

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

Date of Decision:

21.11.2025

NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	Case No.	Case title
1.	CR/5606/2024	Shobhit Kumar VS Signature Infrabuild Private Limited
2.	CR/5659/2024	Karan Kakkar and Reemu Gakhar VS Signature Infrabuild Private Limited
CORAM:		
Shri Arun Kumar		Chairman
APPEARANCE:		
Sh. Akash Godhwani		Advocate for the complainant
Sh. Dhruv Rohatgi		Advocate for the respondent

ORDER

1. The above complaints have 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 provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
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, Sector - 95, Gurugram, Haryana" being

developed by the respondent/promoter i.e., Signature Infrabuild Private Limited. The issue involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/5606/2024 Shobhit Kumar VS Signature Infrabuild Private Limited Date of filing: 06.12.2024 Reply received on 11.04.2025	B- 1607, Tower- B	05.08.2021 (page no. 31 of complaint)	20.12.2023 (calculated from the date of environment clearance) Occupation certificate not received Offer of possession not offered	Rs. 24,41,509/-	Rs. 24,60,320/- (As per SOA dated 01.11.2024 on page 76 of complaint)
2.	CR/5659/2024 Karan Kakkar and Reemu Gakhar VS Signature Infrabuild Private Limited Date of filing: 06.12.2024 Reply received on 11.04.2025	E- 12A06, 13 th floor (page no. 31 of complaint)	11.04.2023 (page no. 33 of complaint)	20.12.2023 (calculated from the date of environment clearance) Occupation certificate not received Offer of possession not offered	Rs.25,46,666 /- (As per SOA dated 01.04.2025 on page 103 of reply)	Rs.21,86,315 /- (As per SOA dated 01.04.2025 on page 103 of reply)

Relief sought:

1. Possession along with interest.

2. Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.

3. Direct the respondent not to charge any maintenance for a period of 5 years.

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. Out of the above-mentioned cases, the particulars of case CR/5606/2024 titled as Shobhit Kumar VS Signature Infrabuild Private Limited are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

6. 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:

CR/5606/2024 titled as Shobhit Kumar VS Signature Infrabuild Private Limited



Sr no.	Particulars	Details
1.	Name of the project	Signature Global Aspire, Sector - 95, Gurugram, Haryana.
2.	Nature of project	Affordable Housing
3.	DTCP License No.	73 of 2019 dated 04.07.2019 valid up to 03.07.2024
4.	Rera Registered	69 of 2019 (page 27 of complaint)
5.	Unit no.	B-1607, Tower-B
6.	Unit admeasuring	592.860 sq. ft.
7.	Demand cum allotment letter	17.07.2021
8.	Date of execution of agreement for sale	05.08.2021 (page no. 31 of complaint)
9.	Date of building plan	30.09.2019 (page no. 25 of complaint)
10.	Date of environment clearance	20.12.2019
11.	Possession clause	<i>5. Possession</i> <i>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</i>

		<i>from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.</i>
12.	Due date of delivery of possession	20.12.2023 (calculated from the date of environment clearance)
13.	Total sale consideration	Rs. 24,41,509/-
14.	Total amount paid by the complainant	Rs. 24,60,320/- (As per SOA dated 01.11.2024 on page 76 of complaint)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint.

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

- I. That 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. Respondent confirmed that the project had got building plan approval from the authority.
- II. That the complainant 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.

- III. That the complainant received an allotment letter for the unit bearing No. B-1607. That the complainants caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 05.08.2021. That the complainant against the demand notices raised by the respondent have paid a total sum of Rs. 24,60,320/- in favour of the respondent.
- IV. That the complainant had sent multiple E-mails communications and made calls during the time intimating the respondent for the possession of the said unit and the delayed interest with great regret the complainant did not receive any positive response from the respondent and kept excusing the complainant.
- V. 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 complainants is entitled for as well as being aware of plethora of judgments issued by the Authority, Gurugram has not given the complainants the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA.
- VI. 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.

- VII. 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 (as per the buyer's agreement dated 05.08.2021). Hence, the complainant is constrained to approach this Authority for redressal of his grievance.
- VIII. 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 complainants 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.
- IX. 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 respondents 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 05.08.2021 and affordable housing policy 2013 but has also illegally extracted money from the complainants by stating false promises and statements.

- X. It is important to note that, as per Clause 5.1 of the builder-buyer agreement, signed on 05.08.2021, possession of the unit was to be delivered by 20.12.2023. 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.
- XI. 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 in misstatement, prevarications and innuendos and has not paid a single penny on account of delayed compensation.

- XII. 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 complainants in feeble situation can't be held valid.
- XIII. There is no parity in the remedies available to the complainant and the respondent showing biased and unfair trade practices of the respondent.
- XIV. 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. Maintenance services are to be provided by the respondent as per section 3(3)(a)(iii) of the Act no. 8 of 1975 and Rule of 1976 and the facilities provided by the developer/respondent in Affordable housing colonies.
- XV. 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.

- XVI. There is no second thought to the fact that the complainant has paid the total payment of Rs. 24,60,320/- as on the date of filing of this complaint. "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.
- XVII. 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.
- XVIII. 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.



- XIX. The grievance of the complainant is that as per many judgments of HARERA, the complainant is entitled for delayed possession charges at prescribed rate of interest from due date of possession till actual possession which is not given by the respondent till date.
- XX. The complainant has paid the respondent a total of Rs. 24,60,320/-, 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.
- XXI. 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:**
8. The complainant has sought following relief(s).
- I. The respondent be directed to handover physical possession of the Flat No. B-1607 in Block/Tower B having carpet area of 594.065 Sq. Feet on 16th Floor and a Balcony having area of 82.151 Sq. Feet along with Two-Wheeler Open Parking along with interest.
 - II. It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.
 - III. It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.

9. 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.

10. The respondent has contested the complaint on the following grounds.
- a. That the present complaint, filed by the complainant, are bundle of lies and hence liable to be dismissed as it is filed without any cause of action. That the complainant has intentionally concealed the correct/complete facts and the same are now being reproduced here under for necessary and proper adjudication of the present matter. The Complainant is raising false, frivolous, misleading and baseless allegations against the respondent with intent to make unlawful gains.
 - b. That the Complainant has not approached the Authority with clean hands and has suppressed relevant facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost. It is pertinent to mention that the instant complaint is a post – conveyance deed matter, filed subsequent to the execution of conveyance deed.
 - c. It is pertinent to mention that the instant has been filed by concealing the true and correct facts from this Authority and with bundle of lies, as the possession of the unit has already been offered to the complainant vide offer of possession dated 06.06.2024 and subsequent thereto the conveyance deed for the unit in question has also been executed on 09.01.2025. That the complainant has deliberately concealed this



material fact from this Authority for attaining undue monetary advantages at the cost of the company to which there are not entitled to even in the least.

- d. The complainant herein in the year 2021, being in search of an apartment, learned about the affordable housing project titled as 'Signature Global City 37D' at Sector 37D, Gurugram (hereinafter referred to as 'Project') being developed by the respondent in terms of the Deen Dayal Jan Awas Yojna, 2016.
- e. That in 01.12.2021, the complainant applied for allotment of a unit in the project of the respondent vide application no. CAAP/00528/21-22 in the Project "Signature Global 37D", being developed by the Respondent and in accordance with the terms of the Booking Application and the undertaking of the complainant to make timely payments, a unit was allotted to the complainant bearing unit no. 37d-z-33-3f having carpet area of 877.55 sq. ft. & balcony area of 369.34 sq. ft. on 3rd floor together along with stilt basement parking vide allotment letter dated 09.12.2021.
- f. That on 09.02.2022, a flat buyer's agreement (hereinafter referred to as 'Agreement'), was executed for the said unit having Sale Price of Rs. 87,11,864/-, 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.

- g. That it is submitted that the complainant had applied for the unit only after the due diligence, verification was done, and post being fully satisfied with the Project.
- h. That as per the provision of clause 2 of the agreement, the complainant herein had agreed to make the payment as per schedule c of the agreement, as the complainant opted for a Time-linked payment plan.
- i. That as per **Clause 7.1** of the agreement, the respondent is entitled to an extension of the timeline affected due to *force majeure* circumstances.
- j. It may be noted, 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 (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. 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.



- k. Further, 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, the respondent is entitled for 3 months extension for completion of the project.
- l. 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. 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.
- m. 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.

- n. 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 to 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- 55 days).
- o. 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).
- p. 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. 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. That the delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted, and the date of offer of possession, excluding the force majeure events, comes out to be 30.07.2025. Further, it is pertinent to mention that the project was completed within this extended time, and the occupation certificate was received on 03.06.2024 for Plot No. A58, on which the Unit of the complainant is situated, and consequently, the possession of the subject independent floor was offered to the complainant on 06.06.2024.

- q. that the complainant herein had defaulted in making the payment on various instances as per the DDJAY, 2016 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 the stipulated time period, which led to levying of late payment charges on the complainant as per the policy. The same is evident from the Statement of Account wherein the payment entries show that at various occasions, the complainant had paid late against the demand raised. That the complainant defaulted in making the payments and due to the same, interest was imposed on the complainant for not paying the consideration for the subject plot.

- r. That after the offer of possession, complainant was asked to pay the remaining consideration in order to execute the conveyance deed, however the complainant miserably failed to do so, and the conveyance deed was finally executed on 09.01.2025 i.e. almost after 6 months from the offer of possession.
- s. That the project in question has already been completed, the occupation certificate was obtained on 03.06.2024, the possession was offered on 06.06.2024 and the project was completed. Moreover, 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.
- t. That 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 Ld. Authority that the complainant is trying to hoodwink the Ld. Authority by placing untrue facts and are attempting to hide the true colour of intention by concealing the material fact qua the execution of the conveyance deed on 09.01.2025 prior to filing of the Complaint.
- u. 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.

v. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Ld. Authority. That the present complaint is an utter abuse of the process of law and hence deserves to be dismissed.

11. 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 these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

12. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

14. 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.

15. 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 relief sought by the complainant.

- F.I The respondent be directed to handover physical possession of the Flat No. B-1607 in Block/Tower B having carpet area of 594.065 Sq. Feet on 16th Floor and a Balcony having area of 82.151 Sq. Feet along with Two-Wheeler Open Parking along with interest.
- F.II It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.
- F.III It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.
16. In the present complaint, the complainant 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."

17. Clause 5 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

5. Possession

Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, 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 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.

18. **Admissibility of delay possession charges at prescribed rate of interest:**

Proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. 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.

19. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, 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.
20. 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., 21.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
21. 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;"*

22. 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 the complainant in case of delayed possession charges.

23. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 5 of the Apartment Buyer's Agreement dated 05.08.2021 executed between the parties, the possession of the subject apartment was to be delivered on or before 20.12.2023. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.
24. 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. 20.12.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

F.II Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.

25. 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.

F.III Direct the respondent not to charge any maintenance for a period of 5 years.

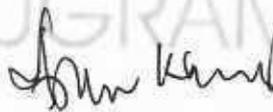
26. The respondent is directed to charge the maintenance/use/utility charges from the complainant/allottee as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

G. Directions of the Authority

27. 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 interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 20.12.2023 till offer of possession plus 2 months or actual handing over of possession whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.
- ii. The arrears of such interest accrued from 20.12.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- 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 allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - v. The respondent is directed to hand over possession of the subject unit to the Complainant/Allottee, upon payment of outstanding dues, if any, after obtaining the Occupancy Certificate. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainant, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.
 - vi. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
 29. The complaint and application, if any, stands disposed of.
 30. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 21.11.2025