

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

**Complaint no.** 3479 of 2024  
**Date of filing:** 26.07.2024  
**Date of Order:** 22.05.2025

Shiwani Saluja  
**R/o:** - H.No. 456, Sector-20, Part-  
2, HUDA, Sirsa-125055

**Complainant**

Versus

M/s Signature Global Homes Private  
Limited

**Regd. Office at:** - 13<sup>th</sup> Floor, Dr. Gopal Das  
Bhawan, 28 Barakhamba Road, Connaught  
Place, Central Delhi, New Delhi, Delhi, India,  
110001

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Hartik (Advocate)  
Sh. Venket Rao (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the

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provision of the Act or the rules and regulations made there under 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 complainant, date of proposed handing over the possession, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	Signature Global Park 4 Sector 36, Sohna, Gurugram
2.	Nature of the project	Residential Independent Floors
3.	DTCP license no. and validity status	117 of 2019 dated 12.09.2019
4.	Unit no.	A138, 3 <sup>rd</sup> floor, Block-A (page 32 of complaint)
5.	Unit area admeasuring	1081.67 sq. ft. (super built-up area) 643.04 sq. ft. (carpet area) 147.04 sq. ft. (balcony area) (page 32 of complaint)
6.	Welcome cum provisional allotment letter	12.02.2021 (page 17 of complaint)
7.	Buyer's agreement dated	18.03.2021 (page 22 of complaint)
8.	Possession clause	<b>7.1</b> <i>Promoter assures to hand over the 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<sup>th</sup> July, 2022 unless there is delay due to force majeure.</i> (page 41 of complaint)
9.	Due date of possession	30.07.2022 (page 41 of complaint)
10.	Basic sale	Rs.52,25,034/- plus taxes (page 34 of complaint)
11.	Total sale consideration	Rs.55,39,118/- plus taxes (page 35 of complaint)
12.	Amount paid by the complainants	Rs.59,08,277/- (as per customer ledger dated 07.11.2024 annexed on page 32 of reply)

13.	Occupation certificate	22.11.2022 (page 56 of reply)
14.	Offer of possession	08.02.2023 (page 51 of reply)
15.	Possession certificate	May 2024 (page 108 of complaint)
16.	Conveyance deed	15.01.2024 (page 72 of complaint)

### B. Facts of the complaint.

3. The complainant has made the following submissions:

- a) That in 2019, the respondent promoted the project named "Signature Global Park IV" situated at Sector- 36, Gurugram, Haryana and approached the complainant with various flimsy promises. Believing to the fake promises of the respondent, the complainant booked, vide booking application no. 1000008328 dated 12.02.2021, a residential independent floor no. 4-A138-3F, 3<sup>rd</sup> floor in block A having super built-up area 1081.67 sq. ft. containing carpet area 643.04 sq. ft. and balcony area of 147.04 sq. ft. at a price of Rs.4500/- per sq. ft. as per the brochure shown to the complainant by the sales person of the respondent.
- b) That after receiving the booking amount, respondent exercising its undue position forced the locked-in complainant to enter into one-sided agreement for Sale dated 18.03.2021 with inflated prices, and other onerous conditions upon the complainant.
- c) That after payment of the booking amount, the complainant was under threats of cancellation and forfeiture of booking amount and had no other option than to execute the BBA with inflated prices and onerous conditions.
- d) That vide BBA, respondent had assured for the possession of said unit by July 2022 and also assured to pay penalty and compensation in case of delay in handing over of possession. It was agreed at the time of booking that the charges of Rs.4,500/- per sq. ft. shall be charged only upon the

carpet area. However, at the time of execution of the BBA, the respondent altered the agreement and mentioned the extremely inappropriate price of Rs.58,13,370/-. The said total price mentioned in the BBA is not in consonance to proposal of the respondent as made before the booking or in the brochure.

- e) That also, no preferential location charges ("PLC") were agreed to be paid in BBA as the unit of the complainant does not pertain to preferential location and the same is apparent from the BBA also. However, as an after-thought, respondent is now justifying the inflated prices as PLC, over and above the basic price, which was neither presented to the complainant nor agreed by the complainant.
- f) That the complainant being diligent made all the payment to the respondent as per the demands made by the respondent in the belief that the respondent shall deliver the unit within the proposed timelines. However, the respondent drastically defaulted to comply to the timeline.
- g) Later, the construction was progressing at snail pace and the due date of possession was default by the respondent but no penalty or compensation as proposed in the BBA were paid to the complainant. Further, after long default of more than a year, the respondent claimed to receive the occupancy certificate for the project but neither shared the same with the complainant nor offered the possession as per the prescribed law.
- h) Furthermore, after huge delay, the possession was offered by the respondent vide offer of possession dated 08.02.2023 without sharing a copy of the occupancy certificate. When the complainant visited the site to inspect the unit, the condition of the project was such a bad shape that neither the lift was installed nor the stairs were complete. The complainant was not even able to access the unit incomplete





infrastructure at the time when the respondent proposed to deliver the possession.

- i) That the complainant raised the objection to the said offer of possession, the respondent completely turned a blind eye and all the efforts of the complainant were in vain. Furthermore, the respondent never allowed the complainant to visit the project or inspect the site. And later, the respondent pressed a condition upon the complainant to execute the conveyance deed even before inspecting the unit and threatened the complaint of cancellation and forfeiture of amount paid.
- j) That the complainant, under exorbitant pressure and influence, agreed to bow down to the illegal and unlawful conditions imposed by the respondent and thereafter the Conveyance deed dated 13.01.2024 was executed between the parties, which is registered at Tehsil Sohna, District Gurugram, Haryana. And only after the execution of conveyance deed dated 13.01.2024, the respondent offered the possession of the said unit to the complainant on 15.01.2024.
- k) That the respondent has also recovered illegal and unlawful charges from the complainant and has till dated received Rs.59,05,078/- without any explanation. Till date, the complainant has not received the delayed possession charges, penalty, and compensation for the default of the respondent and delay in offer of possession. The respondent has gained undue enrichment to itself by collecting huge sums from the complainant without forwarding any benefits to him.
- l) That the respondent has also incorporated one-sided clauses in the BBA which are to its advantage and prejudicial to the interest of the complainant and are liable to be quashed.

**C. Relief sought by the complainant(s):**

4. The complainants herein are seeking the following relief(s):

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- I. Direct the respondent to pay delay period interest from due to possession to actual date of realization.
- II. Direct the respondent to quash illegal demands raised in the name of PLC or otherwise which were never agreed by the complainant and direct to refund the same along with interest.
- III. Direct the respondent not to charge anything which is not part of the agreement.

**D. Reply by the respondent.**

5. The respondent has contested the complaint on the following grounds:
  - I. That the complaint is untenable both in facts and in law and is liable to be rejected on this ground alone. The complainant is estopped by his acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint and has not approached the Authority with clean hands, having suppressed vital and material facts.
  - II. That the respondent was faced with certain force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 (Two) years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the project continued without shifting any extra burden to the customer. The development and

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- implementation of the said project have been hindered on account of several orders/directions passed by various authorities/forums/courts.
- III. That the UPRERA Authority at Gautam Budh Nagar has provided benefit of 116 days to the developer on account of various orders of NGT and Hon'ble Supreme Court directing ban on construction activities in Delhi and NCR, 10 days for the period 01.11.2018 to 10.11.2018, 4 days for 26.10.2019 to 30.10.2019, 5 days for the period 04.11.2019 to 08.11.2019 and 102 days for the period 04.07.2019 to 17.10.2019. The Authority was also pleased to consider and provided benefit of 6 months to the developer on account of effect of covid also.
- IV. That the Hon'ble UP REAT at Lucknow while deciding ***appeal No. 541 of 2011 in the matter of Arun Chauhan Versus Gaur sons Hi- Tech Infrastructure Pvt Ltd vide order dated 02.11.2021*** has also granted the extension of 116 days to the Developer/Promoter on account of delay in completion of construction on account of restriction/ban imposed by the Environment Pollution (Prevention & Control) Authority as well vide order of Hon'ble Supreme Court Dated 14.11.2019
- V. That the Telangana State Real Estate Regulatory Authority vide order no. 14 dated 13.05.2020, the Ld. Telangana Authority has extended the validity of the project for 6 months for the project for which the completion date is expiring on or after 15.03.2020 has granted extension of 6 months due to the outbreak of novel corona virus. The extension was further extended for 6 months vide order no. 15 dated 29.09.2020 to the project for which the completion date is expiring on or before 14.09.2020. Furthermore, the extension was later extended for another six months for the project whose extension was expiring on or after 15.03.2021. The Telangana Authority had granted extension for the period from 15.09.2020 till 15.03.2021

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- VI. Moreover, the Ld. Karnataka Real Estate Regulatory Authority has granted extension for completion of the project whose completion dates expires on or after 15<sup>th</sup> March 2020 for three months vide order no. **KRera No. Sec. CR.04/2019-20, order dated 04.04.2020** on account of controlling the damages of COVID-19 and to ensure the completion of the project does not get adversely affected. The said extension was further extended by six months for the project for which the registration expires on or after 25.03.2020 vide order no. K-RERA/Secy/04/2019-20 dated 19.05.2020.
- VII. That despite there being a number of defaulters in the project, the respondent had to infuse funds into the project and have diligently developed the project in question. That despite the default caused, the respondent applied for occupation certificate in respect of the said unit and the same was thereafter issued vide memo bearing no. SG P-4 A 138 01 dated 22.11.2022. Once an application for grant of occupation certificate is submitted for approval in the office of the concerned statutory authority, respondent ceases to have any control over the same. The grant of sanction of the occupation certificate is the prerogative of the concerned statutory authority over which the respondent cannot exercise any influence. as far as the respondent is concerned, it has diligently and sincerely pursued the matter with the concerned statutory authority for obtaining of the occupation certificate.
- VIII. Therefore, the time period utilized by the statutory authority to grant occupation certificate to the respondent is necessarily required to be excluded from computation of the time period utilized for implementation and development of the project. Thereafter, the complainant was offered possession of the unit in question through letter of offer of possession dated 08.02.2023 and the same was communicated



to the complainant vide email dated 08.02.2023. The complainant was called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit in question to the complainant.

- IX. That despite there being a number of defaulters in the project, the respondent had to infuse funds into the project and have diligently developed the project. The respondent applied for occupation certificate in respect of the said unit and the same was thereafter issued vide memo bearing no. SG P-4 A 138 01 dated 22.11.2022. Once an application for grant of occupation certificate is submitted for approval in the office of the concerned statutory authority, respondent ceases to have any control over the same. The grant of sanction of the occupation certificate is the prerogative of the concerned statutory authority over which the respondent cannot exercise any influence. As far as the respondent is concerned, it has diligently and sincerely pursued the matter with the concerned statutory authority for obtaining of the occupation certificate. No fault or lapse can be attributed to the respondent in the facts and circumstances of the case. Therefore, the time period utilized by the statutory authority to grant occupation certificate to the respondent is necessarily required to be excluded from computation of the time period utilized for implementation and development of the project. Thereafter, the complainant was offered possession of the unit in question through letter of offer of possession dated 08.02.2023 and the same was communicated to the complainant vide email dated 08.02.2023. The complainant was called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit in question to the complainant. That multiple possession reminders were

- sent to the complainant in regard to handing over the possession of the said unit but all requests, reminders fell on deaf ears of the complainant.
- X. That the complainant delayed the procedure of taking the possession of the said unit on their own account. The respondent, through its offer of possession letter earnestly requested the complainant to obtain possession of the unit in question. However, the complainant did not pay any heed to the legitimate, just and fair requests of the respondent and threatened the respondent with institution of unwarranted litigation.
- XI. That with the receipt of the occupation certificate, no delay subsisted, as had been held by the ***Hon'ble Supreme Court of India in Civil Appeals Nos. 6649-50 of 2018 titled as, "Supertech Limited versus Rajni Goyal" decided on October 23, 2018.***
- XII. That moreover, after the receipt of the occupation certificate, the complainant has rightly taken the handover of the unit and executed possession certificate. In accordance with the same, the complainant, cannot rightly contend under law that the alleged period of delay continued even after the receipt of the occupation certificate when the complainant themselves has delayed in making the payments as stated above. The complainant has consciously and maliciously refrained from obtaining possession of the unit in question.
- XIII. 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 RERA, 2016 (assuming without in any manner admitting the provisions of the Act to be applicable to the project in question), by failing to take possession of the unit even after two months from the date of receipt of the occupation certificate. The complainant is responsible for all the consequences of breach of the buyer's agreement and violation of RERA.

- XIV. That the complainant has intentionally distorted the real and true facts in order to generate an impression that the respondent has reneged from its commitments. No cause of action has arisen or subsists in favor of the complainant to institute or prosecute the instant complaint. The complainant has preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent.
- XV. That in light of the bona fide conduct of the respondent, the fact that no delay has been caused to the complainant, the peaceful possession of the unit having been offered to the complainant, non-existence of cause of action this complaint is bound to be dismissed with costs in favor of the respondent.
- XVI. Without prejudice, assuming though not admitting, relief of delayed possession charges, if any, cannot be beyond the occupation certificate. That furthermore, the complainant has also sought the refund of maintenance charges and not to charge maintenance charges for a period of 5 years. The Affordable Group Housing Policy, 2013 was notified under Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975 (the "Act, 1975") thus, the meaning and scope of maintenance given under the Act, 1975 shall be applicable for the Policy.
- XVII. That moreover, without accepting the contents of the complaint in any manner whatsoever, and without prejudice to the rights of the respondent, delayed interest if any has to be calculated only on the amounts deposited by the allottee/complainant towards the sales consideration of the unit in question and not on any amount credited by the respondent, or any payment made by the allottees/complainant towards Delayed Payment Charges (DPC) or any Taxes/Statutory payments, etc.

XVIII. That in light of the bona fide conduct of the respondent and no delay for development of project as the respondent was severely affected by the force majeure circumstances and no cause of action to file the present complaint this complaint is bound be dismissed in favor of the respondent.

6. All other averments made in the complaint were denied in toto
7. 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.
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 those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority.**

9. 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**

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 complete 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)(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 complainants at a later stage.

**F. Findings on the objection raised by the respondent.**

**F.1 Objection regarding force majeure conditions:**

13. The respondent 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 no.1 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.
14. 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 30.07.2022. In the present case, the date of allotment of the subject unit is 12.02.2021 and buyer's agreement was executed between the parties on 18.03.2021, which is much after the effect of Covid. Consequently, any extension in timeframe for

handover of possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e. 30.07.2022.

**G. Findings on the relief sought by the complainants.**

**G.I Direct the respondent to pay delay period interest from due to possession to actual date of realization**

15. The factual matrix of the case reveals that the complainant booked a unit bearing no. A138, 3<sup>rd</sup> floor, Block-A admeasuring carpet area 643.04 sq. ft. in the respondent's project "Signature Global Park 4 Sector 36, Sohna, Gurugram". The complainant has paid Rs.59,08,277/- against the sale consideration of Rs.55,39,118/-. A buyer agreement w.r.t the allotted unit was executed between the parties on 18.03.2021.
16. The complainant herein intends to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Section 18(1) proviso reads as under: -

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

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

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

17. Further, clause 7.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

**"7.1 Schedule for possession -**

*Promoter assures to hand over the 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<sup>th</sup> July, 2022 unless there is delay due to force majeure.*

**(Emphasis supplied)**

18. **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 30.07.2022. The respondent requested for allowing 6

months grace period in lieu of Covid-19. However, it is observed that the welcome letter had been issued on 12.02.2021 and buyer's agreement was executed on 18.03.2021 which is much after the effect of Covid-19 and hence, no further grace period is allowed to the respondent.

**19. 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 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]***

*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 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.

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., 22.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

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22. 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;"***

23. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent which is the same as is being granted to them in case of delayed possession charges.

24. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, 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. By virtue of clause 7.1 of the buyer's agreement executed between the parties, the possession of the subject apartment was to be delivered by 30.07.2022. The respondent has obtained the occupation certificate on 22.11.2022 and has offered the possession of the allotted unit on 08.02.2023. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 18.03.2021 executed between the parties. It is the failure on part of the promoter to fulfil



its obligations and responsibilities as per the buyer's agreement dated 18.03.2021 to hand over the possession within the stipulated period

25. 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 22.11.2022. The respondent offered the possession of the unit in question to the complainant only on 08.02.2023, 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, the complainant 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 she 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. It is further clarified that the delay possession charges shall be payable from the due date of possession till actual handing over of possession or offer of possession plus two months whichever is earlier.

26. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delayed possession at prescribed rate of interest i.e., 11.10% p.a. w.e.f. 30.07.2022 till 08.04.2023 i.e., expiry of 2 months from the date of offer of possession (08.02.2023) as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

**G.II Direct the respondent to quash illegal demands raised in the name of PLC or otherwise which were never agreed by the complainant and direct to refund the same along with interest.**

**G.III Direct the respondent no to charge anything which is not part of the agreement.**

27. The respondent shall not charge the complainant any amount that is not included in the buyer's agreement. Further, relief with regard to not charge PLC is concerned, the description of total price attached forming a part of said builder buyer agreement (page 34 of complaint), the total sale consideration does not include any charges w.r.t PLC. Therefore, the respondent shall not raise any demand on account of PLC.
28. Further, any potential excess amount charged beyond the agreed sale consideration as per the buyers agreement dated 18.03.2021 shall be refunded to the complainant promptly.

**H. Directions of the authority.**

29. 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 delay possession charges on the paid-up amount by the complainant till offer of possession i.e. by 08.02.2023 at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 30.07.2022 till the date of offer of possession plus two months i.e. 08.04.2023 or actual handover of possession, whichever is earlier to the complainant. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date 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 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(za) of the Act.

IV. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

30. The complaint stands disposed of.

31. File be consigned to the registry.

**Date: 22.05.2025**



  
**(Vijay Kumar Goyal)**  
Member

Haryana Real Estate Regulatory  
Authority, Gurugram



**HARERA**  
GURUGRAM