

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

**Complaint no :** 4712 of 2025  
**Date of filing:** 17.09.2025  
**First date of hearing** 12.11.2025  
**Date of decision :** 13.01.2026

Akash Singh & Vishakha Pal

**Both are R/o:-** A116, 2<sup>nd</sup> floor, Signature Global Park 4,  
Sector 36, Sohna, Gurugram-122102

**Complainants**

Versus

Signature Global Homes Private Limited

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

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Shajat Kataria (Advocate)

Complainants

Shri Venket Rao (Advocate)

Respondent

**ORDER**

1. The present complaint has been filed by the complainants/allottees 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 and location of the project	"Signature Global Homes Pvt. Ltd. Park-4, Sector-36, Sohna, Gurugram.
2.	Project area	11.65 acres
3.	Nature of the project	Residential Independent floors
4.	RERA registered/ not registered and validity status	Registered 29 of 2020 dated 08.10.2020 valid up to 30.07.2022
5.	Date of allotment	06.04.2022 (page 17 of complaint)
6.	Agreement for sale	29.04.2022 (Page 19 of complaint)
7.	Independent floor.	A116, block A (Page 27 of complaint)
8.	Area admeasuring	643.04 Sq.ft. (carpet area) 147.04 Sq.ft. (Balcony area) (Page 27 of complaint)
9.	Possession Clause	<p><b>Clause 7.1.</b>  <i>"the promoter assures to handover possession of the SCO Plot as per agreed terms and conditions by 30.07.2022. unless there is delay due to force majeure, court orders, government policy/guideline, decisions affecting the regular development of the real estate project. If, the completion of the project is delayed due to the above conditions, then the allottee(s) agrees that the promoter shall be entitled to the extension of time for delivery of possession of the residential independent floor."</i></p> <p style="text-align: right;"><b>(Emphasis supplied)</b></p> <p>(Page 37of complaint)</p> <p><b>Clause 7.2</b>  <i>"The promoter, upon obtaining the OC of residential independent floor or part thereof of building or building blocks in respect of residential independent floor along with parking shall offer in writing the possession of the residential independent floor within 24 months with a grace period of additional 3 months (24+3 months) from the date of</i></p>

		<i>allotment or by 30.07.2022 (whichever is earlier)</i>
10.	Due date of possession	30.07.2022
11.	Total sale consideration	Rs. 55,17,057/- (as per customer ledger; page 180 of reply)
12.	Amount paid by the complainants	Rs.59,49,140/- (as per customer ledger, page 180 of reply)
13.	Date of Occupation Certificate	22.11.2022 (page 170 of reply)
14.	Date of offer of possession	21.02.2023(page 172 of reply)
15.	Date of conveyance deed	25.08.2023 (page 24 of reply)
16.	Delay period from due date till offer of possession + 2 months	8 months 22 days

**B. Facts of the complaint:**

3. The complainants have made the following submissions: -

- a) That the property in question i.e., residential independent floor having carpet area of 643.04 sq. ft. and balcony area of 147.04 sq. ft on 2<sup>nd</sup> floor built upon plot no. A116 admeasuring 117.24 sq. mtr. along with stilt parking under the name and style of "Signature Global Park 4" in Sector 36, Sohna, Gurugram, for a Price of Rs. 61,19,994/-, inclusive of car parking, power back up charge and interest free security deposit, recovery of price of land, development construction of independent floor but also of common area, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc, cost of providing electric wiring, electrical connectivity to the residential independent floor, lift if any, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges, cost of providing all other facilities, amenities and specifications to be provided with residential independent floor, whereas the

allotment/acknowledgement letter was issued to the complainant on 06.04.2022.

- b) That, subsequent thereto agreement for sale was executed between the parties on 29.04.2022 by virtue of which the complainant was allotted residential independent floor having carpet area of 643.04 sq. ft. and balcony area of 147.04 sq. ft on 2<sup>nd</sup> floor built upon plot no. A116 admeasuring 117.24 Sq. Mtr. along with Stilt parking under the name and style of "Signature Global Park 4" in Sector 36, Sohna, Gurugram for a total sale consideration of ₹ 61,19,994/-, inclusive of car parking, power back up charge and interest free security deposit, recovery of price of land, development construction of independent floor.
- c) That, the complainant was greatly influenced by the fancy brochure which depicted that the project will be developed and constructed as state of the art and one of its kinds with all modern amenities and facilities, which led to the purchase of the property in question, by the complainant.
- d) That, it was represented to the complainant, by the respondent, by way of various advertisements, that the project in question shall be constructed, developed and designed by a team of architects and structural designers to meet world class infrastructure quality and standards. The complainant was induced by the representations of the respondent/promoter and thereby purchased the property in question.
- e) That, said agreement for sale dated 29.04.2022, the respondent had stated that the possession of the said apartment would be handed over to the complainant by 30.07.2022 which was mentioned in clause 7.1 of agreement for sale.
- f) That, the respondent has breached the fundamental term of the contract by inordinately delaying in delivery of the possession by 15 months 8 days as per the agreement for sale. The complainant was made to make advance deposit

on the basis of information contained in the brochure, which is false on the face of it as is evident from the actual delivery of possession to the complainant. In accordance of the agreement for sale, the respondent was required to provide possession of the specified unit by 30.07.2022. Since the final possession of the said unit was given on 08.11.2023, this action constitutes a breach of contract, particularly since the agreement for sale stated possession by 30.07.2022. After multiple visits to the project site still no progress is observed. Additionally, the complainant incurred interest expenses on the amount paid to respondent. The Occupation Certificate/Completion Certificate of the project where the unit is situated was obtained by the respondent-promoter and offer of possession was made on 21.02.2023 but the actual possession was given on 08.11.2023. The allottees cannot be expected to wait endlessly for taking possession of the allotted unit and for which they have paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors.***, civil appeal no. 5785 of 2019, decided on 11.01.2021.

- g) That the complainant has paid a total amount of Rs. 59,98,917/-to the respondent.
- h) That as per the customer ledger statement shared by the respondent, complainant has paid an amount of Rs. 62,65,081/- in total, including an amount of Rs. 49,779/- towards Skyfull charges for operational cost of utility, and additionally Rs. 7,436/- towards penalty for delay in disbursement of one instalment from bank.
- i) That the complainant sent multiple emails to the respondent inquiring about the status of their unit, but the respondent failed to provide any response. The complainant had sent a legal notice to the respondent and requested to take

appropriate action, but the respondent did not give any head to it. Subsequent thereto conveyance deed was registered between the parties on 25.08.2023.

- j) That the respondent has handover physical possession of the unit on 08.11.2023.
- k) That, the respondent has committed various acts of omission and commission by making incorrect and false statement in the advertisement material as well as by committing other serious acts as mentioned in preceding paragraph. The project was inordinately delayed. The respondent has resorted to misrepresentation. The complainant, therefore, seeks direction to the respondent to compensate the complainant, along with interest @ 18% p.m., towards delay in handing over the property in question. Hence, this complaint.

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

- 4. The complainant has sought following relief(s):
  - I. Direct the respondent to pay 18% interest as compensation towards delay in handing over possession of the said unit on the amount of Rs. 59,98,917/- which was actually paid by the complainant to the respondent for the purchase of the unit from the due date of possession i.e., 30.07.2022 till handing over the physical possession of unit i.e., 08.11.2023.
  - II. To award a compensation of Rs 10 Lakhs in favor of the complainant and against the respondent for causing intense mental torture, severe pain, endless agony, harassment, and huge financial loss caused to the complainant for the delay in construction and handover of the said unit.
  - III. Award cost of litigation of Rs. 55,000/- in favor of the complainant and against the respondent.
- 5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent contested the complaint on the following grounds:
- a) That the complainant applied for allotment of a unit for a residential independent floor in the project of the respondent vide application bearing no. 1000026739 dated 06.04.2022. In furtherance to the same, an unit bearing no. A116 in block A, having carpet area of 643.04 sq. ft. and balcony area of 147.04 sq. ft. on 2<sup>nd</sup> floor, built upon a plot no A116 admeasuring 117.24 sq. mtrs. along with stilt parking was allotted to the complainant(s) by the respondent.
  - b) That on 29.04.2022, an agreement for sale, was executed for the said unit having a sale price of Rs. 61,19,994/-, excluding all other charges, taxes etc. as mentioned and agreed by the complainant under the agreement. The said agreement was signed by the complainant voluntarily with free will and consent without any demur.
  - c) That it is submitted that the complainant had applied for the apartment only after the due diligence, verification done, and post being fully satisfied with the project.
  - d) That the agreement was signed between the complainant, i.e. Akash Singh and Vishakha Pal, and the respondent. Furthermore, the two aforementioned individuals filed the instant complaint. However, the affidavits filed in the present complaint is only of Mr. Akash Singh. Thereby, the contentions of the complainant cannot be relied upon while adjudicating the matter, in the absence of one of the allottees who have been a part of the agreement, as well as that of the present complaint. In such a circumstance, the authenticity of the contentions of the complainant is itself under challenge, and thereby the same may be dismissed in limine.
  - e) That as per the provision of clause 7.1 of the agreement, the possession of the unit was proposed to be offered by 30.07.2022. The said time period for offer of possession was subject to *force majeure* circumstances. According to the said clause, it can well be stated that the complainant had clearly agreed to the

provision of the respondent being entitled to the extension of the time for the delivery of possession in case of force majeure conditions.

- 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 vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid 19.
- g) That further, the Authority at Panchkula upon considering the obstructions/challenges faced by various real estate developers due to second wave of Covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the respondent is entitled for 3 months' extension for completion of the project.
- 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. 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. 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 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. The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below:

S.no.	AUTHORITIES / DATE OF ORDER	TITLE	DURATION OF BAN
1.	Environment Pollution (Prevention and Control Authority) order dated 07.11.2017		90 days
2.	Haryana State Pollution Control Board order dated 29.10.2018.		01.11.2018- 10.11.2018 (10 days)
3.	Directions vide Notification DPCC/PA to MS/2018/7919-7945 dated 24.12.2018		3 days
4.	Commissioner, Municipal Corporation , Gurugram order dated 11.10.2019		11.10.2019- 31.12.2019 81 days

5.	Environment Pollution (Prevention and Control Authority) for NCR order dated 01.11.2019		01.11.2019-05.11.2019 <b>5 days</b>
6.	Supreme Court - 04.11.2019 - 14.02.2020	M. C. Mehta Vs. UOI WPC 13029 / 1985	(55 days)
7.	Covid-19 extension (First Wave)- HRERA, Gurugram / 26.05.2020	Order dated 26.05.2020	6 Months extension
8.	Covid-19 extension (Second Wave) HRERA, Panchkula / 02.08.2021	Extract of the Resolution passed in the meeting dated 02.08.2021,	3 months extension
9.	Commission for Air Quality Management (NCR and Adjoining Areas) / 16.11.2021	Order dated 16.11.2021	16.11.2021 to 21.11.2021 (6 days)
<b>TOTAL</b>			<b>1.4 yrs. (approx.)</b>

- k) 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. 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 the completion of the project and receiving the Occupancy Certificate on 22.11.2022, the possession was offered to the complainant vide offer of possession letter dated 21.02.2023. Thereafter, the conveyance deed has been executed on 25.08.2023. Furthermore, in the possession certificate, the complainant had voluntarily waived off his right by himself being satisfied with all the terms and conditions of the agreement.
- l) That the complainant(s) herein had defaulted in making the payment at various instances as per the affordable plotted colony and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant(s) were received after the lapse of stipulated time period which led to levying of late payment charges on the complainant(s) as per the policy. The same is evident from the statement of account wherein the payment entries shows that at various occasions, the complainant(s) had paid late payment charges due to default in making timely payments.
- m) That the complainants 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.

- n) That the project in question has already been completed, Occupation Certificate was obtained on 22.11.2022, the possession was offered on 21.02.2023, the conveyance deed was executed on 25.08.2023. 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.
  - o) That the entire case of the complainants is nothing but a web of lies, false and frivolous allegations made against the respondent. The Authority that the complainants are trying to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention.
  - p) Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Ld. Authority. That the present complaint is an utter abuse of the process of law and hence deserves to be dismissed.
7. All other averments made in the complaint were denied in toto.
  8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

**E. Jurisdiction of the authority**

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

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

**E.II Subject matter jurisdiction**

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

**"Section 11.....**

**(4) The promoter shall-**

**(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;**

**Section 34-Functions of the Authority:**

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

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the objections raised by the respondent.**

**F. I Objection regarding force majeure conditions.**

13. The respondent /promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent no.1 should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay.
14. Further, the Authority has examined the possession clause of the agreement and observed that the respondent-promoter proposed to hand over possession of the allotted unit by 30.07.2022. As per HARERA Notification No. 9/3-2020 dated 26.05.2020, an extension of six months was granted for projects having a completion/due date on or after 25.03.2020. The completion date of the aforesaid project, in which the subject unit has been allotted to the complainant, is 30.07.2022, i.e., after 25.03.2020. However, in the present case, the builder buyer agreement was executed in the year 2022, therefore, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the stipulated timeframe for possession accordingly. Consequently, any extension of time for handing over possession on account of COVID-19 cannot be granted, and the due date for handing over possession remains unchanged, i.e., 30.07.2022.

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

**G.1 Direct the respondent to pay 18% interest as compensation towards delay in handing over possession of the said unit on the amount of Rs 59,98,917/- which was actually paid by the complainant to the respondent for the purchase of the unit from the due date of possession i.e., 30.07.2022 till handing over the physical possession of unit i.e., 08.11.2023.**

15. The factual matrix of the case reveals that the complainant was allotted unit no. A116, block A, in the respondent's project at the sale consideration of Rs. 55,17,057/-. A buyer's agreement was executed between the parties on

29.04.2022. The possession of the unit was to be offered on or before 30.07.2022. The complainants paid a sum of Rs. 59,49,140/- towards the subject unit. The respondent obtained Occupation Certificate on 22.11.2022 from the competent authorities and offered possession of the unit to the complainant on 21.02.2023.

16. The complainants herein intend 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.”*

17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, *ibid*. Rule 15 has been reproduced as under:

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

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

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

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., 13.01.2026 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 documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement dated 29.04.2022. By virtue of clause 7.1 of the agreement for sale, the possession of the subject apartment was to be delivered by 30.07.2022.
23. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the

respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 30.07.2022 till the date of offer of possession (21.02.2023) plus two months i.e., 21.04.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid.*

**G.II Direct the respondent to pay compensation & litigation cost.**

24. The complainants are seeking above mentioned relief w.r.t. compensation & litigation cost. *Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357* held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

**H. Directions of the authority**

25. 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 pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainants itself from due date of possession i.e., 30.07.2022 till the date of offer of possession (21.02.2023) plus two months i.e. up to 21.04.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid.* The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid.*
  - II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the

respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

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

26. Complaint stand disposed of.

27. File be consigned to registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

13.01.2026

**HARERA**  
**GURUGRAM**