

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

Date of Decision:

13.02.2026

NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	Case No.	Case title
1.	CR/5095/2025	Shailija Goyal V/S Signature Infrabuild Private Limited
2.	CR/4555/2025	Shivani Shukla V/S Signature Infrabuild Private Limited
3.	CR/4636/2025	Nikhil Bhatia V/S Signature Infrabuild Private Limited
4.	CR/4663/2025	Montoo Thareja V/S Signature Infrabuild Private Limited
5.	CR/4553/2025	Anurag Singh and Preeti Singh V/S Signature Infrabuild Private Limited
6.	CR/3915/2025	Prateek Jain V/S Signature Infrabuild Private Limited
<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**

- 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, "Signature Global Aspire, Sector - 95, Gurugram, Haryana" being developed by the respondent/promoter i.e., Signature Infrabuild Private Limited. The issue involved in all 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/5095/2025  Date of filing: 18.08.2025  Reply received	708, Tower-B, 7 <sup>th</sup> floor  [pg. 80 of reply] 585.551 sq. ft.	29.07.2021  [pg. 68 of reply]	20.12.2023  (calculated from the date of environment clearance)	Rs. 24,07,895/-  (As per SOA dated 08.01.2026 on page	Rs. 24,07,895/-  (As per SOA dated 08.01.2026 on page 388 of reply)



	on 09.01.202 6.	Balcony area 83.701 sq. ft.			388 of reply)	
2.	CR/4555/ 2025  Date of filling: 24.09.202 5  Reply received on 11.12.202 5	206, Tower-C 2 <sup>nd</sup> floors [pg. 35 of reply]  594.829 sq. ft. carpet area  Balcony area 74.401 sq. ft.	06.12.202 1 [pg. 30 of reply]	20.12.2023  (calculated from the date of environment clearance)	Rs. 25,98,41 1/-  (As per SOA dated 03.11.20 25 on page 124 of reply)	Rs. 23,38,569/ -  (As per SOA dated 03.11.202 5 on page 124 of reply)
3.	CR/4636/ 2025  Date of filling: 24.09.202 5  Reply received on 09.01.202 6.	1408, Tower-E 14 <sup>TH</sup> floors [pg. 35 of reply]  585.551 sq. ft. carpet area  Balcony area 83.701 sq. ft.	10.11.202 3 [pg. 30- 72 of reply]	20.12.2023  (calculated from the date of environment clearance)	Rs. 24,07,89 5/-  (As per SOA dated 21.11.20 25 on page 122 of reply)	Rs. 24,45,796/ -  (As per SOA dated 21.11.202 5 on page 122 of reply)



4.	CR/4663/ 2025  Date of filling: 24.09.202 5  Reply received on 09.01.202 6.	702 Tower-C 7 <sup>TH</sup> floors [pg. 38 of reply]  594 sq. ft. carpet area  Balcony area 82.151 sq. ft.	17.05.202 2 [pg. 34 of reply]	20.12.2023  (calculated from the date of environment clearance)	Rs. 26,02,99 4/-  (As per SOA dated 05.11.20 25 on page 357 of reply)	Rs. 23,42,695/ -  (As per SOA dated 05.11.202 5 on page 357 of reply)
5.	CR/4553/ 2025  Date of filling: 24.09.202 5  Reply received on 09.01.202 6.	102, Tower-D, 1 <sup>st</sup> floor [pg. 38 of reply]  636.206 sq. ft. carpet area  Balcony area 105.724 sq. ft.	07.12.202 1 [pg. 35 of reply]	20.12.2023  (calculated from the date of environment clearance)	Rs. 27,99,78 7/-  (As per SOA dated 03.11.20 25 on page 354 of reply)	Rs. 27,99,787/ -  (As per SOA dated 03.11.202 5 on page 354 of reply)
6.	CR/3915/ 2025  Date of filling: 21.08.202 5  Reply received	1007, Tower-C, 10 <sup>th</sup> floor [pg. 71 of reply]  594.065 sq. ft.	12.08.202 2 [pg. 66 of reply]	20.12.2023  (calculated from the date of environment clearance)	Rs. 26,02,99 4/-  (As per SOA dated 06.01.20 26 on	Rs. 23,42,695/ -  (As per SOA dated 06.01.202 6 on page



	on 09.01.202 6.	carpet area  Balcony area 82.151 sq. ft.			page 388 of reply)	388 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/5095/2025 titled as Shailija Goyal VS Signature Infrabuild Private Limited 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:

**CR/5095/2025 titled as Shailija Goyal VS Signature Infrabuild Private Limited**

Sr no.	Particulars	Details
1.	Name of the project	Signature Global Aspire, Sector - 95, Gurugram, Haryana.
2.	Nature of project	Affordable Housing policy
3.	Area of the project	5.1125 acres
4.	DTCP License No.	73 of 2019 dated 04.07.2019 valid up to 03.07.2024
5.	Rera Registered	69 of 2019 dated 14.11.2019 valid upto 30.10.2023
6.	Unit no.	708, Tower-B, 7 <sup>th</sup> floor [pg. 80 of reply]
7.	Unit admeasuring	585.551 sq. ft. Balcony area 83.701 sq. ft.
8.	Date of application dated	16.07.2020 [page 73 of the reply]
9.	Date of execution of registered agreement for sale	29.07.2021 [pg. 68 of reply]
10.	Date of building plan	30.09.2019
11.	Date of environment clearance	20.12.2019
12.	Possession clause	<i>5. Possession</i> <i>5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to force</i>



		<i>Majeure circumstances, receipt of Occupancy Certificate and Allotee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allotee(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.</i>
13.	Due date of delivery of possession	20.12.2023 (calculated from the date of environment clearance)
14.	Total sale consideration	Rs. 24,07,895/- (As per SOA dated 08.01.2026 on page 388 of reply)
15.	Total amount paid by the complainant	Rs. 24,07,895/- (As per SOA dated 08.01.2026 on page 388 of reply)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

**B. Facts of the complaint.**

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

I. Advertisement & Invitation to Apply (2019)

In 2019, the Respondent launched a Residential Group Housing Project titled "Signature Global Aspire," Sector 95, Gurugram, under the Affordable Group Housing Policy, 2013. Through advertisements, the Respondent invited applications from prospective buyers and represented that the project had obtained Building Plan Approval from the competent authority.

II. The Complainant, induced by false promises and assurances made by the Respondent's agents, paid an initial booking amount of Rs. 1,19,203/-, which the Respondent duly acknowledged. The Complainant filled the Application Form and was allotted Unit B-708 in the said project.

III. The Complainant received the Allotment Letter for Unit B-708. Execution of Builder Buyer Agreement (29.07.2021)  
 Misled by the Respondent's continuous assurances, the Complainant executed a Builder Buyer Agreement (BBA) on 29.07.2021.  
 Payments Made: Rs. 24,08,633/-  
 Against various demand notices issued by the Respondent, the Complainant has paid a total of Rs. 24,08,633/-.

IV. Adherence to Payment Schedule (Schedule B of BBA)  
 The Complainant has made all payments strictly as per Schedule B of the BBA, which requires the following installments:

Stage	Percentage
At time of application	5%
At time of allotment	20%
Within 5 months	12.5%
Within 12 months	12.5%
Within 18 months	12.5%

Stage	Percentage
Within 24 months	12.5%
Within 30 months	12.5%
Within 36 months	12.5%

- V. **Repeated Emails & Calls Seeking Possession & Delay Interest**  
The Complainant repeatedly contacted the Respondent through emails and telephonic communication requesting an update on possession and delay compensation. The Respondent gave evasive replies and stated that such matters would be settled **"at the time of possession"** on an individual basis.
- VI. **Non-Payment of Mandatory Delay Compensation**  
Despite being bound under the RERA Act, 2016, HRERA Rules 2017, and having knowledge of multiple judgments of this Hon'ble Authority, the Respondent has not paid the delay interest due under Clause 6.2(ii) of the BBA.
- VII. **No Satisfactory Response on Construction Delay**  
The Complainant repeatedly enquired about the status of construction. No satisfactory reply was ever given. The Respondent cited vague reasons such as COVID-19 and paucity of funds, without providing documentary justification.
- VIII. **Having lost all hope in the Respondent and faced emotional, financial, and mental distress caused by the delay, the Complainant is compelled to seek relief before this Authority. The Respondent adopted unfair trade practices by advertising slogans such as "PAYE KIRAYE SE AZADI" and collecting money without delivering possession on time. The Respondent's conduct reflects lack of accountability, breach of contract, false promises, and unjust enrichment. As per Clause 5.1 of the BBA, possession was to be delivered by 20.12.2023.**

As of filing this complaint, no valid offer of possession has been issued, resulting in a delay of almost one year.

- IX. The Hon'ble NCDRC has repeatedly held that conditional possession based on charges not forming part of the BBA is not a valid offer of possession. Any such demand is illegal. In *Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan*, (2019) 5 SCC 725, the Supreme Court held:
- o Builder-drafted agreements containing one-sided clauses are unconscionable
  - o Signing on dotted lines does not bind the consumer
  - o Such clauses constitute unfair trade practice under Section 2(r) of the Consumer Protection Act
- X. The BBA contains biased terms heavily favouring the Respondent and depriving the allottee of equal remedies. This amounts to unfair trade practice. The Respondent is bound to comply with all obligations under the Agreement for Sale until conveyance is completed. The Respondent has violated these statutory duties.
- XI. Under Section 18(1), the promoter must pay interest for every month of delay until actual possession. The Complainant is legally entitled to such interest from 20.12.2023 till actual possession. The Respondent raised charges not supported by the BBA, including advance maintenance, violating Clause 4(v) of Affordable Housing Policy 2013, which mandates free maintenance for 5 years after occupation certificate.
- XII. The Respondent has committed breach of contract, indulged in false promises, adopted unfair trade practices, and raised illegal demands

not forming part of the BBA. The Complainant has paid a total of Rs. 24,08,633/-, fully satisfying the agreed payment plan. Despite launching the project in 2019 and collecting funds over time, the Respondent has delayed the project by nearly 2 years, despite collecting more than 100% of consideration. The Respondent has unfairly diverted project funds, using the money collected from allottees without paying interest, resulting in severe delay and causing wrongful loss to the Complainant.

- XIII. The Respondent is liable, as per Clause 6.2(ii) read with Rule 15, to pay interest for every month of delay, payable within 45 days of it becoming due.
- XIV. Multiple judgments of the Supreme Court, High Courts, NCDRC, and RERA Authorities reaffirm the same position. The Complainant has paid Rs. 24,08,633/-, yet possession has not been handed over. The project is delayed by almost two years. Any outstanding dues, if any arise, must be adjusted after deducting delay interest, meaning the Respondent owes a substantial amount to the Complainant.

**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.
  - II. It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.
  - III. It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.

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 Complainant has deliberately concealed material facts, made misstatements, and raised frivolous, baseless and misleading allegations with the intent of deriving unlawful gains. The Complainant is guilty of approaching this Hon'ble Authority with unclean hands.
  - b. That the present complaint is devoid of merit and deserves dismissal with exemplary costs. The Complainant has suppressed essential facts, misrepresented the contractual terms, and attempted to mislead this Authority. The correct facts are detailed herein for proper adjudication.
  - c. That the complaint has been filed in a defective and non-maintainable manner. The copy served upon the Respondent does not contain the mandatory affidavit and verification as required under law. The complaint is not sworn on oath, and therefore none of its contents are admissible. On this ground alone, the complaint is liable to be dismissed at the threshold.
  - d. The Complainant voluntarily approached the Respondent on 16.07.2020 seeking allotment in the Affordable Housing Project "Signature Global Aspire", and submitted Booking Application No. 16264. Before applying, the Complainant conducted independent inquiries and was fully satisfied with all project details. The decision to

- book the unit was an independent, conscious, and informed decision, uninfluenced by any misrepresentation.
- e. The Complainant was aware that the project was launched in 2019 after obtaining RERA Registration No. 69 of 2019 dated 14.11.2019, and that the due date for possession under the Affordable Housing Policy was uniformly calculated from Environmental Clearance dated 20.12.2019. The Complainant also accepted Clause 33 of the Application Form, which clearly states that development is subject to conditions beyond the reasonable control of the company.
- f. In terms of the policy and as per the Complainant's application, the Complainant was allotted Unit No. B-708, Block B, with a carpet area of 585.551 sq. ft., balcony area of 83.701 sq. ft., open two-wheeler parking, along with proportionate share in common areas.
- g. On 29.07.2021, the Complainant voluntarily executed the Flat Buyer's Agreement ("Agreement"), agreeing to a total sale consideration of Rs. 24,08,633/- (exclusive of other charges). The Agreement was signed freely, voluntarily, and without any protest. The rights and obligations of both parties are governed entirely by the covenants of the Agreement, which are binding with full legal effect. The Complainant is estopped from denying the contractual provisions.
- h. Under Clause 4.4, the Complainant agreed to pay the balance 75% of sale consideration in six equated, six-monthly instalments over 3 years, without any interest, if paid within time.

- i. Under Clause 4.6, in case of delay in payment, the Complainant is liable to pay interest at the rate prescribed under applicable law. As per Clause 5.1 read with the Affordable Housing Policy, possession was to be offered within 4 years from the date of approval of building plans / environmental clearance, whichever is later, subject to force majeure. Since Environmental Clearance was granted on 20.12.2019, the original due date became 20.12.2023, which is extendable due to force majeure.
- j. Under Clause 19, the Complainant expressly acknowledged force majeure circumstances and agreed that no compensation is payable for delay arising out of such events. The Complainant also reiterated acceptance of force majeure in Clause 33 of the Booking Application, confirming that delays may occur due to events beyond the control of the Company. The Respondent is fully entitled to extension of time for reasons entirely beyond its control, including:
- Force Majeure Recognized by Central Government (COVID-19)
- k. The Agreement entitles the Respondent to extension due to force majeure. Various nationwide lockdowns and restrictions due to COVID-19 severely impacted construction activities.
- MOF Office Memorandum dated 13.05.2020 granted a 6-month extension.
  - MOHUA Office Memorandum dated 13.05.2020 declared COVID-19 a force majeure event for real estate and directed automatic extension of registration/completion timelines. HARERA Panchkula granted 3

months extension (01.04.2021-30.06.2021) due to the second wave.  
(Annexure R-5)

- i. In addition, construction was halted multiple times pursuant to pollution control orders in Delhi-NCR by Courts/Authorities/NGT. The Hon'ble Supreme Court (04.11.2019) ordered complete stoppage of construction in NCR (W.P. 13029/1985) for 55 days.
- m. The Commission for Air Quality Management (CAQM) imposed several bans, including the period 16.11.2021-21.11.2021 (6 days), and many others thereafter. These circumstances significantly affected project timelines despite the Respondent's best efforts. The Respondent strictly complied with all legal restrictions. Additional bans were imposed under GRAP orders, further delaying construction. The cumulative force majeure period totals approximately 1 year and 7 months, and therefore the due date for possession stands correspondingly extended. The Complainant has defaulted in timely payment on multiple occasions as per the Affordable Housing Policy and the Agreement. Numerous payments were made after the due dates, attracting late payment charges. This is evident from the Customer Ledger (Annexure R-9).
- n. The Respondent, as a gesture of goodwill, waived late payment charges of Rs. 2,768/-. Total dues with interest were Rs. 24,09,925.68, against which the Complainant paid Rs. 24,07,895/-, confirming repeated defaults by the Complainant. The Complainant falsely alleges delay without acknowledging contractually agreed force majeure provisions. The due date of 20.12.2023 cannot be considered in isolation and must

be extended by force majeure periods totaling approximately 19 months. Thus, the allegation of delay since December 2023 is legally untenable.

- o. The project is already in an advanced stage of completion and will be delivered shortly. The Respondent cannot be held liable for delays caused by statutory bans and COVID-19 restrictions. The Complainant is attempting to mislead this Authority by distorting facts and concealing defaults. No cause of action exists in favour of the Complainant. The complaint is frivolous, vexatious, premature, and legally unsustainable. The complaint is an abuse of process and deserves dismissal with exemplary costs for wasting the valuable time of this Authority.

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.

F.II It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.

F.III It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.

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(z) 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 29.07.2021 executed between the parties, the possession of the subject apartment was to be delivered on or before 20.12.2023. 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 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. 20.12.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

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

25. 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.**

26. 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**

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

i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 20.12.2023 till offer

- of possession plus 2 months or actual handing over of possession whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.
- ii. The arrears of such interest accrued from 20.12.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
  - iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
  - v. The respondent is directed to hand over possession of the subject unit to the Complainant/Allottee, upon payment of outstanding dues, if any, after obtaining the Occupancy Certificate. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainant, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.
  - vi. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

29. The complaint and application, if any, stands disposed of.
30. File be consigned to registry.

  
(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 13.02.2026



**HARERA**  
**GURUGRAM**