BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Decision:	14.08.2026

Name of the Builder/Respondent		Signature Global (India) Pvt. Ltd.	Appearance
S. No.	Case No.	Case title	
1.	CR/6576/2025	Saurabh Kumar Sharma V/S Signature Global India Private Limited	Shri Vishal Sehrawat Advocate for the complainant Shri Pankaj Chandola Advocate for the respondent
2.	CR/6562/2025	Sanjeet Jaiswal V/S Signature Global India Private Limited	Shri Vishal Sehrawat Advocate for the complainant Shri Pankaj Chandola Advocate for the respondent
3.	CR/6578/2025	Rangitsinh Rathwa V/S Signature Global India Private Limited	Shri Vishal Sehrawat Advocate for the complainant Shri Pankaj Chandola Advocate for the respondent
4.	CR/5516/2025	Shiv Murti Pal and Manju Pal V/S Signature Global India Private Limited	Mr. Akash Godhvani Advocate for the complainant Shri Pankaj Chandola Advocate for the respondent

CORAM:

Shri Arun Kumar	Chairman

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 Millenia, sector-37D, Gurugram, Haryana" being developed by the respondent/promoter i.e., Signature Global (India) Pvt. Ltd. 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 delay possession charges at prescribed rate of interest.
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:

5. POSSESION *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 male 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 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."* **Date of approval of building plans: 08.06.2017** **Date of approval environmental clearance: 21.08.2017** **Occupation certificate received dated: 25.01.2023**

Sr. No	Cr no. and Date of filing of complaint and reply	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/6576/2025** **Date of filing of complaint: 16.01.2026** **Reply received on 17.04.2026**	7-1004, tower-7, 10th floor Area of the unit 552.360 sq. ft.	16.11.2017	21.08.2021 CD executed on 15.05.2023 Possession certificate on 15.05.2023	Rs. 25,31,213/-	Rs. 25,31,213/-
2	**CR/6562/2025** **Date of filing of complaint: 16.01.2026** **Reply received on 17.04.2026**	7004, Tower--7, GF Area of the unit 552.360 sq. ft.	08.11.2017	21.08.2021 CD executed on 05.05.2023 Possession certificate on 05.05.2023	Rs. 25,31,213/-	Rs. 25,31,213/-
3.	**CR/6578/2025** **Date of filing of complaint: 16.01.2026** **Reply received on 17.04.2026**	7-108, 1st floor Area of the unit 519.23 sq. ft.	26.11.2017	21.08.2021 CD executed on 19.05.2023	Rs. 21,16,742/-	Rs. 23,07,253/-
4.	**CR/5516/2025** **Date of filing of complaint: 30.10.2025** **Reply received on 17.04.2026**	10-201 Area of the unit 519.229 sq. ft.	20.11.2017	21.08.2021 CD executed on 16.05.2023	Rs. 21,16,742/-	Rs. 23,07,248/-

Relief sought:
1. Direct the respondent to pay interest for every month of delay at the rate of 15% per annum.

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 delayed possession charges.

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/6576/2025 titled as Saurabh Kumar Sharma 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.

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 Project
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.	BBA	16.11.2017

7.	Unit no.	7-1004, tower-7, 10th floor
8.	Area of the unit	552.360 sq. ft.
9.	Possession clause	**5. POSSESION** 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 male 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 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.	Total sale price	Rs. 25,31,213/-
11.	Paid up amount	Rs. 25,31,213/-
12.	Date of approval of building plans	08.06.2017
13.	Date of approval environmental clearance	21.08.2017

14.	Due date of possession	21.08.2021 [Calculated from the date of environmental clearance]
15.	OC dated	25.01.2023
16.	Intimation of possession	01.02.2023
17.	CD executed on	15.05.2023
18.	Possession certificate on	15.05.2023

B. Facts of the complaint.

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

I. That the respondent, *M/s Signature Global (India) Pvt. Ltd.*, is a company incorporated under the provisions of the Companies Act, 1956, and registered with the Registrar of Companies, Delhi.

II. In 2017, the respondent issued an advertisement inviting applications from prospective buyers for allotment of units in its residential group housing project, namely, *"The Millennia"*, situated in Sector 37D, Gurugram, Haryana (hereinafter referred to as "the project"), developed under the Affordable Group Housing Policy, 2013. The respondent represented that the building plans of the project had been approved by the competent authority.

III. Relying upon the representations and assurances made by the respondent regarding the project and timely delivery of possession, the complainant booked a unit in the said project. The complainant paid a booking amount of ₹1,12,464/- (Rupees One Lakh Twelve Thousand Four Hundred Sixty-Four only), and a builder-buyer agreement (BBA) was executed between the parties on 15.11.2017.

IV. The respondent allotted unit bearing No. 7-1004 to the complainant vide an allotment letter. The total sale consideration of the allotted unit was ₹24,51,697/-. The complainant submits that the entire sale consideration was paid to the respondent in accordance with the payment plan stipulated in Schedule D of the BBA. A copy of the statement of account has been annexed as Annexure A-6.

V. The complainant alleges that, despite being aware of the provisions of the Real Estate (Regulation and Development) Act, 2016, the Haryana Real Estate (Regulation and Development) Rules, 2017, and the applicable legal principles governing delayed possession, the respondent failed to pay the delayed possession interest to which the complainant claims entitlement under Clause 6.2(ii) of the BBA.

VI. The complainant alleges that the respondent has failed to fulfil its contractual and statutory obligations, resulting in deficiency in service and causing financial hardship to the complainant. Accordingly, the complainant seeks appropriate relief in accordance with the provisions of the Act and the Rules framed thereunder.

VII. The complainant further alleges that the respondent failed to adhere to the terms and conditions of the BBA and the provisions of the Affordable Group Housing Policy, 2013. It is alleged that the respondent made representations regarding the project and the timely delivery of possession but failed to fulfil its obligations within the stipulated period, thereby causing prejudice to the complainant.

VIII. As per Clause 6.1(i) of the BBA dated 15.11.2017, the possession of the allotted unit was required to be delivered by 20.08.2021, subject to the applicable grace period of six months. After accounting for the claimed grace period, the complainant calculates the due date of possession as 21.02.2022. The complainant alleges that the offer of possession was made more than 18 months beyond the said date. Accordingly, the complainant claims delayed possession interest at the rate stipulated under Clause 6.2(ii) of the BBA, stated to be 15% per annum, from the due date of possession until the handing over of possession.

IX. The complainant further submits that, under Clause 4.6 of the BBA, the respondent is entitled to charge interest at the rate of 15% per annum in the event of delayed payments by the allottee, and that such interest was charged from the complainant. The complainant contends that the respondent is equally bound by Clause 6.2(ii) of the BBA to pay interest for the delay in handing over possession but has failed to pay any amount towards delayed possession interest.

X. The complainant alleges that, despite having paid the entire sale consideration demanded by the respondent, the complainant has neither received timely possession nor been compensated for the alleged delay in accordance with the terms of the BBA. The complainant, therefore, seeks payment of delayed possession interest at the applicable prescribed rate, in accordance with the provisions of the Act and the terms of the BBA.

C. Relief sought by the complainant:

8. **The complainant has sought following relief(s).**

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

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.

I. That the present complaint is an afterthought and has been filed by the complainant with the intention of seeking undue monetary benefits at the expense of the respondent. The respondent submits that the complaint is devoid of merit and does not disclose any cause of action. It is further submitted that the complaint was filed after the execution of the conveyance deed in May 2023.

II. That the complainant has allegedly concealed material facts relevant to the proper adjudication of the present complaint. The respondent submits that the allegations raised by the complainant are false, frivolous, misleading, and baseless, and have been made with the intention of obtaining undue monetary benefits.

III. That the complainant has not approached this Authority with clean hands and has suppressed material facts. The respondent submits that the complaint is devoid of merit and is liable to be dismissed with costs. It is further submitted that the complaint was filed more than three years after the execution of the conveyance deed, despite the complainant having already taken possession of and being in occupation of the allotted unit.

IV. That in 2017, the complainant, while searching for an apartment, came to know about the respondent's affordable housing project, namely *"The Millennia"*, situated in Sector 37D, Gurugram, Haryana (hereinafter referred to as the "project"), being developed by the respondent under the Affordable Housing Policy, 2013. That on 14.08.2017, the complainant applied for allotment of a unit in the project vide Application No. 8600. Pursuant to the application, a draw of lots was conducted on 27.10.2017 in the presence of officials of the Department of Town and Country Planning (DTCP) and the Deputy Commissioner, Gurugram. Consequently, unit No. 7-1004, situated on the 10th floor of Tower 7, having a carpet area of 552.360 sq. ft. and a balcony area of 79.653 sq. ft., together with an open two-wheeler parking space and a proportionate share in the common areas, was allotted to the complainant vide allotment letter dated 01.11.2017.

V. That on 16.11.2017, an Agreement for Sale (hereinafter referred to as the "ATS") was executed between the parties in respect of the aforesaid unit, at a basic sale price of ₹22,49,266.50, exclusive of other charges, taxes, and levies as stipulated in the ATS. The respondent submits that the ATS was executed by the complainant voluntarily, with free consent and without any objection. That the complainant had applied for allotment of the unit after conducting the requisite due diligence and verification and upon being satisfied with the project.

VI. That, as per Clause 5.1 of the ATS, possession of the allotted unit was to be offered within 60 days from the date of issuance of the Occupation Certificate, subject to any delay or failure arising from force majeure events. That, as per Clause 6.1 of the ATS, the respondent was required to make available ready-to-move-in possession of the allotted unit on or before 20.08.2021. However, the respondent submits that the said

timeline is required to be read in conjunction with Clause 5.1 of the ATS, which provides for an extension in the event of force majeure circumstances.

VII. That, in terms of Clause 5.1 of the ATS, the respondent claims entitlement to an extension of the contractual timeline to the extent affected by force majeure circumstances. That the respondent submits that the stipulated date for delivery of possession fell during the COVID-19 pandemic, when the country was affected by lockdowns and restrictions. In this regard, the Ministry of Finance, vide Office Memorandum No. F.18/4/2020-PPD dated 13.05.2020, recognised the COVID-19 lockdown as a force majeure circumstance and provided for an extension of six months for the fulfilment of 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, recognised the COVID-19 situation as a force majeure event in relation to real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date, and extended completion date by six months.

VIII. That the respondent further submits that the Haryana Real Estate Regulatory Authority, Panchkula, taking into consideration the difficulties faced by real estate developers due to the second wave of COVID-19, allowed a special extension of three months for the period from 01.04.2021 to 30.06.2021, treating the same as a force majeure event. Accordingly, the respondent claims entitlement to an additional extension of three months in the completion timeline of the project.

IX. The respondent further submits that, after the lifting of COVID-19 restrictions, the return of migrant workers to the project site was delayed, resulting in a shortage of labour, construction materials, and

transportation facilities, which adversely affected the pace of construction. The respondent also claims that additional time was required for carrying out repairs to the existing structure and fixtures following the prolonged suspension of construction activities during the lockdown. Accordingly, the respondent seeks an extension of the possession timeline on account of the delays caused by the COVID-19 pandemic.

X. The respondent further contends that construction activities in the Delhi-NCR region were prohibited on several occasions by the courts and competent authorities to control air pollution, thereby affecting the progress of the project. In this regard, the respondent relies upon various orders imposing restrictions on construction activities, including the orders dated 04.11.2019 and 16.11.2021, and claims exclusion of the affected periods from the computation of delay.

XI. The respondent has also referred to various other restrictions imposed between 2017 and 2019, including the closure of brick kilns, stone crushers and hot-mix plants vide order dated 07.11.2017, restrictions imposed by the Haryana State Pollution Control Board from 01.11.2018 to 10.11.2018, the ban imposed by the Delhi Pollution Control Committee from 24.12.2018 to 26.12.2018, and restrictions imposed by the Municipal Corporation, Gurugram, from 11.10.2019 to 31.12.2019. The respondent claims that these restrictions adversely affected construction activities and seeks exclusion of the corresponding periods while determining the delay in handing over possession.

XII. The respondent further submits that the aforesaid circumstances were beyond its control and that the delay was neither intentional nor deliberate. Accordingly, it claims an extension of the contractual

possession timeline under the force majeure provisions of the Agreement for Sale (ATS).

XIII. The respondent has also relied upon the judgment dated 24.12.2025 passed by the Hon'ble Punjab and Haryana High Court at Chandigarh in RERA-APPL-92-2025 and connected matters, wherein the matters were remanded for fresh consideration of the impact of COVID-19-related restrictions and other construction bans in the light of the force majeure clause contained in the Agreement for Sale.

XIV. That the delay in completion of the project was caused by unforeseen circumstances, as detailed in the preceding paragraphs, and the same is liable to be considered while determining the due date for offering possession. It is further submitted that the Respondent duly performed its obligations under the ATS with utmost diligence. The complaint is not maintainable, as the Complainant had already taken peaceful possession of the allotted unit before filing the same.

XV. That after completion of the project and receipt of the Occupation Certificate on 25.01.2023, the Respondent offered possession of the allotted unit to the Complainant vide offer of possession letter dated 01.02.2023. Thereafter, the conveyance deed was executed on 15.05.2023, and physical possession was handed over to the Complainant vide possession certificate dated 15.05.2023. The Respondent further submits that, at the time of taking possession, the Complainant voluntarily waived his rights by recording satisfaction with the terms and conditions of the agreement.

XVI. That, as per the doctrine of waiver, a party in whose favour certain statutory rights have been conferred may waive such rights, provided no public interest is involved. It is submitted that the Complainant has waived his right to claim interest on account of delay in handing over

possession. Accordingly, the present complaint is alleged to have become infructuous, as the Complainant had already waived the said right, which fact has not been disclosed in the complaint.

XVII. The Respondent has further relied upon Sections 62 and 63 of the Indian Contract Act, 1872, regarding alteration of contracts and the power of a promisee to dispense with or remit performance, extend the time for performance, or accept any other satisfaction in lieu thereof

XVIII. That the Complainant defaulted in making payments on various occasions in accordance with the Affordable Housing Policy and the payment schedule agreed under the ATS. It is submitted that most of the payments were received after the stipulated due dates, resulting in the levy of late payment charges in accordance with the applicable policy. The Respondent relies upon the statement of account in support of its contention and submits that the Complainant has paid a total amount of ₹25,13,513/-, inclusive of all charges.

XIX. That the Complainant has allegedly concealed the fact that the delay in completion of the project occurred due to circumstances beyond the control of the Respondent. It is further submitted that the possession timeline under the agreement was subject to force majeure circumstances, entitling the Respondent to an extension of time for the periods affected by such circumstances, as detailed in the preceding paragraphs. Accordingly, the Respondent disputes the allegation of delay and submits that the Occupation Certificate has been obtained and possession has been handed over to the Complainant.

XX. That the project has already been completed, the Occupation Certificate was obtained on 25.01.2023, possession was offered vide letter dated 01.02.2023, the conveyance deed was executed on 15.05.2023, and the possession certificate was also issued on 15.05.2023. It is further

submitted that the delay, if any, was attributable to circumstances beyond the control of the Respondent, and the Respondent cannot be held liable for the periods during which construction and development activities were affected by force majeure circumstances or orders/directions issued by the Courts or the State authorities.

XXI. That the Respondent alleges that the complaint is based on false and frivolous allegations and that the Complainant has placed incorrect facts before this Authority while concealing material facts. That, in view of the facts and submissions made in the preceding paragraphs, the Respondent submits that no cause of action exists in favour of the Complainant or against the Respondent. Accordingly, the complaint is liable to be dismissed.

XXII. That the Respondent, therefore, prays that the present complaint be dismissed with costs, as the same is alleged to be an abuse of the process of law and has unnecessarily consumed the valuable time and resources of this Authority. The Respondent further submits that the Complainant has sought relief in respect of delayed possession charges. However, since the Complainant has already taken possession of the allotted unit and, at the time of taking possession, allegedly recorded that he had no claims whatsoever against the Respondent and was 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 Interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

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., 14.08.2026 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 16.11.2017 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 offer of possession i.e., 01.02.2023 plus two months in terms of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

25. The Respondent obtained the Occupation Certificate from the competent authority on 25.01.2023. Thereafter, the conveyance deed was executed on 15.05.2023, and the possession certificate was also issued to the Complainant on the same date.

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 offer of possession i.e., 01.02.2023 plus two months in terms of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

II. The arrears of such interest accrued from 21.08.2021 till the date of order by the authority shall be paid by the respondent/promoter to

the complainants 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 complainant is 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(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. Complaint as well as applications, if any, stand disposed off accordingly. True certified copy of this order shall be placed in the case file of each matter.

29. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 14.08.2026