

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

Date of Decision:

13.02.2026

NAME OF THE BUILDER		Signature Global India Private Limited.
S. No.	Case No.	Case title
1.	CR/5151/2025	Priyanka Hazari Vs. Signature Global India Pvt. Ltd.
2.	CR/5152/2025	Ashutosh Singh VS. Signature Global India Pvt. Ltd.
<b>CORAM:</b>		
Shri Arun Kumar		Chairman
<b>APPEARANCE:</b>		
Shri Akash Godhwani		Advocate for the complainant
Ms. Anjalika Sharma		Advocate for the respondent

**ORDER**

1. The above complaints have 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 provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "The Millennia,37-D Gurugram, Haryana" being developed by the respondent/promoter i.e., M/s Signature Global India Private Limited. The issue involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total Consideration	Total Amount paid by the complainants (In Rs.)
1.	CR/5151/2025  Date of filing: 24.09.2025  Reply received on 17.12.2025.	9-704, 7 <sup>th</sup> floor, Tower-9 Area: 552.36 sq. ft.	03.03.2021 1 [page 26 of reply]	21.08.2021 OC: 25.01.2023 Conveyance deed on 23.05.2023 Possession certificate dated: 23.05.2023	Rs.25,31,212/-  [as per statement of account dated 07.04.2025 at page 65 of reply]	Rs.25,31,212/-  [as per statement of account dated 07.04.2025 at page 65 of reply]
2.	CR/5152/2025  Date of filing: 24.09.2025	1408, T3, 14 <sup>th</sup> floor 519 sq. ft.	14.08.2018 8 [page 44 of reply]	21.08.2021 OC: 25.01.2023	Rs.23,63,522/-  [as per statement of	Rs.23,63,523/-  [as per statement of account

<b>Reply received on 17.12.2025.</b>	carpet area 79.65 sq. ft balcony area		Conveyance deed on 12.06.2023 Possession certificate dated: 23.03.2023	account dated 24.10.2025 at page 94 of reply]	dated 24.10.2025 at page 94 of reply]
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**Relief sought:**

**1. Possession along with interest.**

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. Out of the above-mentioned cases, the particulars of case CR/5151/2025 titled as Priyanka Hazari Vs. Signature Global India Pvt. Ltd. are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

**A. Unit and project related details**

6. 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	The Millenia, sector-37D
2.	Nature of the project	Affordable housing
3.	Project area	9 acres
4.	License no.	4 OF 2017 dated 08.06.2017 valid upto 01.02.2022
5.	RERA registered or not	03 of 2017 dated 20.06.2017 valid upto 21.08.2021
6.	Registered Agreement for sale	03.03.2021 [page 26 of reply]
7.	Unit no.	9-704, 7 <sup>th</sup> floor, Tower-9
8.	Area of the unit	552.36 sq. ft.
9.	Possession clause	<p><b><u>5 POSSESSION</u></b></p> <p>5.1 Within 60 (sixty) days from the date issuance of occupation Certificate the Developer shall offer the possession of the Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with its obligations, formalities or documentation as prescribed by the Developer in terms of Agreement and not being in default under 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</p>

		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."
10.	Date of approval of building plans	08.06.2017
11.	Date of approval EC	21.08.2017
12.	Due date of possession	21.08.2021
13.	Total sale price	Rs.25,31,212/- [as per statement of account dated 07.04.2025 at page 65 of reply]
14.	Paid up amount	Rs.25,31,212/- [as per statement of account dated 07.04.2025 at page 65 of reply]
15.	OC dated	25.01.2023 [Page 67-69 of the reply]
16.	Conveyance deed dated	23.05.2023 [Page 72-107 of reply]
17.	Possession certificate dated	23.05.2023 [page 108 of reply]

**B. Facts of the complaint.**

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



- I. In 2017, the Respondent Company issued an advertisement announcing a Residential Group Housing Project called "The Millennia," Sector 37D, Gurugram, Haryana, under the provisions of the Affordable Group Housing Policy 2013, and invited applications from prospective buyers for allotments in the said project. The Respondent confirmed that the project had obtained Building Plan Approval from the competent authority.
- II. The Complainants, having fallen prey to the false promises made by the agents of the Respondent Company, paid an initial amount to the Respondent. The payment was duly acknowledged, and the Complainant was allotted a unit in the said project.
- III. The Complainant thereafter received an Allotment Letter for Unit No. T9-704. The Complainants, influenced by the repeated false assurances and representations of the Respondent Company, executed the Builder Buyer Agreement (BBA) on 09 March 2021. Against the various demand notices issued by the Respondent, the Complainant has paid a total sum of Rs. 25,31,212/- (Rupees Twenty-Five Lakhs Thirty-One Thousand Two Hundred and Twelve Only) in favour of the Respondent.
- IV. As per Schedule "D" of the Builder Buyer Agreement, the Complainant has made payments strictly in accordance with the payment plan provided therein. The Complainant has sent multiple email communications and made several calls to the Respondent requesting possession of the said unit. However, the Respondent kept giving excuses and repeatedly stated that the delay penalty would be dealt with and settled at the time of possession on an "individual basis."
- V. Despite being fully aware of the provisions of the Real Estate (Regulation and Development) Act, 2016, the Haryana Real Estate



(Regulation & Development) Rules, 2017, and various binding judgments of the Haryana Real Estate Regulatory Authority, Gurugram, the Respondent has failed to pay the Complainant delay compensation as required under Clause 6.2(ii) of the BBA. On the contrary, the Respondent has charged interest from the Complainant for alleged delayed payments.

- VI. The Complainant contacted the Respondent on several occasions and consistently followed up regarding the slow progress of construction. The Respondent never provided any satisfactory explanation for the delay and was unable to give a definite timeline for delivery of possession. Each time, the Respondent cited one excuse or another, such as delays due to the Novel Coronavirus pandemic or a shortage of funds.
- VII. Having lost all hope in the Respondent Company and having faced shattered dreams of owning a home along with financial losses under the Agreement dated 09.03.2021, the Complainants are constrained to approach this Authority for redressal of their grievances.
- VIII. The Respondent is guilty of deficiency in service under the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Haryana Real Estate (Regulation and Development) Rules, 2017. The Complainants have suffered due to such deficiency, and the Respondent is fully liable to cure the same in accordance with the applicable laws.
- IX. The present Complaint highlights various deficiencies in service, unfair trade practices, and restrictive trade practices adopted by the Respondent in the sale of their units. The Respondent's modus operandi, though appearing unique and innovative from its perspective, is from the consumer's point of view marked by impunity, lack of

transparency, breach of contract, and deceptive conduct, including failure to deliver promised amenities/services and failure to deliver the project on time. The Respondent has not adhered to the terms of the Buyer's Agreement dated 09.03.2021 or the Affordable Housing Policy 2013, and has wrongfully extracted money from the Complainants through false assurances.

- X. As per Clause 6.1(i) of the Builder Buyer Agreement dated 09 March 2021, possession of the said unit was required to be delivered on or before 20.08.2021. Under Clause 4.6 of the BBA, the Respondent has the right to charge 15% simple interest per annum in the event of delayed payment by the Allottee. Conversely, Clause 6.2(ii) makes the Respondent liable to pay the Complainant interest at 15% per annum for every month of delay in handing over possession. Despite this requirement, the Respondent has not paid even a single rupee towards delay compensation and has intentionally engaged in misrepresentations.
- XI. The Hon'ble NCDRC, New Delhi, has consistently held that an offer of possession which is conditional upon payment of charges not contemplated under the BBA cannot be regarded as a valid offer of possession. Furthermore, any agreement that is oppressive or places the Complainants at a disadvantage cannot be upheld in law.
- XII. The remedies available to the Respondent far outweigh those available to the Complainants, demonstrating the biased and unfair trade practices adopted by the Respondent. The Respondent issued a final demand notice levying various charges not contemplated under the BBA, including advance maintenance charges. These are baseless,

unlawful, and in gross violation of Clause 4(v) of the Affordable Housing Policy 2013.

- XIII. The said clause mandates free maintenance for 5 years from the date of grant of the Occupation Certificate. Despite this prohibition, the Respondent demanded such charges, which the Complainant paid under protest. The grievance of the Complainant concerns breach of contract, false promises, unfair trade practices, and deficiencies in service, including levying unlawful charges not mentioned in the BBA.
- XIV. The Complainant has already paid 100% of the total consideration amounting to Rs. 25,31,212/-. As per Clause 6.1(i) of the BBA, possession was to be offered on or before 20.08.2021. The project "The Millennia" was launched in 2017 with promises of timely delivery. However, even after receiving more than 100% of the due payments, the Respondent delayed possession by more than 24 months.
- XV. The Respondent has unfairly siphoned off funds meant for the project and used them for its own benefit in other ventures, thereby causing delay. The Respondent effectively enjoyed interest-free funds from the Complainants. Under Clause 6.2(ii) of the BBA, the Respondent is liable to pay interest @ 15% per annum for every month of delay, within 45 days of the due date.

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

8. The complainant has sought following relief(s).
- I. The respondent be directed to handover physical possession of the Flat along with interest.
9. 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.**

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

- a. That the present complaint, filed by the Complainant, is nothing but an afterthought attempt of the Complainant to attain undue monetary advantages at the cost of the Respondent and a bundle of lies and hence liable to be dismissed as it is filed without any cause of action. It is a pertinent to mention that the present Complaint has been filed by the Complainant post execution of the Conveyance Deed way back around May, 2023.
- b. That the Complainant has intentionally concealed the correct/complete/material facts and the same are now being reproduced hereunder 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.
- c. That the Complainant has not approached the Ld. 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. That the Complainant has approached this Hon'ble Authority after lapse of more than 2 years from the execution of the Conveyance Deed.
- d. That the Complainant herein in the year 2017, being in search of a apartment, 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.



- e. That on 21.07.2017, the complainant applied for allotment of a unit in the project of the Respondent vide application bearing No. 9952. Pursuant to the application for allotment, draw of lots held on 27.10.2017 in the presence of the officials of DGTCP/DC, Gurugram, a unit was allotted to the complainant bearing Unit No. 9-704 in Block/Tower- 9, having carpet area of 552.36 sq. ft. on the 7<sup>th</sup> floor and a balcony area of 79.653 sq. ft. together with the two-wheeler open parking site and pro-rata share in common areas.
- f. That on 03.03.2021, an Agreement for Sale (*hereinafter referred to as 'Agreement'*), was executed for the said retail unit having a Sale Price of Rs.22,49,266.5/-, 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.
- g. 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.
- h. That further, the 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.
- i. 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.
- j. 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. 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.

- k. 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.
- l. 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 shows that at various occasions, the Complainant had paid late payment charges due to default in making timely payments.
- m. 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.

- n. That the project in question has already been completed, occupation certificate was obtained on 25.01.2023, the possession was offered on 23.03.2023 vide Possession letter dated 23.03.2023, the conveyance deed was executed on 23.05.2023, and the possession certificate dated 23.05.2023 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. It is evident 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 Ld. Authority that the Complainant is trying to hoodwink the Ld. Authority by placing untrue facts and attempting to hide the true colour of intention.
- o. 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.
- 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. That the complainant sought relief of delay possession charges. It is pertinent to mention that the complainant is not liable to said relief as the possession has been taken over and at the time of taking the possession, the complainant has waived off his rights by stating that the complainant has no claims whatsoever against the respondent and fully satisfied with the construction.

11. 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**

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

#### **E.I Territorial jurisdiction**

13. 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**

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

**Section 11**

.....  
(4) The promoter shall-

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

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

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

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter 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 The respondent be directed to handover physical possession of the Flat along with interest.

16. 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."*

17. 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.*

18. **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.*

19. 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.

20. 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., 13.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
21. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:
- "(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
- Explanation. —For the purpose of this clause—*
- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*
22. 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 the complainant in case of delayed possession charges.
23. 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 03.03.2021 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.

24. 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 issuance of the occupation certificate plus two months i.e., 25.03.2023 as per section 18 (1) of the Act of 2016 read with rule 15 of the rules.
25. It is observed by this Authority that the Conveyance Deed was executed between the parties on 23.05.2023 and the Possession Certificate was also issued on 23.05.2023. Since the Conveyance Deed stands executed and possession was formally offered/handed over on 23.05.2023, the Complainant is entitled to delayed possession charges for the period commencing from the due date of possession, i.e., 21.08.2021, till 25.03.2023, being the date of occupation certificate 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.

**G. Directions of the Authority**

26. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoter is directed to pay interest at the prescribed rate i.e., 10.80% 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 issuance of occupation certificate plus two month i.e., 25.03.2023. 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 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., 10.80% 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.
- iv. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.

27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
28. The complaint and application, if any, stands disposed of.
29. File be consigned to registry.



(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026



**HARERA**  
**GURUGRAM**