

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

Date of Decision:

30.01.2026

NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	Case No.	Case title
1.	CR/3824/2025	Ashutosh Gupta VS Signature Infrabuild Private Limited
2.	CR/3825/2025	Preet Singh VS Signature Infrabuild Private Limited
3.	CR/3805/2025	Abhishek Bakshi and Kajal Bakshi VS Signature Infrabuild Private Limited
4.	CR/3838/2025	Sanjay Kumar Singh VS Signature Infrabuild Private Limited
5.	CR/4270/2025	Sarbjit Kaur VS Signature Infrabuild Private Limited
6.	CR/4201/2025	Sandeep Sanyal and Indra Nath Sanyal VS Signature Infrabuild Private Limited
7.	CR/4269/2025	Rajat Kedia VS Signature Infrabuild Private Limited
8.	CR/3964/2025	Gopinath Shit VS Signature Infrabuild Private Limited
CORAM:		
Shri Arun Kumar		Chairman
APPEARANCE:		
Shri Akash Godhwani		Advocate for the complainant
Ms. Anjalika Sharma		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/3824/2025 Date of filing: 18.08.2025 Reply received on 03.11.2025	A1207 tower A, 12 th floor [pg. 61 of reply] 594.065 sq. ft. Balcony area 82.151 sq. ft.	03.03.2021 [pg. 56 of reply]	20.12.2023 (calculated from the date of environment clearance) Occupation certificate: N/A Offer of possession: N/A	Rs. 24,41,510/- (As per SOA dated 13.10.2025 on page 148 of reply)	Rs. 24,41,510/- (As per SOA dated 13.10.2025 on page 148 of reply)
2.	CR/3825/2025 Date of filing: 18.08.2025 Reply received on 03.11.2025	806 tower B, 8 th floor [pg. 64 of reply] 594.829 sq. ft. Balcony area 74.401 sq. ft.	04.08.2021 [pg. 60 of reply]	20.12.2023 (calculated from the date of environment clearance) Occupation certificate: N/A Offer of possession: N/A	Rs. 24,40,682/- (As per SOA dated 13.10.2025 on page 157 of reply)	Rs. 24,40,681/- (As per SOA dated 13.10.2025 on page 157 of reply)
3.	CR/3805/2025 Date of filing: 18.08.2025 Reply received on 03.11.2025	E1806 tower E, 18 th floor [pg. 51 of reply]	07.04.2021 [pg. 46 of reply]	20.12.2023 (calculated from the date of environment clearance)	Rs. 24,11,697/- (As per SOA dated 08.10.2025 on page	Rs. 24,22,834/- (As per SOA dated 08.10.2025 on page



		586.57 3 sq. ft. Balcony area 83.055 sq. ft.		Occupation certificate: N/A Offer of possession: N/A	138 of reply)	138 of reply)
4.	CR/3838/2025 Date of filing: 18.08.2025 Reply received on 03.11.2025	D001 tower D, GF [pg. 58 of reply] 548.89 9 sq. ft. Balcony area 99.589 sq. ft.	29.10.202 0 [pg. 54 of reply]	20.12.2023 (calculated from the date of environme nt clearance) Occupation certificate: N/A Offer of possession: N/A	Rs. 22,67,799/- (As per SOA dated 03.11.2025 on page 142 of reply)	Rs. 14,17,375/- (As per SOA dated 03.11.2025 on page 142 of reply)
5.	CR/4270/2025 Date of filing: 21.08.2025 Reply received on 03.11.2025	304 tower C [pg. 51 of reply] 592.86 0 sq. ft. Balcony area 85.703 sq. ft.	23.09.202 1 [pg. 46 of reply]	20.12.2023 (calculated from the date of environme nt clearance) Occupation certificate: N/A Offer of possession: N/A	Rs. 24,38,436/- (As per SOA dated 04.08.2025 on page 141 of reply)	Rs. 23,85,486/- (As per SOA dated 04.08.2025 on page 141 of reply)



6.	CR/4201/2025 Date of filing: 21.08.2025 Reply received on 03.11.2025	1508 tower E, 15 th floor [pg. 67 of reply] 585.55 sq. ft. Balcony area 83.701 sq. ft.	21.07.2021 1 [pg. 62 of reply]	20.12.2023 (calculated from the date of environment clearance) Occupation certificate: N/A Offer of possession: N/A	Rs. 24,07,895/- (As per SOA dated 07.10.2025 on page 155 of reply)	Rs. 24,07,896/- (As per SOA dated 07.10.2025 on page 155 of reply)
7.	CR/4269/2025 Date of filing: 21.08.2025 Reply received on 03.11.2025	1006 tower C [pg. 42 of reply] 594.82 sq. ft. Balcony area 74.401 sq. ft.	02.08.2022 2 [pg. 37 of reply]	20.12.2023 (calculated from the date of environment clearance) Occupation certificate: N/A Offer of possession: N/A	Rs. 25,98,407/- (As per SOA dated 03.11.2025 on page 132 of reply)	Rs. 23,38,568/- (As per SOA dated 03.11.2025 on page 132 of reply)
8.	CR/3964/2025 Date of filing: 21.08.2025 Reply received on 03.11.2025	A 506, tower A [pg. 36 of complaint]	28.02.2022 1 [pg. 30 of complaint]	20.12.2023 (calculated from the date of environment clearance)	Rs. 24,40,682 (As per SOA dated 08.10.2025 on page	Rs. 24,37,595 (As per SOA dated 08.10.2025 on page

	594.82 9 sq. ft.		Occupation certificate: N/A	153 of reply)	153 of reply)
	Balcon y area 74.401 sq. ft.		Offer of possession: N/A		

Relief sought:

1. Possession along with interest.

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/3824/2025 titled as Ashutosh Gupta 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/3824/2025 titled as Ashutosh Gupta 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
5.	Unit no.	A1207 tower A, 12 th floor [pg. 61 of reply]
6.	Unit admeasuring	594.065 sq. ft. Balcony area 82.151 sq. ft.
7.	Date of application	25.08.2020 [pg. 61 of reply]
8.	Date of execution of registered agreement for sale	03.03.2021 [pg. 56 of reply]
9.	Date of building plan	30.09.2019
10.	Date of environment clearance	20.12.2019
11.	Possession clause	<p><i>5. Possession</i></p> <p><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</i></p>

		<i>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 Allotee(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>
12.	Due date of delivery of possession	20.12.2023 (calculated from the date of environment clearance)
13.	Total sale consideration	Rs. 24,41,510/- (As per SOA dated 13.10.2025 on page 148 of reply)
14.	Total amount paid by the complainant	Rs. 24,41,510/- (As per SOA dated 13.10.2025 on page 148 of reply)
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. In 2019, the Respondent Company issued an advertisement announcing a residential group housing project titled 'Signature Global Aspire', Sector 95, Gurugram, Haryana, in terms of the provisions of the Affordable Group Housing Policy, 2013, and invited applications from

- prospective buyers for allotment in the said project. The Respondent confirmed that the project had obtained Building Plan Approval from the competent authority.
- II. That the Complainant, being influenced by the representations of the agents of the Respondent Company, paid an initial amount of Rs. 1,20,867/- (Rupees One Lakh Twenty Thousand Eight Hundred Sixty-Seven only). The payment was duly acknowledged by the Respondent, and the Complainant accordingly submitted the application form for one unit. Subsequently, one unit was allotted to the Complainant in the said project.
 - III. That the Complainant received an Allotment Letter for Unit No. A-1207. That the Complainant, relying upon the representations of the Respondent Company, duly executed the Builder Buyer Agreement on 03rd March, 2021.
 - IV. That the Complainant, against the demands raised by the Respondent, has paid a total sum of Rs. 24,41,510/- in favour of the Respondent. That in terms of Schedule "B" of the Builder Buyer Agreement, the Complainant has made payments as per the agreed payment plan.
 - V. That the Complainant sent multiple email communications and made several calls requesting the Respondent for possession of the said unit and clarification regarding delayed interest. However, no satisfactory response was received. The Respondent repeatedly stated that the matter would be addressed at the time of possession on an individual basis.
 - VI. That the Respondent, despite being fully aware of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017, as well as the

- interest to which the Complainant is entitled, has failed to pay delayed compensation in terms of Clause 6.2(ii) of the Builder Buyer Agreement.
- VII. That the Complainant contacted the Respondent on several occasions and remained in regular communication regarding the progress of construction. However, the Respondent failed to provide any satisfactory or definite response regarding the status of construction or delivery of possession. Various reasons, including the COVID-19 pandemic and alleged paucity of funds, were cited for the delay.
- VIII. That, having lost all hope from the Respondent Company and having suffered financial loss and mental distress, the Complainant is constrained to approach this Hon'ble Authority for redressal of his grievance.
- IX. That the Respondent is guilty of deficiency in service within the meaning of the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017. The Complainant has suffered on account of such deficiency, and the Respondent is liable to remedy the same in accordance with law.
- X. That the present complaint sets out various deficiencies in service and unfair and/or restrictive trade practices adopted by the Respondent. Despite advertising the project with the slogan "PAYE KIRAYE SE AZADI", the Respondent has failed to deliver possession within the promised timeframe. The Respondent has failed to maintain transparency, adhere to contractual obligations, and deliver the promised services, thereby breaching the Builder Buyer Agreement and the Affordable Housing Policy, 2013.
- XI. That as per Clause 5.1 of the Builder Buyer Agreement dated 03rd March, 2021, possession of the unit was to be delivered by 20th

December, 2023. However, as of the filing of this complaint, possession has not been offered, resulting in a delay of approximately one year.

- XII. That as per Clause 4.6 of the Agreement, the Respondent is entitled to charge interest on delayed payments by the Allottees. Correspondingly, under Clause 6.2(ii), the Respondent is liable to pay interest at the prescribed rate under Rule 15 of the HARERA Rules, 2017 for every month of delay until possession is handed over. However, the Respondent has failed to pay any such compensation.
- XIII. That it has been held by the Hon'ble NCDRC that an offer of possession conditional upon payment of charges not stipulated in the Agreement cannot be considered a valid offer of possession.
- XIV. That there is no parity in the remedies available to the Complainant and the Respondent, which reflects unfair and one-sided contractual terms.
- XV. That the Respondent has raised unlawful and unjustified demands, including advance maintenance charges, in violation of Clause 4(v) of the Affordable Housing Policy, 2013. "Signature Global Aspire" project was launched in 2019 with assurances of timely delivery. However, despite receiving substantial payments, the Respondent has failed to hand over possession, resulting in a delay of more than one year.
- XVI. That the Respondent has utilized the funds collected from the Complainant for its own benefit, including in other projects, which has contributed to the delay in completion of the project. That as per various judgments of the HARERA, the Complainant is entitled to delayed possession charges at the prescribed rate of interest from the due date of possession till actual possession, which has not been provided by the Respondent till date. In case any outstanding payments are due from the Complainant, the same may be adjusted

against the interest payable for the delayed period. Accordingly, the Complainant is entitled to receive the balance amount from the Respondent towards delay compensation.

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 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 hereunder 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 Ld. 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 at the very threshold. The correct facts are set out in the succeeding paras of the present reply.
- c. 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 (*hereinafter referred to as 'Project'*), being developed by the Respondent in terms of the Affordable Housing Policy, and the same was advertised in 2019. That on 25.08.2020, the Complainant vide Application Number 11993 applied for booking a unit in the project of the Respondent post being impressed with the specifications of the Project with a desire to secure the allotment of an apartment/unit in the aforesaid Project. It is submitted that prior to making the booking, the complainant conducted extensive and independent enquiries with regards to the project and it was only after he was fully satisfied about all aspects of the projects, he took an independent and informed decision, uninfluenced in any manner by the Respondent, to book the unit in question.
- d. That pursuant to the application, draw of lots held on 10.11.2020 in the presence of the officials of DTCP/DC, Gurugram, a flat bearing no. 1207 in Block/Tower A having carpet area 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 (*Hereinafter referred to as "Unit/said Unit"*) was allotted to the Complainant. (*Ref. Recital H of the Agreement*).
- e. That on 03.03.2021, a Flat Buyer's Agreement (*hereinafter referred to as 'Agreement'*), was executed for the said unit having Sale Price of Rs. 24,17,335.5/- 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. 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. It is most respectfully submitted that the rights and obligations of the parties are completely and entirely determined by the covenants incorporated in the Buyer's Agreement which continues to be binding upon the parties thereto, with full force and effect. It is important to note that 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 six-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 law(s). 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 circumstances and events.

- h. 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 and thus, the possession was proposed to be offered on or before 20.12.2023. However, the said date is entitled to be extended due to various *force majeure* circumstances.
- i. At this stage it is important to note that 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. It is noteworthy, that the Respondent was gravely affected by the various construction bans and lockdown imposed by the union and state authorities due to the effects of Covid 19 upon real estate sector. 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.

- j. 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, NGT 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.
- k. 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.

- l. 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. 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.
- m. That it is note 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.

- n. 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.
 - o. 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.
 - p. 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 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., 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

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.,10.80% 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 03.03.2021 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 @10.80% 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.

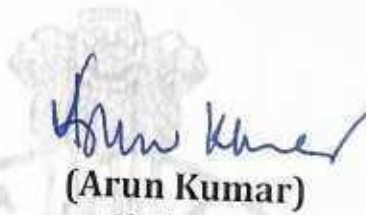
26. The respondent is directed to charge the maintenance/use/utility charges from the complainant/allottee as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

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 10.80% 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., 10.80% 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: 30.01.2026

HARERA
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