

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

Date of Order: 12.03.2026

Name of the Builder		M/s Signature Global (India) Private Limited	
Project Name		The Millennia at sector 37D, Gurgaon, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/4232/2025	Arun Singh Vs. M/s Signature Global (India) Pvt. Ltd.	Shri Akash Godhvani (Advocate) Shri Venket Rao (Advocate)
2.	CR/3405/2025	Ramesh Kumar and Geeta Vs. M/s Signature Global (India) Pvt. Ltd.	Shri Satish Tanwar (Advocate) Shri Venket Rao (Advocate)
3.	CR/3403/2025	Jasbir Singh Vs. M/s Signature Global (India) Pvt. Ltd.	Shri Satish Tanwar (Advocate) Shri Venket Rao (Advocate)

CORAM:

Shri Phool Singh Saini

Member**ORDER**

1. This order shall dispose of the aforesaid 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, **"The Millennia" situated at Sector-37 D, Gurugram** being developed by the same respondent/promoter i.e., **"M/s Signature Global (India) Private Limited."** The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking delay possession charges.
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:

Project Name and Location	"The Millennia" at sector 37D, Gurugram, Haryana
Project area	9.7015625 acres
DTCP License No. and validity	04 of 2017 dated 02.02.2017 Valid up to 01.02.2022
HRERA Registered	Registered 03 of 2017 dated 20.06.2017
Date of approval of building plans	08.06.2017 (taken from CR/5581/2023 of same project)
Date of environment clearance	21.08.2017 (taken from CR/5581/2023 of same project)
Possession Clause	5. Possession <i>"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</i>

	<i>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."</i> <i>(Emphasis supplied)</i>
Due date of possession	21.02.2022 (21.08.2021 + 6 months) (Calculated from the date of environment clearance being later including grace period of 6 months in lieu of COVID-19)
Occupation certificate	25.01.2023

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Allotment letter And Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession (OOP) / Possession Certificate (PC)/ Conveyance Deed (CD)
1.	CR/4232/2025 Arun Singh Vs. Signature Global (India) Pvt. Ltd. DOF: 11.08.2025 Reply: 30.10.2025	10-1901, tower - 10, 19 th floor Carpet area- 519.229 sq. ft. Balcony area - 79.653 sq. ft. (Page no. 31 of complaint)	AL: - 01.11.2017 (Page no. 26 of complaint) BBA: - 27.04.2018 (Page no. 31 of complaint)	TSC- Rs.23,84,690/- AP- Rs.23,84,690/- (As per customer ledger dated 24.10.2025 at page no. 138 of reply)	OOP - 23.03.2023 (Page no. 94 of reply) PC - 28.04.2023 (Page no. 135 of reply) CD- 28.04.2023 (Page no. 99 of reply)
2.	CR/3405/2025 Ramesh Kumar and Geeta Vs. Signature Global (India) Pvt. Ltd. DOF: 04.08.2025 Reply: 30.10.2025	6-401, tower - 6, 4 th floor Carpet area- 519.229 sq. ft. Balcony area- 79.653 sq. ft. (Page no. 29 of complaint)	AL: - 01.11.2017 (Page no. 52 of complaint) BBA: - 04.12.2017 (Page no. 26 of reply)	TSC- Rs.21,16,742.50/- (As per clause 4.1 of the BBA at page no. 36 of reply) AP- Rs.28,23,837.30/- (As alleged by the complainants at page no. 10 of complaint)	OOP - 01.02.2023 (Page no. 53 of complaint) PC - 24.04.2023 (As alleged by the respondent in its reply at page no. 9 of reply) CD- 24.04.2023 (Page no. 74 of reply)
3.	CR/3403/2025	6-308, tower - 6, 3 rd floor	AL: - 01.11.2017	TSC- Rs.23,84,689/-	OOP - 23.03.2023

	<p>Jasbir Singh Vs. Signature Global (India) Pvt. Ltd.</p> <p>DOF: 04.08.2025 Reply: 03.11.2025</p>	<p>Carpet area - 519.229 sq. ft. Balcony area - 79.653 sq. ft.</p> <p>(Page no. 32 of complaint)</p>	<p>(Page no. 67 of complaint)</p> <p>BBA: - 01.03.2018</p> <p>(Page no. 20 of reply)</p>	<p>AP- Rs.24,03,145/-</p> <p>(As per customer ledger dated 14.10.2025 at page no. 107 of reply)</p>	<p>(Page no. 68 of complaint)</p> <p>PC - 01.05.2023 (Page no. 106 of reply)</p> <p>CD- 01.05.2023 (Page no. 70 Of Reply)</p>
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The complainants in the above complaints have sought the following reliefs:

1. Direct the respondent to pay the delay possession charges/interest on paid amount to the complainant.
2. Direct the respondent to refund the Skyfull Maintenance charges.
3. Direct the respondent to refund the charges which is not part of the Buyer's agreement.
4. Direct the respondent not to charge the amount of Skyfull maintenance charges for a period of 5 years.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
TSC	Total sale consideration
AP	Amount paid by the allottee/s
OOP	Offer of Possession
PC	Possession Certificate
CD	Conveyance Deed

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking delayed possession charges.
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.
6. 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/4232/2025 titled as "Arun Singh Vs. M/s Signature Global (India) Pvt. Ltd."** 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.

7. 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/4232/2025 titled as "Arun Singh Vs. M/s Signature Global (India) Private Limited"

S. No.	Particulars	Details
1.	Name of the project	"The Millennia, Sector 37 D Gurugram
2.	Nature of project	Affordable group housing
3.	RERA Registered/Not registered	Registered 03 of 2017 dated 20.06.2017
4.	Allotment letter	01.11.2017 (Page no. 26 of complaint)
5.	Unit no.	10-1901, tower - 10, 19 th floor [Page no. 31 of complaint]
	Area admeasuring	519.229 Sq. ft. (carpet area) 79.653 Sq. ft. (balcony area) (Page no. 31 of complaint)
6.	Date of flat buyer agreement	27.04.2018 (Page no. 28 of complaint)
7.	Possession clause	5. Possession <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 installments as per the Payment Plan, stamp duty and registration</i>



		<i>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 no. 40 of the complaint)</i>
8.	Date of building plan approval	08.06.2017 (taken from another case CR/5675/2022 decided on 21.09.2023 of the same project)
9.	Date of environmental clearance	21.08.2017 (taken from another case CR/5675/2022 decided on 21.09.2023 of the same project)
10.	Due date of possession	21.02.2022 (Calculated from the date of grant of EC being later including grace period of 6 months in lieu of Covid-19)
11.	Total cost	Rs.23,84,690/- (As per customer ledger dated 24.10.2025 at page no. 138 of reply)
12.	Total amount paid by the complainant	Rs.23,84,690/- (As per customer ledger dated 24.10.2025 at page no. 138 of reply)
13.	Occupation certificate	25.01.2023 (Page no. 91 of reply)
14.	Offer of possession	23.03.2023 (Page no. 94 of reply)
15.	Conveyance deed	28.04.2023 (Page no. 99 of reply)
16.	Possession letter	28.04.2023 (Page no. 135 of reply)

B. Facts of the complaint.

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

- a) That the respondent issued an advertisement announcing a residential group housing project called 'The Millenia' Sector 37D, 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.
- b) That the complainant was caught in the web of false promises of the agents of the respondent paid an initial amount of Rs.1,05,837/- to respondent. The payment was acknowledged by the respondent and complainant was allotted one unit in the said project.
- c) That the complainant received an allotment letter for the unit bearing No. T10-1901. The builder buyer agreement was executed on 27.04.2018 between the parties herein.
- d) That the complainant against the demand notices raised by the respondent has made every and every demand on time. 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. The complainant did not receive any revert from the respondent and kept excusing the complainant that the same shall be dealt and settled at the time possession on individual basis.
- e) 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 Authority 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.
- f) That the complainant contacted the respondent on several occasions and was 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 for delay in construction of the unit 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 they will 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.

- g) That after losing all hope from the respondent and having shattered and scattered dreams of owning a Home and also losing considerable amount of money (as per the buyer's agreement dated 27.04.2018). The complainant was constrained to approach the Authority for redressal of his grievance.
- h) That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the provisions of Rules, 2017. The complainant has 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 Act, 2016 and the provisions of Rules, 2017.
- i) As per clause 6.1(i) of the builder buyer's agreements dated 26.04.2018 the possession of the said unit was supposed to be delivered by 20.08.2021. As per clause 4.6 of the builder buyer's agreement, upon delay of payment by the allottees, the respondent can charge 15% simple interest per annum. On the other hand, as per clause 6.2(ii), the respondent is equally liable to pay to complainant, interest at the rate of 15% per annum for every month of delay till the handing over of the possession of the said flat within 45 days of becoming due. Whereas respondent has deliberately indulged in misstatement, prevarications and innuendos and has not paid a single penny on account of delayed compensation.
- j) Accordingly, the complainant is 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.



k) That the respondent has issued final demand notice wherein the respondent has made various unnecessary demands which are not as per the builder buyer agreement and hence are baseless, unfounded, illegal and unwarranted including the advance maintenance charges.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):

- I. Direct the respondent to pay the delay possession charges/interest on paid amount to the complainant.
 - II. Direct the respondent to refund the Skyfull Maintenance charges.
 - III. Direct the respondent to refund the charges which is not part of the Buyer's agreement.
 - IV. Direct the respondent not to charge the amount of Skyfull maintenance charges for a period of 5 years.
10. 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

11. The respondent has contested the complaint on the following grounds.

- i. That the present complaint, filed by the complainant, is nothing but an afterthought attempt of the complainant to attain undue monetary advantages at the cost of the respondent and a bundle of lies and hence liable to be dismissed as it is filed without any cause of action. It is a pertinent to mention that the present complaint has been filed by the complainant post execution of the conveyance deed way back around May, 2023.
- ii. That the complainant herein in the year 2017, being in search of an apartment learned about the affordable housing project titled as '*The Millenia*' at Sector 37D, Gurugram being developed by the respondent in



terms of the affordable housing policy, 2013. On 14.08.2017, the complainant applied for allotment of a unit in the project of the respondent vide application no. 11043 and based on the draw of lots held on 27.10.2017 in presence of the officials of DGTPC/DC Gurugram and a unit was allotted vide allotment letter dated 01.11.2017, to the complainant bearing unit no. 10-1901 in Tower 10, having carpet area of 519.229 sq. ft. & balcony area of 79.653 sq. ft. along with the two wheeler parking site and pro-rata share in the common areas.

- iii. That on 27.04.2018, a builder buyer's agreement, was executed for the said unit having a sale price of Rs.21,16,743/- 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. That the complainant had applied for the unit only after the due diligence, verification had been done and after being fully satisfied with the project.
- iv. That as per the provision of Clause 5.1 of the Agreement, the possession of the unit was proposed to be offered by Aug 2021 unless there is a delay or failure due to force majeure events. As per clause 5.1 of the said agreement the respondent is entitled for an extension of timeline affected due to *force majeure* circumstances.
- v. 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.

- vi. Further, the 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.
- vii. 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.
- viii. That in addition to the abovementioned circumstances, 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. The said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.

- ix. 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).**
- x. 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).**
- xi. 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. 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.
- xii. The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below: -

S. No.	AUTHORITIES/DATE OF ORDER	TITLE	DURATION OF BAN

1.	Environment Pollution (Prevention and Control Authority) order dated 07.11.2017		90 days
2.	Haryana State Pollution Control Board order dated 29.10.2018		01.11.2018 - 10.11.2018 (10 days)
3.	Directions vide Notification DPCC/PA to MS/2018/7919-7945 dated 24.12.2018		3 days
4.	Commissioner, Municipal Corporation, Gurugram order dated 11.10.2019		11.10.2019 - 31.12.2019 81 days
5.	Environment Pollution (Prevention and Control Authority) for NCR order dated 01.11.2019		01.11.2019 - 05.11.2019 5 days
6.	Supreme Court - 04.11.2019 - 14.02.2020	M. C. Mehta Vs. UOI WPC 13029/1985	(55days)
7.	Covid-19 extension (First Wave)- HRERA, Gurugram / 26.05.2020	Order dated 26.05.2020	6 Months extension
8.	Covid-19 extension (Second Wave) HRERA, Panchkula / 02.08.2021	Extract of the Resolution passed in the meeting dated 02.08.2021,	3 months extension
9.	Commission for Air Quality Management (NCR and Adjoining Areas)/16.11.2021	Order dated 16.11.2021	16.11.2021 to 21.11.2021 (6 days)
TOTAL			1.4yrs. (approx.)

xiii. 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. That the respondent had carried out its obligations in agreement with utmost diligence. The complaint is not maintainable as the complaint has been filed after taking the peaceful possession.

xiv. Further, after the completion of the project and receiving the occupancy certificate on 25.01.2023, the possession was offered to the complainant vide offer of possession letter dated 23.03.2023. Thereafter, conveyance deed has been executed on 28.04.2023 and the possession has been taken over by the complainant vide possession letter dated 28.04.2023. Furthermore, in the

- possession certificate, the complainant has voluntarily waived off his right by himself being satisfied of all the terms and conditions of the agreement.
- xv. 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 is evident from the statement of account wherein the payment entries show that at various occasions, the complainant had paid late payment charges due to default in making timely payments.
- xvi. 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 as provided under the agreement, is subject to various force majeure 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 is false and frivolous as the occupation certificate has been obtained and possession has been handed over to the complainant.
- xvii. That the project in question has already been completed, occupation certificate was obtained on 25.01.2023, the possession was offered on 28.03.2023, conveyance deed was executed on 05.05.2023 and possession certificate dated 05.05.2023 was issued. Therefore, 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.

12. All other averments made in the complaint were denied in toto.

13. 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

14. 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.

15. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction.

16. 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.

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

18. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Haryana State Pollution Control Board from 01.11.2018 to 10.11.2018, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labor, orders passed by National Green Tribunal and other statutory Authorities.

19. 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."

20. 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. Hence, all the pleas advanced in this regard are devoid of merits. Further, the respondent has not demonstrated whether it extended any equivalent relief to the allottees during the period of the construction ban. If the respondent did not relax the payment schedules for the allottees, its plea for relief due to delays caused by the construction ban appears unjustified.

21. In accordance with the said policy the respondent was obligated to handover the possession of the allotted 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. In the present case, the date of approval of the building plan is 08.06.2017 and environment clearance is 21.08.2017 as taken from the project details. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 21.08.2021. Further *as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.* The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 21.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for handing over possession *in view of notification no. 9/3-2020 dated 26.05.2020*, on account of force majeure conditions due to the outbreak of Covid-19 pandemic. So, in such a case the due date for handing over of possession comes out to 21.02.2022. Granting any other additional relaxation would undermine the objectives of the said policy. Further no interest shall be charged from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

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

22. The respondent has raised an objection in its reply as well as during proceeding dated 29.01.2026, that the complainant had executed the conveyance deed on

28.04.2023 and therefore, the transaction between the complainant and the respondent has been concluded and no right or liability can be asserted by respondent or the complainant against the other. Therefore, the complainant is estopped from claiming any interest in the facts and circumstances of the case.

23. In the complaint bearing no. **4031 of 2019** titled as **Varun Gupta V/s Emaar MGF Land Ltd.**, the authority has comprehensively dealt with this issue and has held that taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the buyer's agreement and upon taking possession, and/or executing conveyance deed, the complainant never gave up their statutory right to seek delayed possession charges as per the provisions of the said Act. Also, the same view has been upheld by the Hon'ble Supreme Court in case titled as **Wg. Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now Known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020**, the relevant paras are reproduced herein below:

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

premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position which the NCDRC has espoused. We cannot countenance that view.

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

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

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay the delay possession charges/interest on paid amount to the complainant.

25. In the present complaint, the complainant intend to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by them 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."

26. Clause 5.1 of the buyer's agreement (in short, the agreement) dated 27.04.2018, provides for handing over possession and the same is reproduced below:

5.1 "Within 60 (sixty) day 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 the Developer in terms of the Agreement and not being in default under any part hereof.....”
(Emphasis Supplied)

27. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so heavily loaded in favor of the promoter and against the allottees that even a single default by him in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment time period for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottees of their right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such one-sided clause in the agreement and the allottees is left with no option but to sign on the dotted lines.

28. **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. As detailed hereinabove, the authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic has allowed the grace period of 6 months to the promoter. Therefore, the due date of handing over possession comes out to be 21.02.2022.

29. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to Section 18 provides that where an allottee(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. 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%.

30. 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., 12.03.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

31. 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.

32. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges

33. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 5.1 of the buyer's agreement executed between the parties, the possession of the subject apartment was to be delivered 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. As such the due date of handing over of possession comes out to be 21.02.2022 including grace period of 6 months on account of COVID-19. However, no interest shall be charged from the complainants in case of delayed payment during this 6 months COVID-19 period from 25.03.2020 to 25.09.2020.

34. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 25.01.2023. The respondent has offered the possession of the subject unit(s) to the respective complainant after obtaining occupation certificate from competent authority. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to the fact that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 21.02.2022 till the expiry of 2 months from the date of offer of possession plus two months or actual handing over of possession, whichever is earlier.

35. The following table concludes the time period for which the complainant-allottee is entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

S.no.	Complaint no.	Due date of possession	Offer of possession	Actual Handover of Possession	Period for which the complainant is entitled to DPC
1.	CR/4232/2025	21.02.2022	23.03.2023	28.04.2023	W.e.f. 21.02.2022 till 28.04.2023



2.	CR/3405/2025	21.02.2022	01.02.2023	24.04.2023	W.e.f. 21.02.2022 till 01.04.2023
3.	CR/3403/2025	21.02.2022	23.03.2023	01.05.2023	W.e.f. 21.02.2022 till 01.05.2023

36. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the apartment buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 21.02.2022 till offer of possession plus two months or actual handing over of possession, whichever is earlier, at the prescribed rate i.e., 10.80% p.a. as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G. II Direct the respondent to refund the skyful maintenance charges.

G.III Direct the respondent to refund the charges which is not part of the Buyer's agreement.

G.III Direct the respondent not to charge the amount of skyful maintenance charges for a period of 5 years.

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

38. The respondent in the present matter has raised invoice of skyful maintenance charges amounting to through maintenance agency i.e., "Skyfull Maintenance Services Pvt. Ltd." 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 which is reproduced as under:

"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."

39. It is pertinent to mention here that the authority on 11.04.2022 requested DTCP, Haryana to give clarification with respect to the issue of maintenance. In response of the said letter sent by the Authority, an email dated 29.11.2022 has been received from DTCP intimating that the issue of free maintenance of the colony in terms of Section 4(v) of the Affordable Group Housing Policy, stands referred to the Government and clarification will be issued by DTCP as and when the approvals is received from the Government.
40. As per the clarification regarding maintenance charges to be levied on affordable group housing projects being given by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it is 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.
41. Accordingly, the respondent is obligated 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. In case any amount charged extra from the complainant, same may be adjusted towards future maintenance. Further, 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.

H. Directions of the authority.



42. 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., 10.80% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession 21.02.2022 till offer of possession plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The due date of possession and the date of entitlement are detailed in table given in para 35 of this order. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.
- II. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- III. 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. In case any amount charged extra from the complainant, same may be adjusted towards future maintenance.
- 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., 10.80% 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. Further no interest shall be charged

from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

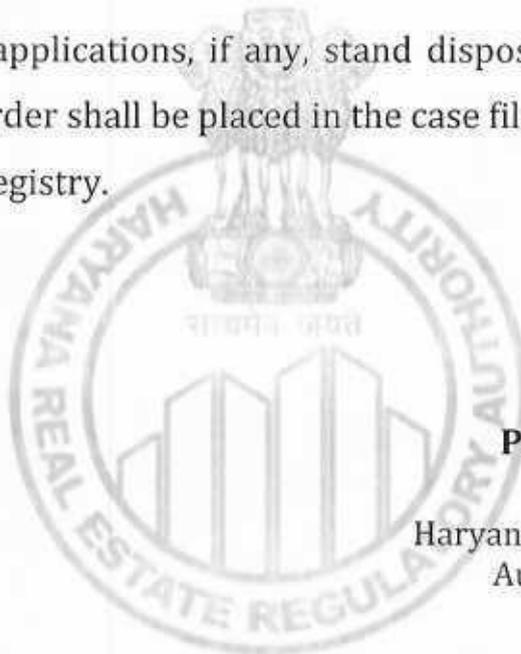
V. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

43. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

44. Complaint as well as applications, if any, stand disposed off accordingly. True certified copy of this order shall be placed in the case file of each matter.

45. Files be consigned to registry.

Dated: 12.03.2026




Phool Singh Saini
(Member)

Haryana Real Estate Regulatory
Authority, Gurugram

HARERA
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