

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 4764 of 2025
Date of decision : 17.07.2026

Mrs Savita

Address: House No. 180, Vill- Alipur, Sohna Road,
Gurugram, Haryana- 122102

Complainant

Versus

M/s Signature Global India Private Limited

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

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri B.L. Jangra
Shri Venket Rao

Counsel for Complainant
Counsel for Respondent

ORDER

1. The present complaint dated 12.09.2025 has been filed by the Complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations

made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the Complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr no.	Particulars	Details
1.	Name of the project	Signature Global Park-IV Gurugram, Haryana.
2.	Nature of project	DDAY Residential
3.	DTCP License No.	117 of 2019 dated 12.09.2019
4.	Rera Registered	29 of 2020 dated 08.10.2020 valid upto 30.07.2022
5.	Unit no.	UGF-17
6.	Unit admeasuring	698.58 sq. ft. 125.12 sq. ft. Balcony area
7.	Application form dated	15.12.2020
8.	Allotment letter	15.12.2020 [PAGE 32 OF REPLY]
9.	Date of execution of agreement for sale	15.02.2021 [Page 33 of reply]
10.	Possession clause	7.1 SCHEDULE FOR OPOSSESSION OF THE SAID RESIDENTIAL INDEPENDENT FLOOR: The promoter assures to hand over possession of the residential independent floor along with parking

		<i>as per agreed terms and conditions by 30.07.2022 unless there is delay due to force majeure court orders, Government policy, decision etc. affecting the regular development of the real estate project.....</i>
11.	Due date of delivery of possession	30.07.2022
12.	Total sale consideration	Rs. 36,45,016/-
13.	Total amount paid by the complainant	Rs. 22,19,258/-
14.	Occupation certificate	23.05.2025 [page 141-143 of reply]
15.	Offer of possession	12.02.2026 [page 144-145 of reply]

B. Facts of the complaint.

3. The Complainant have made the following submissions in the complaint:

- i. That the Complainant is residing at the aforesaid address and is the allottee of Retail Unit No. UGF-17, admeasuring 312.41 sq. ft. of super built-up area and 173.56 sq. ft. of carpet area, situated in the commercial space known as "Signum Plaza IV", forming part of "Signature Global Park IV", Sector 36, Sohna, District Gurugram, Haryana (hereinafter referred to as the "Unit/subject Unit"). The said Unit was allotted to the Complainant pursuant to the Agreement for Sale dated 12.02.2021, duly registered before the office of the Sub-Registrar, Sohna, District Gurugram.



- ii. That on account of the Respondent's failure and delay in completing the Project and handing over physical possession of the subject Unit within the stipulated period, coupled with the Respondent's failure to extend the benefit of the timely payment rebate and other contractual obligations, the present complaint is being filed before this Hon'ble Authority. The Complainant seeks, inter alia, delayed possession interest/charges from the date of default, i.e. 30.07.2022, physical possession of the subject Unit along with the requisite valid completion/occupation certificate, benefit of timely payment rebate, and appropriate directions to the Respondent to complete the Project in accordance with the sanctioned layout plan and the Agreement for Sale.
- iii. It is respectfully submitted that the possession of the subject Unit was required to be handed over by the Respondent on or before 30.07.2022. However, despite having received payments aggregating to approximately INR 23,69,260/-, including the credit note issued by the Respondent, the Respondent failed to complete the Project and hand over possession within the stipulated period.
- iv. That the Respondent is a Private Limited Company incorporated under the provisions of the Companies Act and is engaged in the business of construction, development and sale of residential and commercial real estate projects in the National Capital Region. That at the time of booking, the Respondent represented to the Complainant that it was a reputed and established real estate developer in the NCR and had undertaken and developed several real estate projects in a time-bound manner. The Respondent further represented that it was the owner of land measuring approximately 15 acres (60,702.750 sq. mtrs.), situated



at Village Hariyahara, Sector 36, Sohna, District Gurugram, Haryana, and possessed all requisite rights and permissions to construct, develop, sell, lease and transfer the units forming part of the said Project.

- v. The Respondent further represented that the said land was earmarked for development under the Haryana Affordable Plotted Housing Policy, 2016 (Deen Dayal Jan Awas Yojna), notified by the Government of Haryana vide Notification No. PF-27A/6521 dated 01.04.2016, and that the requisite DTCP Licence No. 117 of 2019 dated 12.09.2019 had been granted for development of the Project.
- vi. That the Respondent further represented that the Project, namely "Signature Global Park IV", was to be developed in two phases and that the requisite HRERA Licence No. 29 of 2020 had been obtained by the Respondent for development of the Project. That the Respondent assured and represented to the Complainant that the Project would be completed by July 2022 and that possession of the Retail Unit would be handed over within the committed period. Relying upon the representations, assurances and promises made by the Respondent, the Complainant applied for allotment of a Retail Unit by signing the Booking Application Form dated 15.12.2020 and paid the requisite booking amount.
- vii. That pursuant to the aforesaid booking, the Respondent allotted Retail Unit No. UGF-17, admeasuring approximately 312.41 sq. ft. of super built-up area, forming part of the commercial space known as "Signum Plaza IV", situated at Signature Global Park IV, Sector 36, Sohna, District Gurugram, Haryana.



- viii. The total sale consideration of the subject Unit was agreed at INR 34,71,452/-, inclusive of applicable taxes and charges. In this regard, the Complainant and the Respondent executed a registered Agreement for Sale dated 12.02.2021, registered before the office of the Sub-Registrar, Sohna, District Gurugram, whereby the respective rights and obligations of the parties were duly recorded.
- ix. That it is pertinent to mention that, at the time of booking, the Respondent launched and offered a scheme providing a timely payment rebate of INR 200/- per sq. ft., along with cashback/other benefits. The Complainant was induced to book the subject Unit on the basis of the said timely payment rebate scheme and the representations made by the Respondent in this regard.
- x. That as per the representations, promotional material and scheme offered by the Respondent at the time of booking, the Respondent was liable to extend a timely payment rebate of INR 200/- per sq. ft. to the Complainant upon timely payment of the instalments in accordance with the agreed payment schedule. The Complainant duly complied with the stipulated payment schedule and made the requisite payments within the prescribed time. The Complainant, therefore, became entitled to the benefit of the timely payment rebate and was never in default in making the payments due under the Agreement for Sale.
- xi. That as reflected in the statement of account maintained by the Respondent, the Complainant had paid approximately 65% of the total sale consideration, amounting to INR 23,69,260/-, including the credit note issued by the Respondent. It is submitted that the Agreement for Sale was duly executed between the parties, incorporating the terms and conditions governing their respective rights and obligations. Under



the said Agreement, the Respondent was contractually bound to construct and develop the Project and complete the same in all respects and offer possession of the subject Unit on or before 30.07.2022.

- xii. It is further submitted that the Project was being developed under the Haryana Affordable Plotted Housing Policy (Deen Dayal Jan Awas Yojna); however, despite expiry of the stipulated possession date, the Project remains incomplete and the Respondent has failed to hand over lawful and physical possession of the subject Unit to the Complainant.
- xiii. That the Respondent has admittedly received substantial amounts from the Complainant, aggregating to INR 23,69,260/-, but has failed to complete the Project and hand over possession of the subject Unit within the stipulated period. The Respondent has thereby committed a default in fulfilling its contractual and statutory obligations.
- xiv. Accordingly, the Respondent is liable to pay interest/delayed possession charges to the Complainant in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, the applicable Rules and the terms of the Agreement for Sale. In this regard, Clause 9.2(ii) of the Agreement for Sale is relevant and is reproduced hereinbelow for the kind consideration of this Authority:
- xv. That the Respondent is further contractually and statutorily required to construct and develop the Project strictly in accordance with the sanctioned layout plan and the commitments made under the Agreement for Sale. However, the Respondent has failed to provide/construct the requisite service road/access road for ingress and egress to the commercial area, thereby causing serious inconvenience and adversely affecting access to the subject Unit.

- xvi. That on 18.06.2025, the Complainant personally approached the Respondent and sought information regarding the status and progress of construction of the Project. However, the Respondent failed and neglected to provide any satisfactory progress report, photographs or other documentary material demonstrating the actual status of development. Thereafter, upon visiting the Project site, the Complainant found that the construction and development work was proceeding at an extremely slow pace and that the Project had not been completed in accordance with the commitments made by the Respondent.
- xvii. That the Respondent has failed to discharge its contractual and statutory obligations and has consequently committed a continuing default in completing the Project and handing over possession of the subject Unit within the stipulated period. The Respondent has also failed to pay the delayed possession charges/interest payable under Clause 9.2 of the Agreement for Sale. In addition thereto, despite the Complainant having duly complied with the applicable payment schedule and having become entitled to the benefit of the timely payment rebate scheme, the Respondent has failed and neglected to extend the said benefit to the Complainant.
- xviii. The Complainant has repeatedly requested the Respondent to fulfil its contractual obligations, including payment/adjustment of the delayed possession charges, extension of the timely payment rebate and completion and delivery of the subject Unit. However, the Respondent has failed to redress the grievances of the Complainant.
- xix. The Complainant is, therefore, constrained to approach this Authority seeking appropriate directions against the Respondent, including

payment of delayed possession interest/charges from 30.07.2022 till the date of valid offer and delivery of possession, handing over of physical possession of the subject Unit along with the requisite valid completion/occupation certificate, extension of the benefit of the timely payment rebate, and completion of the Project in accordance with the sanctioned layout plan and the Agreement for Sale.

C. Relief sought by the Complainant:

4. The Complainant have sought following relief(s).

- i. Direct the respondent to pay the delay possession charges from promissory date of handing over the possession till actual handover of possession of the said unit.
- ii. Direct the Respondent to complete the construction and development of the subject Unit and hand over lawful physical possession of Retail Unit No. UGF-17, admeasuring 312.41 sq. ft. of super built-up area and 173.56 sq. ft. of carpet area, situated in the commercial space known as "Signum Plaza IV", forming part of "Signature Global Park IV", Sector 36, Sohna, District Gurugram, Haryana, along with the requisite Occupancy Certificate (OC) or Completion Certificate (CC), as applicable, and all other necessary approvals and documents required for lawful possession and use of the said Unit.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent.

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

- i. That the Complainant had 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 are raising false, frivolous, misleading and baseless allegations against the Respondent with intent to make unlawful gains.
- ii. the Complainant herein, in the year 2020 being in search of a apartment, learned about the project titled "*Signum Plaza IV*" at Sector 36, Gurugram (*hereinafter referred to as the "Project"*) being developed by the Respondent.
- iii. That the Complainant applied for allotment of a unit in the project of the Respondent vide application bearing no. UGF-17 dated 15.12.2020. That in furtherance to the same, a unit bearing no. UGF-17, having Super Build up area of 312.41 Sq.Ft containing Carpet Area of 173.56 sq. ft. (*hereinafter referred to as the "Unit"*) was allotted to the Complainant by the Respondent.
- iv. That on 15.02.2021, an Agreement for Sale (*hereinafter referred to as 'Agreement'*), was executed for the said unit having a Sale Price of Rs. 34,71,452/-, 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.
- v. 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. 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 unless there is a delay or failure due to force majeure



events. That subsequently, upon removal of the Covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the Project. Despite facing shortage in workforce, materials and transportation, the Respondent managed to continue with the construction work and completed the project. That the Respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the Project. In the interest of justice, the Respondent being a *bona-fide* may also be entitled to an extension for the inadvertent delay so caused in the construction of the Project owing to the world wide Covid-19 pandemic. 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.

- vi. That further, *Commission for air quality management (NCR and Adjoining Areas)* vide its order dated 16.11.2021 had directed to stop construction and demolition activities in NCR till 21st November, 2021. In compliance with the above-mentioned order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period.

- vii. 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.
- viii. That the delay caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. It may also be noted that the Respondent had carried out its obligations in Agreement with utmost diligence. That after considering the above delay, the date to offer possession has to be extended by approximately approx. Thus, keeping in view the above *force majeure* circumstances, the due date of offer of possession shall be extended considering the abovementioned NGT Bans, orders etc.
- ix. It is submitted that the Hon'ble High Court of Punjab and Haryana, Chandigarh in a recent judgement/order dated 24.12.2025 in RERA-APPL-92-2025 and other similar connected matters, has accepted the arguments and submissions advanced on behalf of the Company/Developer with respect to the impact of the second wave of COVID-19, granting the benefit of an additional period of three months, as well as the Orders passed by Hon'ble Supreme Court, Government Authorities, National Green Tribunal (NGT) wherein the construction in the National Capital area has been stayed/banned from time to time and

has remanded the matters to the Hon'ble Haryana Real Estate Appellate Tribunal (HREAT) for fresh consideration in view of the "*force majeure*" clause contained in the Builder Buyer Agreement/Agreement for Sale as parties are governed by the Builder Buyer Agreement/Agreement for Sale and the clauses therein.

- x. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 23.05.2025 and the offer of possession to the Complainant was made on 12.06.2026. That it is further pertinent to mention here that as per the Doctrine of Waiver, "*a party for whom certain statutory rights are granted, such party can waive those rights if no public interest is involved.*" The Complainant have waived off their right to claim interest for the delay in handing over of possession. Hence, the present complaint is infructuous as the Complainant have already waived off their rights and concealed the same in the present complaint..
- xi. That the Authority shall consider granting the extension firstly for a period of 6 months on account of the Covid – 19 outbreak as the project was launched in the year 2019 and furthermore, the environmental clearance by virtue of which the due date for handing over possession is calculated in the instant case was also granted on 20.12.2019 i.e. prior to the Covid – 19 outbreak and hence the appellant is entitled to grant of 6 months extension period on the account of Covid – 19 pandemic, as a period from 25.03.2020 till 24.09.2020 as force majeure period due to outbreak of Covid-19 and granted relief/ extension in compliance of the same vide office order dated 26.05.2020. Secondly the Respondent is also entitled for the grant of extension of 3 months on account of second wave of Covid-19 pandemic as grant by the HARERA, Panchkula. In

addition to the above, the Respondent is also entitled to the benefit of the Supreme Court and NGT etc. orders banning and restricting construction in Delhi NCR and the due date of possession as per the terms of the Buyer's Agreement ought to be extended accordingly

- xii. That it is pertinent to mention here that the Complainant herein had defaulted in making the payment on some instances as per the Affordable Plotted Colony and the schedule of payment as agreed under the Agreement. On several instances, the payment from the Complainant were received after the lapse of stipulated time period which led to levying of late payment charges on the Complainant as per the Policy. The Complainant due to late payment had accrued an interest amount of Rs.2,285/- which in an act of good-will was duly waived off. 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.
- xiii. 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(s).

- xiv. That the project in question has already been completed, occupation certificate was obtained on 23.05.2025. 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.
- xv. It is evident that the entire case of the Complainant are 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 are trying to hoodwink the Ld. Authority by placing untrue facts and attempting to hide the true colour of intention.
- xvi. 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. 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.
- xvii. 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.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on

the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

E.II Subject-matter jurisdiction

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

Section 11

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

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

F. Findings on the relief sought by the Complainant.

F.I Direct the respondent to pay the delay possession charges from promissory date of handing over the possession till actual handover of possession of the said unit.

F.II Direct the Respondent to complete the construction and development of the subject Unit and hand over lawful physical possession of Retail Unit No. UGF-17, admeasuring 312.41 sq. ft. of super built-up area and 173.56 sq. ft. of carpet area, situated in the commercial space known as "Signum Plaza IV", forming part of "Signature Global Park IV", Sector 36, Sohna, District Gurugram, Haryana, along with the requisite Occupancy Certificate (OC) or Completion Certificate (CC), as applicable, and all other necessary approvals and documents required for lawful possession and use of the said Unit.

12. In the present complaint, the Complainant 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."

13. Clause 7 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

7. Possession

7.1 SCHEDULE FOR POSSESSION OF THE SAID RESIDENTIAL INDEPENDENT FLOOR: *The promoter assures to hand over possession of the residential independent floor along with parking as per agreed terms and conditions by 30.07.2022 unless there is delay due to force majeure court orders, Government policy, decision etc. affecting the regular development of the real estate project.....*

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

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

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

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

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

15. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable

and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

16. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 17.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
17. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

18. Therefore, interest on the delay payments from the Complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to the Complainant in case of delayed possession charges.
19. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate

(Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 7 of the Apartment Buyer's Agreement dated 15.02.2021 executed between the parties, the possession of the subject apartment was to be delivered on or before 30.07.2022. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

20. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from the due date of possession i.e., 30.07.2022 till 12.04.2026 i.e. expiry of 2 months from the date of offer of possession (12.02.2026) as per section 18 (1) of the Act of 2016 read with rule 15 of the rules.
21. Further the respondent shall execute the registered conveyance deed in terms of Section 17 of the Act, 2016 after depositing stamp duty and registration charges by the complainant.
22. The Complainant are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(zb) of the Act.

23. Further, the Respondent was directed to submit a revised statement of account within 15 days. However, even after the expiry of the said period of 15 days from the date of the order, the Respondent has failed to file the revised statement of account, and the same has not been filed till date.

G. Directions of the Authority

24. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent/promoter is directed to pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the Complainant(s) from the due date of possession i.e., 30.07.2022 till 12.04.2026 i.e. expiry of 2 months from the date of offer of possession (12.02.2026) as per section 18 (1) of the Act of 2016 read with rule 15 of the rules.
 - ii. The arrears of such interest accrued from 30.07.2022 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 10th of the subsequent month as per rule 16(2) of the rules.
 - iii. The respondent is directed to handover the physical possession of the unit to the Complainant. Further the respondent shall execute the



registered conveyance deed in terms of Section 17 of the Act, 2016 after depositing stamp duty and registration charges by the complainant.

- iv. The Complainant are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - vi. The respondent/promoter shall not charge anything from the Complainant which is not the part of the buyer's agreement.
25. The complaint and application, if any, stands disposed of.
26. File be consigned to registry.

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026