BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Decision:	17.07.2026

NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	Case No.	Case title
1.	CR/244/2026	Kalpana Uniyal Vs. Signature Infrabuild Private Limited
2.	CR/455/2026	Vibha Kumari 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 all the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

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

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total sale Consideration	Total Amount paid by the complainants (In Rs.)
1.	**CR/244/2026 Date of filing: 02.02.2026** **Reply received on 08.05.2026**	D-1101, 11th floor, Tower-D Unit admeasuring : 548.889 sq. ft. Balcony area 99.589 sq. ft. [Page 39 of reply]	23.11.2020 [pg. 30 of complaint]	20.12.2023 (calculated from the date of environment clearance)	Rs. 22,67,802/- (As per SOA dated 04.05.2026 on page 282 of reply)	Rs. 22,67,801/- (As per SOA dated 04.05.2026 on page 282 of reply)
2.	**CR/455/2026 Date of filing: 03.02.2026** **Reply received on 08.05.2026**	107, 1ST floor, Tower-B Unit admeasuring : 594.065 sq. ft. Balcony area 82.151 sq. ft.	26.07.2021 [pg. 32 of complaint]	20.12.2023 (calculated from the date of environment clearance)	Rs. 24,41,510/- (As per SOA dated 12.02.2026 on page 304 of reply)	Rs. 15,25,943/- (As per SOA dated 12.02.2026 on page 304 of reply)

		[Page 36 of reply]				

Relief sought:

1. **Possession along with interest.**
2. **Direct the respondent not to ask any charges which is not the part of the BBA.**
3. **Direct the respondent not to charge any amount on account of maintenance for a period of 5 years.**

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/244/2026 titled as Kalpana Uniyal 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/244/2026 titled Kalpana Uniyal 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-1101, 11th floor, Tower-D
7.	Unit admeasuring	548.889 sq. ft. Balcony area 99.589 sq. ft. [Page 39 of reply]
8.	Date of application dated	10.11.2020 [page 35 of the complaint]
9.	Date of execution of registered agreement for sale	23.11.2020 [pg. 30 of complaint]
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. 22,67,802/-
15.	Total amount paid by the complainant	Rs. 22,67,801/-
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 2019, the respondent company issued an advertisement announcing a residential group housing project known as *"Signature Global Aspire,"* situated in Sector 95, Gurugram, Haryana, under the provisions of the Affordable Group Housing Policy, 2013. Accordingly, applications were invited from prospective buyers for allotment of units in the said project. The respondent represented that the building plans of the project had been approved by the competent authority.

II. That the complainant, relying upon the representations and assurances made by the agents of the respondent company, paid an initial amount of ₹1,12,268/-. The respondent acknowledged receipt of the said amount, following which the complainant submitted an application for allotment of a unit in the project. That the complainant was issued an allotment letter in respect of Unit No. D-1101, situated in Tower D of the said project.

III. That the complainant, relying upon the representations and assurances made by the respondent company, executed a Builder Buyer Agreement (hereinafter referred to as the "BBA") on 23.11.2020. That, in response to the demand notices raised by the respondent, the complainant has paid a total amount of ₹22,72,886/- to the respondent. That the complainant sent multiple emails and made several telephone calls to the respondent seeking possession of the allotted unit and payment of interest for the delay in handing over possession. However, no satisfactory response was received. The respondent repeatedly assured the complainant that the matter would be considered and settled on an individual basis at the time of handing over possession.

IV. That despite being aware of the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the

"RERA Act") and the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "HRERA Rules"), as well as the complainant's entitlement to interest for delayed possession, the respondent has failed to pay the interest payable under Clause 6.2(ii) of the BBA.

V. That the complainant contacted the respondent on several occasions and regularly followed up regarding the progress of construction and the expected date of possession. However, the respondent failed to provide any satisfactory response regarding the status of construction or the likely date of delivery of possession. Despite repeated requests, the complainant was not provided with a definite timeline for completion of the project. The respondent cited various reasons for the delay, including the COVID-19 pandemic and a paucity of funds.

VI. That, having lost hope of receiving possession within the stipulated period and having suffered financial loss while awaiting delivery of the allotted unit, the complainant has been constrained to approach this Authority for redressal of the grievances arising out of the BBA dated 23.11.2020.

VII. That the respondent has failed to discharge its obligations under the RERA Act and the HRERA Rules. The complainant has suffered on account of the respondent's alleged failure to fulfil its contractual and statutory obligations and, therefore, seeks appropriate relief in accordance with the applicable provisions of law. That the present complaint raises issues concerning alleged deficiencies in service, unfair and/or restrictive trade practices, and failure to deliver possession within the stipulated period. Despite advertising the project with the slogan *"Paye Kiraye Se Azadi,"* the respondent has failed to offer

possession of the allotted unit within the promised timeframe. The complainant alleges that the respondent has failed to adhere to the terms and conditions of the BBA dated 23.11.2020 and the Affordable Group Housing Policy, 2013, and has raised demands that are alleged to be contrary to the agreed terms and conditions.

VIII. That, as per Clause 5.1 of the BBA executed on 23.11.2020, possession of the allotted unit was to be delivered by 20.12.2023. However, as on the date of filing of the complaint, the respondent had not offered possession of the unit, resulting in a delay of nearly two years. That, under Clause 4.6 of the BBA, the respondent is entitled to charge interest on delayed payments made by the allottee. Conversely, under Clause 6.2(ii) of the BBA, the respondent is liable to pay interest at the rate prescribed under Rule 15 of the HRERA Rules, 2017, for every month of delay until possession is handed over, within 45 days from the date on which such interest becomes due. However, the respondent has failed to pay any amount towards delayed possession interest to the complainant.

IX. That it has been held in various decisions of the National Consumer Disputes Redressal Commission (NCDRC), New Delhi, that an offer of possession made subject to payment of charges that the allottee is not contractually liable to pay under the BBA may not constitute a valid offer of possession. Accordingly, the complainant contends that any such offer, if made subject to the payment of unauthorised charges, cannot be treated as a valid offer of possession.

X. That one-sided and unfair contractual terms have been considered by the Hon'ble Supreme Court of India in *Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan*, (2019) 5 SCC 725. The

complainant relies upon the said judgment in support of the contention that contractual terms that are one-sided, unfair, and unreasonable may not be binding upon the allottee. The contractual terms of the Agreement dated 20.11.2017 are ex-facie one-sided, unfair, and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2(r) of the Consumer Protection Act, 1986, since it adopts unfair methods or practices for the purpose of selling the flat by the Builder."

XI. That the complainant contends that the terms of the BBA provide unequal remedies to the complainant and the respondent, thereby creating an imbalance in the contractual rights and obligations of the parties and raising concerns regarding the fairness of the contractual terms.

XII. That, under Section 11(4)(a) of the RERA Act, 2016, the promoter is responsible for fulfilling its obligations under the Act, the rules and regulations made thereunder, and the agreement for sale. The relevant provision reads as follows. That the complainant alleges that the respondent has raised demands, including demands for advance maintenance charges, which are not covered by the terms and conditions of the BBA. The complainant contends that such charges are not payable unless they are lawfully leviable under the applicable contractual and statutory provisions.

XIII. The complainant further submits that maintenance services are required to be provided in accordance with the applicable provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the rules framed thereunder, and the provisions governing affordable housing colonies. That the grievance of the complainant arises from the

alleged breach of contractual obligations, failure to deliver possession within the stipulated period, and the raising of demands that, according to the complainant, are not in accordance with the BBA.

XIV. That, as per the customer ledger provided by the respondent, the complainant has paid a total amount of ₹22,72,886/- towards the allotted unit as on the date of filing of the complaint. That the project, *"Signature Global Aspire,"* was launched in 2019 with the representation that possession would be delivered within the stipulated timeframe. The complainant alleges that despite having collected substantial amounts from the allottees, the respondent has failed to deliver possession of the allotted unit, resulting in a delay of nearly two years as on the date of filing of the complaint.

XV. That the complainant alleges that the respondent has utilised funds collected from the allottees for purposes other than the development of the project, thereby contributing to the delay in its completion. The complainant contends that the respondent has benefited from the funds paid by the complainant without fulfilling its corresponding obligation to deliver possession within the agreed period.

XVI. That the complainant claims entitlement to delayed possession interest at the prescribed rate from the due date of possession until the actual handing over of possession, as possession has not yet been handed over by the respondent. That, in support of the claim for delayed possession interest, the complainant relies upon decisions of the Haryana Real Estate Regulatory Authority, Gurugram, wherein promoters have been directed to pay interest for the period of delay in handing over possession. The complainant further submits that, in appropriate cases, outstanding dues payable by the allottee are to be adjusted against the

interest payable for the delayed period. The complainant also relies upon the principle that charges not forming part of the BBA should not be levied unless otherwise authorised under the applicable law.

XVII. That the complainant has paid a total amount of ₹22,72,886/- to the respondent, as reflected in the customer ledger. However, possession of the allotted unit has not been handed over to the complainant. Consequently, the complainant claims that the respondent is liable to pay interest for the period of delay in accordance with the BBA and the applicable provisions of law. That the complainant submits that, in the event any amount remains outstanding and payable by the complainant, the same may be adjusted after accounting for the interest payable by the respondent for the delayed period. The complainant accordingly seeks payment of the interest due for delayed possession and appropriate adjustment of the parties' respective dues in accordance with law.

C. Relief sought by the complainant:

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

I. The respondent be directed to handover physical possession of the Flat along with interest.

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

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

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

D. Reply by the respondent.

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

a. That the present complaint has been filed by the Complainant by concealing true and material facts. The allegations raised are false, frivolous, misleading, and baseless, made only with an intention to derive unlawful gain from the Respondent.

b. That the Complainant has not approached this Authority with clean hands and has suppressed material facts. Hence, the present complaint is liable to be dismissed at the threshold with costs.

c. That the complaint is not maintainable in its present form, as the copy served upon the Respondent is not supported by any affidavit or verification. No statement in the complaint has been sworn on oath. In the absence of proper verification, the contents of the complaint are not admissible and deserve outright rejection.

d. That the Complainant, with an intention to book a residential unit, approached the Respondent on 10.11.2020 and submitted Booking Application No. 10752 for allotment in the Affordable Housing Project namely "Signature Global Aspire". It is submitted that prior to booking, the Complainant conducted independent inquiries regarding the project and, being fully satisfied with all aspects, voluntarily decided to

apply for the unit without any inducement or influence from the Respondent.

e. The Complainant was fully aware that:

- The project was registered under RERA (Registration No. 69 of 2019 dated 14.11.2019);
- The possession timeline was governed by the Affordable Housing Policy;
- The due date of possession was to be calculated from the date of Environmental Clearance, i.e., 20.12.2019.
- It is further submitted that the Complainant had agreed that construction and development were subject to force majeure conditions as per Clause 33 of the Booking Application.

f. That pursuant to the application, a unit bearing No. D-1101 in Tower D, having a carpet area of 548.886 sq. ft. along with balcony area and parking rights, was allotted to the Complainant in accordance with the applicable policy and terms of the Agreement.

g. That a Flat Buyer's Agreement dated 23.11.2020 was executed between the parties for a total sale consideration of ₹22,45,350/- (excluding taxes and other charges). The Agreement was executed voluntarily by the Complainant without any protest.

h. The rights and obligations of both parties are governed by the terms of the said Agreement, which remains binding. As per Clause 4.4 of the

Agreement, the Complainant was required to pay the balance 75% amount in six half-yearly instalments over a period of three years.

i. As per Clause 4.6, in case of delay in payment, the Complainant was liable to pay interest at the applicable rate. As per Clause 5.1 of the Agreement, possession was to be offered within 4 years from the date of approval of building plans or environmental clearance, whichever is later, subject to force majeure conditions. Since the Environmental Clearance was granted on 20.12.2019, the tentative due date for possession was 20.12.2023, subject to permissible extensions. As per Clause 19 of the Agreement, the Respondent is entitled to extension of time in case of force majeure events, including but not limited to:

- Natural disasters
- Government restrictions
- Shortage of materials
- Court orders and regulatory bans
- Pandemic situations
- The Agreement clearly provides that in such circumstances:
- The timeline for possession stands extended automatically;
- The Respondent is not liable to pay compensation for such delay.

j. The project was significantly impacted due to circumstances beyond the control of the Respondent, including:

(a) COVID-19 Pandemic

- Nationwide lockdown and restrictions disrupted construction activities.
- Government authorities recognized COVID-19 as a force majeure event and granted:
- 6 months extension (first wave)
- 3 months extension (second wave)

k. The competent authority has already granted extension to the project up to 29.04.2026 vide order dated 06.05.2025. In view of the same, the complaint filed by the Complainant is premature and not maintainable. The Complainant has repeatedly defaulted in making timely payments as per the agreed schedule. Late payment charges were levied accordingly, as reflected in the Statement of Account. Despite such defaults, the Respondent, as a goodwill gesture, waived off an amount of ₹5,085/-.

l. The alleged delay is attributable solely to force majeure circumstances and statutory restrictions. The project is at an advanced stage and will be completed shortly. The complaint is an abuse of the process of law and has been filed to mislead this Authority.

11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

E.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 The respondent be directed to handover physical possession of the Flat along with interest.

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

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

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

> *"**Section 18: - Return of amount and compensation***
>
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
> .....
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

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

> **5. Possession**
>
> *Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of*

instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.

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

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

19. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

20. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 17.07.2026 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 23.11.2020 executed between the parties, the possession of the subject apartment was to be delivered on or before 20.12.2023. However, the Respondent failed to hand over possession by the said committed date,

thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @10.80% p.a. w.e.f. 20.12.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

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

25. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

F.III Direct the respondent not to charge any maintenance for a period of 5 years.

26. The respondent is directed to charge the maintenance/use/utility charges from the complainant/allottee as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

G. Directions of the Authority

27. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations

cast upon the promoter as per the function entrusted to the authority under section 34(f):

i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 20.12.2023 till offer of possession plus 2 months or actual handing over of possession whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.

ii. The arrears of such interest accrued from 20.12.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 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.

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

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

30. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 17.07.2026

HARERA
GURUGRAM