

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

Complaint no.	208 of 2025
Date of filing complaint	23.01.2025
First date of hearing	07.05.2025
Date of decision	09.12.2025

Tara Wati

**R/o: 1751/19, Near Saini Atta Chakki, Srinagar
Colony, Rohtak-- 124001**

Complainant

Versus

M/s Signature Global Developers Pvt. Ltd.

Registered office: 1309, 13th floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi

Correspondence Address: Ground floor, Tower-A, Signature Towers, South City-I, Gurugram, Haryana- 122001

Respondent

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
Member

APPEARANCE:

Sh. Sukhbir Yadav and Raman Yadav (Advocates)
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 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Signature Global City 37D", Sector 37D, Village Gaduli Kalan, Gurugram
	Project Area	20.5890 acres
2.	Nature of the project	Affordable Plotted Colony under DDJAY
3.	DTCP license no.	08 of 2021 dated 05.03.2021 valid upto 04.03.2026
	Name of licensee	Lalwani Brothers Buildcon LLP and Unistay Hospitality Pvt. Ltd.
4.	RERA Registered/ not registered	Registered Registration no. 31 of 2021 dated 13.07.2021 Valid upto 29.09.2024
5.	Unit no.	Residential Independent Floor no. J31-2F (Tower J, Floor 2F) (As per BBA at page 54 of complaint)
6.	Unit admeasuring area	770.55 sq. ft. (Carpet Area) 144.78 sq. ft. (Balcony Area) (As per BBA at page 52 of complaint)
7.	Date of builder buyer agreement	03.09.2021 (As on page 45 of complaint)
	Possession clause as per builder buyer agreement	<p>7. Possession of the Residential Independent Floor</p> <p><i>"7.1 The Promoter assures to handover possession as per agreed terms and conditions by 30-04-2023 for plot and 30-09-2023 for floor nature 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></p> <p>(Emphasis supplied)</p> <p>(As per BBA at page 44 of complaint)</p>

8.	Due date of possession	30.09.2023 (As per clause 7.1 of the buyer's agreement)
9.	Total sale consideration	Rs.63,07,495/- (SOA dated 04.01.2025 at page 35 of reply)
10.	Total amount paid by the complainant	Rs.63,07,495/- (SOA dated 04.01.2025 at page 35 of reply)
14.	Occupation certificate	11.12.2024 (Page 31 of reply)
15.	Offer of possession	11.12.2024 (page no. 93 of complaint)

B. Facts of the complaint:

3. The complainants have made the following submissions by filing of present complaint dated 23.01.2025: -
 - a) That relying on the representations and assurances made by the respondent, the complainant booked a residential unit No. 37D-J31-2F, Type-B 3BHK, Independent Floor No. 2F with a carpet area of 770.55 sq. ft., in the project "Signature Global City 37D", marketed and developed by the respondent. The complainant purchased the unit under the Time Linked Payment Plan for a total sale consideration of Rs. 61,89,780/-, inclusive of the basic sales price, car parking, PBC, IFMS, and other charges. This purchase was facilitated through the submission of an Application Registration Form on 23.07.2021. The complainant made an initial payment of Rs. 99,000 as the booking amount for the unit in question.
 - b) That on 23.07.2021, the respondent sent a provisional allotment letter in the name of the complainant confirming the allotment of a BHK residential unit bearing No. 37D-J31-2F admeasuring carpet area of 770.55 sq. ft. situated in the project "Signature Global City 37D".

- c) That post allotment of the said unit, the complainant asked several times about the execution of the BBA for her specific 3BHK unit bearing No. 37D-J31-2F. Furthermore, the complainant also asked the respondent to provide the layout plan of the complainant's unit. Subsequently, on 03.09.2021, a pre-printed, unilateral, ex-facie, and arbitrary builder buyer agreement was executed inter-se the respondent and the complainant. Clause 7.1 explicitly stipulates that the respondent is contractually bound to deliver possession of the complainant' unit on or before 30.09.2023.
- d) That as per the sanctioned layout plan of the plotted colony where the complainant's unit is situated, the respondent is mandatorily required to construct/provide an approach road measuring 24 meter in width. However, a glaring anomaly exists, as there is a conspicuous absence of the stipulated 24-meter approach road, which is a critical infrastructure component essential for ensuring seamless accessibility to the unit. The respondent at the time of booking mentioned that the complainant would get a 24-meter approach road for her unit. Additionally, at the time of booking, the complainant was explicitly assured that her unit would feature a shared balcony between two rooms, as depicted in the layout plan presented to her. However, upon visiting the project site, the complainant discovered a significant discrepancy: the balcony design of her unit was entirely different from the original design, and most notably, the balconies of the two rooms were separate and not shared, contrary to the initial representation. The complainant had raised her grievance regarding the design of the balcony of her unit through an email dated 26.04.2024, but she did not receive any response from the respondent on the same.

- e) That the complainant had previously sought clarification from the respondent regarding the approach road, which was purportedly 24 meters wide. However, despite her inquiries, the respondent failed to provide any response or acknowledgment. Furthermore, the stipulated date for possession of the unit had lapsed, and the respondent neither delivered the unit of the complainant on the promised time nor even offered possession of the complainant's unit by 30.09.2023.
- f) Despite the discrepancies and concerns, the complainant diligently continued to pay instalments towards her unit, adhering to the chosen payment plan and responding to demands made by the respondent. It is noteworthy that as per payment receipts issued by the respondent, the complainant had paid a substantial sum of Rs. 36,50,767/- by 31.03.2022.
- g) The complainant reiterated her concerns and grievances in a detailed email dated 10.05.2024, seeking a prompt and satisfactory response from the respondent. However, the respondent's reply, received on 21.05.2024, was wholly unsatisfactory, failing to adequately address the complainant's concerns or provide a viable solution to the issues at hand.
- h) After a protracted and frustrating correspondence, the respondent party finally offered possession of the complainant's unit i.e., Unit No. 37D-J31-2F, on 11.12.2024. Notably, this offer of possession came after an inordinate delay of more than 3 years from the original date of booking, causing significant inconvenience to the complainant. Moreover, the offer of possession was accompanied by a tax invoice from Skyfull Maintenance Services Private Limited, demanding Rs. 78,411/- towards maintenance charges for the period from

25.01.2025 to 24.01.2026. it is crucial to note that as per standard practices, maintenance charges can only be levied after the physical possession of the unit has been handed over to the allottee, and not prior to that, therefore, the demand for maintenance charges in advance, prior to the physical possession of the unit, was unjustified and incorrect. Upon receiving the offer of possession, the Complainant visited the project site, only to be met with shocking discoveries. Contrary to expectations, there was no approach road available to access the unit, rendering it inaccessible. Furthermore, the unit itself was far from habitable, with evident deficiencies in its condition. The complainant promptly brought these grievances to the respondent's attention via an email dated 18.12.2024. Unfortunately, this email, like previous attempts at communication, was ignored, leaving the complainant's concerns unaddressed.

- i) Subsequent to the offer of possession, the respondent issued a Customer Ledger dated 04.01.2025. However, this document also contains a glaring discrepancy. The respondent incorrectly stated the total collection from the complainant as of 31.03.2022, as Rs. 27,85,402/- . In stark contrast, the complainant had actually paid Rs. 36,50,767/- as of the said date, as unequivocally evidenced by the payment receipts issued by the respondent itself. It is significant to note that, as per the Customer Ledger, the complainant made additional payments subsequent to 31.03.2022. These payments total Rs. 71,72,860/-, which, when combined with previous payments, exceeds 100% of the total consideration payable for the unit. It is pertinent to mention here that the complainant paid the demand under protest to get physical possession of the unit.

- j) That as per the calculations, the respondent is liable to pay Rs. 10,45,715/- on account of delayed possession charges to the complainant from the due date of possession till the present date.
- k) That the cause of action for the present complaint arose in September 2021, when the terms and conditions of an arbitrary, ex-facie BBA were forced upon the complainant. The cause of action arose in September 2023 when the respondent failed to deliver possession of the unit and omitted to provide the 24-meter approach road, as depicted in the approved layout plan. Subsequently, the cause of action continued to arise on multiple occasions when the complainant lodged protests with the respondent regarding discrepancies between the layout plan and the actual development related to her unit. The cause of action is alive and continuing and will continue to subsist till such time as this Authority restrains the respondent by an order of injunction and/or passes the necessary orders.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):
 - I. To get the delayed possession charges along with interest at the prescribed rate of interest from the due date of possession till actual physical possession.
 - II. To get the physical possession of the unit complete with all amenities.
 - III. To get the conveyance deed registered in her favour in respect of her respective unit.
 - IV. To get a refund of the excess amount paid.
 - V. To get the 24-meter approach road as per the approved layout plan of the colony developed by the respondent.
 - VI. To get the restoration of the original balcony design as represented and agreed upon at the time of booking, featuring shared balconies for

two rooms or in the event the respondent fails to provide the original design, the respondent may kindly be directed to pay damages to the complainant for false representations and design discrepancies.

VII. To get a direction in her favour by directing the respondent party to provide the Layout Plan approved for their project by the competent Authority.

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 vide its reply dated 28.05.2025:

- a) That on 23.17.2021, the complainant applied for allotment of residential independent vide application no. CAAP/00113/21-22 in the project of the respondent and an independent floor was allotted to the complainant bearing residential unit no. 37D-J31-2F, type B, 3BHK having carpet area of 770.55 sq. ft. and balcony area of 144.78 sq. ft. on second floor along with stilt parking.
- b) That on 03.09.2021, an agreement for sale was executed against the said unit having sale price of Rs.58,98,005/- excluding all other charges, taxes, etc. as mentioned and agreed by the complainant under the agreement. It is to note that the agreement was signed by the complainant voluntarily with free will and consent without any demur.
- c) That the complainant had applied for the unit only after the due diligence, verification done and post being fully satisfied with the project.

- d) That as per clause 2 of the agreement, the complainant herein had agreed that the complainant shall make all payments on written demand by the promoter, within the stipulated time as mentioned in the payment plan.
- e) That as per clause 9.3 of the agreement, in case of any delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement the allottee was duty bound to pay interest for the applicable period of delay at applicable rate of interest as per the applicable laws.
- f) That as per clause 7.1 of the agreement, the possession of the independent floor was proposed to be offered on or before 30.09.2023. The said time period for offer of possession was subject to force majeure circumstances.
- g) That as per clause 7.2 of the agreement, the complainant has agreed to grant the extension period of 3 months to the respondent. Therefore, the extension of 3 months to be granted to the respondent.
- h) That the respondent is entitled for extension for force majeure circumstances and reasons beyond its control such as Covid-19 and ban on construction activities by competent authorities/Courts, etc.
- i) That the committed date of possession fall at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance 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 has allowed the parties to contract with an extension of 6 months period fulfilling the contractual obligations. Further, Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405 dated 13.05.2020 had considered the said Covid-19

situation as force majeure for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid-19.

- j) That the Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various Real estate developers due to second wave of Covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021 considering the same as force majeure event. Thus, respondent is entitled for 3 months extension for completion of the project.
- k) That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. Such delay was neither intentional nor deliberate. The respondent was bound to adhere with the order and notifications of the Courts and the Government. Also, it is not out of the place to mention here that the Hon'ble Supreme Court in '*Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018*', keeping in view the Bans imposed by NGT and other Government Authorities etc, allowed the promoter for the grace period for completion of construction.
- l) That after the completion of the project and receiving the OC on 11.12.2024, the possession was offered to the complainant vide offer of possession letter dated 11.12.2024.
- m) That there exists no cause of action as much as in favour of the complainant or against the respondent and the complaint under reply is liable to be dismissed.

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 based on 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 following 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 the 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 complainant at a later stage.

F. Findings on objections raised by the respondent:

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

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as the outbreak of Covid-19 pandemic. Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 30.09.2023. In the present case, the buyer's agreement was executed between the parties on 03.09.2021. However, given that the allotment of the subject occurred amidst pandemic, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the designated timeframe for possession accordingly. 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. 30.09.2023.

G. Findings on the relief sought by the complainant.

G.I To get the delayed possession charges along with interest at the prescribed rate of interest from the due date of possession till actual physical possession.

14. The factual matrix of the case reveals that the complainant was allotted residential independent floor unit no. J31-2F (Tower J, Floor 2F) in the respondent's project at the total sale consideration of Rs.63,07,495/- . A buyer's agreement was executed between the parties on 03.09.2021. The possession of the unit was to be offered by 30.09.2023 in terms of clause

7.1 of the buyer's agreement executed between the parties. Therefore, the due date of handing over possession comes out to be 30.09.2023. The complainant paid the entire sale consideration of Rs. Rs.63,07,495/- towards the subject unit, and is ready and willing to retain the allotted unit in question.

15. The respondent offered the possession of the subject unit to the complainant on 11.12.2024 after obtaining occupation certificate from the competent authority.
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. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges and 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.

18. 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.
19. 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., 09.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
20. 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;"*

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent which is the same as is being granted to them in case of delayed possession charges.

22. 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 03.09.2021. By virtue of clause 7.1 of the buyer's agreement executed between the parties, the possession of the subject unit was to be delivered by 30.09.2023. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period.

23. 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. 30.09.2023 till the date of offer of possession (11.12.2024) plus two months i.e., till 11.02.2025 or actual handing over of possession, whichever is earlier. The date of offer of possession plus two months being earlier than the date of actual handing over of possession, 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 complainant from due date of possession i.e., 30.09.2023 till the date of offer of possession (11.12.2024) plus two months i.e. up to 11.02.2025 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.II To get the physical possession of the unit complete with all amenities.

24. In the present complaint, the grievance of the complainant is that the physical possession has not been handed over by the respondent to the complainant.

25. The authority observes that the respondent-promoter has obtained occupation certificate of the said project from the competent authority on

11.12.2024. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the subject unit to the complainant 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.

26. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

G.III To get the conveyance deed registered in her favour in respect of her respective unit.

27. The complainant is seeking relief of execution of conveyance deed. A reference to the provisions of Section 17 (1) of the Act is also must and it provides as under:

"Section 17: - Transfer of title

17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

28. The respondent/promoter is under an obligation as per Section 17 of Act to get the conveyance deed executed in favor of the complainant. Since the

occupation certificate for the project had already been received on 11.12.2024, the respondent is directed to execute the conveyance deed in favor of the complainant within a period of 60 days upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government in terms of Section 17 of the Act, failing which the complainant may approach the Adjudicating Officer for execution of order.

G.IV To get a refund of the excess amount paid.

29. Perusal of Statement of accounts dated 04.01.2025 annexed by the respondent at page no.35 of reply reflects that total sale consideration of the unit was Rs.63,07,495/- and the same had been duly paid by the complainant. The complainant had failed to plead or place on record any proof of excess amount being paid by her with respect to the said allotment in question. Therefore, the Authority cannot deliberate any findings with respect to the said relief.

G.V To get the 24-meter approach road as per the approved layout plan of the colony developed by the respondent.

30. The grievance of the complainant is that as per the sanctioned layout plan of the plotted colony where the complainant's unit is situated, the respondent is mandatorily required to construct/provide an approach road measuring 24 meter in width, however, a glaring anomaly exists, as there is a conspicuous absence of the stipulated 24-meter approach road, which is a critical infrastructure component essential for ensuring seamless accessibility to the unit.

31. The Authority observes that compliance relating to construction, adherence to approved building plans, issuance of occupation certificate, and structural safety fall under the jurisdiction of the Directorate of Town and Country Planning (DTCP), to whom the complainants may approach in case of any grievance.

G.VI To get the restoration of the original balcony design as represented and agreed upon at the time of booking, featuring shared balconies for two rooms or in the event the respondent fails to provide the original design, the respondent may kindly be directed to pay damages to the complainant for false representations and design discrepancies.

32. In the above-mentioned relief, the complainant sought the relief of compensation and Hon'ble Supreme Court of India in case titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (2021-2022(1) RCR(C) 357)*", has held that an allottee is entitled to claim compensation under Sections 12, 14, 18 and Section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, for claiming compensation under Sections 12, 14, 18 and section 19 of the Act, the complainant may file a separate complaint before Adjudicating Officer under Section 31 read with Section 71 of the Act and Rule 29 of the Rules, *ibid*.

G.VII To get a direction in her favour by directing the respondent party to provide the Layout Plan approved for their project by the competent Authority.

33. As per Section 17(2) of the Act, after obtaining OC and handing over physical possession to the allottees in terms of sub section (1), it shall be the responsibility of the promoter to handover the necessary documents, plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

34. Further, as per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other

information as provided in this Act or rules and regulations made thereunder or the agreement for sale signed with the promoter.

35. Therefore, in view of the same, the respondent is directed to provide the requisite layout plan of the allotted unit in question to the complainant within a period of 1 month from the date of this order.

I. Directions of the authority

36. 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 at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 30.09.2023 till the date of offer of possession (11.12.2024) plus two months i.e. up to 11.02.2025 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- II. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- 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., 10.85% 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(za) of the Act.

IV. The respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

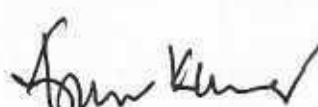
V. The respondent is directed to provide the requisite layout plan of the allotted unit in question to the complainant within a period of 1 month from the date of this order.

VI. The respondent is directed to execute the conveyance deed in favour of the complainant within a period of 60 days upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government in terms of Section 17 of the Act, failing which the complainant may approach the Adjudicating Officer for execution of order.

37. Complaint stands disposed of.

38. File be consigned to registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated:09.12.2025