

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM****Complaint no. :** 5354 of 2024
Date of decision : 16.10.2025

Sujata Verma W/o Vivek Verma

Permanent R/o:- House No. 117, Indramani Nagar,
Behind Mela ground, Gola Ka Mandir, Gird Gwalior,
Madhya Pradesh- 474005**At present R/o: -** House No. F-602, Cloud 9 Towers,
Sector-1, Vaishali, Ghaziabad, Uttar Pradesh- 201010**Complainant**

Versus

M/s Signature Global Homes Private Limited

Registered office: 1309, 13th floor, Dr. Gopal Das
Bhawan, 28 Barakhamba Road, Connaught Place, New
Delhi- 110001**Corporate office at:-** Unit No. 101, Gorund Floor, Tower-
A, Signature Towers, South City-1, Gurugram Haryana -
122001**Respondent****CORAM:**

Shri Phool Singh Saini

Member**APPEARANCE:**

Shri Manish Yadav (Advocate)

Complainant

Shri Venket Rao along with Gunjan Kumar (Advocates)

Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees 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 provisions 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 complainant, 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	"Signum Plaza II in Signature Global Park II", Sector 36, Village Dhunela, Gurugram
	Project Area	11.0625 acres
2.	Nature of the project	Affordable Plotted Colony under DDJAY
3.	DTCP license no.	39 of 2019 dated 01.03.2019 Valid upto 29.02.2024
	Name of licensee	Signature Global Homes Pvt. Ltd.
4.	RERA Registered/ not registered	Registered 43 of 2019 dated 01.08.2019 Valid upto 30.06.2021
5.	Unit no.	Shop no. SF-05A, (As per BBA at page 36 of complaint)
6.	Unit admeasuring area	206.620 sq. ft. (super Area) (As per BBA at page 36 of complaint)
7.	Date of booking application form	30.01.2020 (As per page no. 59 of complaint)
8.	Date of allotment letter	12.02.2020 (As per page no. 48 of complaint)
9.	Date of execution of builder buyer agreement	25.02.2020 (As on page 51 of complaint)
10.	Possession clause as per builder agreement	7. POSSESSION OF THE RETAIL UNIT "7.1 Schedule for possession:- The Developer agrees and understands that timely delivery of possession of the Retail unit to the Allottee(s) and the restricted 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 Developer assures to hand over possession of the retail unit within 24 months with a grace period of 3 months (24+3 months) from the date of allotment as per agreed terms and conditions unless there is a delay due to "force Majeure", Court order, Government Policy/guidelines, decision or any other even /reason of delay recognized/allowed in this



		<i>regard by the Authority affecting the regular the development of the real estate project....."</i> (Emphasis supplied) (As per BBA at page 70 of complaint)
11.	Due date of possession	12.08.2022 (Note: - 24 months from the date of allotment letter plus 6 months grace period as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the project having completion date on or after 25.03.2020)
12.	Total sale consideration	Rs.19,78,857/- (As per customer ledger dated 20.06.2024 at page no. 176 of complaint)
13.	Total amount paid by the complainant	Rs.19,78,896/- (As per customer ledger dated 16.07.2024 at page no. 177 of complaint)
14.	Occupation certificate	16.12.2023 (Page no. 51 of the reply)
15.	Offer of possession	17.05.2024 (Page no. 53 of reply)
16.	Conveyance Deed	22.08.2024 (Page no. 130 of the complaint)
17.	Possession Certificate	19.10.2024 (Page no. 175 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- a) That the complainant believing on the representation of the respondent and allurements of various specifications about their project "Signum Plaza II" at Signature Global Park II, situated at Village Dhunela, Sec 36, Sohna Gurugram, Haryana i.e., special size, minimum loading, modern amenities and timely delivery of project etc. booked a commercial shop admeasuring carpet area 103.30 sq. ft. (Super Area 206.62 sq. ft.) for total price/cost/sale consideration i.e., (Rs.8,679*206.62 sq. ft.) of Rs.17,93,255/-. The application form was duly acknowledged by the developer/builder by acknowledging through email.



- b) That the complainant was duly intimated about the provisional allotment of the booked unit by the developer through email dated 12.02.2020. Further, the builder buyer agreement was executed between the complainant and the respondent/developer and got registered at Sub Registrar, Tehsil Sohna District Gurugram (Haryana) vide registered instrument no. 7634 dated 23.02.2020 and allotted a unit bearing no. SF-05A at Plot 2A having carpet area 103.30 sq. ft., super area 206.62 on second floor in the said project.
- c) That as per clause 7.1 of the buyer's agreement dated 23.02.2020, the developer assures to hand over possession of the retail unit within 24 months with a grace period of additional 3 months (24+3 Months) from the date of allotment as per agreed terms and conditions. The unit was allotted to the complainant on 12.02.2020 vide an allotment letter. Hence the due date of possession as per BBA was 12.02.2022 (without grace period) and 12.05.2022 including grace period of 3 months.
- d) That the respondent/developer failed to give possession of the unit as per the possession clause/terms and conditions of the BBA even after passing of 3 months grace period and did not inform the complainant about the progress/status of the project as well as the allotted unit. She has raised her concern about the timely delivery of the project with the officials of the respondent/developer since the passing of due date of possession as per BBA and demanded delayed payment charges at RERA prescribed rate from the respondent/developer but the genuine concerns of the complainant were unheard of and was compelled to write email to the respondent to approach this Authority for redressal of her grievances but the complainant was again given empty promise of possession as per buyer's agreement.
- e) That the respondent did not start anything for the timely completion of the project and kept on sitting on the hard earned money of the complainant and many other similar allottees without even informing about the progress of



the project. Compelled at the non-serious and highly unprofessional attitude on part of the respondent and seeing no positive reply from the office bearers of the respondent/developer, complainant wrote an email dated 28.12.2023, 29.12.2023 and 05.03.2024 addressing her grievance and asked the status of the booked unit and completion of the project by the respondent, which was replied vide email dated 01.01.2024, 02.01.2024 and 07.03.2024 by the respondent making false promise of various tentative dates of handing over possession of the booked unit. The respondent misused its dominant position and the complainant seeing no other option have to remain at the mercy of the respondent/developer.

- f) That the complainant was finally sent an email by the respondent builder/developer intimating about the receipt of occupancy certificate of the unit from the DTCP Haryana along with statement of account including final demand and also offer of possession of even date to take over the possession of the allotted unit by letter dated 17.05.2024 and certain demands were also raised for the instalment due towards the complainant. The complainant was shocked to see that the respondent has raised demand for more money without even compensating the complainant for delay in handing over possession of the unit which is blatant violation of the terms and conditions/covenants between the complainant and respondent. According to the clause no. 7.6 of the agreement for sale the complainant was to be compensated as prescribed in the Act, 2016 and the Rules of 2017, rate of interest for every month of delay but the respondent has failed to fulfill its promise and obligation.
- g) That the complainant raised protest email dated 01.06.2024 and 05.06.2024 with the respondent/builder about the escalation in total sale consideration to the tune of Rs.88,326/- on the name of GST which was unjustified and illegally raised on part of the respondent/builder being violation of the



covenants and conditions of the BBA. The complainant also raised his concern/grievance for the not crediting of delay possession charges for timely payments made by the complainant which was legally due to be credited in the account statement of the complainant and also for levying DPC on the complainant even though she has made all the dues/demands on time as per demand raised by the respondent/builder and also external electrification charges, meter connection charges and escalated administration charges without any justification and against the duly executed BBA by the parties but all the genuine concerns raised by the complainant fell on deaf ears and vide email dated 05.06.2024 and 08.06.2024 the respondent completely denied to fulfil their obligation as per the BBA.

- h) That the complainant was offered 1% discount by the respondent on the early payment of final dues on or before 15.06.2024 which was duly paid by the complainant through NEFT dated 15.06.2024 minus the 1% discount amount to the tune of Rs.7,48,300/- against final demand of Rs.7,55,858/- and requested the respondent/builder to hand over the possession of unit and to work out other formalities of conveyance deed etc. The respondent keep on demanding the 1% discount amount from the complainant though it was promised by the respondent itself. That the complainant wrote various emails to process the delivery/hand over of possession and vide letter dated 07.07.2024 to the managing director of the respondent/builder raising the blatant violation of the agreed terms and conditions as per the BBA and also unprofessional and demeaning practices adopted on part of the respondent/builder but of no avail. But finally vide email dated 09.07.2024 the complainant was asked to pay the 1% discount amount retained by the complainant to the respondent/developer/builder which was duly paid on the same date and the respondent were again requested to process the



registration of the conveyance deed and handing over of the possession but was denied on one pretext or the other.

- i) That after much persuasion and running from pillar to post, the conveyance deed of the allotted unit was executed and got registered at Sub Registrar Office, Tehsil Sohna District, and Gurugram vide deed no. 6697 of 22.08.2024. She was finally invited by executive of the respondent/builder namely Dinesh Tyagi for physical possession of shop and keys handover along with possession certificate on whatsapp.
- j) That the complainant visited the allotted unit for physical possession and found various discrepancies and it was in a inhabitable condition not ready for use despite the receipt of occupancy certificate by the respondent /builder and despite making the complete payment as demanded by the respondent/developer and despite significant time has elapsed from the date of offer of possession dated 17.05.2024. That the complainant found that significant water seepage, rust on shop door, common lift not working, common bathroom not working and highlighted these issues with the respondent/builder/developer.
- k) That after much follow up for more than 3 weeks on phone, email and whatsapp finally the respondent acknowledged on email about the issues raised on part of the complainant and the complainant was told to wait for more time till they are finally able to fix it. That the acknowledgement email dated 01.10.2024 clearly shows that the earlier offer of possession was sham and illegal and amounts to no offer of possession in the eyes of law as the shop/allotted unit was not in ready to use/habitable condition. The complainant is legally entitled for delayed possession till the actual handing over of possession in workable/habitable condition.
- l) That the complainant was finally offered and handed over the physical possession of the unit along with keys and possession certificate of even date



i.e., 19.10.2024 i.e., actual date of handing over of possession. That the complainants finally took the possession of the unit and were asked to sign various documents before handing over of possession. As the complainants were in dire need of possession of the commercial shop, they signed it under protest as the respondent/builder has misused its dominant position and were not handing over possession without signing the documents.

- m) That the respondent has failed to fulfil its obligations as agreed between the parties and has not compensated the complainants for the delay in handing over the possession which has caused great financial loss and mental agony to the complainants who believed and relied on the fake promises and assurances of the respondent for timely completion and delivery of the project. That the complainant wrote email dated 19.10.2024 to the respondent to further ascertain that the taking over of possession and signing of the various documents were under protest as the respondent were not handing over the possession of the allotted unit to the complainants without signing the documents and reserved their right to seek delay possession charges by approaching the appropriate forum to redress their grievance for such malpractice, unfair and unprofessional attitude adopted by the respondent. That the complainant further reserves their right to seek rental loss, compensation for mental harassment and agony and litigation charges to be agitated before the Adjudicating Officer, of this Authority for redress of the grievances against the respondent.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 1. Directing the respondent to pay delay possession charges at prescribed under the Act, 2016 w.e.f. from 12.05.2022 i.e., due date of possession as per BBA up to the date of actual delivery/handing over of possession i.e., 19.10.2024.



- II. Directing the respondent to refund the amount of Rs.88,326/- collected as GST to the complainant which is against the terms and conditions of the BBA.
 - III. Directing the respondent to refund the amount of Rs.8,058/- and Rs.5,361/- collected as external electrification charges and meter connection charges to the complainant which is against the terms and conditions of the BBA.
 - IV. Directing the respondent to justify the administration charges and directing the refund of extra amount if any collected from the complainant.
 - V. Directing the respondent to deliver the copy of OC and CC of the project.
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 contested the complaint on the following grounds:
- a) That the possession of the unit in question has duly handed over to the complainant. Further, a conveyance deed of the said apartment has duly been registered before the sub registrar Sohna, Gurugram on 22.08.2024, wherein the complainant duly accepted and admitted that they have inspected the unit, specifications and amenities are fully satisfied with the same. Moreover, under the said conveyance deed, the complainants voluntarily and without any demur has stated that she is satisfied with the completion and all the specification and amenities. Thus, the complainant are now estopped from filing the said complaint and therefor, the present complaint is liable to be dismissed.
 - b) That after having keen interest in the project and upon being satisfied with each specification and approvals of the project, the complainant decided to invest and further, booked a residential unit vide application dated 30.01.2020, upon own judgment and investigation. Subsequently, the



respondent, vide welcome letter cum provisional allotment letter dated 12.02.2020, provisionally allotted a commercial unit bearing no. SF-05A (2nd floor at plot no. 2A, area admeasuring 103.30 sq. ft., for a sale consideration of Rs.17,93,255/- excluding other charges in the aforesaid project.

c) That on 23.02.2020, a builder buyer agreement was executed between the complainants and the respondent for the unit in question having sale consideration of Rs.17,93,255/- plus other charges. As per the provision of Clause 7.1 of the agreement the possession was proposed to be handed over within a period of 24 months along with another grace period of 3 months subject to the delay due to force majeure circumstances and government policies/order. In terms of clause 7.1 of the agreement, the respondent is entitled for a grace period of 3 months as enshrined under the said clause. The respondent was developing the project as per the agreed timelines, however, due to outbreak of Covid-19, the entire nation was put under lockdown and considering the same the Ministry of Finance (MOF) vide office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as force-majeure circumstance and had allowed the parties to the contract with an extension of 6(six) months period for fulfilling the contractual obligations.

d) Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as force majeure for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6(six) months due to outbreak of Covid 19 and in accordance with the said advise, this Authority has issued a notice wherein, the extension of 6(six) months was allowed to the promoters for completion and delivery of the projects. Further, the Haryana Real Estate Regulatory



Authority, Gurugram had provided extension of 6 months to all the Real Estate Promoters while determining the committed date of possession agreed under the agreements between the allottees and the promoters under the agreements between the allottees and the promoters.

- e) Further, it is pertinent to mention that the Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various real estate developers in the real estate sector including the respondent had allowed a grant special extension of 3 months from 01.04.2021 to 30.06.2021, due to second wave of Covid-19, considering the same as force majeure event. In lieu of the same the Respondent herein shall also be entitled to such special extension as the due date of handing over the possession happens to fall within the said time frame.
- f) That Hon'ble Supreme Court vide its order dated 04.11.2019 in the W.P.(Civil) No. 13029/1985 had directed that no demolition and construction activities take place in Delhi and NCR region. On account of passing of aforesaid order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period between 04.11.2019 to 14.02.2020. (Days Affected: - 102 days- overlap period of 58 days = 44 days).
- g) Further, Commission for air quality management (NCR and Adjoining Areas) vide its order dated 16.11.2021 had directed to stop construction and demolition activities in NCR till 21st November, 2021. In compliance with the above-mentioned order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period. Period of Restriction/ Prohibition: - 16.11.2021 to 21.11.2021. (Days Affected: - 6). The due date of possession after considering all the force majeure circumstances and court order are as under.



PARTICULAR	TIME PERIOD
Clause 7.1 of Agreement	Within 24 months from Allotment
Clause 7.1 of Agreement	Grace period of 3 months
Order dated 26.05.2020 of this Authority during the first wave of covid 19	Extension of 6 months due to lockdown
Resolution dated 02.08.2021 of Ld. Authority, Panchkula during the Second Wave of Covid 19	Extension of 3 months
Order dated 04.11.2019 of the Hon'ble Supreme Court in the W.P.(Civil) No. 13029/1985	Construction activity had been completely stopped during this period between 04.11.2019 to 14.02.2020. (Days Affected: - 102 days- overlap period of 58 days = 44 days)
Order dated 16.11.2021 of Commission for air quality management (NCR and Adjoining Areas)	Period of Restriction/ Prohibition: - 16.11.2021 to 21.11.2021. (Days Affected: - 6).
DUE DATE	03.04.2023

- h) That it is pertinent to bring into the knowledge of the Authority that the respondent had duly completed the construction of the project and had obtained the occupation certificate on 06.12.2023. Upon receiving the occupation certificate, the respondent issued an offer of possession letter dated 17.05.2024 requesting the complainant to take possession of the unit in question and make the payment towards the pending dues.
- i) That after much pursuance of the respondent, the complainant came forward to take the possession and further after duly verifying the status, specifications, workmanship and amenities of the unit executed the conveyance deed on 22.08.2024 for the unit in question. That the respondent herein in due compliance with the terms of the agreement and the provisions of the Act of 2016, has already discharged its obligation.
- j) That the complainant and the respondent further executed the possession hand over letter dated 19.10.2024 i.e. post execution of conveyance deed dated 22.08.2024. The complainant in the said letter has specifically stated that he has no claim left against the company against the allotted shop.

Moreover, the complainant herein was well aware of the specifications, construction materials, veracities and other amenities/facilities being provided by the respondent along with the unit in question at the time of handing over the possession and subsequent registration of the conveyance deed.

- k) It is pertinent to bring into the attention of the Authority that the complainant herein has already taken the physical possession of the unit and had executed the conveyance deed on 22.08.2024. It is a matter of fact, that at the time of taking the possession of the unit the complainant herein had made himself satisfied with the construction material, physical condition and other conditions of the unit in question and the said fact can be substantiated from the provision of clause 4, 15 and 17 of the conveyance deed, which the complainant had executed upon own judgment and investigation.
- l) That the claims so alleged by the complainant pertaining to the condition of unit and relief of refund of GST, excess amount (which is not even clear to the complainant) etc. are totally false claims. At the time of handing over the possession and subsequent execution of the conveyance deed the complainant were well aware of the physical conditions of flat and amounts demanded towards the flat and had taken the possession upon own judgment and investigation without any protest or demur over the physical possession of the said apartment. Further, as per clause 16 of the conveyance deed the complainant has confirmed that the unit is constructed as per the specifications and amenities as mentioned in the agreement.
- m) That the complainant has already taken over the possession of unit and further executed the possession hand over letter dated 19.10.2024 i.e. post execution of conveyance deed dated 22.08.2024 in the year 2022. That possession of the unit has already been handed over and the same was taken over by the complainant voluntarily after being satisfied with the



development and the demands raised by the respondent. After taking over the possession happily, the complainant had specifically executed a possession handing over letter along with the respondent, wherein it was duly undertaken and agreed by the complainant that she has taken vacant peaceful possession and has no claims whatsoever against the company against the said allotted unit.

- n) That the complainant after being satisfied with all the terms and conditions had voluntarily given the said undertaking with free will and consent. Thus, the complainant herein has voluntarily waived off her rights and thus, is not entitled to claim delayed possession charges and refund of other charges. It is not out of the place 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 has waived off their right to claim interest for delay in handing over of possession. Hence, the present complaint is infructuous as the complainant has already waived off their rights and concealed the same in the present complaint.
- o) As far as the issue of rate of Goods and Services Tax (GST), it is submitted that in 34th meeting of GST Council, the promoters were given one time option to continue to pay tax at the old rate on ongoing projects. In the light of the same the respondent has opted to continue to pay tax at the old applicable rates. The complainant as well aware of this fact and agreed to the same while paying the demands raised without any protest. It is also submitted that the complainant has executed the conveyance deed for the unit and cannot be permitted to raise the issues with respect to demands raised at this belated stage.
- p) That the complainant herein has claimed the relief of litigation and mental agony without supporting it with relevant contention and facts. The respondent submits that the said cost of litigation, mental agony and



harassment are just vague assumptions submitted by the complainant and granting of such relief will lead to great injustice towards the respondent. Further, since the present complaint is not maintainable, the complainant is not entitled for such reliefs. 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.

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 record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the Authority

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 allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

"Section 11....."

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made



thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder."

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 objections raised by the respondent.

F.1 Objection regarding force majeure conditions.

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and ban on construction by commission for Air Quality Management in NCR by orders passed from 16.11.2021 to 21.11.2021, thus, claiming a further period of 68 days as circumstances beyond the power and control of the respondent.
14. The Authority notes that the construction ban cited by the respondent, was of a short duration and is a recurring annual event, usually implemented by the Commission in November-January. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Further, the respondent has not demonstrated whether it extended any equivalent relief to the allottees during the period of the construction ban. If the respondent did not relax the payment schedules for the allottees, its plea for relief due to delays caused by the construction ban appears unjustified.
15. Further, the Authority has gone through the possession clause of the agreement and observes that as per clause 7.1 of the BBA dated 25.02.2020, the respondent-developer proposes to handover the possession of the subject unit ***within 24 months with a grace period of 3 months from the date of***



allotment. In the present case, the date of allotment of the subject unit is 12.02.2020. The Authority has decided to grant the grace period of 3 months being unqualified and unconditional and accordingly, the due date of possession comes out to be 12.05.2022. Further, as per *HARERA notification no. 9/3-2020 dated 26.05.2020*, an extension of 6 months is granted for the project having completion/due on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 12.05.2022 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for handing over of possession **in view of notification no. 9/3-2020 dated 26.05.2020**, on account of force majeure condition due to the outbreak of Covid-19 pandemic. So, in such a case the due date of handing over of possession comes out to be 12.08.2022.

F.II Whether the execution of the conveyance deed extinguishes the right of the allottee to claim delay possession charges?

16. The respondent submitted that the complainant had executed the conveyance deed on 22.08.2024 and therefore, the transaction between the complainant and the respondent has been concluded and no right or liability can be asserted by respondent or the complainant against the other. Therefore, the complainant is estopped from claiming any interest in the facts and circumstances of the case.
17. In the complaint bearing no. **4031 of 2019** titled as **Varun Gupta V/s Emaar MGF Land Ltd.**, the authority has comprehensively dealt with this issue and has held that taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the buyer's agreement and upon taking possession, and/or executing conveyance deed, the complainant never gave up their statutory right to seek delayed possession charges as per the provisions of the said Act. Also, the same view has been upheld by the Hon'ble Supreme Court in case titled as **Wg. Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now Known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal**

no. 6239 of 2019) dated 24.08.2020, the relevant paras are reproduced herein below:

"34 The developer has not disputed these communications. Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into a pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their right to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their title to the flats for which they had paid valuable consideration. In this backdrop, the simple question which we need to address is whether a flat buyer who seeks to espouse a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position which the NCDRC has espoused. We cannot countenance that view.

35. The flat purchasers invested hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeking a Deed of Conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."

18. Therefore, in furtherance of **Varun Gupta V/s Emaar MGF Land Ltd. (supra)** and the law laid down by the Hon'ble Apex Court in the **Wg. Cdr. Arifur Rahman (supra)**, this Authority holds that even after execution of the conveyance deed, the complainant cannot be precluded from his right to seek delay possession charges from the respondent-promoter.

G. Findings on the relief sought by the complainant.

G.1 Directing the respondent to pay delay possession charges at prescribed under the Act, 2016 w.e.f. from 12.05.2022 i.e., due date of possession as per BBA up to the date of actual delivery/handing over of possession i.e., 19.10.2024.

19. Briefly stated the facts are that the complainant was allotted shop no. SF-05A, Second floor in the respondent project at the sale consideration of Rs.19,78,857/-. A provisional allotment was issued on 12.02.2020, followed by a



buyer's agreement was executed between the parties on 25.02.2020. The possession of the allotted shop was to be offered on or before 12.08.2022. The respondent company has obtained the occupation certificate on 16.12.2023. Thereafter, the respondent has offered the possession of the subject unit on 17.05.2024. The complainant and the respondent has executed the conveyance deed of the said unit on 22.08.2024.

20. 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. Sec. 18(1) proviso reads as under: -

"Section 18: - Return of amount and compensation

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

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

21. **Due date of handing over possession and admissibility of grace period:** As per clause 7.1 of buyer's agreement dated 25.02.2020, the respondent-developer has proposed to handover possession of the subject unit ***within 24 months with a grace period of additional 3 months from the date of allotment.*** In the present case, the date of allotment of the subject unit is 12.02.2020. The Authority has decided to grant the grace period of 3 months being unqualified and unconditional and accordingly, the due date of possession comes out to be 12.05.2022. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, *an extension of 6 months is granted for the project having completion/due on or after 25.03.2020.* The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 12.05.2022 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for handing over of possession ***in view of notification no. 9/3-2020 dated 26.05.2020,*** on account of force majeure condition due to the

outbreak of Covid-19 pandemic. So, in such a case the due date of handing over of possession comes out to be 12.08.2022.

22. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, *ibid*. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

23. 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.
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., 16.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
25. 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:

"(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., 10.85% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
27. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement dated 25.02.2020. By virtue of clause 7.1 of buyer's agreement executed between the parties, the possession of the subject unit to be delivered by 12.08.2022 as delineated hereinabove. The respondent has obtained the occupation certificate from the concerned competent authority on 16.12.2023 in respect of the subject unit and thereafter, possession of the subject unit was offered to the complainants on 17.05.2024.
28. Further, the counsel for the complainant raised an objection that after execution of the conveyance deed on 22.08.2024, the complainant found that there is a significant water seepage, rust on shop door, common lift not working, common bathroom are not working and highlighted these issues with the respondent/builder vide email dated 08.09.2024 and 26.09.2024 respectively. The respondent vide email dated 01.10.2024, clearly mentioned that "*the rectification process involves several steps, including identifying the source of the seepage, making the necessary repairs, drying the area, and taking any further actions required. This is a time taking process however, please rest assured that we are committed to providing you with the best possible service*".
29. The Authority observes that the conveyance deed of the subject unit in question was executed on 22.08.2024 and as per section 11(4)(a) of the Act, 2016 the



promoter can be held liable for its obligation, responsibility and functions only till the execution of conveyance deed and the relevant section is reproduce as under for ready reference: -

- (a) *shall 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:*

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

30. Further, proviso to section 11(4)(a) provides that the promoter can be held liable for structural defect or any other defect even after execution of conveyance deed for such period as prescribed under sub-section (3) of section 14 of the Act 2016. It is further clarified that the occupation certificate of the project where the unit in question was obtained on 16.12.2023 from the competent authority and thereafter offered the possession on 17.05.2024. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement executed between the parties within the stipulated time period.
31. 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 16.12.2023. However, the respondent offered the possession of the unit in question to the complainant only on 17.05.2024, 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.

32. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.85% p.a. w.e.f. 12.08.2022 till the date of offer of possession (17.05.2024) plus two months i.e., 17.07.2024 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.II Directing the respondent to deliver the copy of OC and CC of the project.

33. The respondent/builder has obtained the occupation certificate on 16.12.2023. As per section 11(4)(b) of Act of 2016, the respondent/builder is under an obligation to supply a copy of the completion certificate to the complainant /allottees. The relevant part of section 11 of the Act of 2016 is reproduced as hereunder: -

"11(4)(b) The promoter shall be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be."

34. Even otherwise, it being a public document, the allottees can have access to it from the website of DTCP, Haryana.

G.III Directing the respondent to refund the amount of Rs.88,326/- collected as GST to the complainant which is against the terms and conditions of the BBA.

G.IV Directing the respondent to refund the amount of Rs.8,058/- and Rs.5,361/- collected as external electrification charges and meter connection charges to the complainant which is against the terms and conditions of the BBA.

G.V Directing the respondent to justify the administration charges and directing the refund of extra amount if any collected from the complainant.

35. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
36. 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 accept for the statutory rights under the Act of 2016. The complainant could have asked for the claim before the conveyance deed got executed between the parties.
37. Further, the Authority observes that as per possession certificate dated 19.10.2024 placed on page no. 175 of the complaint, the complainant has relinquished all her claims on handing over of possession of the unit. The relevant portion of the possession certificate dated 19.10.2024 is reproduced hereunder for ready reference:

"I/we have received the vacant physical possession with locks and keys (..... sets of keys), of the said allotted shop/office 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 shop/office is complete in accordance with the plans and specifications agreed in terms of Application No/Builder Buyer's Agreement (BBA)/Flat/Shop Buyer's Agreement dated 25.02.2020 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."

38. Also, on 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 remains. So, no directions in this regard can be effectuated at this stage.

H. Directions of the Authority

39. 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., 10.85% per annum for every month of delay on the amount paid by the complainants itself from due date of possession i.e., 12.08.2022 till the date of offer of possession (17.05.2024) plus two months i.e. up to 17.07.2024 or actual handing over of possession, to the complainant whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.
- II. 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.

40. Complaint as well as applications, if any, stand disposed off accordingly.

41. File be consigned to registry.

Dated: 16.10.2025



Phool Singh Saini
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram