



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

Date of decision : 14.05.2025

NAME OF THE BUILDER		M/s SIGNATURE GLOBAL (INDIA) PRIVATE LIMITED	
PROJECT NAME		Signature Global City at sector 37D, Gurgaon, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/4302/2024	Mr. Parikshay Gahlot Vs. M/s Signature Global (India) Private Limited	Shri Satpal Yadav (Advocate) Shri Mintu Kumar (AR)
2.	CR/4303/2024	Mrs. Kailash Gaur Vs. M/s Signature Global Developers Private Limited	Shri Satpal Yadav (Advocate) Shri Mintu Kumar (AR)

CORAM:

Shri Ashok Sangwan

Member

ORDER

1. This order shall dispose of the aforesaid complaints titled above filed before this authority 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, ***"Signature Global City" situated at Gadauli Kala, Sector-37 D, Gurugram*** being developed by the same respondent/promoter i.e., ***"M/s Signature Global Developers Private Limited."*** The terms and conditions of the buyer's agreements and fulcrum of the issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges.

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:

Project Name and Location	"Signature Global City" at sector 37D, Gurugram, Haryana
Project area	20.5890 acres
DTCP License No. and validity	8 of 2021 dated 05.03.2021 valid upto 04.03.2026
Name of licensee	Lalwani Brothers Buildcon LLP and Unistay Hospitality Private Limited
HRERA Registered	Registered Registration no. 30 of 2021 dated 13.07.2021 upto 30.04.2023, further extended upto 28.04.2025 on 08.08.2024
Possession Clause	7. Possession of the Residential Independent Floor <i>"7.1 The Promoter assures to handover possession as per agreed term and conditions by 30-04-2023 for plot and 30-09-2023 for floor unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc. affecting the regular development of the real estate project....."</i> <i>(Emphasis supplied)</i>
Due date of possession	30.09.2023



Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession	Relief sought
1.	CR/4302/2024 Parikshay Gahlot Vs. Signature Global Developers Pvt. Ltd. DOF: 28.08.2024 Reply: 11.12.2024	Block C, 4th floor built upon Plot no. C15 Carpet area- 547.72 sq. ft. Balcony area- 153.66 sq. ft. (page 58 of complaint)	11.10.2021 (page 50 of complaint)	BSP- Rs. 51,09,291/- (BBA at page 59 of complaint and as per SOA dated 07.05.2025 at page 2 of application filed by respondent on 07.05.2025) AP- Rs. 57,72,088/- (As per SOA dated 07.05.2025 at page 2 of application filed by respondent on 07.05.2025)	Offer of possession : 29.02.2024 (page 156 of reply)	<ul style="list-style-type: none"> • Delay possession charges. • Pay the due interest as mentioned in the agreement for sale after expiry of initial period i.e., from 30.09.2023. • Handover possession. • Impose exemplary cost on respondent for inordinate delay. • Compensate the respondent as per provisions of the RERA Act. • Litigation expenses.
2.	CR/4303/2024 Harmeet Singh Vs. Signature Global Developers Pvt. Ltd. DOF: 28.08.2024 Reply: 11.12.2024	Block B, 4th floor built upon Plot no. B23 Carpet area- 770.55 sq. ft. Balcony area- 144.78 sq. ft.	11.10.2021 (Page 50 of complaint)	BSP- Rs. 63,45,000/- (As per SOA dated 07.05.2025 at page 2 of application filed by respondent on 07.05.2025) AP- Rs. 71,07,777/- (As per SOA dated 07.05.2025 at	Offer of possession : 06.06.2024 (page 156 of reply)	<ul style="list-style-type: none"> • Delay possession charges. • Pay the due interest as mentioned in the agreement for sale after expiry of initial period i.e., from 30.09.2023. • Handover possession. • Impose exemplary



		(page 57 of the complaint)		page 2 of application filed by respondent on 07.05.2025)		cost on respondent for inordinate delay. • Compensate the respondent as per provisions of the RERA Act. • Litigation expenses.
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Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
DPC	Delayed possession charges
TSC	Total sale consideration
AP	Amount paid by the allottee/s
CD	Conveyance deed

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 the physical possession of the unit along with delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case ***CR/4302/2024 titled as "Mr. Parikshay Gahlot Vs. M/s Signature Global Developers Private Limited"*** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.



A. Project and unit related details

7. The particulars of the project, the details of 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/4302/2024 titled as "Mr. Parikshey Gahlot Vs. M/s Signature Global Developers Private Limited"

Sr. No.	Particulars	Details
1.	Name of the project	"Signature Global City", Gadauli Kala, Sector 37D, Gurugram
	Project Area	20.5890 acres
2.	Nature of the project	Affordable Plotted Colony under DDJAY
3.	DTCP license no.	8 of 2021 dated 05.03.2021 valid upto 04.03.2026
	Name of licensee	Lalwani Brothers Buildcon LLP and Unistay Hospitality Private Limited
4.	RERA Registered/ not registered	Registered 30 of 2021 dated 13.07.2021 upto 30.04.2023, further extended upto 28.04.2025 on 08.08.2024
5.	Unit no.	Block C, 4 th floor built upon Plot no. C15 (As per BBA at page 58 of complaint)
6.	Unit admeasuring area	547.72 sq. ft. (Carpet Area) 153.66 sq. ft. (Balcony Area) (As per BBA at page 58 of complaint)
7.	Date of builder buyer agreement	11.10.2021 (As on page 50 of complaint)
	Possession clause as per builder buyer agreement	7. Possession of the Residential Independent Floor "7.1 The Promoter assures to handover possession as per agreed term and conditions by 30-04-2023 for plot and 30-09-2023 for floor unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc. affecting the regular development of the real estate project....."

		(Emphasis supplied) (As per BBA at page 67 of complaint)
10.	Due date of possession	30.09.2023
11.	Basic sale consideration	Rs.51,09,291/- (BBA at page 59 of complaint and as per SOA dated 07.05.2025 at page 2 of application filed by respondent on 07.05.2025)
12.	Total amount paid by the complainant	Rs. 57,72,088/- (As per SOA dated 07.05.2025 at page 2 of application filed by respondent on 07.05.2025)
13.	Occupation certificate	28.02.2024 (page no. 154 of reply)
14.	Offer of possession	29.02.2024 (page no. 156 of reply)

B. Facts of the complaint

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

- a) That the respondent through its marketing executives and advertisement through various medium and means approached the complainant with an offer to buy a commercial shop in the project being launched by the respondent under the name and style of "Signature Global City 37D" situated in the revenue estate of Village Gadauli Kalan, Sector 37D, Tehsil Kadipur, Gurugram. The respondent represented itself to be very ethical in its business in the field of construction of residential and commercial project.
- b) That the respondent further represented that in case, the complainant buys a unit/independent floor in the said project, then respondent shall deliver the possession of unit/ independent floor upto 30.09.2023. The respondent also assured the complainant that it has already secured all the necessary sanctions and approvals from the appropriate and concerned government authorities for the development and



completion of said project on time with the promised quality and specification.

- c) That, relying upon those assurances and promises to be true, the complainant booked a unit/independent floor bearing No. 37D-L35-4F in Block-C having carpet area of 547.72 sq. ft. And balcony area of 153.66 sq. ft. on 4th floor in tower/block/building no. C, built upon a plot no. C15 along with stilt basement parking at the basic sale price of Rs.57,71,067/- excluding applicable taxes. The respondent had allotted the same vide allotment letter dated 04.10.2021.
- d) That the respondent had also executed an agreement for sale dated 11.10.2021 in favour of the complainant duly registered vide Vasika No. 5583 dated 11.10.2021 in the office of Sub-Registrar, Kadipur, Gurugram.
- e) That while drafting the drafting the aforesaid agreement for sale, the name of complainant was wrongly written as "Partikshey Gahlot" instead of "Parikshey Gahlot", hence a correct deed vide Vasika No. 9352 dated 30.12.2021 was duly registered in the office of Sub-Registrar, Kadipur, Gurugram.
- f) That, the officials of respondent again assured and promised the complainant that the possession of the unit/independent floor shall be given to the complainant by 30.09.2023. In terms of clause 7.1 of the agreement for sale, the respondent was under legal obligation to deliver the unit/independent floor to the complainant by 30.09.2023.
- g) That the complainant made and satisfied all the payments against the genuine demands raised by the respondent and as on the date of filing of the present complaint, the complainant has paid an amount of Rs.57,71,067/-.

- h) That the complainant visited the site during the course of construction and found that the construction work is delayed beyond the possession date and since then they have been trying to communicate to the respondent by visiting its office and through various modes including but not limited to telephonic conversations, emails conversation and personal approach etc.
- i) That in the month of February, 2024, the respondent has sent an email along with a letter "Offer of Possession" dated 29.02.2024 and inform the complainant that aforesaid project is complete, occupation certificate for the project has been received from the concerned authority and complainant's unit bearing No. unit no. 37D-L35-4F situated at tower L-35 on Floor 4 is ready for possession and offered the complainant to take the possession as per the agreement.
- j) That, as per clause – 7.1 of the agreement, the respondent was under legal obligation to handover the possession of the dwelling unit by 30.09.2023 but respondent miserably failed to handover the possession of the unit well within stipulated time period.
- k) That the respondent was also under legal obligation to pay delay chargers of the booked unit as mentioned in the clause 7.6(iii) of the agreement for sale and it was assured by the respondent that it would pay the interest at the rate prescribed in the rules for every month of delay till the offer of the possession of the residential independent floor to the complainant.
- l) That, by committing delay in delivering the possession of the aforesaid unit/independent floor, the respondent has violated the terms and conditions of the agreement for sale, promises made at the time of booking of said independent floor/unit and the complainant have faced



mental and financial agony and pain, hence, the respondent is liable to pay delay possession charge to the complainant, as defined and provided by the proviso of Section 18 of the RERA Act, 2016.

- m) That the cause of action accrued in favour of the complainant and against the respondent, when complainant had booked the said unit/ independent floor and it further arose when respondent failed/neglected to deliver the possession within stipulated time period and failed to pay delayed charges as per law. The cause of action is continuing and is still subsisting on day-to-day basis..

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):
- I. Direct the respondent to pay delay possession charges till offer of possession of the unit with prevailing interest as per provisions of the RERA Act.
 - II. Direct the respondent to pay the due interest as mentioned in the agreement for sale after expiry of initial period i.e., from 30.09.2023.
 - III. Direct the respondent to handover the vacant possession of the unit at the earliest.
 - IV. Direct the respondent to impose exemplary cost on the respondent for inordinate delay in handing over the vacant possession of the unit to the complainant.
 - V. Direct the respondent to pay compensate the complainant as per provisions of the RERA Act.
 - VI. Direct the respondent to pay Rs.50,000/- as litigation expenses.
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 has contested the complaint on the following grounds.
- a) That the complainant had made detailed and elaborated enquiries with regard to the location of the project, sanctions accorded by the



concerned statutory authorities, specifications of the project as well as capacity, competence and capability of the respondent to successfully undertake the conceptualization, promotion, construction, development and implementation of the project. Only after being fully satisfied in all respects, the complainants and other allottees proceed to submit their applications for obtaining allotment of apartments in the Affordable Group Housing Project. This has also been recorded in BBA at recital "H."

- b) That the delivery of possession of the said independent floor is subject to force majeure circumstances, intervention of statutory authorities etc. affecting the regular development of the real estate project. This has also been recorded at clause 7.1 of the buyer's agreement. It was further specifically mentioned that if the possession is delayed due to force majeure, then the respondent shall be entitled to extension of time for delivery of possession of the residential independent floor.
- c) That as per the complainant, the respondent was supposed to offer the possession of the apartment in question up to 30.09.2023. However, the said period would have been applicable provided no disturbance/hindrane had been caused either due to force majeure circumstances or on account of intervention by statutory Authorities etc.
- d) That the period of 68 days was consumed on account of circumstances beyond the power and control of the respondent owing to passing of orders by statutory authorities affecting the regular development of the real estate project. Since, the respondent was prevented for the reasons stated above from undertaking construction activity within the periods of time already indicated hereinbefore, the said period ought

to be excluded, while computing the period availed by the Respondent for the purpose of raising construction and delivering possession.

- e) That it is also in public domain that the third wave of Covid-19 had also badly hit all the activities not only in Haryana but also in India and rest of the world.
 - f) That as per the Haryana Real Estate (Regulation and Development) Rules, 2017 Part V rule 15 the interest for which the complainants are eligible is the State Bank of India highest marginal cost of lending rate + 2%. A waiver of Rs.39,744.20/- was also provided to the complainant by the respondent still Rs.8643.51/- is outstanding against late payment fee and still not paid by complainant despite repeated follow-ups.
 - g) That the complainant is not only in breach of the buyer's agreement but also in breach of Section 19(10) and 19(11) of the Act, 2016 by failing to take possession even after two months of receipt of occupation certificate. The possession had already been offered vide possession letter dated 29.02.2024.
12. 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 submission 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 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 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."

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 complainant at a later stage.

F. Findings on the objections raised by the respondent.

F. I Objection regarding delay due to force majeure circumstances.

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. But all the pleas advanced in this regard

are devoid of merit. 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 30.09.2023. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the buyer's agreement was executed between the parties on 11.10.2021, which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.

G. Findings on the relief sought by the complainant

G.I Direct the respondent to pay delay possession charges till offer of possession of the unit with prevailing interest as per provisions of the RERA Act.

G.II Direct the respondent to pay the due interest as mentioned in the agreement for sale after expiry of initial period i.e., from 30.09.2023.

18. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.
19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by him 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."

20. 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 The Promoter assures to handover possession as per agreed term and conditions **by 30-04-2023 for plot and 30-09-2023 for floor** unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc. affecting the regular development of the real estate project....."*

(Emphasis supplied)

21. **Admissibility of grace period:** As per clause 7.1 of buyer's agreement, the respondent promoter has proposed to handover the possession to the complainant by 30.09.2023. The respondent requested for allowing 6 months grace period in lieu of Covid-19. However, it is observed that the buyer's agreement was executed on 11.10.2021 which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.
22. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, 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.*
23. 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.

24. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 14.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
25. The definition of term 'interest' as defined under Section 2(z a) 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;"*

26. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondents/ promoters which is the same as is being granted to them in case of delayed possession charges.
27. 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. The due date of handing over possession was 30.09.2023. Occupation certificate has also been obtained by the respondent from the concerned authority. The



authority is of the considered view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities to handover the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 30.09.2023 till the expiry of 2 months from the date of valid offer of possession or till the date of 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.*

28. 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 and the respondent has also offered the possession of the subject unit(s) to the respective complainant after obtaining occupation certificate from competent authority. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 30.09.2023 till the date offer of possession plus two months or actual handing over of possession, whichever is earlier.
29. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.09.2023 the date offer of possession plus two months or actual handing over of possession, whichever is earlier, at the prescribed rate i.e., 11.10 % p.a. as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid.*

30. The following table concludes the time period for which the complainant is entitled to delayed possession charges at the prescribed rate i.e., 10.85 % p.a. as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*:

Sr No.	Complaint no.	Due date of possession	Offer of possession	Date of actual handover of possession	Period for which the complainant is entitled to DPC
1.	CR/4302/2024	30.09.2023	29.02.2024	-	W.e.f. 30.09.2023 till 29.04.2024
2.	CR/4303/2024	30.09.2023	06.06.2024	-	W.e.f. 30.09.2023 till 06.08.2024

G.III Direct the respondent to handover the vacant possession of the unit at the earliest.

31. The grievance of the complainant is that the respondent has failed to handover the physical possession.
32. The authority observes that respondent promoter has obtained occupation certificate in respect of the said project from the competent authority. Section 17 of the Act obligates the promoter to handover the physical possession of the subject plot/unit complete in all respect as per specifications mentioned in BBA and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.
33. In view of the above, in case the possession of the unit is not yet handed over to the complainant, the respondent is obligated to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order after payment of outstanding dues, if any, as the occupation

certificate in respect of the project has already been obtained by it from the competent authority.

G.IV Direct the respondent to impose exemplary cost on the respondent for inordinate delay in handing over the vacant possession of the unit to the complainant.

G.V Direct the respondent to pay compensate the complainant as per provisions of the RERA Act.

G.VI Direct the respondent to pay Rs.50,000/- as litigation expenses.

34. The complainant is seeking the above-mentioned relief(s) w.r.t compensation. The Hon'ble Supreme Court of India in civil appeal titled as ***"M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors."* (Supra)** held that an allottee is entitled to claim compensation 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 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.

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

35. The complainant has failed to specifically mention as to what charges have not been charged by the respondent which do not form part of the buyer's agreement.
36. The authority vide order dated 09.12.2022, passed in case bearing no. ***4147 of 2021 titled as Vineet Choubey V/s Pareena Infrastructure Private Limited*** and also in the complaint bearing no. ***4031 of 2019 titled as Varun Gupta V/s Emaar MGF Land Limited***, has already decided that the promoter cannot charge anything which is not part of the buyer's agreement subject to the condition that the same are in accordance with the prevailing law. 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 and is directed to charge the demands relying on the above said orders.

H. Directions of the authority

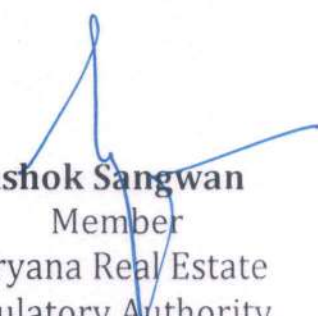
37. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

- I. The respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e., 11.10% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession 30.09.2023 till offer of possession plus two months or actual handover of possession, whichever is earlier, as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The due date of possession and the date of entitlement are detailed in table given in para 30 of this order. 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 complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- III. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(z) of the Act. The benefit of grace period on

account of Covid-19, shall be applicable to all the parties in the manner detailed herein above.

- IV. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order after payment of outstanding dues, if any, as the occupation certificate in respect of the project has already been obtained by it from the competent authority.
- V. The respondent is directed to execute the conveyance deed upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act within 3 months from the date of this order failing which the complainant may approach the adjudicating officer for execution of order.
- VI. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
38. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
39. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
40. Files be consigned to registry.

Dated: 14.05.2025



Ashok Sangwan
Member
Haryana Real Estate
Regulatory Authority,
Gurugram