

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 597 of 2025
Date of decision : 28.11.2025

Sunita Goel

Address: H NO.-90/80, AB Ground Floor Malviya
Nagar New Delhi-110017

Complainant

Versus

M/s Signature Global India Private Limited

Address: Office - 1302, 13th Floor, Tower A,
Signature Towers, South City 1,
Gurugram, Haryana-122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Akash Godhvani
Shri Venket Rao

Counsel for Complainant
Counsel for Respondent

ORDER

1. The present complaint dated 28.02.2025 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 there under or to the allottees 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. N.	Particulars	Details
1.	Name of the project	TheMillennia,37-D Gurugram, Haryana.
2.	Nature of the project	Affordable Group Housing
3.	Project area	9.7015625 acres
4.	DTCP license no. and validity status	04 of 2017 dated 02.02.2017 valid upto 01.02.2022
5.	RERA Registered/ not registered	Registered 03 of 2017 dated 20.06.2017
6.	Unit no.	7, 606, Tower-7
7.	Unit area admeasuring	Carpet Area- 585.944 sq. ft. Balcony area-79.545 sq. ft m
8.	Application form dated	07.05.2018 (Page 26-39 of reply)
9	Date of allotment	26.07.2018 (page no. 40 of reply)
10	Agreement to sell	09.08.2018 (Page no. 21 of complaint)
11	Date of approval of building plans	08.06.2017 (as per project details)
12	Date of environment clearance	21.08.2017

		(as per project details)
13	Possession clause	<p>5. Possession</p> <p><i>Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, 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 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.</i></p>
14	Due date of delivery of possession	<p>21.08.2021</p> <p>(Calculated from the date of environment clearance)</p>
15	Total sale consideration	<p>Rs. 26,55,855/-</p> <p>(As per state of account dated 22.04.2025 on 95 of reply)</p>
16	Amount paid by the complainants	<p>Rs. 26,38,573/-</p> <p>(As per state of account dated 22.04.2025 on 95 of reply)</p>
17	Occupation certificate	<p>25.01.2023</p> <p>(As per DTCP website)</p>

18	Offer of possession	28.03.2023 (page no. 47-49 of reply)
19	CD executed on	14.09.2023
20	Possession certificate issued on	16.01.2024 (page no. 88 of reply)

B. Facts of the complaint.

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

- I. That in 2017, the respondent company issued an advertisement announcing a residential group housing project called 'The Millenia' Sector 37D, Gurugram, Haryana in terms of the provisions of Affordable group housing policy 2013 and thereby invited applications from prospective buyers for the purchase of allotments in the said project. respondent confirmed that the project had got building plan approval from the authority.
- II. That the complainant was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs.1,19,178/-. The payment was acknowledged by the respondent and accordingly filled the application form for one unit. The complainant was allotted one unit being in the above said project.
- III. That the complainant received an allotment letter for the unit bearing No. 7-606.

- IV. That the complainant caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 09.08.2018.
- V. That the complainant against the demand notices raised by the respondent have paid a total sum of Rs. 25,81,106/- in favour of the respondent.
- VI. That the complainant had sent multiple E-mails communications and made calls during the time intimating the respondent for the possession of the said unit and the delayed interest with great regret the complainant did not revert from the respondent and kept excusing the complainant that the same shall be dealt and settled at the time possession on individual basis.
- VII. That the respondent being very well aware of the guidelines laid in The Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017, and the interest the complainants is entitled for as well as being aware of plethora of judgments issued by the Authority, Gurugram has not given the complainants the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA.
- VIII. That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the Respondent for construction on very regular basis. The respondent was never able to give any satisfactory response to the complainants or the governing body of the association regarding the status of the

construction and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of delay on account of the Novel Corona Virus and on the account of paucity of funds.

- IX. That after losing all hope from the respondent company and having shattered and scattered dreams of owning a Home and also losing considerable amount of money (as per the buyer's agreement dated 09.08.2018). Hence, the complainant is constrained to approach this Authority for redressal of his grievance.
- X. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainants have suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- XI. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their floors. Despite advertising the project with the slogan

"PAYE KIRAYE SE AZADI," the respondent has failed to deliver possession of the unit within the promised timeframe. The modus operandi adopted by the respondent, from the respondents point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time. The respondent not only failed to adhere to the terms and conditions of buyer's agreement dated 09.08.2018 and affordable housing policy 2013 but has also illegally extracted money from the complainants by stating false promises and statements.

- XII. It is pertinent to note that herein that as per clause 6.1(i) of the builder buyer's agreements, which was signed on 09.08.2018, details of which are attached, the possession of the said unit was supposed to be delivered by 20.08.2021. It would be appreciated that the actual habitable possession was given to complainant on 12.01.2024.
- XIII. It is pertinent to note that, under Clause 4.6 of the builder-buyer agreement, the respondent is entitled to charge interest on any overdue payments by the allottees. On the other hand, as per Clause 6.2(ii), the Respondent is equally liable to pay the complainant interest at the rate specified in Rule 15 of the HRERA Rules 2017 for each month of delay until possession of the flat is handed over, within 45 days of becoming

due. However, the respondent has deliberately indulged in misstatement, prevarications and innuendos and has not paid a single penny on account of delayed compensation.

- XIV. It has been held by the Honourable NCDRC, New Delhi in many cases that offering of possession, conditional on the payment of charges which the unit buyer is not contractually bound to pay as per the BBA, cannot be considered to be a valid offer of possession. In any case if builder creates an agreement which is not ethically correct or entraps the complainants in feeble situation can't be held valid.
- XV. There is no parity in the remedies available to the complainant and the respondent showing biased and unfair trade.
- XVI. It is pertinent to note that the respondent has issued final demand notice wherein the respondent has made various unnecessary demands which are not as per the builder buyer agreement and hence are baseless, unfounded, unlawful, untenable, unsustainable, grossly misconceived, illegal and unwarranted including the advance maintenance charges. Hence the respondent is in gross violation of clause 4(v) affordable housing policy 2013.
- XVII. The grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the unit being offered to him, including few demands which are not as per the builder buyer agreement and hence are unjustified and illegal.

- XVIII. There is no second thought to the fact that the complainant has paid 100% of the total payment of Rs. 25,81,106/-.
- XIX. As per clause 6.1(i) of the buyer's agreements, which was signed on 09.08.2018, details of which are attached, the possession of the said unit was supposed to be delivered on or before 20.08.2021. It would be appreciated that the actual possession of the unit was granted on 12.01.2024 i.e after 28 months.
- XX. "The Millennia" project was launched in the year 2017 with the promises to deliver in time and huge funds were collected over the period by the respondent. Even after taking more than 100% of the payments, the builder has delayed the project and has handover possession after a delay of more than 28 months.
- XXI. The grievance of the complainant is that the respondent has in an unfair manner siphoned of funds meant for the project and utilized the same for Respondent's own benefit for no cost. The respondent being builder and developer, whenever in need of funds from bankers or investors ordinarily has to pay heavy interest per annum. However, in the present scenario, the respondent utilized funds collected from the complainant for respondent's own good in other projects, being developed by the respondent, due to which the project is delayed for almost a period 2 year.
- XXII. That the respondent is liable to pay interest as per clause 6.2(ii) i.e at the rate provided in Rule 15 of the Haryana Real Estate Regulatory

Authority, Rules 2017 for every month of delay till the handing over of the possession of the said flat within 45 days of it becoming due.

XXIII. The grievance of the complainant is that as per many judgments of HARERA, the complainant is entitled for delayed possession charges at prescribed rate of interest from due date of possession till actual possession which is not given by the respondent till date.

XXIV. The complainant has paid a sum of Rs. 25,81,106/- to the respondent and the possession of unit was granted to complainant on 12.01.2024. Hence, there is a delay of 28 months from the date of actual possession.

C. Relief sought by the complainant:

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

I. Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

II. Direct the respondent to refund the charges which is not as per the buyer agreement.

III. Direct the respondent not to charge the amount of unnecessary maintenance charges for a period of 5 years.

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 has contested the complaint on the following grounds.

- a. That the complainant has intentionally concealed the correct/complete facts and the same are now being reproduced here under for necessary and proper adjudication of the present matter. The complainant is raising false, frivolous, misleading and baseless allegations against the Respondent with intent to make unlawful gains.
- b. That the complainant has not approached the authority with clean hands and has suppressed relevant facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost.
- c. That the complainant herein in the year 2017, being in search of a commercial complex, learned about the Affordable Housing project titled 'The Millenia' at Sector 37D, Gurugram (hereinafter referred to as 'Project') being developed by the respondent in terms of the affordable housing policy.
- d. That on 07.05.2018, the complainant applied for allotment of a unit in the project of the respondent. Pursuant to the application for allotment, draw of lots held on 24.07.2018 in presence of the officials of DGTCP/DC, Gurugram, a unit was allotted vide allotment letter dated 26.07.2018 to the complainant bearing Unit No. 7-606 in Block/Tower- 7, having carpet area of 585.94 sq. ft. on 6th floor and balcony area 79.55 sq. ft. together with the two wheeler open parking site and pro-rata share in common areas.

- e. That on 09.08.2018, an agreement to sell (hereinafter referred to as 'Agreement'), was executed for the said retail unit having Sale Price of Rs. 23,83,548.5/- excluding all other charges, taxes etc. as mentioned and agreed by the complainant under the agreement. It is to note, that the said agreement was signed by the complainant voluntarily with free will and consent without any demur.
- f. That it may be noted, 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 (MOF) vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 (six) months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the Regulatory Authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 (six) months due to outbreak of covid 19.
- g. That further, the Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various real estate developers due to second wave of Covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021,

considering the same as *force majeure* event. Thus, the respondent is entitled for 3 months extension for completion of the project.

- h. That subsequently, upon removal of the Covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the project. Despite facing shortage in workforce, materials and transportation, the respondent managed to continue with the construction work and completed the project. That the respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the project. In the interest of justice, the respondent being a *bona-fide* may also be entitled to an extension for the inadvertent delay so caused in the construction of the Project owing to the world wide Covid-19 pandemic.
- i. That in addition to the abovementioned hindrances, it is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various courts, authorities etc., to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.

- j. **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).**
- k. That 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 21st 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).**
- l. That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. That it is pertinent to mention herein that such delay was neither intentional nor deliberate. It is also submitted that 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.

m. That the delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. It may also be noted that the respondent had carried out its obligations in agreement with utmost diligence. The complaint is not maintainable as the complaint has been filed after taking peaceful possession. Further, it is noteworthy to mention here that after completion of the project and receiving the occupancy certificate, the possession was offered to the complainant vide offer of possession letter dated 28.03.2023. Thereafter, the conveyance deed has been executed on 14.09.2023 and the possession has been taken over by the complainant vide possession letter dated 14.09.2023. Furthermore, in the possession certificate, the complainant has voluntarily waived off his rights by himself being satisfied with all the terms and conditions of the agreement.

n. That it is further pertinent to mention here that as per the Doctrine of Waiver, ***"a party for whom certain statutory rights are granted, such party can waive those rights if no public interest is involved."*** The complainant(s) have waived off their right to claim interest for the delay in handing over of possession. Hence, the present complaint is infructuous as the complainants have already waived off their rights and concealed the same in the present complaint.

- o. That it is pertinent to mention here that the complainant herein had defaulted in making the payment at various instances as per the affordable housing policy and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the complainant as per the Policy. The same is evident from the statement of account wherein the payment entries show that at various occasions, the complainant had paid late payment charges due to default in making timely payments. At this stage it is pertinent to mention here that the DPC should be calculated on the amount paid by the complainant till date of offer of possession i.e. 28.03.2023 and not on the amount paid by the complainant thereafter.
- p. That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various *force majeure* circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been handed over to the complainant.

- q. That the project in question has already been completed, occupation certificate was obtained on 25.01.2023, the possession was offered on 28.03.2023, the conveyance deed was executed on 14.09.2023, and the possession certificate dated 14.09.2023 was issued. Therefore, the project was completed. Moreover, the delay so caused was due to reasons beyond control and therefore, the respondent shall not be liable for the period wherein construction/development activity was affected due to force majeure circumstances or order/direction of the court or state.
- r. That the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. That it is brought to the knowledge of the authority that the complainant is trying to hoodwink the authority by placing untrue facts and are attempting to hide the true colour of intention.
- s. That there exists no cause of action as much as in favour of the complainant or against the respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
7. 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 these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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.

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

F.I Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

F.II Direct the respondent to refund the charges which is not as per the buyer agreement.

F.III Direct the respondent not to charge the amount of unnecessary maintenance charges for a period of 5 years.

12. 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."*

13. Clause 5 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

5. Possession

Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, 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 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.

14. Admissibility of delay possession charges at prescribed rate of interest:

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

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

16. 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., 28.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

17. 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;"*

18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e.,10.85% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
19. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 5 of the Apartment Buyer's Agreement dated 09.08.2018 executed between the parties, the possession of the subject apartment was to be delivered on or before 21.08.2021. However, the Respondent failed to hand over possession by the said committed date,

thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

20. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from the due date of possession i.e., 21.08.2021 till the date of offer of possession plus two months i.e., 28.05.2023 as per section 18 (1) of the Act of 2016 read with rule 15 of the rules.
21. It is observed by this Authority that the Conveyance Deed was executed between the parties on 14.09.2023 and the Possession Certificate was also issued on 16.01.2024. Since the Conveyance Deed stands executed and possession was formally offered/handed over on 14.09.2023, the Complainant is entitled to delayed possession charges for the period commencing from the due date of possession, i.e., 21.08.2021, till 28.05.2023, being the date of offer of possession plus two months. Accordingly, in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, the Respondent is liable to pay interest for the aforesaid period of delay at the prescribed rate.

F.II Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.

22. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

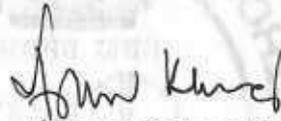
F.III Direct the respondent not to charge any maintenance for a period of 5 years.

23. The respondent is directed to charge the maintenance/use/utility charges from the complainant/allottee as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

G. Directions of the Authority

24. 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/promoter is directed to pay interest at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant(s) from the due date of possession i.e., 21.08.2021 till the date of offer of possession plus two month i.e., 28.05.2023. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.
 - ii. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- iii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- iv. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
25. The complaint and application, if any, stands disposed of.
26. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 28.11.2025

HARERA
GURUGRAM