BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision: 29.09.2026

NAME OF THE BUILDER		M/s Signature Global (India) Pvt. Ltd.	
PROJECT NAME		"The Millennia, Sector 37 D Gurugram"	
S. No.	**Case No.**	**Case title**	**APPEARANCE**
1.	CR/5464/2025	Piyush Jain Vs. Signature Global (India) Pvt. Ltd.	Sh. Akash Godhvani (Complaint) Sh. Venket Rao (Respondent)
2.	CR/5022/2025	Priyanka Agnihotri & Pawan Kumar Skukhla Vs. Signature Global (India) Pvt. Ltd.	Sh. Akash Godhvani (Complaint) Ms. Venket Rao (Respondent)
3.	CR/5352/2025	Amit Kumar Sharma Vs. Signature Global (India) Pvt. Ltd.	Sh. Akash Godhvani (Complaint) Ms. Venket Rao (Respondent)
4.	CR/5021/2025	Suman Kumar Mishra Vs. Signature Global (India) Pvt. Ltd	Sh. Akash Godhvani (Complaint) Ms. Venket Rao (Respondent)

CORAM:

Shri Arun Kumar **Chairman**

ORDER

1. This order shall dispose of all the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations,

responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

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 Millennia"** (Affordable group housing colony) being developed by the same respondent/promoter i.e., **M/s Signature Global (India) Pvt. Ltd.** The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with interest.

3. The details of the complaints, reply to 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:

Project Name and Location	The Millennia, Gadoli Khurad and Gadoli Kalan, Sector 37D, GGM				
	Occupation certificate: - 25.01.2023				
	Offer of possession: 02.02.2023 (In CR No. 5464 of 2025), 27.02.2023 (In CR No.5022-2025), 16.02.2023(In CR No. 5352 of 2025) 01.02.2023 (In CR no. 5021-2025)				
	Conveyance deed: 13.06.2023(In CR No. 5465 of 2025), 01.05.2023(In CR No.5022-2025), 11.05.2023 (CR No. 5352 of 2025)				
	Possession clause: *Clause 5.1* *The developer shall offer possession of the said flat to the allottee within a period of 4 years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "commencement date", whichever is later".* (Emphasis supplied)				
	Date of building plan approval: 08.06.2017; Date of environment clearance: 21.08.2017				
CR No.	**Unit**	**BBA**	**Due date**	**TSC**	**AP**
CR/5464/2025	8-1306, block 8, 13th floor (Page 27 of complaint) Area: 585.944 Sq.ft. (carpet area) 79.545 (balcony area)	20.11.2017 (Page 26 of complaint)	21.02.2022 (6-month grace period is allowed in lieu of covid-19)	Rs. 23,83,548/- (page 33 of complaint)	Rs.26,61,994/- (page 71 of reply, Annexure R10)

	(Page 27 of complaint)				
CR/5022/2025	9-905, block 9, 9th floor (Page 32 of complaint) Area:552.360 Sq.ft. (carpet area) 79.653 (balcony area) (Page 32 of complaint)	06.12.2017 (Page 30 of complaint)	21.02.2022 (6-month grace period is allowed in lieu of covid-19)	Rs. 25,31,212/- (page 130 of complaint)	Rs.25,46,602/- (page 130 of reply,)
CR/5352/2025	4-1207, block 4, 12th floor (Page 29 of complaint)	28.11.2017 (Page 28 of complaint)	21.02.2022 (6-month grace period is allowed in lieu of covid-19)	Rs. 24,24,330/- (page 35 of complaint)	Rs.24,24,330/- (as alleged by the complainant, page 23 of complaint)
CR/5021/2025	11-1405, block 11, 14th floor (Page 29 of complaint)	20.11.2017 (Page 28 of complaint)	21.02.2022 (6-month grace period is allowed in lieu of covid-19)	Rs. 22,49,266/- (page 35 of complaint)	Rs.25,58,843/- (as alleged by the complainant, page 23 of complaint)

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking delay possession charges & possession of the unit.

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.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case

CR/5464/2025 Piyush Jain Vs. Signature Global (India) Pvt. Ltd. are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges along with interest and compensation.

A. Unit and project related details

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

Sr.No.	Particulars	Details
1.	Name and location of the project	The Millennia, Sector 37 D Gurugram
2.	Nature of project	Affordable Group Housing
3.	HRERA Registered or not registered	Registered 03 of 2017 dated 20.06.2017
4.	DTCP license	4 of 2017 dated 02.02.2017 valid up to 01.02.2022
5.	Date of BBA	20.11.2017 (Page 26 of complaint)
6.	Floor	8-1306, block 8, 13th floor (Page 27 of complaint)
7.	Area admeasuring	585.944 Sq.ft. (carpet area) 79.545 (balcony area) (Page 27 of complaint)
8.	Possession Clause	*Clause 5.1 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, (hereinafter referred to as the "commencement date"), whichever is later.* (Emphasis supplied) [Page 49 of complaint]
9.	Date of building plan approvals	08.06.2017 (page 27 of complaint)
10.	Date of environment clearance	21.08.2017 (page 27 of complaint)
11.	Due date of possession	21.02.2022 (6-month grace period is allowed in lieu of covid-19)
12.	Total sale consideration	Rs. 23,83,548/- (page 33 of complaint)
13.	Amount paid by the complainants	Rs.26,61,994/- (page 171 of reply, Annexure R10)
14.	Date of Occupation Certificate	25.01.2023 (page 130 of reply)
15.	Offer of possession	02.02.2023 (Page 133-134 of reply)

16.	Conveyance deed	13.06.2023 (page 135 of reply)

B. Facts of the complaint:

8. The complainants have made the following submissions: -

a) That the respondent issued an advertisement announcing a residential group housing project called "The Millenia", Sector 37D, Gurugram, Haryana in terms of the provisions of Affordable Group Housing Policy 2013 and thereby invited applications from prospective buyers for the purchase of allotments in the said project. Respondent confirmed that the project had got building plan approval from the Authority.

b) That the complainants were caught in the web of false promises of the agents of the respondent, paid an initial amount to respondent. The payment was acknowledged by the respondent and complainants were allotted one unit being in the above said project.

c) That the complainants received an allotment letter for the unit bearing no. T8-1306.

d) That the complainants caught in the web of lies and false promises of the respondent duly executed the builder buyer agreement on the 20.11.2017.

e) That the complainants against the demand notices raised by the respondent have paid a total sum of Rs. 25,98,073/- in favour of the respondent.

f) That the complainants had sent multiple e-mails communications and made calls during the time intimating the respondent for the possession of the said unit. With great regret the respondent kept excusing the complainants that the delay penalty shall be dealt and settled at the time possession on individual basis.

g) That the respondent being very well aware of the guidelines laid in The Act, 2016 and the Rules, 2017, and the interest the complainants are entitled for as well as being aware of plethora of judgments issued by the Authority,

Gurugram has not given the complainants the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA. Whereas charged the interest from complainants for delay payment.

h) That the complainants contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the respondent for construction on very regular basis. The respondent was never able to give any satisfactory response to the complainants for delay in construction of the unit and was never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of delay on account of the novel corona virus and on the account of paucity of funds.

i) That after losing all hope from the respondent and having shattered and scattered dreams of owning a Home and also losing considerable amount of money (as per the Buyer's Agreement dated 20.11.2017). Hence, the complainants are constrained to approach the Authority for redressed of their grievance.

j) That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their floors and the provisions allied to it. The modus operandi adopted by the respondent, from the respondents point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time. The respondent not only failed to adhere to the terms and conditions of buyer's

agreement dated 20.11.2017 and affordable housing policy 2013 but has also illegally extracted money from the complainants by stating false promises and statements.

k) That as per clause 6.1(i) of the builder buyer's agreements, which was signed on 15.11.2017, details of which are attached, the possession of the said unit was supposed to be delivered by 20.08.2021.

l) That under clause 4.6 of the builder buyer's agreement, upon delay of payment by the allottees, the respondent can charge 15% simple interest per annum. On the other hand, as per clause 6.2(ii), the respondent is equally liable to pay to complainants, interest at the rate of 15% per annum for every month of delay till the handing over of the possession of the said flat within 45 days of becoming due. Whereas respondent has deliberately indulged in mis-statement, prevarications and innuendos and has not paid a single penny on account of delayed compensation. It has been held by the Honourable NCDRC, New Delhi in many cases that offering of possession, conditional on the payment of charges which the unit buyer is not contractually bound to pay as per the BBA, cannot be considered to be a valid offer of possession. In any case if builder creates an agreement which is not ethically correct or entraps the complainants in feeble situation can't be held valid.

m) That the respondent has issued final demand notice wherein the respondent has made various unnecessary demands which are not as per the Builder buyer agreement and hence are baseless, unfounded, unlawful, untenable, unsustainable, grossly misconceived, illegal and unwarranted including the advance maintenance charges. The same was paid as reflected in customer ledger. Hence the respondent is in gross violation of clause 4(v) affordable housing policy 2013.

n) That the grievance of the complainants is that the respondent has in an unfair manner siphoned of funds meant for the project and utilized the same for

respondent's own benefit for no cost. The respondent being builder and developer, whenever in need of funds from bankers or investors ordinarily has to pay heavy interest per annum. However, in the present scenario, the respondent utilized funds collected from the complainants for respondent's own good in other projects, being developed by the respondent, due to which the project is delayed for more than 2 years.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):

   I. Direct the respondent to pay delayed possession charges at the prescribed rate of interest for every month of delay on the amount paid by the complainants to the respondent from the due date to the actual handing over of possession.

   II. Direct the respondent to refund the charges which is not as per the buyer agreement.

10. 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.

11. The respondent contested the complaint on the following grounds:

   a) That on 26.07.2017, the complainants applied for allotment of a unit in the project of the respondent. Pursuant to the application for allotment, draw of lots held on 27.10.2017 in presence of the officials of DGTCP/DC, Gurugram, a unit was allotted to the complainants a flat bearing unit no. 8-1306 in block/tower- 8, on seventh floor having carpet area of 585.944 sq. ft. and balcony area of 79.545 sq. ft. together with the two-wheeler open parking site.

   b) That on 20.11.2017, an agreement to sell, was executed for the said retail unit having a sale price of Rs. 23,83,548/-, excluding all other charges, taxes etc. as mentioned and agreed by the complainants under the agreement. It is to

note, that the said agreement was signed by the complainants voluntarily with free will and consent without any demur.

c) That as per the provision of clause 5.1 of the agreement, the possession of the unit was proposed to be offered within 60 days from the date of the issuance of the OC, unless there is a delay or failure due to force majeure events/circumstances.

d) That it may be noted, that the committed date of possession fall at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance (MOF) vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 months period for fulfilling the 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, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the Regulatory Authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid 19. Further, the Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various Real Estate Developers due to second wave of Covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the respondent is entitled for 3 months extension for completion of the project.

e) That subsequently, upon removal of the Covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the project. Despite facing shortage in workforce, materials and transportation, the respondent managed to continue with the

construction work and completed the project. The respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the project. In the interest of justice, the respondent being a bona-fide may also be entitled to an extension for the inadvertent delay so caused in the construction of the project owing to the world-wide Covid-19 pandemic.

f) That in addition to the abovementioned hindrances, it is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various courts, authorities etc., to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay. The delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. The respondent had carried out its obligations in agreement with utmost diligence. The complaint is not maintainable as the complaint has been filed after taking peaceful possession. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate, the possession was offered to the complainants vide offer of possession letter dated 02.02.2023. Thereafter, the conveyance deed has been executed on 13.06.2023 and the possession has been taken over by the complainants vide possession certificate dated 24.02.2023. Furthermore, in the possession certificate, the complainants have voluntarily waived off his right by himself being satisfied with all the terms and conditions of the agreement.

g) That the complainants had defaulted in making the payment at various instances as per the Affordable Housing policy and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainants were received after the lapse of stipulated time period which led to levying of late payment charges on the complainants as per the Policy. The same is evident from the statement of account wherein the payment entries show that at various occasions, the complainants had paid late payment charges due to default in making timely payments. The respondent thus levied late payment fee of Rs. 8,723/- on the complainant and out of the generosity the respondent waived the late payment fee of Rs. 48,723/-. Till date the complainant has paid a total amount of R. 26,61,994/- out of the total sale consideration of Rs. 26,79,694/- excluding credit note/discount of Rs. 17,700/- to the complainant.

h) That the complainants in the present complaint have raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various *force majeure* circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainants that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been handed over to the complainants.

i) That the project in question has already been completed, Occupation Certificate was obtained on 25.01.2023, the possession was offered on 02.02.2023 vide possession letter dated 02.02.2023, the conveyance deed was executed on 13.06.2023. Therefore, the project was completed. Moreover, the delay so caused was due to reasons beyond control and therefore, the

respondent shall not be liable for the period wherein construction/development activity was affected due to force majeure circumstances or order/direction of the Court or State. The entire case of the complainants is nothing but a web of lies, false and frivolous allegations made against the respondent. It is brought to the knowledge of the Authority that the complainants are trying to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. The present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

j) All other averments made in the complaint were denied in toto.

12. 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 those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the Authority

13. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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."*

16. 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 objections raised by the respondent.

F. I Objection regarding force majeure conditions.

17. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the Authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 21.08.2021.

As per ***HARERA notification no. 9/3-2020 dated 26.05.2020***, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 08.06.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 21.02.2022.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to pay delayed possession charges at the prescribed rate of interest for every month of delay on the amount paid by the complainants to the respondent from the due date to the actual handing over of possession.

18. The factual matrix of the case reveals that the complainants were allotted unit no. 8-1306, tower 8 in the respondent's project at the sale consideration of Rs. 23,83,548/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 20.11.2017. The possession of the unit was to be offered within 4 years from approval of building plans or from the date of environment clearance, whichever is later. In the present case the date of environment clearance is not provided therefore the due date of possession is calculated from the date of building plan approval (08.06.2017) which comes out to be 08.06.2021. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 21.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. Therefore, the due date of

handing over possession comes out to be 21.02.2022. The complainants paid a sum of Rs.26,61,994/- towards the subject unit. The respondent obtained occupation certificate on 25.01.2023 from the competent authorities and offered possession of the unit to the complainants on 02.02.2023.

19. The complainants herein intend to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

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

20. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, ibid. 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.*

21. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid 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.

22. 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., 29.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

23. 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;"*

24. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.

25. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement dated 20.11.2017. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the possession of the subject apartment was to be delivered by 21.08.2021. As far as grace period is concerned, the same is allowed for a period of 6 months in lieu of HARERA notification no. 9/3-2020 dated 26.05.2020. As such the due date for handing over of possession comes out to be 21.02.2022. Further, a relief of 6 months will be given to the allottees that no interest shall be

charged from the complainant-allottees for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

26. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. 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 complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 21.02.2022 till the date of offer of possession plus two months or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

G.II Direct the respondent to refund the charges which is not as per the buyer's agreement.

27. The respondent shall not charge anything from the complainants which is not the part of buyer's agreement or provided under Affordable Housing Policy, 2013.

H. Directions of the Authority

28. 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 pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainants itself from due date of possession i.e., 21.02.2022 till the date of offer of possession plus two months or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid.

II. The rate of interest chargeable from the allottees 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. Further no interest shall be charged from complainant-allottees for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

III. The respondent shall not charge anything from the complainants which is not the part of buyer's agreement or provided under Affordable Housing Policy.

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

30. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

31. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
29.09.2026