

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

Date of Order: 12.02.2026

Name of the Builder		M/s Signature Infrabuild Private Limited	
Project Name		"Signature Global Aspire" at sector 95, Gurgaon, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/4621/2025	Vijay Singh Vs. M/s Signature Infrabuild Private Limited	Shri Akash Godhvani (Advocate) Shri Venket Rao (Advocate)
2.	CR/4625/2025	Sirin Vs. M/s Signature Infrabuild Private Limited	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, "*Signature Global Aspire*" situated at Sector-95, Gurugram being developed by



the same respondent/promoter i.e., "**M/s Signature Infrabuild 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	"Signature Global Aspire" at sector 95, Gurugram, Haryana
Project area	5.1125 acres
DTCP License No. and validity	73 of 2019 dated 04.07.2019 Valid up to 03.07.2025
HRERA Registered	Registered 69 of 2019 dated 14.11.2019
RERA extension under section 6 of the Act	Further extended vide extension no.02 of 2024 dated 29.04.2024 Valid till 30.04.2025
Continuation of registration under section 7(3) of the Act	Continuation under section 7(3) of the Act vide no RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/10 dated 06.05.2025
Date of approval of building plans	30.09.2019 (As per similar complaint of same project bearing no. 5382/2022)
Date of environment clearance	20.12.2019 (As per similar complaint of same project bearing no. 5382/2022)
Possession Clause	5. Possession <i>"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 charges, the Developer shall offer possession of the</i>

	<i>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	20.12.2023 (Calculated as 4 years from date of grant of environmental clearance being later i.e., 20.12.2019 as per policy of 2013)
Occupation certificate	Not obtained
Offer of possession	Not offered

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
1.	CR/4621/2025 Vijay Singh Vs. Signature Infrabuild Private Limited DOF: 01.09.2025 Reply: 03.12.2025	A-806, 8 th floor, in Tower A Carpet area- 594.829 sq. ft. Balcony area - 74.401 sq. ft. (Page no. 36 of complaint)	AL: - 19.04.2022 (Page no. 30 of complaint) BBA: - 20.05.2022 (Page no. 31 of complaint)	TSC- Rs.25,98,407/- AP- Rs.23,38,567/- (As per customer ledger dated 17.11.2025 at page no. 123 of reply)
2.	CR/4625/2025 Sirin Vs. Signature Infrabuild Private Limited DOF: 01.09.2025 Reply: 13.11.2025	C-902, 9 th floor, in Tower C Carpet area- 594.065 sq. ft. Balcony area- 82.151 sq. ft. (Page no. 35 of complaint)	AL: - 12.08.2022 (Page no. 30 of complaint) BBA: - 31.08.2022 (Page no. 33 of complaint)	TSC- Rs. 26,02,994/- (including tax) AP- Rs. 26,37,095/- (As per SOA dated 11.11.2025 on page no. 105 of reply)

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/4621/2025 titled as "Vijay Singh Vs. M/s Signature Infrabuild Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details.

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/4621/2025 titled as "Vijay Singh Vs. M/s Signature Infrabuild Private Limited"

S. No.	Particulars	Details
1.	Name of the project	"Signature Global Aspire", Sector 95, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	5.1125 acres
4.	DTCP license no.	73 of 2019 dated 04.07.2019 Valid up to 03.07.2025
5.	RERA Registered/ not registered	Registered vide no. 69 of 2019 dated 14.11.2019 Valid up to 29.04.2024 (including 6 months of COVID-19) and amended on 29.01.2024
6.	RERA extension under section 6 of the Act	Further extended vide extension no.02 of 2024 dated 29.04.2024 Valid till 30.04.2025



7.	Continuation of registration under section 7(3) of the Act	Continuation under section 7(3) of the Act vide no RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/10 dated 06.05.2025
8.	Allotment letter	19.04.2022 (Page no. 30 of complaint)
9.	Unit no.	A-806, 8 th floor, in Tower A (Page no. 36 of complaint)
10.	Unit area admeasuring	594.829 sq. ft. (carpet area) 74.401 sq. ft. (balcony area) (Page no. 36 of complaint)
11.	Date of execution of Apartment Buyer's Agreement	20.05.2022 (Page no. 31 of complaint)
12.	Possession clause as per BBA	<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 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 environmental clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."</i> (Page no. 48 of complaint)
13.	Possession clause in Affordable Housing Policy	<i>1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.</i>
14.	Date of approval of building plans	30.09.2019 (As per similar complaint of same project bearing no. 5382/2022)
15.	Date of environmental clearance	20.12.2019

		(As per similar complaint of same project bearing no. 5382/2022)
16.	Due date of possession	20.12.2023 (Calculated as 4 years from date of grant of environmental clearance being later i.e., 20.12.2019 as per policy of 2013)
17.	Total sale consideration	Rs.25,98,407/- (including tax) (As per SOA dated 17.11.2025 on page no. 123 of reply)
18.	Amount paid by the complainant	Rs.23,38,567/- (As per SOA dated 17.11.2025 on page no. 123 of reply)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

B. Facts of the complaint.

8. The complainant has made following submissions in the complaint:
- 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.
 - That the complainant was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs.1,28,634/-. The payment was acknowledged by the respondent and accordingly filled application form for one unit. The complainant received an allotment letter for the unit bearing no. A-806.
 - That the complainant caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 20.05.2022.



- d) That the complainant against the demand notices raised by the respondent have paid a total sum of Rs.23,38,567/- in favour of the respondent. In terms of Schedule "B" of builder buyer agreement, the complainant has made the payments as per the payment plan.
- e) 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. With great regret 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 of possession on individual basis.
- f) That the respondent being very well aware of the guidelines laid in The Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017, and the interest the complainant is entitled for as well as being aware of plethora of judgments issued by the Haryana Real Estate Regulatory Authority, Gurugram, the respondent has not given the complainant the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA.
- g) 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 complainant 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. 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 (20.05.2022)). Hence, the complainant is constrained to approach this Authority for redressal of his grievance.

- h) That the respondent is guilty of deficiency in service within the purview of provisions of the Act and the Rules. 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 Rules, 2017.
- i) 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 and the provisions allied to it. Despite advertising the project "Paye Kirya Se Azadi" the respondent failed to deliver the possession of the unit within the promised time frame. The respondent not only failed to adhere to the terms and conditions of buyer's agreement dated 20.05.2022 and affordable housing policy 2013 but has also illegally extracted money from the complainant by stating false promises and statements.
- j) That as per clause 5.1(i) of the builder buyer's agreements, which was signed on 20.05.2022, the possession of the said unit was supposed 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.
- k) That under clause 4.6 of the builder buyer's 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 to complainant, interest at the rate specified in Rule 15 of the HARERA Rules, 2017 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.

- l) That the Hon'ble NCDRC, New Delhi in many cases has held that offering of possession, conditional on the payment of charges which the unit buyer is not contractually bound to pay as per the BBA, cannot be considered to be a valid offer of possession. In any case if builder creates an agreement which is not ethically correct or entraps the complainant in feeble situation can't be held valid.
- m) That as per section 11(4) of the Act, the promoter is liable to abide by the terms and agreement of the sale. As per section 18 of the Act, the respondent is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. Accordingly, the complainant 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.
- n) That the respondent has made unnecessary demands which are not as per the builder buyer agreement and hence are baseless, unfounded, 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.
- o) The possession of the unit has not been handed over to the complainant. In case complainant has to pay any outstanding dues, same may be deducted after adjustment of interest for the delayed period. The complainant has paid the respondent a total of Rs.23,38,567/-, 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.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):
 - I. Direct the respondent to pay interest for every month of delay at the rate prescribed under rules on the entire amount paid by complainant with effect from the committed date of possession till the actual possession is delivered with proper habitable conditions.
 - II. Direct to handover physical possession of the Flat No. 806 in Block/ Tower A having carpet area of 594.829 Sq. Feet on 8th Floor and a Balcony having area of 74.401 sq. ft. along with Two-Wheeler Open Parking.
 - III. Direct the respondent not to ask for any charges which is not as per the buyer agreement, if paid, the same be refund back.
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 complainant herein in the year 2022, being in search of an apartment, learned about the Affordable Housing project titled as '*Signature Global Aspire*' at Sector 95, Gurugram, being developed by the respondent in terms of the Affordable Housing Policy, and the same was advertised in 2019.
 - ii. That on 19.04.2022, the complainant vide application No. 60016 applied for booking a unit in the project of the respondent being impressed with the specifications of the project with a desire to secure the allotment of a unit in the said project. That pursuant to the allotment of a residential flat under the



First Come First Serve Basis in terms of the amendments made in Affordable Housing Policy-2103 by the notification no. PF-27/15922 dated 05 July 2019, Gurugram a flat bearing no. **806** in Block/Tower **A** having carpet area **594.829** sq. ft. and Balcony area **74.401** sq. ft. together with the two wheeler open parking site and pro rata share on common areas was allotted to the complainant.

- iii. That on 20.05.2022, a buyer's agreement was executed for the said unit having sale price of Rs.25,72,681/- excluding all charges, taxes etc. as mentioned and agreed by the complainant under the agreement. The said agreement was signed by the complainant voluntarily with free will and consent without any demur. The complainant had applied for the unit only after the due diligence, verification done and post being fully satisfied with the project.
- iv. That as per 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.
- v. That as per clause 4.6 of the agreement, in case of delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement the allottee was bound to pay interest for the applicable period of delay at applicable rate of interest as per the applicable law(s).
- vi. That as per provision of clause 5.1 of the agreement, the possession was proposed to be offered within an estimated period of 4 years, from the approval of building plans or grant of environmental clearance, whichever is later. The said time period for offer of possession was subject to force majeure circumstances and events.

- vii. That the environmental clearance of the project was granted on 20.12.2019 and thus, possession was proposed to be offered on or before 20.12.2023, however the said date is entitled to be extended due to force majeure circumstances.
- viii. 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 liable for not performing obligations or undertaking provided therein and allottee shall not be liable for any compensation for such delay. Thus, the respondent is entitled for extension of timeline due to force majeure circumstances.
- ix. That the committed date of possession falls at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance vide Office Memorandum No. F.18/4/2020-PPD dated 13.05.2020 had considered the period of Covid-19 lockdown as force majeure circumstance and has allowed the parties to contract with an extension of 6 months period fulfilling the contractual obligations. Further, Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405 dated 13.05.2020 had considered the said Covid-19 situation as force majeure for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid-19.
- x. 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.

- xi. 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.
- xii. 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).**
- xiii. 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).**
- xiv. That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. Such delay was neither intentional nor deliberate. The respondent was bound to adhere with the order and notifications of the Courts and the Government. Also, it is



not out of the place to mention here that the Hon'ble Supreme Court in '*Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018*', keeping in view the Bans imposed by NGT and other Government Authorities etc. allowed the promoter for the grace period for completion of construction.

xv. 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	Commissioner, Municipal Corporation, Gurugram		11.10.2019 - 31.12.2019 10 days
2	Supreme Court - 04.11.2019 - 14.02.2020	M. C. Mehta Vs. UOI WPC 13029/1985	(55 days)
3	Covid-19 extension (First Wave)- HRERA, Gurugram / 26.05.2020	Order dated 26.05.2020	6 Months extension
4	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
5	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)
6	Commission for Air Quality Management (NCR and Adjoining Areas) /29.10.2022	Order dated 29.10.2022	29.10.2022 to 14.11.2022 (17 days)
7	Commission for Air Quality Management (NCR and Adjoining Areas) /04.12.2022	Order dated 04.12.2022	04.12.2022 to 07.12.2022 (4 days)
8	Commission for Air Quality Management (NCR and Adjoining Areas) /30.12.2022	Order dated 30.12.2022	30.12.2022 to 04.01.2023 (6 days)
9	Commission for Air Quality Management (NCR and Adjoining Areas) /06.01.2023	Order dated 06.01.2023	06.01.2023 to 15.01.2023 (10 days)
TOTAL			12 Months 28 days (approx.)

xvi. 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. The respondent had carried out its obligations in agreement with utmost diligence and after considering the above delay, the date to offer possession has to be extended by approximately 12 month and 28 days.



xvii. Furthermore, it is out of place to mention here that the extension has been granted to the subject project vide notification/order dated **06.05.2025** vide no. **PROJECT CONTINUATION- RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/10 DATED 06.05.2025**. It is submitted that this Authority has granted the extension to the project till **29.04.2026**. Therefore, in view of the same, the complainant is not entitled to file the present complaint.

xviii. That the complainants 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 complainants 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.

xix. 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.

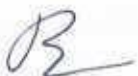
12. All other averments made in the complaint were denied in toto.

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 lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of

merit. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 20.12.2023. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the allotment letter had been issued by the respondent in favour of the complainants on 19.04.2022 and buyer's agreement was executed between the parties on 20.05.2022, which is after the effect of Covid and hence, no further grace period is allowed to the respondent.

G. Findings on the relief sought by the complainant.

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

G. II Direct to handover physical possession of the flat no. 806 in Block/ Tower A having carpet area of 594.829 sq. feet on 8th Floor and a Balcony having area of 74.401 sq. ft. along with Two-Wheeler Open Parking.

G. III Direct the respondent not to ask for any charges which is not as per the buyer agreement, if paid, the same be refund back.

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

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



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

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

(Emphasis Supplied)

22. 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.

23. **Due date of handing over possession:** As per clause 5.1 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. Accordingly, the due date of possession was 20.12.2023. Further, the respondent requested for allowing 6 months grace period in lieu of Covid-19. However, it is observed that the allotment letter had been issued by the respondent in favour of the complainants on 19.04.2022 and buyer's agreement was executed between the parties on 20.05.2022, which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.

24. **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%.

25. 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., 12.02.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

26. 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.

27. 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
28. 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 20.12.2023. Occupation certificate has also not been obtained by the respondent from the concerned authority. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities to handover the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 20.12.2023 till the expiry of 2 months from the date of valid offer of possession or till the date of actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
29. Further, as per Section 19(10) of Act of 2016, the allottee is under an obligation to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. Therefore, the respondent shall handover the possession of the allotted unit as per specification of the buyer's agreement entered into



between the parties, after obtaining of occupation certificate from the competent authority under Section 11(4)(b) read with Section 17 of the Act, 2016.

H. Directions of the authority.

30. 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 20.12.2023 till offer of possession plus two months or actual handover of possession, whichever is earlier, as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- II. The arrears of such interest accrued from 20.12.2023 till the date of order by the authority shall be paid by the promoter to the allottees 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. The respondent shall handover the physical possession of the allotted unit as per specification of the buyer's agreement entered into between the parties, after obtaining of occupation certificate from the competent authority in terms of Section 11(4)(b) read with Section 17 of the Act, 2016.
- IV. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months after obtaining occupation certificate from the competent authority, upon payment of outstanding dues and requisite stamp duty by the



complainant as per norms of the state government as per Section 17 of the Act, 2016.

- V. 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.
- VI. The respondent is directed to charge the maintenance/use/utility charges from the complainant-allottees as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.
- VII. 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. The respondent is not entitled to charge any amount against holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.
31. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
32. Complaint as well as applications, if any, stand disposed off accordingly.
33. Files be consigned to registry.

Dated: 12.02.2026



Phool Singh Saini
(Member)
Haryana Real Estate Regulatory
Authority, Gurugram