. On



account of passing of aforesaid order, no construction activity could have been legally carried on by the respondent. Accordingly, construction activity had been completely stopped during this period between **04.11.2019 to 14.02.2020. (Days affected- 55 days)**.

xiii. Further, ***Commission for air quality management (NCR and Adjoining Areas)*** vide its order dated 16.11.2021 had directed to stop construction and demolition activities in NCR till 21<sup>st</sup> November, 2021. In compliance with the above-mentioned order, no construction activity could have been legally carried on by the respondent. Accordingly, construction activity had been completely stopped during this period. **Period of Restriction/Prohibition: - 16.11.2021 to 21.11.2021. (Days Affected: - 6).**

xiv. That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. Such delay was neither intentional nor deliberate. The respondent was bound to adhere with the order and notifications of the Courts and the Government. Also, it is not out of the place to mention here that the Hon'ble Supreme Court in '***Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018***', keeping in view the Bans imposed by NGT and other Government Authorities etc. allowed the promoter for the grace period for completion of construction.

xv. That the delay caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determination of the due date to offer possession. The respondent had carried out its obligations in agreement with utmost diligence and after considering the above delay, the date to offer possession has to be extended by approximately 12 month and 28 days. Thus, keeping in view the above

force majeure circumstances, the due date of offer of possession comes out to be 07.01.2025.

xvi. 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 complainants that the project is delayed since December 2023 is non est in the eyes of law and shall not be considered while adjudicating the present complaint.

xvii. That there exists no cause of action as much as in favour of the complainants or against the respondent and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.

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 completed 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. But all the pleas advanced in this regard are devoid of merit. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to

handover the possession of the allotted unit by 20.12.2023. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the allotment letter had been issued by the respondent in favour of the complainants on 10.11.2020 and buyer's agreement was executed between the parties on 25.02.2021, which is after the effect of Covid and hence, no further grace period is allowed to the respondent.

**G. Findings on the relief sought by the complainant.**

G. I Direct the respondent to pay the complainant interest on the amount paid, calculated as per provisions of the Act, 2016 at the prescribed rates, for the delay in possession from the due date till the actual date of possession.

G. II Direct the respondent to charge delay payment, if required at equitable rate of interest.

14. In the present complaint, the complainant 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."*

15. Clause 5.1 of the buyer's agreement (in short, the agreement) provides the time period for handing over possession and the same is reproduced below:

*"5.1 Within 60 (sixty) days from the date of issuance of Occupation Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of*

*environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."*

**16. Due date of handing over possession:** As per clause 5.1 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. Accordingly, the due date of possession was 20.12.2023. (**Note:** - During proceeding dated 18.12.2025, the due date of possession inadvertently mentioned as 20.06.2024 instated of 20.12.2023) Further, the respondent requested for allowing 6 months grace period in lieu of Covid-19. However, it is observed that the allotment letter had been issued by the respondent in favour of the complainants on 10.11.2020 and buyer's agreement was executed between the parties on 25.02.2021, which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.

**17. Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. As per 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.***

**18. 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.

19. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 18.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
20. 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;"*

21. 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.
22. On consideration of the circumstances, the evidence and other record 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 20.12.2023. Occupation certificate has also not been obtained by the respondent from the concerned authority. 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 handover the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 20.12.2023 till the expiry of 2 months from the date of valid offer of possession or till the date of 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*.

23. 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 complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 20.12.2023 till valid offer of possession plus two months after obtaining the occupation certificate 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.

**G.III Direct the respondent to hand over the possession of the subject unit after receipt the occupation certificate;**

**G. IV Direct the respondent to execute the conveyance deed within stipulated timeframe after handing over of possession;**

24. There is nothing on the record to show that the respondent has applied for OC/part CC or what is the status of the development of the above-mentioned project. So, in such a situation, no direction can be given to the respondent to handover the possession of the subject unit, as the possession cannot be offered till the OC/part CC for the subject unit has been obtained. However, delay possession charges as ascertained by the authority shall be payable to the complainants as per provisions of the Act. As per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the allottees. Also, as per Section 19(11) of the Act, 2016, the allottee is also

obligated to participate towards registration of the conveyance deed of the unit in question.

25. In view of the above, the respondent is directed to execute conveyance deed in favour of the complainant in terms of Section 17(1) of the Act, 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of obtaining occupation certificate.

**G.V Direct the respondent not to charge the holding charges or maintenance charges;**

**G.VI Direct the respondent to not to charge or demand beyond builder buyer's agreement or affordable policy.**

26. The Authority observes that clause 4(v) of the policy, 2013 talks about maintenance of colony after completion of project:

*A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983.*

27. As per the order issued by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it has been very clearly mentioned that the utility charges (which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.) can be charged from the allottees as per consumptions. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainant-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024. The respondent is further, directed not to charge which is not part of the builder buyer's agreement and the Affordable Housing policy, 2013. The respondent is not entitled to charge any amount against holding charges from the complainant/allottee at any point of time even after being part of



the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

**H. Directions of the authority**

28. 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 to the complainant 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 20.12.2023 till the valid offer of possession plus two months after obtaining occupation certificate or actual handover of possession, whichever is earlier, as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- II. The arrears of such interest accrued from 20.12.2023 till the date of order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- III. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The respondent shall handover the physical possession of the allotted unit as per specification of the buyer's agreement entered into between the parties, after obtaining of occupation certificate from the competent authority in terms of Section 11(4)(b) read with Section 17 of the Act, 2016.
- 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, 2016.

V. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months upon obtaining occupation certificate from the competent authority, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, 2016

VI. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013. The respondent is not entitled to charge any amount against holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

29. Complaint as well as applications, if any, stand disposed off accordingly.

30. File be consigned to registry.

**Dated: 18.12.2025**



**Phool Singh Saini**  
**(Member)**  
Haryana Real Estate  
Regulatory Authority,  
Gurugram