BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Decision:	14.08.2026

NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	**Case No.**	**Case title**
1.	CR/5606/2025	Sudhanshu Aggarwal vs. Signature Infrabuild Private Limited
2.	CR/109/2026	Rohini Mamgain vs. Signature Infrabuild Private Limited

CORAM:	
Shri Arun Kumar	Chairman
APPEARANCE:	
Shri Akash Godhwani	Advocate for the complainant
Shri Venket Rao	Advocate for the respondent

ORDER

1. The above complaints have been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "Signature Global Aspire, Sector – 95, Gurugram, Haryana" being developed by the respondent/promoter i.e., Signature Infrabuild Private Limited. The issue involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

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

Sr. No	Cr no. 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/5606/2025 **Date of filing: 30.10.20525** **Reply received on 17.04.2026**	D-202, 2nd floor Area: 636.206 sq. ft.	17.12.2021	20.12.2023	Rs. 27,99,787/-	Rs. 25,19,809/- Occupation certificate: **Not obtained** Offer of possession: **Not offered**
2.	CR/109/2026 **Date of filing: 16.10.2026** **Reply received on**	A-1104, Area: 592.86 sq. ft.	05.08.2021	20.12.2023	Rs. 24,38,436/-	Rs. 24,38,436/- Occupation certificate: **Not obtained**

	17.04.2026					Offer of possession: **Not offered**

Relief sought:

1. Direct the respondent to hand over legal, valid, and peaceful possession of the property, along with applicable interest.

2. Direct the respondent to pay Delay Possession Charges at the prescribed rate of 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/5606/2025 titled as Sudhanshu Aggarwal 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/5606/2025 titled Sudhanshu Aggarwal 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.	D-202, 2nd floor
7.	Unit admeasuring	636.206 SQ. FT.
8.	Date of application dated	16.12.2021
9.	Date of execution of registered agreement for sale	17.12.2021
10.	Date of building plan	30.09.2019
11.	Date of environment clearance	20.12.2019
12.	Possession clause	*5. Possession* *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 Allotee(s). Subject to Force 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.***
13.	Due date of delivery of possession	20.12.2023 (calculated from the date of environment clearance)
14.	Total sale consideration	Rs. 27,99,787/-
15.	Total amount paid by the complainant	Rs. 25,19,809/-
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. That in the year 2019, the respondent launched a residential group housing project, namely, "Signature Global Aspire", situated in Sector

95, Gurugram, Haryana, under the provisions of the Affordable Group Housing Policy, 2013, and invited applications from prospective allottees for allotment of residential units in the said project. The respondent represented that the requisite building plan approval had been obtained from the competent authority. Relying upon the representations and assurances made by the respondent and its representatives, the complainant paid an initial amount of ₹1,39,990/-, which was duly acknowledged by the respondent. Thereafter, the complainant submitted an application for allotment of a residential unit in the said project.

II. That pursuant to the aforesaid application, the respondent allotted a residential unit bearing no. D-202 to the complainant and issued the corresponding allotment letter. Subsequently, a Builder-Buyer Agreement (BBA) was executed between the parties on 17.12.2021, setting out the terms and conditions governing the allotment, payment obligations, and delivery of possession of the said unit.

III. That, in accordance with the payment plan specified in Schedule B of the BBA and in response to the demand notices raised by the respondent, the complainant paid a total amount of ₹18,19,862/- towards the consideration of the allotted unit. The aforesaid payments are reflected in the customer ledger maintained by the respondent. Despite receiving the said amount, the respondent failed to deliver possession of the unit within the stipulated period.

IV. That the complainant repeatedly approached the respondent through emails, telephone calls, and other communications, seeking information regarding the progress of construction, the expected date of possession, and the payment of interest for the delay in handing over possession.

However, the respondent failed to provide any satisfactory response or a definite timeline for completion of the project and delivery of possession. The complainant was repeatedly assured that the issue of delayed compensation would be addressed at the time of handing over possession, but no such compensation has been paid to date.

V. That, as per Clause 5.1 of the BBA dated 17.12.2021, possession of the allotted unit was stipulated to be delivered by 20.12.2023. However, the respondent has failed to offer possession of the unit even after the expiry of the stipulated period, resulting in a substantial delay in the delivery of possession. The complainant alleges that the respondent has failed to fulfil its contractual obligations despite having collected substantial amounts from the allottees.

VI. That Clause 6.2(ii) of the BBA provides for payment of interest at the rate prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, in the event of delay in handing over possession, subject to the terms and conditions stipulated therein. The complainant submits that, while the respondent is entitled to charge interest on delayed payments by the allottee under Clause 4.6 of the BBA, it has failed to discharge its corresponding obligation to pay interest for the delay in delivery of possession. The complainant, therefore, seeks payment of the applicable interest for the period of delay in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, the Rules framed thereunder, and the terms of the BBA.

VII. That the complainant alleges that the respondent has failed to adhere to the terms and conditions of the BBA and the applicable provisions of the Affordable Group Housing Policy, 2013. Despite advertising the

project under the slogan "Payee Kiraye Se Azadi", thereby creating an expectation of timely delivery of the residential unit, the respondent has failed to fulfil its commitment. The complainant further alleges that the respondent has not maintained the requisite transparency and accountability regarding the progress of construction and the likely date of possession and has sought to justify the delay by citing reasons such as the COVID-19 pandemic and paucity of funds.

VIII. That the complainant further alleges that the respondent has raised certain demands which are not in accordance with the terms and conditions of the BBA and are, therefore, disputed as unjustified. The complainant also submits that any offer of possession made subject to payment of charges that are not contractually payable by the allottee cannot be treated as a valid offer of possession. Accordingly, the validity of any such demand or conditional offer is required to be examined in light of the BBA and the applicable law.

IX. That the complainant alleges that the respondent has adopted unfair trade practices and failed to discharge its statutory and contractual obligations, thereby causing financial loss, inconvenience, and mental agony to the complainant. The complainant further alleges that the amounts collected from the allottees have not resulted in timely completion of the project and expresses apprehension regarding the utilisation of the funds collected by the respondent. These allegations are advanced as grounds for seeking appropriate relief under the Act.

X. That the complainant submits that the respondent's failure to deliver possession within the stipulated period and to pay the applicable interest for the delay constitutes a breach of its contractual and statutory obligations. The complainant relies upon the provisions of the

Real Estate (Regulation and Development) Act, 2016, the Haryana Real Estate (Regulation and Development) Rules, 2017, and the relevant judicial precedents in support of the reliefs sought in the present complaint.

C. Relief sought by the complainant:

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

   I. Direct the respondent to hand over legal, valid, and peaceful possession of the property, along with applicable interest.
   II. Direct the respondent to pay Delay Possession Charges at the prescribed rate of interest.

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

D. Reply by the respondent.

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

   I. That the complainant has deliberately concealed the material facts and circumstances relevant to the adjudication of the present complaint. The allegations levelled against the respondent are false, frivolous, misleading, and devoid of merit. The complainant has approached this Authority with the intention of seeking reliefs to which he is not legally entitled. The respondent, therefore, submits that the complaint deserves to be dismissed in accordance with law.

   II. That the complainant has not approached this Authority with clean hands and has suppressed material facts concerning the allotment, the terms and conditions of the Builder-Buyer Agreement, the applicable possession timeline, the respondent's submissions regarding force majeure circumstances, and the outstanding payments allegedly payable by the

complainant. The respondent craves leave to place the correct facts and circumstances before this Authority for proper adjudication of the present complaint.

III. That the present complaint is defective and liable to be dismissed at the threshold, as the copy of the complaint served upon the respondent does not contain the complainant's affidavit verifying the averments made therein. It is submitted that the complaint, as served upon the respondent, does not bear the requisite verification on oath. The respondent, therefore, raises an objection regarding the maintainability of the complaint in its present form and prays that the same be considered in accordance with the applicable procedural requirements.

IV. That the complainant approached the respondent in the year 2021 with the intention of booking a residential unit in the respondent's affordable housing project, namely, "Signature Global Aspire", situated in Sector 95, Gurugram, Haryana. Accordingly, the complainant submitted Booking Application No. 15586 dated 14.12.2021, expressing his interest in securing allotment of a residential unit in the said project. The project had been launched in the year 2019 and was registered under the Real Estate (Regulation and Development) Act, 2016, vide Registration No. 69 of 2019 dated 14.11.2019. The complainant was aware that the project was being developed under the Affordable Housing Policy, 2013, and that the applicable possession timeline was governed by the said policy and the relevant contractual provisions, irrespective of the date on which the Builder-Buyer Agreement was executed.

V. That before submitting the booking application, the complainant independently enquired into the project and, after satisfying himself regarding the relevant aspects thereof, voluntarily decided to apply for allotment of a unit. The respondent denies that the complainant was induced

to book the unit on the basis of any false representation or assurance attributable to the respondent.

VI. That pursuant to the booking application, the complainant was allotted residential unit bearing No. 202 in Block/Tower D, situated on the second floor, having a carpet area of 636.206 square feet and a balcony area of 105.724 square feet, together with an open two-wheeler parking space and the proportionate share in the common areas, in accordance with the applicable policy and the terms and conditions governing the allotment.

VII. That a Builder-Buyer Agreement (hereinafter referred to as the "Agreement") was executed between the parties on 17.12.2021 in respect of the aforesaid unit. The sale consideration of the unit was ₹27,72,065/-, exclusive of other applicable charges as specified in the Agreement. The respondent submits that the Agreement was executed voluntarily by the complainant with his free consent and that the terms and conditions contained therein are binding upon both parties, subject to the applicable provisions of law.

VIII. That the rights and obligations of the parties are governed by the Agreement, the Affordable Housing Policy, 2013, and the applicable statutory provisions. The respondent submits that the contractual terms, including those relating to the payment schedule, possession, force majeure, and the consequences of payment defaults, are required to be considered while adjudicating the present complaint.

IX. That, in terms of Clause 3.1 of the Agreement, the complainant was required to pay the sale consideration of the residential unit, together with the applicable parking charges, if any, in accordance with the payment plan set out in Schedule B of the Agreement. That, in terms of the proviso to Clause 4.6 of the Agreement, the allottee is liable to pay interest at the rate prescribed under Rule 15 of the Haryana Real Estate (Regulation and

Development) Rules, 2017, in the event of delay in making payments due under the Agreement. The respondent submits that the payment obligations of the complainant must also be taken into consideration while determining the rights and liabilities of the parties.

X. That, as per Clause 5.1 of the Agreement, the offer of possession was subject to the terms and conditions stipulated therein, including the applicable possession timeline and the provisions relating to force majeure. The respondent submits that the possession due date cannot be determined merely with reference to the date of execution of the Agreement, as the project is governed by the Affordable Housing Policy, 2013, and the applicable contractual provisions.

XI. That the respondent submits that the time stipulated for completion of the project and delivery of possession is subject to the force majeure provisions contained in the Agreement. Various circumstances beyond the respondent's control allegedly affected the progress of construction, and the respondent seeks exclusion of the period attributable to such circumstances while determining the applicable possession due date and the period of delay, if any.

XII. That the respondent relies upon the following circumstances in support of its claim for an extension of the possession timeline:

A. The respondent submits that the construction of the project was adversely affected by the COVID-19 pandemic, shortage of labour and construction materials, and various restrictions imposed on construction activities by the Hon'ble Supreme Court, environmental authorities, and other competent authorities in the Delhi-NCR region. The respondent further claims the benefit of the three-month extension granted by

HRERA, Panchkula, for the period from 01.04.2021 to 30.06.2021, on account of the second wave of COVID-19.

B. The respondent also relies upon various orders restricting construction activities, including the order dated 04.11.2019 passed by the Hon'ble Supreme Court in W.P. (Civil) No. 13029 of 1985, the directions dated 16.11.2021 issued by the Commission for Air Quality Management, and other orders relating to restrictions imposed between 2017 and 2019. It is contended that these circumstances were beyond its control and affected the timely completion of the project.

C. The respondent accordingly seeks the benefit of the applicable force majeure provisions under the Builder-Buyer Agreement and an extension of approximately two years in the possession timeline, subject to the applicability of the relevant orders and the actual impact of the restrictions on the project.

D. The respondent further places reliance upon the judgment dated 24.12.2025 passed by the Hon'ble Punjab and Haryana High Court in RERA-APPL-92-2025 and connected matters, submitting that the contractual force majeure clauses and the relevant orders restricting construction activities must be considered while determining the rights and liabilities of the parties. Accordingly, the respondent prays that its claim for extension of the possession timeline be considered in light of the aforesaid circumstances and applicable law.

XIII. That the respondent further submits that the project was granted an extension up to 29.04.2026 by this Authority vide order/notification dated 06.05.2025, bearing No. PROJECT CONTINUATION-RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/10 dated 06.05.2025. The respondent relies upon the aforesaid extension in support of its contention that the project timeline and the complainant's claim concerning delayed possession must be considered in the light of the applicable extension order.

XIV. The respondent submits that the effect of the aforesaid extension upon the possession due date and the reliefs claimed by the complainant is required to be determined in accordance with the terms of the extension order, the Affordable Housing Policy, 2013, the Agreement, and the applicable provisions of law.

XV. That the respondent submits that the unit in question is governed by the Affordable Housing Policy, 2013, including the provisions relating to sale consideration, possession timelines, delay compensation, and termination. Accordingly, the date for handing over possession is required to be determined with reference to the applicable policy provisions and the relevant terms of the Agreement, rather than solely from the date of execution of the Builder-Buyer Agreement.

XVI. That the respondent reiterates its claim for the benefit of the three-month extension granted on account of the second wave of COVID-19, together with such benefit as may be legally admissible in respect of restrictions imposed by the Hon'ble Supreme Court, the National Green Tribunal, and other competent authorities on construction activities in the Delhi-NCR region. The respondent submits that the cumulative effect of the aforesaid circumstances should be considered while

determining the applicable possession due date and the period, if any, for which the respondent is liable to pay interest for delayed possession.

XVII. That the respondent submits that the complainant failed to make payments in accordance with the Affordable Housing Policy, 2013, and the payment schedule forming part of the Agreement. The respondent relies upon its statement of account to contend that the complainant defaulted in making payments on various occasions. The respondent further submits that, after obtaining the Occupancy Certificate, it issued an offer of possession along with reminders requiring the complainant to clear the outstanding dues and complete the requisite formalities for taking possession of the allotted unit.

XVIII. The respondent states that the complainant has paid a total amount of ₹25,19,809/- to date and contends that the outstanding amount, if any, is required to be determined with reference to the statement of account and the applicable contractual provisions.

XIX. That the respondent further submits that it issued reminders dated 04.05.2023, 17.03.2025, 12.05.2025, and 11.06.2025 in relation to the outstanding payments. According to the respondent, despite the issuance of the aforesaid reminders and the offer of possession, the complainant failed to clear the outstanding dues and take possession of the unit. The respondent contends that these facts are material to the adjudication of the complaint and ought to be considered while determining the relief, if any, to which the complainant is entitled.

XX. That the respondent denies the complainant's allegation that the project has been delayed solely on account of any deliberate or wilful omission on its part. The respondent submits that the progress of

construction was affected by circumstances beyond its control, including the COVID-19 pandemic and restrictions imposed by competent authorities. It is further submitted that the possession timeline was subject to the applicable force majeure provisions and that the alleged delay cannot be determined without considering the relevant contractual terms and the effect of the aforesaid restrictions.

XXI. That the respondent submits that the project has reached an advanced stage of development and that the delay, to the extent attributable to circumstances beyond its control, should not be treated as a wilful breach of the Agreement. The respondent accordingly prays that the periods during which construction activities were affected by legally binding orders or other circumstances covered by the applicable force majeure provisions be considered in accordance with law while determining its liability, if any, for delayed possession.

XXII. That the respondent denies the allegations made by the complainant to the extent that they are contrary to the facts and the terms of the Agreement. The respondent submits that the complainant has failed to present the complete factual position regarding the payment defaults alleged by the respondent, the offer of possession, the outstanding dues, and the circumstances affecting the progress of the project. The respondent, therefore, prays that the present complaint be adjudicated after taking into consideration the pleadings, documents, contractual provisions, and applicable law.

XXIII. That, in view of the foregoing submissions, the respondent contends that the complainant has failed to establish a legally sustainable cause of action for the reliefs claimed in the present complaint. The respondent accordingly prays that the complaint be dismissed with

costs as being devoid of merit and that such other or further orders as this Authority may deem fit and proper in the facts and circumstances of the case be passed in favour of the respondent.

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.IISubject-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 Direct the respondents to hand over legal, valid, and peaceful possession of the property, along with applicable interest.

F.II Direct the respondent to pay Delay Possession Charges at the prescribed rate of interest.

16. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

*"**Section 18: - Return of amount and compensation***

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

17. Clause 5 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

> **5. Possession**
>
> *Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.*

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

> ***Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***
>
> *(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:*
>
> *Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

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

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

20. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 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 17.12.2021 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.

G. Directions of the Authority

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

i. The respondent is directed 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 10th 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.

26. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

27. The complaint and application, if any, stands disposed of.

28. File be consigned to registry.

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

HARERA
GURUGRAM