BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: 6249-2025
Date of filing: 03.12.2025
Date of decision: 11.08.2026

Neelam and Amit Kumar Tiwari
Both are R/o:- flat no. 1001, floor no. 10, Maxim Central, plot no. 30, Sec 34 B, Kharghar, Navi Mumbai-410210 **Complainants**

Versus

M/s Signature Infrabuild Pvt. Ltd.
Registered office: 1310, 13th flor, Dr. Gopal Das Bhawan, 28 Barakhamba road, New Delhi-110001 **Respondent**

CORAM:

Shri Arun Kumar **Chairman**

APPEARANCE:

Mr. Akash Godhvani (Advocate) **Complainants**
Mr. Venket Rao (Advocate) **Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottees 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 provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. 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:

Sr. No.	Particulars	Details
1.	Name and location of the project	Signature Global City 92, Sector 92, Sohna, Gurugram, Haryana.
2.	Nature of project	Independent floor in Affordable plotted colony.
3.	HRERA Registered or not registered	Registered GGM/666/398/2023/10dated 13.01.2023 Valid upto 31.03.2025
4.	DTCP license	12 of 2021 dated 12.03.2021 valid up to 11.03.2026
5.	Agreement for sale	26.11.2021 (Page 35 of complaint)
6.	Floor	92-J09-A-4F, 4th floor, Plot no. A 24 (Page 39 of complaint)
7.	Area admeasuring	654.19 Sq.ft. (carpet area) (Page 44 of complaint)
8.	Possession Clause	***Clause 7.1*** The promoter assures to handover possession of the residential independent floor along with parking as per agreed terms and conditions by 31.12.2023. (Emphasis supplied) [Page 53 of complaint]
11.	Due date of possession	31.12.2023 (6-month grace period is not allowed as BBA is executed on 26.11.2021 which is after covid-19)
12.	Total sale consideration	Rs. 74,17,178/- (page 171 of reply)
13.	Amount paid by the complainants	Rs.74,12,775/- (page 171 of reply)
14.	Date of Occupation Certificate	28.02.2024 (page 164 of reply)
15.	Offer of possession	04.03.2024(page 165 of reply)
16.	Reminder letter	27.03.2024, Rs. 3,18,030/- (page 176 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

a) That the respondent issued an advertisement announcing a residential group housing project called "Signature Global City 92", Distt. Gurugram, Haryana, an Affordable Housing Policy, 2016 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.

b) That the complainants were caught in the web of false promises of the agents of the respondent, paid an initial amount of Rs. 1,00,000/-. The payment was acknowledged by the respondent and accordingly filled the application form for one unit. The complainant was allotted one unit being in the above said project.

c) That the complainant received welcome letter cum provisional allotment letter for the unit bearing no. 92-J09-A-4F. The complainant caught in the web of lies and false promises of the respondent duly executed the builder buyer agreement on the 26.11.2021. The complainant against the demand notices raised by the respondent have paid a total sum of Rs. 74,17,178/- in favour of the respondent.

d) That the complainant had sent multiple e-mails communications and made calls during the time intimating the respondent for the possession of the said unit and the delayed interest with great regret the complainant did not receive any positive response from the respondent and kept excusing the complainant that he same shall be dealt and settled at the time possession on individual basis.

e) That at the time of execution of the BBA, the respondent expressly assured the complainant that a dedicated parking space would be provided. The parking

details were mentioned in the BBA and that parking slots were allotted flat-wise. In the complainant's case, the parking slot "P4" was shown as the designated parking space for the 4th floor owner. However, the respondent is now arbitrarily denying the complainant the dedicated parking that was promised and contractually committed.

f) That the respondent had expressly assured and represented to the complainants, both at the time of booking and at the time of execution of the builder buyer agreement, that the possession of the allotted unit would be delivered on or before 31.12.2023. Contrary to this unequivocal commitment, the respondent has failed to handover possession within the stipulated period. The conduct of the respondent clearly reflects deficiency in service, negligence, and unfair trade practices causing the complainants immense financial loss, mental agony and harassment.

g) That the respondent being very well aware of the guidelines laid in the Act, 2016 and the Rules 2017, and the interest the complainant is entitled for as well as being aware of plethora of judgments issued by the Authority, Gurugram has not given the complainants the interest that he is eligible for the delayed compensation based on the clause 7.6(ii) of the BBA.

h) That the complainants contacted the respondent on numerous occasions and maintained regular communication, persistently following up on the status of construction. However, the respondent consistently failed to provide any satisfactory response to the complainant regarding the progress of the project or the timelines for delivery of possession. The respondent kept arbitrarily changing the expected possession dates, reflected a complete lack of certainty about the project's completion. Despite the complainants' repeated inquires with the respondent's representatives concerning the slow pace of

construction and the expected delivery timeline, no concrete answers were ever provided.

i) That the respondent also failed to furnish the mandatory environmental clearance to the complainant's bank, a statutory document required for processing and disbursing home loans for under-construction projects. The absence of this crucial clearance resulted in an unavoidable delay in loan disbursement, despite the complainant's repeated efforts to coordinate with the bank.

j) That the non-availability of the EC is solely attributable to the respondent's failure to obtain and provide necessary regulatory approvals in time. Instead of acknowledging their own lapse and the resultant delay in disbursement, the respondent unjustly imposed a delay penalty on the complainant, thereby penalising the complainant for a delay that was entirely caused by the respondent themselves. Such conduct is arbitrary, illegal, and contrary to settled principles of natural justice. While punishing the complainant for a situation beyond their control, the respondent conveniently failed to compensate the complainant for its own delay in offering possession, which is a contractual obligation as well as a statutory requirement under RERA.

k) That as per the approved site plan, a 24-meter-wide road was required to be constructed within the project. However, the said road is still incomplete or missing, despite the respondent claiming that the project is complete in all respects. This further demonstrates non-compliance with approved plans and misrepresentation by the respondent.

l) That after losing all hope from the respondent and having shattered and scattered dreams of owning a home also losing considerable amount of

money. Hence, the complainant is constrained to approach the Authority for redressal of his grievance.

C. Relief sought by the complainants:

4. The complainants have sought 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 the respondent to handover peaceful and physical possession of the allotted flat.

III. Direct the respondent to produce and supply a certified copy of the OC, as mandated under law, before insisting upon or executing any possession formalities.

IV. Direct the respondent to waive off and refund the delayed interest/penalty wrongly imposed upon the complainant on account of delays arising solely from the respondent's own defaults, including non-submission of necessary documents to the lending bank.

V. Direct the respondent to allot and provide the dedicated parking space "P4" as specifically mentioned in the BBA, exclusively for the use and enjoyment of the complainant.

VI. Direct the respondent not to demand or recover any charges that are not expressly stipulated in the BBA, and if any such charges have already been paid by the complainant, the same be ordered to be refunded with applicable interest.

5. 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.

6. The respondent contested the complaint on the following grounds:

   i. That the complainant with an intention to book a unit approached the company in the year of 2021 seeking an allotment of a unit in the Affordable Housing Project titled as ***"Signature Global city 92"***, and submitted a booking application number **92-J-109-A-4F** on 15.08.2021 applying for 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.

   ii. 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.

   iii. That pursuant to the application, the complainant booked a flat bearing no. 92-109-A-4F in Block/Tower 109, having a carpet area of 654.19 sq. Ft. on 4th floor together with the two-wheeler open parking site and the pro rata share in the common areas was allotted to the allotee(s), in terms of policy, the application and on other terms and conditions of the agreement.

   iv. That on 26.11.2021, a builder buyer's agreement, was executed for the said unit having sale price of Rs. 73,44,919/- excluding all other charges, 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.

v. 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.

vi. That as per the provision of clause 1.8 of the agreement, the complainant herein had agreed to pay the remaining price of the residential independent floor along with parking as prescribed in the payment plan. Further, as per the proviso of clause 1.8 of the agreement, if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of HRERA Rules, 2017.

vii. That as per the provision of clause 7.1 of the agreement, the possession of the apartment was proposed to be offered by 31.12.2023 for floor nature unless there is delay due to *force majeure*.

viii. That as per the provision of clause 7.1 of the agreement, the possession of the apartment was proposed to be offered by 31.12.2023. The said time period for offer of possession was subject to force majeure circumstances. The accordingly the due date of possession would come to be 31.12.2023. However, the said date is entitled to be extended due to various *force majeure* circumstances as set out in the agreement.

ix. 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. The said delay was completely beyond the control of the respondent and thus, the

respondent is entitled for extension for such period of delay. 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 21.11.2021. 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.

x. 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.

xi. That further, certain bans were imposed by the Commission for Air Quality Management in National Capital Region and adjoining areas through their grap orders whereby the ban on construction was imposed in the Delhi and NCR. The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below:

S N	AUTHORITIES / DATE OF ORDER	TITLE	DURATION OF BAN
1.	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)
2.	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)
3.	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)

4.	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)
5.	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)
6.	Commission for Air Quality Management (NCR and Adjoining Areas) /02.11.2023	Order dated 02.11.2023	02.11.2023 to 28.11.2023 (27 days)
7.	Commission for Air Quality Management (NCR and Adjoining Areas) /22.12.2023	Order dated 22.12.2023	22.12.2023 to 01.01.2024 (11 days)
8.	Commission for Air Quality Management (NCR and Adjoining Areas) /14.01.2024	Order dated 14.01.2024	14.01.2024 to 18.01.2024 (5 days)
TOTAL		**3 months (approx.)**	

7. That the delay caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. 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 3 months approx.

8. 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 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 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.

9. That after the completion of the project and receiving the Occupancy Certificate on 28.02.2024, the possession was offered to the complainant(s) vide offer of possession letter dated 04.03.2024. The possession of the unit was proposed to be offered by 31.12.2023 subject to *force majeure* circumstances. The said project has already received the Occupation Certificate dated 28.02.2024, in term of Section 19(10) of the RERA Act 2016, the complainant was under a statutory obligation to take possession of the said unit within two months.
10. That the 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.
11. That the respondent is 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.
12. That the complainant herein had defaulted in making the payment at as per the Affordable Housing policy and the schedule of payment as agreed under the agreement. The same can be verified from the statement of account wherein the payment entries are showing that at various occasions the complainant failed to make the timely payment. Notably, respondent after obtaining the Occupancy

Certificate has duly sent the offer of possession along with reminder letter to clear the arrear however even after receiving the reminder letters the complainant failed to clear the outstanding amount. The complainant has paid Rs. 74, 12,774/- till now and there is an outstanding amount of Rs. 3586/-. Skyfull maintenance charges are also due amounting to Rs 68456/- and furthermore, there is an outstanding amount of Rs. 231835/- due towards interest.

13. That despite the respondent issuing numerous reminders dated 24.08.2023, 06.09.2023, 19.09.2023, 06.03.2024, 27.03.2024 regarding outstanding dues, the complainant has failed to settle the arrears and to take possession of the unit. Furthermore, the complainant has deliberately concealed these facts from this Authority, effectively misusing its time with meritless litigation.
14. That the complainant in the present complaint has raised an issue of delay in completion of the project without taking into consideration 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 complaint.
15. 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.

16. 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. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Ld. Authority. The present complaint is an utter abuse of the process of law and hence deserves to be dismissed.
17. All other averments made in the complaint were denied in toto.
18. 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 those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

19. 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

20. 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

21. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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."

22. 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 objections raised by the respondent.

F. I Objection regarding force majeure conditions.

23. 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 which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay.

24. Further, the Authority has examined the possession clause of the agreement and observed that the respondent-promoter proposed to hand over possession of the allotted unit by 31.12.2023. As per HARERA Notification No. 9/3-2020 dated 26.05.2020, an extension of six months was granted for projects having a completion/due date on or after 25.03.2020. The completion date of the aforesaid

project, in which the subject unit has been allotted to the complainant, is 28.02.2024, i.e., after 25.03.2020. However, in the present case, the builder buyer agreement was executed in the year 2021, therefore, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the stipulated timeframe for possession accordingly. Consequently, any extension of time for handing over possession on account of COVID-19 cannot be granted, and the due date for handing over possession remains unchanged, i.e., 31.12.2023.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay delayed possession charges.

25. The factual matrix of the case reveals that the complainant was allotted an independent floor bearing no. 92-J09-A-4F, 4th floor, Plot no. A 24, constructed upon plot no. A-24 in the respondent's project, for a sale consideration of Rs. 74,17,178/-. A buyer's agreement was executed between the parties on 26.11.2021. The possession of the unit was to be offered on or before 31.12.2023. The complainant paid a sum of Rs. 74,12,775/- towards the subject unit. The respondent obtained the Occupation Certificate from the competent authority on 28.02.2024 and offered possession of the unit to the complainant on 04.03.2024.

26. The complainant herein 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."*

27. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. Proviso to Section 18 provides

that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, ibid. 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.*

28. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid 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.

29. 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., 11.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

30. 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;"

31. 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 them in case of delayed possession charges.

32. On consideration of the documents available on record and submissions made by both the parties, 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 dated 26.11.2021. By virtue of clause 7.1 of the agreement for sale, the possession of the subject apartment was to be delivered by 31.12.2023. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with 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. 31.12.2023 till the date of offer of possession (04.03.2024) plus two months i.e., 04.05.2024 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

G.II Direct the respondent to deliver the possession of the unit as far as possible with compensation.

33. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of Occupation Certificate. In the present complaint, the Occupation Certificate was granted by the competent authority on 28.02.2024. The respondent offered the possession of the unit in question to the complainants only on 04.03.2024. So, it can be said that the complainants came to know about the Occupation Certificate only upon the date

of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

G.III Direct the respondent to produce and supply a certified copy of the OC of the project to the complainant, as mandated under law, before insisting upon or executing any possession formalities.

34. As per reply filed by the respondent on 26.02.2026, the Authority finds that the respondent has obtained the Occupation Certificate for the said project on 28.02.2024.

35. As per Section 11(4)(b) of Act of 2016, the respondent is under an obligation to supply a copy of the Occupation Certificate/Completion Certificate or both to the complainant-allottee. The relevant part of section 11 of the Act of 2016 is reproduced as hereunder: -

> *"11(4) ....*
> *(b) The promoter shall be responsible to **obtain the completion certificate or the occupancy certificate, or both**, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to **make it available to the allottees** individually or to the association of allottees, as the case may be."*

36. Even otherwise, it being a public document, the allottee can have access to the it from the website of DTCP, Haryana.

G.IV Direct the respondent to waive off and refund the delayed interest/penalty wrongly imposed upon the complainant on account of delays arising solely from the respondent's own defaults, including non-submission of necessary documents to the lending bank.

G.V Direct the respondent to allot and provide the dedicated parking space "P4" as specifically mentioned in the BBA, exclusively for the use and enjoyment of the complainant.

37. The above-mentioned relief sought by the complainants was not pressed by the complainant counsel during the arguments in the passage of hearing. The Authority is of the view that the complainants does not intend to pursue the above-mentioned relief sought. Hence, the Authority has not raised any finding w.r.t to the above-mentioned relief.

G.VI Direct the respondent not to demand or recover any charges that are not expressly stipulated in the BBA, and if any such charges have already been paid by the complainant, the same be ordered to be refunded with applicable interest.

38. The complainant has failed to specifically mention as to what charges have not been charged by the respondent which do not form part of the buyer's agreement.

39. The Authority vide order dated 09.12.2022, passed in case bearing no. ***4147 of 2021 titled as Vineet Choubey V/s Pareena Infrastructure Private Limited*** *and also in the complaint bearing no.* ***4031 of 2019 titled as Varun Gupta V/s Emaar MGF Land Limited***, has already decided that the promoter cannot charge anything which is not part of the buyer's agreement subject to the condition that the same are in accordance with the prevailing law. 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 and is directed to charge the demands relying on the above said orders.

H. Directions of the Authority

40. 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 pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the

complainants itself from due date of possession i.e., 31.12.2023 till the date of offer of possession (04.03.2024) plus two months i.e., 04.05.2024 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid.

II. The rate of interest chargeable from the allottees 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.

III. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

IV. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement.

41. Complaint stand disposed of.

42. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
11.08.2026