

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM
Date of Decision:
22.05.2026

Name of the Builder/Respondent		Signature Global (India) Pvt. Ltd.	APPEARANCE
S. No.	Case No.	Case title	
1.	CR/5656/2025	Sandeep Bhatt Vs. Signature Global (India) Pvt. Ltd.	Shri Akash Godhwani [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
2.	CR/5659/2025	Mukesh Kumar Vs. Signature Global (India) Pvt. Ltd.	Shri Akash Godhwani [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
3.	CR/5645/2025	Sushma Pandey Vs. Signature Global (India) Pvt. Ltd.	Shri Akash Godhwani [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
4.	CR/6575/2025	Sandeep Kumar Bera Vs. Signature Global (India) Pvt. Ltd.	Shri Krishan Mohan [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
5.	CR/6561/2025	Ruchi Singhal Vs. Signature Global (India) Pvt. Ltd.	Shri Krishan Mohan [Advocate for the complainant]

			Shri Venket Rao [Advocate for the respondent]
6.	CR/6513/2025	Kuber Singh Mehra Vs. Signature Global (India) Pvt. Ltd.	Shri Krishan Mohan [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
CORAM:			
Shri Arun Kumar			Chairman

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, "The Millenia, sector-37D, Gurugram, Haryana" being developed by the respondent/promoter i.e., Signature Global (India) Pvt. Ltd. The issue involved in all 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 delay possession charges at prescribed rate of interest.



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:

5. POSSESSION

5.1 Within 60 (sixty) days from the date issuance of occupation Certificate the Developer shall offer the possession of the Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with its obligations, formalities or documentation as prescribed by the Developer in terms of Agreement and not being in default under 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."

- **Date of approval of building plans: 08.06.2017**
- **Date of approval environmental clearance: 21.08.2017**
- **Occupation certificate received dated: 25.01.2023**

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/5656/2025 Filed on: 30.10.2025 Reply received: 06.03.2026.	11-2201. Tower-11 Area: 519.229 sq. ft. Balcony area: 79.653 sq. ft.	15.12.2017 [page 31 of complaint]	21.08.2021 [Calculated from the date of environmental clearance] Offer of possession: 08.02.2023 CD executed on 09.08.2023 Possession certificate on 09.08.2023	Rs. 23,07,253 /- [as per SOA dated 30.12.2025 at page 352 of reply]	Rs. 20,22,273/- [as per SOA dated 30.12.2025 at page 352 of reply]



2.	CR/5659/2025 Filed on: 30.10.2025 Reply received: 11.02.2026	1106, 11 th floor, Tower-11 585.944 sq. ft. Balcony area: 79.545 sq. ft.	22.11.2017 [page 32-70 of complaint]	21.08.2021 [Calculated from the date of environmental clearance] Offer of possession: 28.03.2023 CD executed on 02.06.2023	Rs. 26,79,693/- [as per SOA dated 30.12.2025 at page 176 of reply]	Rs. 26,77,444/- [as per SOA dated 30.12.2025 at page 176 of reply]
3.	CR/5645/2025 Filed on: 30.10.2025 Reply received: 11.02.2026	5-602, Tower-5 596.126 sq. ft. Balcony area: 79.653 sq. ft.	05.12.2017 [page 30 of complaint]	21.08.2021 [Calculated from the date of environmental clearance] Offer of possession: 03.02.2023 CD executed on 26.04.2023	Rs. 27,24,785/- [as per SOA dated 30.12.2025 at page 138 of reply]	Rs. 27,21,843/- [as per SOA dated 30.12.2025 at page 138 of reply]
4.	CR/6575/2025 Filed on: 14.01.2026 Reply received: 10.04.2026	101, T3, 1 st floor	01.12.2017 [page 50-89 of reply]	21.08.2021 [Calculated from the date of environmental clearance] Offer of possession: 01.02.2023 CD executed on 02.08.2023	Rs. 23,07,253/- [as per SOA dated 28.01.2026 at page 167 of reply]	Rs. 20,21,493/- [as per SOA dated 28.01.2026 at page 167 of reply]



5.	CR/6561/2025 Filed on: 14.01.2026 Reply received: 10.04.2026	7-601, T-7 Area of the unit: 519.229 sq. ft. 79.653 sq. ft. balcony area	16.02.2018 [page 23-62 of reply]	21.08.2021 [Calculated from the date of environmental clearance] Offer of possession: 18.04.2023 CD executed on 29.07.2023	Rs. 23,84,689 /- [as per SOA dated 31.01.2026 at page 149 of reply]	Rs. 24,80,590/- [as per SOA dated 31.01.2026 at page 149 of reply]
6.	CR/6513/2025 Filed on: 14.01.2026 Reply received: 10.04.2026	4-706, Tower-4, 7 th floor 585.944 sq. ft. 79.545 sq. ft. balcony area	13.12.2017 [page 35 of reply]	21.08.2021 [Calculated from the date of environmental clearance] Offer of possession: 16.02.2023 CD executed on 09.05.2023	Rs. 26,79,694 /- [as per SOA dated 27.01.2026 at page 182 of reply]	Rs. 26,80,705/- [as per SOA dated 27.01.2026 at page 182 of reply]
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 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. Out of the above-mentioned cases, the particulars of case **CR/5656/2025** titled as **Sandeep Bhatt vs. Signature Global (India) Pvt. Ltd.** 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:

S.N.	Particulars	Details
1.	Name of the project	The Millenia, sector-37D
2.	Nature of the project	Affordable housing Project
3.	Project area	9 acres
4.	License no.	4 OF 2017 dated 08.06.2017 valid upto 01.02.2022
5.	RERA registered or not	03 of 2017 dated 20.06.2017 valid upto 21.08.2021
6.	Registered Agreement for sale	15.12.2017 [page 31 of complaint]
7.	Unit no.	11-2201. Tower-11
8.	Area of the unit	519.229 sq. ft. Balcony area: 79.653 sq. ft.
9.	Possession clause	5. POSSESSION <i>5.1 Within 60 (sixty) days from the date issuance of occupation Certificate the</i>



		<p><i>Developer shall offer the possession of the Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with its obligations, formalities or documentation as prescribed by the Developer in terms of Agreement and not being in default under 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."</i></p>	
10.	Total sale price	Rs. 23,07,253/- [as per SOA dated 30.12.2025 at page 352 of reply]	
11.	Paid up amount	Rs. 20,22,273/- [as per SOA dated 30.12.2025 at page 352 of reply]	
12.	Date of approval of building plans	08.06.2017	
13.	Date of approval environmental clearance	21.08.2017	
14.	Due date of possession	21.08.2021 [Calculated from the date of environmental clearance]	
15.	OC dated	25.01.2023	

		[PAGE 307-309 OF reply]	
16.	Intimation of possession	08.02.2023 [Page 310-313 of reply]	
17.	CD executed on	09.08.2023 [Page 310-348 of reply]	
18.	Possession certificate on	09.08.2023 [Page 349 of reply]	

B. Facts of the complaint.

7. The complainant has made the following submissions in the complaint:
- I. That the Respondent Company issued an advertisement announcing a Residential Group Housing Project titled "*The Millenia*" at Sector 37D, Gurugram, Haryana, under the provisions of the Affordable Group Housing Policy, 2013. Through this advertisement, applications were invited from prospective buyers for allotment in the said project. The Respondent represented that the project had received the necessary Building Plan Approval from the competent authority.
 - II. That the Complainants, relying upon the representations and assurances made by the agents of the Respondent Company, applied for allotment and paid an initial amount of ₹1,05,837/-. The said payment was duly acknowledged by the Respondent, and a unit in the aforementioned project was allotted to the Complainants.
 - III. That the Complainants received an Allotment Letter for Unit No. T11-2201. Subsequently, relying on the promises and representations made



by the Respondent, the Complainants executed a Builder Buyer Agreement dated 07.12.2017. Pursuant to various demand notices issued by the Respondent, the Complainants paid a total sum of ₹23,84,690/-.

- IV. That the Complainants made repeated communications through emails and phone calls seeking updates regarding possession of the said unit. However, the Respondent consistently delayed the matter, assuring that any delay compensation would be addressed at the time of possession on an individual basis.
- V. That 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 various judgments of the Haryana Real Estate Regulatory Authority, Gurugram, the Respondent failed to pay the Complainants the interest due for delayed possession as per Clause 6.2(ii) of the Builder Buyer Agreement. On the contrary, the Respondent charged interest from the Complainants for delayed payments.
- VI. That the Complainants continuously pursued the Respondent regarding the progress of construction and delivery timeline. However, the Respondent failed to provide any satisfactory explanation for the delay and remained non-committal regarding possession. The Respondent cited reasons such as the COVID-19 pandemic and financial constraints, which were vague and unsubstantiated.

- VII. That, having exhausted all remedies and lost hope due to continuous delays, financial loss, and unfulfilled promises, the Complainants have been compelled to approach this Hon'ble Authority for redressal of their grievances.
- VIII. That the Respondent is guilty of deficiency in service under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017. The Complainants have suffered considerable loss due to such deficiency, and the Respondent is liable to compensate the same.
- IX. That the present complaint highlights the various deficiencies in service and unfair trade practices adopted by the Respondent. The Respondent has failed to adhere to the terms of the Builder Buyer Agreement dated 07.12.2017 and the Affordable Housing Policy, 2013, and has unlawfully extracted money from the Complainants based on false assurances.
- X. That under Clause 4.6 of the Agreement, the Respondent is entitled to charge interest @15% per annum for delayed payments by the allottees. Conversely, as per Clause 6.2(ii), the Respondent is equally liable to pay interest @15% per annum for delay in handing over possession. Despite this, the Respondent has failed to pay any compensation for delay while continuing to charge interest from the Complainants.
- XI. That it has been held by the Hon'ble NCDRC, New Delhi, in several judgments that an offer of possession subject to payment of charges not



stipulated in the Agreement cannot be considered a valid offer of possession. Any such imposition is arbitrary and unlawful.

- XII. That there exists no parity in remedies available to the parties, clearly indicating unfair and biased trade practices adopted by the Respondent.
- XIII. That under Section 11(4) of the RERA Act, 2016, the promoter is obligated to comply with the terms of the Agreement for Sale. Accordingly, the Complainants are entitled to interest on the amount paid from the due date of possession until the actual handing over of possession.
- XIV. That the Respondent has issued a final demand notice raising several charges not contemplated under the Builder Buyer Agreement, including advance maintenance charges. Such demands are arbitrary, unlawful, and in violation of Clause 4(v) of the Affordable Housing Policy, 2013. The Respondent is obligated to provide maintenance services as per applicable laws, and the charges levied are unjustified.
- XV. That the grievance of the Complainant pertains to breach of contractual obligations, false assurances, grossly unfair trade practices, and deficiency in services on the part of the Respondent in relation to the unit allotted to the Complainant. The Respondent has also raised certain demands which are not in accordance with the Builder Buyer Agreement and are therefore illegal and unjustified.
- XVI. That it is an undisputed fact that the Complainant has paid a total sum of ₹23,84,690/- to the Respondent towards the said unit. That as per Clause 6.1(i) of the Builder Buyer Agreement dated 07.12.2017, the



- possession of the said unit was to be delivered on or before 20.08.2021. However, the Respondent has failed to adhere to the agreed timeline.
- XVII. That the project "*The Millenia*" was launched in the year 2017 with assurances of timely delivery, and substantial funds were collected from the allottees. Despite receiving more than the agreed consideration, the Respondent has delayed the possession by more than 30 months.
- XVIII. That the Complainant submits that the Respondent has unfairly diverted funds collected for the project for its own benefit and for use in other projects. Such conduct has resulted in inordinate delay in completion of the project. The Respondent, who would otherwise be liable to pay substantial interest on borrowed funds from financial institutions, has instead utilized the Complainant's funds without any cost, thereby causing financial loss to the Complainant.
- XIX. That as per various judgments passed by the Hon'ble Haryana Real Estate Regulatory Authority (HARERA), the Complainant is entitled to delayed possession charges at the prescribed rate of interest from the due date of possession till the actual handing over of possession, which has not been paid by the Respondent till date.
- XX. That the Hon'ble HARERA has consistently held that promoters are liable to pay interest at the prescribed rate for every month of delay on the amount paid by the allottees from the due date of possession till the actual possession. It has further been directed that any outstanding dues payable by the allottee shall be adjusted after accounting for such delay compensation. It has also been held that the promoter cannot levy any charges that are not part of the Builder Buyer Agreement.

XXI. The Respondent is directed to pay interest at the prescribed rate for every month of delay on the amount paid by the complainant from the due date of possession till the offer of possession. The arrears of interest accrued shall be paid within 90 days from the date of the order. The complainant shall pay any outstanding dues, if any, after adjustment of the said interest. The Respondent shall not charge any amount not forming part of the Builder Buyer Agreement.

XXII. That despite the Complainant having paid a total amount of ₹23,84,690/-, the Respondent has delayed possession by more than two years, thereby making the Respondent liable to pay delayed possession charges along with applicable interest

C. Relief sought by the complainant:

8. The complainant has sought following relief(s).

I. Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

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.

I. That the present complaint, filed by the Complainant(s), is nothing but an afterthought attempt of the Complainant(s) 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(s) post execution of the Conveyance Deed on 09.08.2023, and the present complaint was filed on 28.10.2025, which is more than 2 years after the execution of the Conveyance Deed.

- II. That the Complainant(s) have intentionally concealed the correct/complete/material facts and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The Complainant(s) are raising false, frivolous, misleading and baseless allegations against the Respondent with intent to make unlawful gains.
- III. It is submitted that the present complaint is barred by limitation. The complaint was filed more than two years after the execution of the Conveyance Deed, which is beyond the prescribed statutory period. Consequently, the complaint is not maintainable and is liable to be dismissed on this ground alone.
- IV. That the Complainant(s) have not approached the Ld. Haryana Real Estate Regulatory Authority, Gurugram (*hereinafter referred to as the "Authority"*) with clean hands and have suppressed relevant facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost. That the Complainant(s) have approached this Ld. Authority after lapse of more than 2 years from the execution of the Conveyance Deed.

- V. It is pertinent to mention that the issue regarding the maintainability of the Complaint before this Authority subsequent to execution of the Conveyance Deed is pending adjudication before the Hon'ble Supreme Court of India bearing ***SLP (Civil) No.37642 of 2025 titled as Emaar India Limited Vs. Kusum Bali & anr.*** wherein the Hon'ble Apex Court has stayed the operation of the order under challenge till the further orders. It is imperative to highlight that as the issue regarding the maintainability of the Complaint filed subsequent to the execution of the Conveyance Deed is pending before the Apex Court, which is the factual matrix of the present case also, the Complaint may be adjourned sine-die as the legal question of maintainability of the Complaint filed subsequent to the execution of the Conveyance Deed is pending.
- VI. That the Complainant(s) herein, in the year 2017, being in search of a apartment, learned about the Affordable Housing project titled '***The Millenia***' at Sector 37D, Gurugram (*hereinafter referred to as the 'Project'*) being developed by the Respondent in terms of the Affordable Housing Policy. That, the Complainant(s) had applied for the allotment of an unit in the project of the Respondent vide application bearing No. 139. In consonance to the same, an unit was allotted vide Allotment letter dated 14.08.2017 to the Complainant(s) in Unit bearing no. T11-2201 in Tower- 11, having carpet area of 519.229 sq. ft., along with the balcony area of 79.653 sq. ft. on the 22nd floor, together with the two-wheeler parking (*hereinafter referred to as the "Unit"*).
- VII. That on 15.12.2017, an Agreement for Sale (*hereinafter referred to as 'Agreement'*), was executed for the said unit pursuant to the drawing of lots on 27.10.2017 in the presence of officials of DGTCP/DC, Gurugram

having a Sale Price of Rs. 21,16,742.5/- (Rupees Twenty-One Lakhs Sixteen Thousand Seven Hundred and Forty-Two and Fifty Paise Only), 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.

- VIII. That it is submitted that the Complainant(s) had applied for the apartment only after the due diligence, verification done, and post being fully satisfied with the Project. That as per *Clause 5.1 of the Agreement*, the possession of the unit was proposed to be offered by August, 2021 unless there is a delay or failure due to force majeure events.
- IX. That as per Clause 5.1 of the Agreement, the possession of the retail unit was proposed to be offered by August 2021. The said time period for offer of possession was subject to *force majeure* circumstances. Respondent is entitled for extension for *force majeure* circumstances and reasons beyond its control such as covid-19 and ban on construction activities by Competent Authorities/Courts etc
- X. That as per **Clause 5.1** of the Agreement, the Respondent is entitled for an extension of timeline affected due to *force majeure* circumstances. That 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.

- XI. That further, the Haryana Real Estate Regulatory Authority, 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.
- XII. That 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 the Project. Despite facing shortage in workforce, materials and transportation, the Respondent managed to continue with the construction work and completed the project. That the Respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the Project.
- XIII. In the interest of justice, the Respondent being a *bona-fide* may also be entitled to an extension for the inadvertent delay so caused in the construction of the Project owing to the world wide Covid-19 pandemic.
- XIV. That the other causes for the delay are mentioned below:

➤ **Date of order: 07.11.2017:** Environment Pollution (Prevention and Control Authority) had directed the closure of all brick kilns stones crusher hot mix plants etc., with effect from 07.11.2017: *-The bar for the closure of stone crushers simply put an end to the construction activity as in the absence of crushed stones and bricks carrying on of construction were simply not feasible. The respondent eventually ended up locating alternatives with the intent of expeditiously concluding construction activities but the previous period of 90 days was consumed in doing so. The said period ought to be excluded while computing the alleged delay attributed to the Respondent by the Complainant. It is pertinent to mention that the aforesaid bar stands in force regarding brick kilns till date is evident from orders dated 21.12.2019 and 30.01.2020. Days Effected 90 Days*

➤ **Date of Order: - 29.10.2018**

Directions: Haryana State Pollution Control Board, Panchkula had passed the order dated 29th of October 2018 in furtherance of directions of Environment Pollution (Prevention and Control) Authority dated 27th October 2018. By virtue of order dated 29th of October 2018 all construction activities involving excavation, construction (excluding internal finishing/work where no construction material was used) were directed to remain closed in Delhi and other NCR Districts from 1st to 10th November 2018. 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. Period of Restriction/Prohibition: - 1st November 2018 to 10th November 2018. **Days Affected: - 10 Days**

➤ **Date of order: - 24.12.2018**

Directions vide Notification DPCC/PA to MS/2018/7919-7954 dated 24-12-2018, Delhi Pollution Control Committee banned the Construction activities in Delhi, Faridabad, Gurugram, Ghaziabad and Noida till December 26, 2018. **Days affected: - 3 days**

➤ **Date of Order: - 11.10.2019**

Directions: Commissioner, Municipal Corporation, Gurugram had passed order dated 11th of October 2019 whereby construction activity had been prohibited from 11th of October 2019 to 31st of December 2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period. 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. Period of Restriction/ Prohibition: - 11th of October 2019 to 31st of December 2019. **Days Affected: - 81 days.**

➤ **Date of Order 01.11.2019**

Directions: Environment Pollution (Prevention & Control) Authority for the National Capital Region had passed order dated 01st November 2019 whereby construction activity had been prohibited from 01.11.2019 to 05.11.2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period. 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. Period of Restriction/ Prohibition: - 1th of November 2019 to 5th of November 2019.
Days Affected: - 5 days.

- XV. That the delay caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. It may also be noted that the Respondent had carried out its obligations in Agreement with utmost diligence. That after considering the above delay, the date to offer possession has to be extended by approximately 1 year 6 months approx. **Thus, keeping in view the above *force majeure* circumstances, the due date of offer of possession shall be extended considering the abovementioned NGT Bans, orders etc.**
- XVI. It is submitted that the Hon'ble High Court of Punjab and Haryana, Chandigarh in a recent judgement/order dated 24.12.2025 in RERA-APPL-92-2025 and other similar connected matters, has accepted the arguments and submissions advanced on behalf of the Company/Developer with respect to the impact of the second wave of COVID-19, granting the benefit of an additional period of three months,

as well as the Orders passed by Hon'ble Supreme Court, Government Authorities, National Green Tribunal (NGT) wherein the construction in the National Capital area has been stayed/banned from time to time and has remanded the matters to the Hon'ble Haryana Real Estate Appellate Tribunal (HREAT) for fresh consideration in view of the "force majeure" clause contained in the Builder Buyer Agreement/Agreement for Sale as parties are governed by the Builder Buyer Agreement/Agreement for Sale and the clauses therein.

- XVII. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 25.01.2023, the possession was offered to the Complainant(s) vide Offer of Possession letter dated 08.02.2023. Thereafter, the conveyance deed has been executed on 09.08.2023 and the possession was taken over by the Complainant(s) vide possession certificate dated 09.08.2023. Furthermore, in the possession certificate, the Complainant(s) have voluntarily waived off their right by themselves, being well satisfied with all the terms and conditions of the agreement.
- XVIII. That it is further pertinent to mention here that as per the Doctrine of Waiver, "a party for whom certain statutory rights are granted, such party can waive those rights if no public interest is involved." The Complainant(s) have waived off their right to claim interest for the delay in handing over of possession. Hence, the present complaint is infructuous as the Complainant(s) have already waived off their rights and concealed the same in the present complaint. The Hon'ble Supreme Court has also held as follows in the matter of "All India Power Engineer Federation & Ors Vs. Sasan Power Limited & Ors etc.: (2017) 1 SCC 487":

“Waiver is, as has been pointed out above, an intentional relinquishment of a known right. Waiver must be spelled out with crystal clarity for there must be a clear intention to give up a known right. There is no such clear intention that can be spelled out on a reading of the two emails.

.....Under Section 63 of Indian Contract Act. Promisee may dispense with or remit performance of promise. Every promisee may dispense with or remit, wholly or in part, the performance of the promise made to him, or may extend the time for such performance, or may accept instead of it any satisfaction which he thinks fit.”

Under Section 62, apart from novation of a contract and rescission of a contract, alteration of a contract is mentioned. It is settled law that an amendment to a contract being in the nature of a modification of the terms of the contract must be read in and become a part of the original contract in order to amount to an alteration under Section 62 of the Indian Contract Act.

- XIX. It is pertinent to mention that this Authority shall take into consideration the unit in question is governed by the Affordable Housing Policy including but not limited to the sale consideration, due date of handing over the possession, delay penalties, termination etc. and the due date for handing over the possession of the unit in question is governed as per the affordable housing policy and shall not from the date of execution of the BBA.

- XX. That the Ld. Authority shall consider granting the extension firstly for a period of 6 months on account of the Covid – 19 outbreak as the project was launched in the year 2019 and furthermore, the environmental clearance by virtue of which the due date for handing over possession is calculated in the instant case was also granted on 20.12.2019 i.e. prior to the Covid – 19 outbreak and hence the appellant is entitled to grant of 6 months extension period on the account of Covid – 19 pandemic, as a period from 25.03.2020 till 24.09.2020 as force majeure period due to outbreak of Covid-19 and granted relief/ extension in compliance of the same vide office order dated 26.05.2020. Secondly the Respondent is also entitled for the grant of extension of 3 months on account of second wave of Covid-19 pandemic as grant by the HARERA, Panchkula. In addition to the above, the Respondent is also entitled to the benefit of the Supreme Court and NGT etc. orders banning and restricting construction in Delhi NCR and the due date of possession as per the terms of the Buyer's Agreement ought to be extended accordingly.
- XXI. It is submitted that the Complainant has been made all payments as per the agreed schedule and the Affordable Housing Policy. The Statement of Account (Ledger) clearly shows that the Complainant has paid a total of Rs. 23,66,209.36/- (excluding credit note of Rs. 18,480.90/-). That the Complainant(s) in the present complaint, have 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(s) 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(s).

- XXII. That the project in question has already been completed, occupation certificate was obtained on 25.01.2023, the possession was offered on 08.02.2023, the conveyance deed was executed on 09.08.2023, and the possession certificate dated 09.08.2023 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 was affected due to force majeure circumstances or order/direction of the Court or State.
- XXIII. It is evident that the entire case of the Complainant(s) are 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(s) are trying to hoodwink the Ld. Authority by placing untrue facts and attempting to hide the true colour of intention.
- XXIV. That there exists no cause of action as much as in favour of the Complainant(s) or against the Respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
- XXV. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law and hence deserves to be dismissed.

XXVI. That the Complainant(s) sought relief of delay possession charges. It is pertinent to mention that the Complainant(s) are not liable to said relief as the possession has been taken over and at the time of taking the possession, the Complainant(s) have waived off his rights by stating that the Complainant(s) have no claim whatsoever against the Respondent and fully satisfied with the construction.

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 Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

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., 22.05.2026 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 15.12.2017 executed between the parties, the possession of the subject apartment was to be delivered on or before 21.08.2021. 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 proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from the due date of possession i.e., 21.08.2021 till offer of possession i.e., 08.02.2023 plus two months in terms of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

G. Directions of the Authority

25. 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/promoter is directed to pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainant(s) from the due date of possession i.e., 21.08.2021 till offer of possession i.e., 08.02.2023 plus two months in terms of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.
- II. The arrears of such interest accrued from 08.02.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainants 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 also 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 allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- V. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.

26. The complaint and application, if any, stands disposed of.
27. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.05.2026



HARERA
GURUGRAM