BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision : 29.09.2026

NAME OF THE BUILDER		**M/S SIGNATURE INFRABUILD PRIVATE LIMITED**	
PROJECT NAME		**"Signature Global Aspire" at sector 95, Gurugram**	
Sr. No.	**Case No.**	**Case title**	**Appearance**
1.	CR/5237/2025	Vijender Singh Bhaskar Vs. M/s Signature Infrabuild Private Limited	Shri Akash Godhvani (Advocate) Shri Venket Rao (Advocate)
2.	CR/4803/2025	Syed Hassanul Arfin Vs. M/s Signature Infrabuild Private Limited	Shri Akash Godhvani (Advocate) Shri Venket Rao (Advocate)
3.	CR/5461/2025	Rinky Malhotra Vs. M/s Signature Infrabuild Private Limited	Shri Akash Godhvani (Advocate) Shri Venket Rao (Advocate)

CORAM:
Shri Arun Kumar **Chairman**

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 possession of the unit along with delayed 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", Sector 95, Gurugram
Nature of the project	Affordable Group Housing
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 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
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
Date of environment clearance	20.12.2019
Possession Clause	**5. Possession**

	"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)***
Due date of possession	**20.12.2023** (Calculated as 4 years from date of grant of environmental clearance i.e., 20.12.2019 as per policy of 2013)
Occupation Certificate	Not Obtained

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession	Relief sought
1.	**CR/5237/2025** **Vijender Singh Bhaskar Vs. Signature Infrabuild Pvt. Ltd.**	B-12A08, tower B (page 34 of complaint)	12.03.2021	**TSC-** Rs. 23,84,054/- **AP-** Rs. 24,49,178/-	**Not offered**	• DPC • Physical possession • Direct the respondent not to ask for any charges which are not as per the buyer's agreement. • Direct the responder not to charge any amount on account of maintenance

						for a period of 5 years.
2.	**CR/4803/2025** **Syed Hassanul Afrin Vs. Signature Infrabuild Pvt. Ltd.**	903, tower D, 9th floor (page 36 of complaint)	06.12.2021 (Page 34 of complaint)	**TSC-** Rs. 25,94,824/- **AP-** Rs. 26,20,950/-	**Not offered**	• DPC • Physical possession • Direct the respondent not to ask for any charges which are not as per the buyer's agreement. • Direct the responder not to charge any amount on account of maintenance for a period of 5 years.
3.	**CR/5461/2025** **Rinky Malhotra Vs. Signature Infrabuild Pvt. Ltd.**	B-1008, tower B (Page 36 of complaint).	21.10.2020 (Page 32 of complaint)	**TSC-** Rs. 24,07,895/- **AP-** Rs. 24,07,910/-	**Not offered**	• DPC • Physical possession • Direct the respondent not to ask for any charges which are not as per the buyer's agreement. • Direct the responder not to charge any amount on account of maintenance for a period of 5 years.

Note: In the table referred above certain abbreviations have been used.

Abbreviation	**Full form**
DOF	Date of filing of complaint
DPC	Delayed possession charges
TSC	Total sale consideration
AP	Amount paid by the allottee/s

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 the physical possession of the unit along with delayed possession charges and maintenance 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 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/5237/2025 titled as "Vijender Singh Bhaskar 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/5237/2025 titled as "Vijender Singh Bhaskar Vs. M/s Signature Infrabuild Private Limited"

S. N	Particulars	Details
1.	Name of the project	Signature Global Aspire, Sector 95, Gurugram, Haryana
2.	Nature of the project	Affordable Group Housing
3.	HRERA Registered or not registered	Registered 69 of 2019 dated 14.11.2019
	Registration valid till	30.10.2023
4.	DTCP license	73 of 2019 dated 04.07.2019 valid up-to 03.07.2025
5.	Allotment letter	09.07.2020 [Page 30 of complaint]

5.	Unit no.	B-12A08, tower B (page 34 of complaint)
6.	Unit area	Carpet area: 585.551 sq.ft. Balcony area: 83.701 sq.ft [Page 34 of complaint]
7.	Date of buyer developer agreement executed between parties	12.03.2021 [Page 31 of complaint]
8.	Possession clause	***Clause 5.1*** *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, (hereinafter referred to as the "commencement date"), whichever is later.* (Emphasis supplied) [Page 44 of complaint]
9.	Date of building plan approvals	30.09.2019 (page 33 of complaint)
10.	Date of environment clearance	20.12.2019 (taken from another file of the same project)
11.	Due date of possession	20.12.2023 *Grace period in lieu of covid-19 is not allowed as BBA was executed on 12.03.2021.
12.	Sale consideration as per buyer developer agreement	Rs. 23,84,054/- [page 41 of complaint]
13.	Amount paid by the complainants	Rs. 24,49,178/- [as alleged by the complainant, page 27 of complaint]
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

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

a) 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.

b) That the complainant was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs. 1,19,203/-. 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. B-12A08.

c) That the complainant caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 12.03.2021.

d) That the complainant against the demand notices raised by the respondent have paid a total sum of Rs. 24,49,178/- in favour of the respondent. In terms of Scheduled "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.

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.

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 and Rules.

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 Kiraye 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 12.03.2021 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 12.03.2021, the possession of the said unit was supposed to be delivered by 20.12.2023. Offer of possession had still not been made.

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 Honourable 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 issued final demand notice wherein the respondent has made various unnecessary demands which are not as per the builder buyer agreement and hence are baseless, unfounded, 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 complainant has paid the respondent a total sum of Rs.24,49,178/- as per customer ledger provided by the respondent. However, 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.

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 the complainant with effect from committed date of possession till the actual possession is delivered with proper habitable conditions.

II. Direct the respondent to handover physical possession of the unit along with car parking.

III. Direct the respondent not to ask for any charges which are not as per the buyer's agreement. If paid, refund back the same.

IV. Direct the respondent not to charge any amount on account of maintenance for a period of 5 years.

10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

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

a) That pursuant to draw of lots held on 09.07.2020, a unit bearing no. B-12A08 in tower B having a carpet area of 585.551 sq. ft. and balcony area 83.701 sq. ft. together with two-wheeler open parking site and prorate share on common areas was allotted to the complainant.

b) That on 12.03.2021, a buyer's agreement was executed for the said unit having sale price of Rs.23,84,054/- 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.

c) 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 sim-monthly installments 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.

d) 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).

e) 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. The environmental clearance of the project was granted on 20.12.2019 and accordingly the due date of possession would come to be 20.12.2023. however, the said date is entitled to be extended due to various force majeure circumstances as set out in the FBA.

f) 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.

g) 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 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.

h) 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.

i) 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 1 year 7 month. Thus, keeping in view the above force majeure circumstances, the due date of offer of possession comes out to be 30.11.2024.

j) That the complainant herein had defaulted in making the payment at various instances as per the Affordable Housing policy and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the complainant as per the Policy. The same can be verified from the Statement of Account wherein the payment entries are showing that at

various occasions, the complainant had paid late payment charges due to default in making timely payments.

k) That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various force majeure circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed since December 2023 is non est in the eyes of law and shall not be considered while adjudicating the present complaint.

l) 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 favor of the complainant on 09.07.2020 and buyer's agreement was executed between the parties on 12.03.2021, 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 the complainant with effect from committed date of possession till the actual possession is delivered with proper habitable conditions.

G.II Direct the respondent to handover physical possession of the unit along with car parking.

19. Both 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 her 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 the time period 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.***"

22. **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 favor of the complainant on 09.07.2020 and buyer's agreement was executed between the parties on 12.03.2021, which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.

23. **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(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, 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]***
> *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.*

24. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, ibid has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said Rule is followed to award the interest, it will ensure uniform practice in all cases.

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., 29.09.2026 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. 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;"*

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

28. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The due date of handing over possession was 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 date of valid offer of possession + 2 months 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 allottees are 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.

G.III Direct the respondent not to ask for any charges which are not as per the buyer's agreement. If paid, refund back the same.

30. 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.

31. 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.

G.IV Direct the respondent not to charge any amount on account of maintenance for a period of 5 years.

32. The respondent in the present matter has demanded skyful maintenance charges from the complainant at the time of offer of possession. The authority observes that clause 4(v) of the policy, 2013 talks about maintenance of colony after completion of project:

A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983.

33. As per the order issued by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it has been very clearly mentioned that the utility charges (which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.) can be charged from the allottees as per consumptions. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainant-allottee as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

H. Directions of the authority

34. 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 after obtaining Occupation Certificate from the competent authority 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. 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 respondent is directed to 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 in terms of Section 11(4)(b) read with Section 17 of the Act, 2016.

III. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

IV. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act. The benefit of grace period on account of Covid-19, shall be applicable to all the parties in the manner detailed herein above.

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

VI. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months upon 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, failing which the complainant may approach the adjudicating officer for execution of order.

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

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

36. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

37. Files be consigned to registry.

Arun Kumar
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026

HARERA
GURUGRAM