

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**Date of decision: **12.09.2025**

NAME OF THE BUILDER		Signature Infrabuild Private Limited	
PROJECT NAME		"Signature Global Aspire "at Sector 95, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/5501/2024	Anil Kumar Vs. Signature Infrabuild Pvt. Ltd.	Shri Akash Godhavni, Advocate Shri Venkat Rao, Advocate
2.	CR/5594/2024	Sandeep Rohilla Vs. Signature Infrabuild Pvt. Ltd	Shri Akash Godhavni, Advocate Shri Venkat Rao, Advocate

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of the aforesaid 2 complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Signature Global Aspire", situated at Sector-95, Gurugram being developed by the same respondent/promoter i.e., "Signature Infrabuild Private Limited." The terms and conditions of the allotment letter, buyer's agreements and the fulcrum of the issue involved in all these cases pertain to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges.
3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	"Signature Global Aspire", Sector 95, Gurugram
Project area	5.1125 acres
DTCP License No. and validity	73 of 2019 dated 04.07.2019 Valid up to 03.07.2025
RERA Registered or Not Registered	Registered Registered vide no. 69 of 2019 dated 14.11.2019 Valid up to 29.04.2024 (including 6 months of COVID-19) and amended on 29.01.2024
RERA extension under section 6 of the Act	Further extended vide extension no.02 of 2024 dated 29.04.2024 Valid till 30.04.2025
Date of approval of building plans	30.09.2019
Date of environment clearance	20.12.2019
Possession clause as per the buyer's agreement	5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the

	timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."
Possession clause as per Affordable Housing Policy, 2013	As per clause 1(iv) of the Affordable Housing Policy, 2013 <i>"All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project."</i>
Due date of possession	20.12.2023 (Calculated as 4 years from date of grant of environmental clearance i.e., 20.12.2019 as per policy of 2013)
Occupation certificate	NA

S. No.	Particulars	CR/5501/2024	CR/5594/2024
1.	Complaint filed on	03.12.2024	03.12.2024
2.	Reply filed on	23.05.2025	23.05.2025
3.	Date of MOU / BBA	17.11.2020 (Buyer's Agreement, page 31 of complaint)	25.11.2020 (Buyer's Agreement, page 33 of complaint)
4.	Unit No. & Size	E-302, Tower-E — 594.065 sq. ft. carpet area + 82.151 sq. ft. balcony area (complaint page 30)	C-12A05, Tower-C, 13 th floor — 592.860 sq. ft. carpet area + 85.703 sq. ft. balcony area (complaint page 30)
5.	Due date of completion	20.12.2023	20.12.2023
7.	Total sale consideration	₹24,41,510/- (including tax, customer ledger dated 05.05.2025, reply page 31)	₹24,38,434/- (including tax, customer ledger dated 05.05.2025, reply page 29)

8.	Total amount paid	₹24,59,073/- (customer ledger dated 05.05.2025, reply page 31)	₹24,38,347/- (customer ledger dated 05.05.2025, reply page 29)
9.	Occupation certificate	Not obtained	Not obtained
10.	Offer of possession	Not offered	Not offered
11.	Reliefs sought	<ul style="list-style-type: none"> • DPC • Possession • Not to ask for charges beyond BBA & refund if paid • Not to charge maintenance for 5 years 	<ul style="list-style-type: none"> • DPC • Possession • Not to ask for charges beyond BBA & refund if paid • Not to charge maintenance for 5 years

4. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/5501/2024 titled as "Anil Kumar Vs. Signature Infrabuild Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

5. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/5501/2024 - "Anil Kumar Vs. Signature Infrabuild Private Limited"

Sr. No.	Particulars	Details
1.	Name of the project	"Signature Global Aspire", Sector 95, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	5.1125 acres
4.	DTCP license no.	73 of 2019 dated 04.07.2019 Valid up to 03.07.2025

5.	RERA Registered/ not registered	Registered vide no. 69 of 2019 dated 14.11.2019 Valid up to 29.04.2024 (including 6 months of COVID-19) and amended on 29.01.2024
6.	RERA extension under section 6 of the Act	Further extended vide extension no.02 of 2024 dated 29.04.2024 Valid till 30.04.2025
7.	Continuation of registration under section 7(3) of the Act	Continuation under section 7(3) of the Act vide no. RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/10 dated 06.05.2025
8.	Allotment letter	09.07.2020 (Page 30 of complaint)
9.	Unit no.	E-302, Tower E (Page 30 of complaint)
10.	Unit area admeasuring	594.065 sq. ft. (carpet area) 82.151 sq. ft. balcony area (Page 30 of complaint)
11.	Date of execution of Buyer's Agreement	17.11.2020 (Page 31 of complaint)
12.	Possession clause as per BBA.	5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."

		(Page 47 of complaint)
13.	Possession clause in Affordable Housing Policy	1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance , whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
14.	Date of approval of building plans	30.09.2019 (As per similar complaint of same project bearing no. 5382/2022)
15.	Date of environmental clearance	20.12.2019 (As per similar complaint of same project bearing no. 5382/2022)
16.	Due date of possession	20.12.2023 (Calculated as 4 years from date of grant of environmental clearance i.e., 20.12.2019 as per policy of 2013)
17.	Total sale consideration	Rs. 24,41,510/- (including tax) (As per customer ledger dated 05.05.2025 on page 31 of reply)
18.	Amount paid by the complainant	Rs. 24,59,073/- (As per customer ledger dated 05.05.2025 on page 31 of reply)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

B. Facts of the complaint

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

- a) In 2019, the respondent company issued an advertisement announcing a residential group housing project called 'Signature Global Aspire' Sector 95, Gurugram, Haryana in terms of the provisions of affordable group housing policy 2013 and thereby invited applications from prospective buyers for the purchase of allotments in the said project. The respondent confirmed that the project had got building plan approval from the authority.

- b) That the complainants was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs. 1,20,867/- . The payment was acknowledged by the respondent and accordingly filled the application form for one unit. The complainant was allotted one unit being in the above said project.
- c) That the complainant received an allotment letter for the unit bearing No. E-302. That the complainant caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 17th of November, 2020. That the complainant against the demand notices raised by the respondent have paid a total sum of Rs. 24,70,908/- in favour of the respondent.
- d) That the respondent being very well aware of the guidelines laid in The Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017, and the interest the complainant is entitled for as well as being aware of plethora of judgments issued by The Haryana Real Estate Regulatory Authority, Gurugram has not given the complainant the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA.
- e) That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the respondent for construction on very regular basis. The respondent was never able to give any satisfactory response to the complainants or the governing body of the association regarding the status of the construction and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason

was being given in terms of delay on account of the novel corona virus and on the account of paucity of funds.

- f) That after losing all hope from the respondent company and having shattered and scattered dreams of owning a home and also losing considerable amount of money. Hence, the complainant is constrained to approach this Authority for redressal of his grievance.
- g) That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainant have suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- h) That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their floors. Despite advertising the project with the slogan "PAYE KIRAYE SE AZADI," the respondent has failed to deliver possession of the unit within the promised timeframe. The modus operandi adopted by the respondent, from the respondent's point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time. the respondent not only failed

to adhere to the terms and conditions of buyer's agreement dated 17.11.2020 and affordable housing policy 2013 but has also illegally extracted money from the Complainant by stating false promises and statements.

- i) It is important to note that, as per clause 5.1 of the builder-buyer agreement, signed on November 17, 2020, possession of the unit was to be delivered by December 20, 2023. However, as of the filing of this complaint, the offer of possession has still not been made, resulting in a delay of almost one year.
- j) It is pertinent to note that, under clause 4.6 of the builder-buyer agreement, the respondent is entitled to charge interest on any overdue payments by the allottees. On the other hand, as per Clause 6.2(ii), the respondent is equally liable to pay the complainant interest at the rate specified in Rule 15 of the HRERA Rules 2017 for each month of delay until possession of the flat is handed over, within 45 days of becoming due. However, the respondent has deliberately indulged prevarications and innuendos and has not paid a single penny on account of delayed compensation.
- k) It has been held by the Honourable NCDRC, New Delhi in many cases that offering of possession, conditional on the payment of charges which the unit buyer is not contractually bound to pay as per the bba, cannot be considered to be a valid offer of possession. In any case if builder creates an agreement which is not ethically correct or entraps the Complainant in feeble situation can't be held valid.
- l) That as per section 18 of the RERA 2016, the respondent is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement

of the sale. Accordingly, the complainant are entitled to get interest on the paid amount at the rate as prescribed per annum from due date of possession as per builder buyer agreement till the date of handing over of actual possession.

- m) It is pertinent to note that the respondent has made unnecessary demands which are not as per the builder buyer agreement and hence are baseless, unfounded, unlawful, untenable, unsustainable, grossly misconceived, illegal and unwarranted including the advance maintenance charges. Hence the respondent is in gross violation of clause 4(v) affordable housing policy 2013.
- n) The grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the unit being offered to him, including few demands which are not as per the builder buyer agreement and hence are unjustified and illegal.
- o) There is no second thought to the fact that the complainant has paid the total payment of Rs. 24,70,908/- as on the date of filing of this complaint.
- p) "Signature Global Aspire" project was launched in the year 2019 with the promises to deliver in time and huge funds were collected over the period by the respondent. Even after taking almost 100% of the payments, the builder has delayed the project and is unable to handover possession after a delay of more than 1 year.
- q) The grievance of the complainant is that the respondent has in an unfair manner siphoned of funds meant for the project and utilized the same for respondent's own benefit for no cost. The respondent being builder and developer, whenever in need of funds from bankers or investors ordinarily has to pay heavy interest per annum. However, in the present scenario, the

respondent utilized funds collected from the complainant for respondent's own good in other projects, being developed by the Respondent, due to which the project is delayed for almost a period 1 year.

- r) That the respondent is liable to pay interest as per clause 6.2(ii) i.e at the rate provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules 2017 for every month of delay till the handing over of the possession of the said flat within 45 days of it becoming due.
- s) There are plethora of judgements on this issue by the Honourable Supreme Court, Honourable High Courts of different States, Honourable, NCDRC & Honourable Haryana Real Estate Regulatory Authority, Gurugram and many other RERA Authorities in different States.
- t) The complainant has paid the respondent a total of Rs. 24,70,908/-, as per the customer ledger provided by the respondent. However, possession of the unit has not yet been handed over to the complainant. As a result, there is a delay of almost one year as of the date of filing this complaint.
- u) In case the complainant has to pay outstanding payments if any the same may be deducted after, adjustment of interest for the delayed period, hence in fact the complainant has to take a huge sum from the respondent as delay penalty.

C. Relief sought by the complainant

- 7. The complainant has sought the following relief(s):
 - I. Direct the respondent to pay interest for every month of delay at the rate prescribed under rules on the entire amount paid by the complainant with effect from committed date of possession till the actual possession is delivered with proper habitable conditions.
 - II. Direct the respondent to handover physical possession of the unit along with car parking.

- III. Direct the respondent not to ask for any charges which are not as per the buyer's agreement. If paid, refund back the same.
 - IV. Direct the respondent not to charge any amount on account of maintenance for a period of 5 years.
8. 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

9. The respondent has contested the complaint on the following grounds.
- a. The complainant herein in the year 2020, being in search of an apartment learned about the affordable housing project titled as 'Signature Global Aspire' at Sector 95, Gurugram being developed by the Respondent in terms of the affordable housing policy and the same was advertised in 2019 and the environmental clearance for the project in question was also granted by the concerned authorities on 20.12.2019.
 - b. That on 09.07.2020, the complainant vide application number 50193 applied for booking a unit in the project of the respondent post being impressed with the specifications of the project and after being completely satisfied & conducting their own due diligence with a desire to secure the allotment of an apartment/unit in the aforesaid project.
 - c. That pursuant to the draw of lots held on 04.07.2020 in the presence of the officials of DTCP/DC, Gurugram, a flat bearing no. e-302 in block/tower e on 3rd floor having a carpet area of 594.065 sq. ft. and balcony area 82.151 sq. ft. together with the two wheeler open parking site and pro rata share on common areas was allotted to the complainant.
 - d. That on 17.11.2020, a flat buyer's agreement, was executed for the said unit having sale price of Rs. 24,17,336/- excluding all other charges, taxes

etc. as mentioned and agreed by the complainant under the agreement. It is to note, that the said agreement was signed by the complainant voluntarily with free will and consent without any demur.

- e. It is submitted that the complainant had applied for the unit only after the due diligence, verification done and post being fully satisfied with project.
- f. As per the provision of clause 4.4 of the agreement, the complainant herein had agreed and undertaken to pay balance sale consideration in terms of the payment schedule, in six equated sim-monthly instalments spread over three years period, with no interest failing from the due date of payment as per the applicable interest for the period of delay.
- g. Further, as per the clause 4.6. 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.
- h. That as per the provision of clause 5.1 of the agreement, the possession of the apartment was proposed to be offered within an estimated period of 4 years from the date of the approval of building plans or grant of environment clearance, whichever is later subject to force majeure events and circumstance. That as per the provision of clause 5.1 of the agreement as well as affordable housing policy, the possession of the apartment was proposed to be offered within a period of 4 years from the date of approval of building plans or environment clearance, whichever is later. The said time period for offer of possession was subject to force majeure circumstances. It is pertinent to mention here that the environment clearance for the project was granted on 20.12.2019, however, the due date is entitled to be extended due to various force majeure circumstances,

including but not limited to the NGT's orders banning the construction. As per provision of clause 19 of the agreement the complainant has agreed and understood the force majeure circumstances and also the fact that respondent shall not be held responsible or liable for not performing obligations or undertaking provided therein and allottee shall not be liable for any compensation for such delay

- i. Subsequently, upon removal of the Covid-19 restrictions it took time for the workforce to commute back from their villages, which led to slow progress of the completion of project. Despite, facing shortage in workforce, materials and transportation, the respondent managed to continue with the construction work and completed the project. that the respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of covid-19 lockdown. This led to further hurdle in timely completion of the project.
- j. In the interest of justice, the respondent being a bona-fide may also be entitled to an extension for the inadvertent delay so caused in the construction of the project owing to the world wide Covid-19 pandemic.
- k. That in addition to the abovementioned hindrances, it is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various courts, authorities etc. to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.

- l. That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. That it is pertinent to mention herein that such delay was neither intentional nor deliberate. It is also submitted that the respondent was bound to adhere with the order and notifications of the courts and the government.
- m. That the delay caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determination of the due date to offer possession. It may also be noted, that the respondent had carried out its obligations in agreement with utmost diligence. That after considering the above delay, the date to offer possession has to be extended by approximately 11 month 11 days.
- n. That it is pertinent to mention here that the complainant herein had defaulted in making the payment at various instances as per the affordable housing policy and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the complainant as per the policy. The same can be verified from the statement of account wherein the payment entries are showing that at various occasions, the complainant had paid late payment charges due to default in making timely payments.
- o. That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession provided under the agreement, is subject circumstances and thus, the respondent is entitled for extension of such

time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed since December 2023 is non est in the eyes of law and shall not be considered while adjudicating the present complaint.

- p. That the project in question is in advance stage of development and shall be completed shortly, As mentioned above, the delay so caused was due to reasons beyond control and therefore, the respondent shall not be liable for the period wherein construction/development activity affected due to force majeure circumstances or order/direction of the court or state. Therefore, the construction of the subject project will be completed soon.
 - q. It is evident, that the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. That it is brought to the knowledge of the Authority that the complainant is trying to hoodwink the Authority by placing untrue facts and are attempting to hide the true colour of intention.
 - r. That there exists no cause of action as much as in favour of the complainant or against the respondent and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
 - s. 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.
10. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

11. 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

12. 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 purposes 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 a complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

13. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

14. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be

decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the objections raised by the respondent.

F.1 Objection regarding delay due to force majeure circumstances.

15. It is contended on behalf of respondent that due to various circumstances beyond its control, it could not speed up the construction of the project, resulting in delays such as various orders passed by NGT and Hon'ble Supreme Court, lockdown due to outbreak of Covid-19 pandemic.
16. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:
- "All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the 'date of commencement of project' for the purpose of this policy. The licenses shall not be renewed beyond the said 4-year period from the date of commencement of project"*
17. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by them. 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 National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Similarly, the various orders passed by other Authorities cannot be taken as an excuse for delay as it is a well-settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant

- G.I Direct the respondent to pay interest for every month of delay at the rate prescribed under rules on the entire amount paid by the complainant with effect from committed date of possession till the actual possession is delivered with proper habitable conditions.**
- G.II Direct the respondent to handover physical possession of the unit along with car parking.**

18. Both the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.

19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid as provided under the proviso to Section 18(1) of the Act which reads as under:-

"Section 18: - Return of amount and compensation

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

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

20. Clause 5.1 of the buyer's agreement (in short, the agreement) provides the time period for handing over possession and the same is reproduced below:

"5.1 Within 60 (sixty) days from the date of issuance of Occupation Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."

21. **Due date of handing over possession:** As per clause 5.1 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject

unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. Accordingly, the due date of possession was 20.12.2023. Further, the respondent requested for allowing 6 months grace period in lieu of Covid-19. However, it is observed that the allotment letter had been issued by the respondent in favour of the complainant on 09.07.2020 and buyer's agreement was executed between the parties on 17.11.2020, which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.

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

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

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

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

- 23.** The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said Rule is followed to award the interest, it will ensure uniform practice in all cases.
- 24.** Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 12.09.2025 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(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;"

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 being granted to them in case of delayed possession charges.
27. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The due date of handing over possession was 20.12.2023. Occupation certificate has also not been obtained by the respondent from the concerned authority. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities to handover the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of

possession, i.e., from 20.12.2023 till the expiry of 2 months from the date of valid offer of possession or till the date of actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

28. Further, as per Section 19(10) of Act of 2016, the allottee is under obligation to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. Therefore, the respondent shall handover the possession of the allotted unit as per specification of the buyer's agreement entered between the parties, after obtaining of occupation certificate from the competent authority under Section 11(4)(b) read with Section 17 of the Act, 2016.

G.III Direct the respondent not to ask for any charges which are not as per the buyer's agreement. If paid, refund back the same.

29. The complainant has failed to specifically mention as to what charges have been charged by the respondent which do not form part of the buyer's agreement.
30. The authority vide order dated 09.12.2022, passed in case bearing no. **4147 of 2021** titled as "**Vineet Choubey V/s Pareena Infrastructure Private Limited**" and also in the complaint bearing no. **4031 of 2019** titled as "**Varun Gupta V/s Emaar MGF Land Limited**", has already decided that the promoter cannot charge anything which is not part of the buyer's agreement subject to the condition that the same are in accordance with the prevailing law. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013 and is directed to charge the demands relying on the above said orders.

G.IV Direct the respondent not to charge any amount on account of maintenance for a period of 5 years.

31. The respondent in the present matter has demanded skyful maintenance charges from the complainant at the time of offer of possession. The

authority observes that clause 4(v) of the policy, 2013 talks about maintenance of colony after completion of project:

A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983.

32. As per the order issued by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it has been very clearly mentioned that the utility charges (which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.) can be charged from the allottees as per consumptions. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainant-allottee as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

H. Directions of the authority

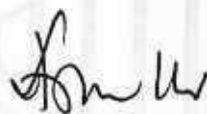
33. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

- I. The respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.85% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due

- date of possession 20.12.2023 till offer of possession plus two months or actual handover of possession, whichever is earlier, as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.
- II. The respondent is directed to handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties, after obtaining of occupation certificate from the competent authority in terms of Section 11(4)(b) read with Section 17 of the Act, 2016.
 - III. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - IV. 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. The benefit of grace period on account of Covid-19, shall be applicable to all the parties in the manner detailed herein above.
 - V. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.
 - VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months upon obtaining occupation certificate from the competent authority, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state

government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

- VII. The respondent is directed to charge the maintenance/use/utility charges from the complainant-allottees as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.
34. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
35. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
36. Files be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.09.2025