

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Complaint no.: 2937 of 2025
Date of filing of complaint: 12.06.2025
Date of first hearing: 04.09.2025
Date of decision: 23.07.2026

1. Kela Devi
2. Ujjawal Poonia

Both RR/o: - House No. 611, E-Block, Qutab Vihar,
Phase-II, Goyal Dairy, South West Delhi- 110071

Complainant

Versus

M/s Signature Global Homes Pvt. Ltd.

Regd. Office at: - 1309, 13th Floor, Dr. Gpoal Das
Bhawan, 28 Barakhamba Road, Connaught Place, New
Delhi- 110001

Respondent**CORAM:**

Shri Phool Singh Saini

Member**APPEARANCE:**

Sh. Nipun Rao (Advocate)
Sh. Venket Rao (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainants-allottee(s) 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 thereunder or to the allottee as per the agreement for sale executed *inter se*.



A. Unit and project related details.

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

S. No.	Particulars	Details
1.	Name of the project	"Signature Global Park V (2)", Sector 36, Sohna, Gurugram
2.	Project Area	10.5313 acres
3.	Nature of the project	Residential Independent Floor
4.	RERA Registered/ not registered	Registered 48 of 2022 dated 06.06.2022 valid upto 30.09.2024
5.	DTCP License No. and Validity	118 of 2019 dated 12.09.2019 valid upto 11.09.2024
6.	Unit no.	5-A41-1F, First floor, in plot no. A41 (As per BBA at page 46 of reply)
7.	Unit admeasuring area	698.58 sq. ft. (Carpet Area) (As per BBA at page 46 of reply)
8.	Allotment letter	22.07.2022 (Page no. 16 of the reply)
9.	Date of builder buyer agreement	08.08.2022 (As per page no. 39 of reply)
	Possession clause as per builder buyer agreement	7. Possession of the Residential Independent Floor "7.1The Promoter assures to hand over possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been pa) as per agreed terms and conditions by 30th September, 2024 unless there's delay due to "force majeure", Court orders. Government policy/guidelines, decisions etc. affecting the regular development of the real estate project. If, the completion of the Project is delayed duly to the abo conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said residential floor." (As per BBA at page 51 of complaint)



10.	Due date of possession	30.09.2024 (As per BBA at page 51 of complaint)
11.	Sale consideration	Rs.74,72,758/- (As per clause 1.2 of the BBA at page no. 45 of the reply)
12.	Total sale consideration	Rs.75,66,483/- (As per SOA dated 05.09.2025 at page no. 112 of the reply)
13.	Total amount paid by the complainant	Rs.75,66,992/- (As alleged by the complainant at page no. 13 of the complaint)
14.	Occupation certificate	04.04.2024 (Page no. 76 of the reply)
15.	Offer of possession	30.04.2024 (Page no. 78 of reply)
16.	Conveyance deed executed in favour of complainant	02.01.2025 (Page no. 81 of reply)
17.	Physical possession taken by the complainant	29.11.2025

B. Facts of the complaint:

3. The complainant has made the following submissions by filing the present complaint: -

- a) That in the month of April, 2016 the notification of the upcoming project was issued in public. By the Affordable plotted housing policy 2016 notified by Government of Haryana vide town and Country Planning department. That the respondent purchases the land and the purchase/sale deed is duly registered in the office of sub registrar in addition book no. 1, volume no. 1556 at page no. 86-90 bearing document no. 5133 on 06.11.2019.
- b) That the complainant saw the advertisement of this project and got in contact the with company and they decided to book an independent floor in this upcoming project. That upon the completion of development of the project in respect of affordable plotted colony under DDJAY-2016 over an area measuring 10.53125 acres n (License no. 118 of 2019), completion



certificate has been granted vide memo no. I.C - 4807-JE(MK)-2022/12184
Dated 06.05.2022.

- c) That the complainants got in contact with the promoter of the company Mr. Love Kaushik who is in sales department of the company M/S Signature Global Homes Private Limited. Thereafter, the promoter showed them the area and later the complainant booked a flat in the upcoming project "SIGNATURE GLOBAL PARK V" by the company.
- d) That on 25.07.2022 the complainants gave a cheque of Rs.1,00,000/- as the booking amount and they got the booking letter later. Further, the complainants paid the complete amount of Rs.75,66,992.43/- of the flat within given time without any penalty by 31.05.2025.
- e) That the complainants also paid one year of maintenance fee asked by the defendant company in advance. That as per the agreement, the company promised to give the possession of an independent floor to the complainant by 30.09.2024 but they failed to deliver as per the date given by the company.
- f) That thereafter on 01.01.2025 the conveyance deed was executed by the company in favour of the complainant but they didn't deliver the possession of the floor 5-A41-1F till today. The complainants e-mailed the company several times but the replies of the company were not satisfying and the complaint is still suffering as the financial burden on the complainant as they are paying the interest of the loan amount taken against the newly registered independent floor and as well as they are paying the rent of the house in which they are residing.
- g) Thereafter, the complainants vide e-mail dated 04.04.2025 for the first time to know when they are getting the possession of the house but the company replied after two weeks and the reply was not satisfactory for the complainant. The complainants again asked the respondent company after



their reply by stating the apologies to the complainant, but the complainants did not get any satisfactory reply and still the possession of the floor is not given to the complainants. They have also stated that if the possession is not given to the complainant he will move legally. That the respondent company fail to give possession as per the terms mentioned in clause 7 in agreement to sell hence the complainant is entitled for the compensation as well as loss occur due non giving possession on time.

C. Relief sought by the complainants:

4. The complainant has sought the following relief(s):

- I. Direct the respondent to pay delay possession charges from the due date of possession till actual handover the possession of the allotted unit.
- II. Direct the respondent to give the possession to the complainant as per the agreed terms.
- III. Direct the respondent to pay compensation which the Authority deems fit.
- IV. Direct the respondent to pay rental at the rate Rs.25,000/-, since 01.10.2024 till the delay possession charges as per terms of the agreement to sale.
- V. The complainant has already paid one year's maintenance charges in advanced as demanded by the respondent, it is prayed that the maintenance services be provided for a full period of one-year starting from the actual handover date.
- VI. Direct the respondent to provide a detail and justification explained for the increase in the total sale consideration from Rs.74,72,758.80/- to Rs.75,66,992.43/- and the same is variance from the BBA.
- VII. Direct the respondent to refund the excess amount of Rs.94,235/- along with interest from the date of payment till its realization.



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

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds: -
- a) That the complainants herein in the year 2022, being in search of an independent floor, learned about the project titled 'Signature Global Park V (II)' Gurugram being developed by the respondent company. The complainants have applied for allotment of a unit in the project of the respondent vide application no. 1000029289. Pursuant to the application for allotment, an independent floor was allotted vide Allotment letter dated 20.07.2022 to the complainant bearing floor No. 5-A41-1F in Block/Tower-A, on 1st floor having carpet area of 698.58 sq. ft. on the and balcony area of 125.121 sq. ft. along with stilt/basement parking.
 - b) That on 08.08.2022, an Agreement to Sell, was executed for the said unit having a Sale consideration of Rs.74,72,758/-, excluding all other charges, taxes etc. as mentioned and agreed by the complainant under the agreement. It is to note, that the said agreement was signed by the complainant voluntarily with free will and consent without any demur. It is submitted that only after the due diligence, verification was done, and post being fully satisfied with the project the complainant had applied for the unit.
 - c) It is important to consider at this stage, that as per the provision of Clause 7.1 of the Agreement, the possession of the unit was proposed to be offered by 30.09.2024 unless there is a delay or failure due to force majeure events. The relevant clause 7.1 of the agreement is reproduced hereunder for ready reference:

"7.1 Schedule for possession of the said Residential Independent Floor-The Promoter agrees and understands that timely delivery of possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been paid) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

- d) The Promoter assures to hand over possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been paid) as per agreed terms and conditions by 30th September, 2024 unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions etc affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Independent Floor."
- e) That as per the provision of clause 7.1 of the agreement, the possession of an independent floor was proposed to be offered by 30.09.2024. However, the said time period for the offer of possession was subject to force majeure circumstances. That it may also be noted that the respondent had carried out its obligations in the agreement with utmost diligence. The due date of possession according to agreement was 30.09.2024, and in compliance of the same, the Occupation Certificate was received on 04.04.2025 from the Director of Town and Country Planning, Gurugram.
- f) That pursuant to the grant of occupation certificate, the respondent offered the possession to the complainant vide offer of possession dated 30.04.2024 that is before the due date of possession. Thereafter, pursuant to offer of possession, the conveyance deed dated 02.01.2025 was executed. It is submitted that the complainant in the present case till now has not come forward to take possession of the unit. It is submitted that the unit was ready and only after being fully satisfied with the same, the



complainant has waived off his right by executing conveyance deed, and it is pertinent to mention herein that the complainant himself has deviated from the terms of the BBA to take unjust enrichment from the Respondent.

- g) That the Complainant after executing the conveyance deed has voluntarily waived his rights by himself being satisfied with all the terms and conditions of the agreement. That it is further pertinent to mention here that as per the Doctrine of Waiver, "a party for whom certain statutory rights are granted, such party can waive those rights if no public interest is involved." The Complainant(s) have waived off their right to claim interest for the delay in handing over of possession. Hence, the present complaint is infructuous as the Complainants have already waived off their rights and concealed the same in the present complaint.
- h) It is pertinent to mention that in matter titled "**Mr. Virender Singh Raghav & Anr. Vs. Emaar MGF Land Ltd. (Complaint No. 3823 of 2021)**" the Hon'ble HREAT has held that after execution of the conveyance deed, the buyer cannot claim a refund of any charges etc. The relevant extract of the order is as under:

"19. Therefore, after execution of the conveyance deed the complainant/allottee cannot seek any refund of charges other than statutory benefits if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no directions in this regard can be effectuated at this stage."

- i) That it is pertinent to mention here that the complainant herein 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 complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the complainant as per the Policy. The same is evident from the statement of account wherein the payment entries show that at various occasions, the complainant had paid late payment charges due to



default in making timely payments. Further, the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project was not delayed and was completed well within the time stipulated in the builder buyer agreement.

- j) That the project in question has already been completed, an occupation certificate was obtained on 04.04.2024, the possession was offered on 30.04.2024 well within the timeline of the project as stipulated in the Agreement. Further, the conveyance deed was executed on 02.01.2025. Therefore, the project was completed.
- k) That it is evident that the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. That it is brought to the knowledge of this Authority that the complainant is trying to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention.
- l) That without prejudice to the submissions of the respondent set out above, while the complainant is not entitled to receive any interest /compensation as the unit was offered on 30.04.2024 which is much prior to the due date of possession i.e. 30.09.2024. Therefore, the complainant, in order to wrongfully gain from the respondent, has filed this present complaint.
- m) That there exists no cause of action as much as in favour of the complainant or against the respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law and hence deserves to be dismissed.
- n) That the complainant sought relief from the delay in possession charges. It is pertinent to mention that the complainant is not liable to said relief as the



possession has been taken over, and at the time of taking the possession, the complainant waived off his rights by stating that the complainant has no claims whatsoever against the respondent and fully satisfied with the construction.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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

E. I Territorial jurisdiction

10. 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 completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

11. 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.

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

F. Findings on Relief sought by the complainant.

F.I Direct the respondent to give the possession to the complainant as per the agreed terms.

13. During proceeding dated 23.07.2026, the counsel for the complainants stated that the complainants had taken over the physical possession only on 29.11.2025. Accordingly, the no direction is given in this regard.

F.II Direct the respondent to pay delay possession charges from the due date of possession till actual handover the possession of the allotted unit.

14. In the present case, the complainants booked a unit in the project of the respondent namely "Signature Global Park V (2)" situated at Sector- 36, Sohna, Gurugram and an allotment letter dated 22.07.2022 was issued in his favour. Subsequently, a builder buyer agreement was executed between the parties on 08.08.2022, wherein residential independent floor no. 5-A41-1F, admeasuring 698.58 sq. ft. carpet area and 125.121 sq. ft. balcony area was allotted to the complainants.
15. 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 30.09.2024. Therefore, the due date of handing over possession comes out to be 30.09.2024. The complainant has paid an amount of Rs.75,66,483/- against the sale consideration of Rs.75,66,483/-.
16. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges at prescribed rate of interest on



amount already paid by her as provided under the proviso to Section 18(1) of the Act which 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 7.1 of the buyer's agreement (in short, the agreement) provides the time period for handing over possession and the same is reproduced below:

"7. Possession of the Residential Independent Floor

7.1 Schedule for possession of the said Residential Independent Floor-The Promoter agrees and understands that timely delivery of possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been paid) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been paid) as per agreed terms and conditions by 30 September 2024 unless there's delay due to "force majeure", Court orders, Government policy/guidelines, decisions etc. affecting the regular development of the real estate project. If, the completion of the Project is delayed duly to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Independent Floor."

18. **Due date of handing over possession:** As per Clause 7.1 of the buyer's agreement, the respondent/promoter had agreed and proposed to hand over the physical possession of the said unit to the complainants on or before 30.09.2024. Accordingly, the due date for delivery of possession is 30.09.2024.
19. **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(s) 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, *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]

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.

20. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said Rule is followed to award the interest, it will ensure uniform practice in all cases.
21. 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., 23.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
22. The definition of term 'interest' as defined under Section 2(z) 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:

"(z) "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;"

23. 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 them in case of delayed possession charges.
24. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. As per possession clause, the due date of handing over possession was 30.09.2024. In the present case, the complainant was offered possession by the respondent on 30.04.2024 after obtaining occupation certificate dated 04.04.2024 from the competent authority. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 04.04.2024. However, the respondent offered the possession of the unit in question to the complainant only on 30.04.2024, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, he should be given 2 months' time from the date of offer of possession. These 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.
25. In the present complaint, the complainants had written an email dated 15.11.2025 to the respondent company, requesting and seeking the handing over of possession of the subject property. The said email clearly demonstrates that the complainants had approached the respondent company with regard to the handing over of possession which is re-produced as under: -



"A member of your team recently called us to schedule the handover of the flat. However, upon arrival and inspection, the complainants found that numerous faults and snags that were formally reported by the complainant six months ago are still completely unresolved and unfixed and requests to rectify of snags and reschedule the handover once all defects have been verified as fixed by us".

26. In response to the above said e-mail, the respondent has replied to the above mention email dated 17.11.2025 informed that: -

*"We wish to inform you that most of the observations raised by you earlier have already been addressed by our team. Further the remaining observations from your previous list alongwith the new highlighted during your visit on **Saturday, are currently being worked upon by the concerned team and are expected to be fully resolved by 22nd November, 2025.***

27. The email dated 17.11.2025, sent by the respondent company to the complainants, clearly shows that an admission on the part of the respondent company that the pending finishing work in respect of the said unit was to be completed and the said issue was resolved by 22.11.2025. Thereafter, the complainants take over physical possession of the said unit only on 29.11.2025. 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 delayed possession at prescribed rate of interest i.e., 10.80 % p.a. w.e.f. 30.09.2024 till the actual handing over of physical possession of the allotted unit only on 29.11.2025 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

F.III Direct the respondent to pay compensation which the Authority deems fit.

F.VI Direct the respondent to pay rental at the rate Rs.25,000/-, since 01.10.2024 till the delay possession charges as per terms of the agreement to sale.

28. The complainants in above-mentioned reliefs are seeking compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.*



2021-2022 (1) RCR (c) 357, has held that an allottee is entitled to claim compensation & litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

F.V The complainant has already paid one year's maintenance charges in advanced as demanded by the respondent, it is prayed that the maintenance services be provided for a full period of one-year starting from the actual handover date.

F.VI Direct the respondent to provide a detail and justification explained for the increase in the total sale consideration from Rs.74,72,758.80/- to Rs.75,66,992.43/- and the same is variance from the BBA.

F.VII Direct the respondent to refund the excess amount of Rs.94,235/- along with interest from the date of payment till its realization.

29. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
30. In the above-mentioned relief sought by the complainant the Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed or taking over the physical possession of the allotted unit accept for the statutory rights under the Act of 2016. The complainants could have asked for the claim before the conveyance deed got executed between the parties.
31. Further, the Authority observes that as per possession certificate dated 29.11.2025, the complainants have relinquished all her claims on handing over of possession of the unit. The relevant portion of the possession certificate dated 29.11.2025 is reproduced hereunder for ready reference: -

*"I/we have received the vacant physical possession with locks and keys (04 sets of keys), of the said **allotted Flat/Independent Flat** in accordance with the provisions of the said agreement after having done a complete, detailed and thorough inspection with the help of concerned expert and have been fully satisfied with the quality of finishing,*



*workmanship of the construction work, standard of the material used, amenities, fixtures and fittings thereof and the project. I/we have independently verified the carpet area measurement of said allotted shop/office and confirm that said **allotted Flat/Independent Flat** is complete in accordance with the plans and specifications agreed in terms of Application/Builder Buyer's Agreement (BBA)/Flat/Shop Buyer's Agreement dated 8/8/2022 executed between me/us and the company. I/we furthermore confirm that there is proper light provision and all fittings & Fixtures etc. is in good working condition. I/we have no claims whatsoever against the company against the said allotted shop/office."*

32. Also, on execution of the conveyance deed and taking over of physical possession by the complainants, the complainants-allottee(s) cannot seek any refund of charges other than statutory benefits if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no directions in this regard can be effectuated at this stage.

G. Directions of the Authority.

33. 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., 30.09.2024 till the date of actual handing over of possession i.e., 29.11.2025, to the complainant 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. Also, the amount of compensation if any, already paid by the respondent towards compensation for delay in handing over possession shall be



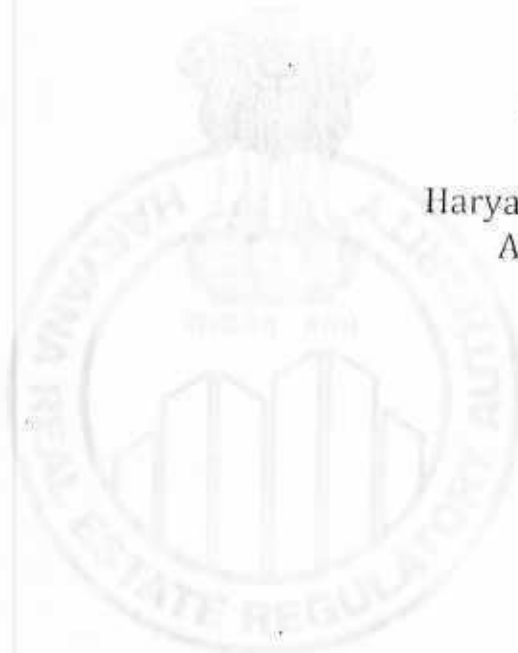
adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to section 18(1) of the Act.

- III. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
34. Complaint as well as applications, if any, stand disposed off accordingly.
35. File be consigned to the registry.

Dated: 23.07.2026


Phool Singh Saini
(Member)

Haryana Real Estate Regulatory
Authority, Gurugram



**HARERA
GURUGRAM**