BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision: 11.08.2026

NAME OF THE BUILDER		M/s Signature Infrabuild Pvt. Ltd	
PROJECT NAME		Signature Global Aspire, Sector 95, Gurugram, Haryana	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5149/2025	Jagdeep Kumar VS Signature Infrabuild Pvt. Ltd.	Sh. Akash Godhwani (Complaint) Sh. Venket Rao (Respondent)
2.	CR/5242/2025	Disha Singh & Amit Pratap Singh VS Signature Infrabuild Pvt. Ltd.	Sh. Akash Godhwani (Complaint) Ms. Venket Rao (Respondent)

CORAM:
Sh. Arun Kumar **Chairman**

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA 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"** (Affordable group housing colony) being developed by the same respondent/promoter i.e., **M/s Signature Infrabuild Pvt. Ltd.** The terms and conditions of the buyer's agreements, 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 award of delay possession charges along with interest.

3. The details of the complaints, reply to 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, Haryana				
	Occupation certificate: - Not obtained				
	Offer of possession: Not offered				
	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 49 of complaint]*				
	Date of building plan approval: 30.09.2019				
	Date of environment clearance: 20.12.2019				
CR No.	Unit	BBA	Due date	TSC	AP
CR/5149/2025	105, tower B, 1st floor (page 36 of complaint) Area: 592.86 Sq. ft. (carpet area) 85.703 (balcony area) (Page 36 of complaint)	07.04.2022 [Page 32 of complaint]	20.12.2023	Rs. 25,75,715/- (page 351 of reply)	Rs.23,41,328- (page 351 of reply)

CR/5242 /2025	C-101, tower no. C, floor 1 (page 42 of complain t)	24.02.2021 [Page 32 of complaint]	20.12.2023	Rs. 23,84,055/- (page 326 of complaint)	Rs.15,04,935/ - (page 326 of reply)

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking delay possession charges & possession of the unit.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/5149/2025 Jagdeep Kumar Vs. Signature Infrabuild Private Limited.*** are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges along with interest and compensation.

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:

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.	Demand cum allotment letter	31.03.2022 [Page 30 of complaint]
5.	Unit no.	105, tower B, 1st floor (page 36 of complaint)
6.	Unit area	Carpet area: 592.86 sq.ft. Balcony area: 85.703 sq.ft [Page 36 of complaint]
7.	Date of buyer developer agreement executed between parties	07.04.2022 [Page 32 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 49 of complaint]
9.	Date of building plan approvals	30.09.2019 (page 35 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 10.11.2021.

12.	Total sale consideration	Rs. 25,75,715/- [page 351 of reply]
13.	Amount paid by the complainants	Rs. 23,41,328/- [page 351 of reply]
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainants have 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 complainants were caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs. 2,60,148/-. The payment was acknowledged by the respondent and accordingly filled application form for one unit. The complainants received an allotment letter for the unit bearing no. B-105.

c) That the complainants caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 07.04.2022.

d) That the complainants against the demand notices raised by the respondent have paid a total sum of Rs. 23,41,328/- in favour of the respondent. In terms of Scheduled "B" of builder buyer agreement, the complainants have made the payments as per the payment plan.

e) That the complainants 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 complainants 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 complainants are 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 complainants the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA.

g) That the complainants 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 complainants or the Governing body of the Association regarding the status of the construction and was never definite about the delivery of the possession. The complainants 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 complainants have 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 07.04.2022 and affordable housing policy 2013 but has also illegally extracted money from the complainants by stating false promises and statements.

j) That as per clause 5.1(i) of the builder buyer's agreements, which was signed on 10.11.2021, the possession of the said unit was supposed to be delivered by 20.11.2023. 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 complainants, 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 complainants 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 complainants are 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) That the grievance of the complainants relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the unit being offered to him, including few demands which are not as per the builder buyer agreement and hence are unjustified and illegal.

p) That there is no second thought to the fact that the complainants have paid the total payment of Rs. 23,41,328/- as on the date of filing of this complaint. Signature Global Aspire project was launched in the year 2019 with the promises to deliver in time and huge funds were collected over the period by the respondent. Even after taking almost 100% of the payments, the builder has delayed the project and is unable to handover possession after a delay of more than 2 year.

q) That the grievance of the complainant is that the respondent has in an unfair manner siphoned of funds meant for the project and utilized the same for respondent's own benefit for no cost. The respondent being builder and developer, whenever in need of funds from bankers or investors ordinarily has to pay heavy interest per annum. However, in the present scenario, the respondent utilized funds collected from the complainants for respondent's own good in other projects, being developed by the respondent, due to which the project is delayed for almost a period 2 year.

C. Relief sought by the complainants

9. The complainants have 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

complainants 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.

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 the complainant in the present complaint has intentionally concealed the correct/complete facts and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The complainants are raising false, frivolous, misleading and baseless allegations against the respondent with intent to make unlawful gains.

b) That the present complaint is an abuse of the process of law, as it seeks to bypass the contractual obligations of the parties are strictly governed by the flat buyer's agreement executed on 07.04.2022. Since the complainant signed the BBA with free will and full knowledge of the "force majeure" provisions and the estimated four-year delivery timeline, they are now legally estopped from challenging these terms. The doctrine of *Pacta Sunt Servanda* applied here, the complainant cannot accept the benefits of a price-capped unit under the Affordable Housing Policy while simultaneously seeking to ignore the risk-

allocation clauses that protect the project's viability during unforeseen disruptions.

c) That on 31.03.2022, the complainant vide application number 60028 applied for booking a unit in the project of the respondent post being impressed with the specifications of the project with a desire to secure the allotment of an apartment/unit in the aforesaid project. Prior to making the booking, the complainants conducted extensive and independent enquiries with regards to the project and it was only after he was fully satisfied about all aspects of the projects, he took an independent and informed decision, uninfluenced in any manner by the respondent, to book the unit in question.

d) That pursuant to the application, in terms of the Affordable Housing Policy and subsequent amendments a flat bearing no. B-105 in block/tower B, having a carpet area of 592.86 sq. Ft. on 1st floor and balcony area 85.703 sq. Ft. 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.

e) That on 07.04.2022, a flat buyer's agreement, was executed for the said unit having sale price of Rs.25,75,715/- excluding all other charges, etc. as mentioned and agreed by the Complainants under the Agreement. The said agreement was signed by the complainants after understanding all the term and condition of the agreement and voluntarily with free will and consent without any demur.

f) 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.

g) That as per the provision of clause 4.4 of the agreement, the complainants herein had agreed and undertaken to pay a balance 75% of the total cost, in terms of the payment schedule, in six equated six-monthly instalments spread over three years period, with no interest accruing from the due date of payment. Further, as per the clause 4.6 of the agreement, in case of any delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement the allottee was duty bound to pay interest for the applicable period of delay at applicable rate of interest as per the applicable law(s).

h) That as per the provision of clause 5.1 of the agreement, the possession of the apartment was proposed to be offered within an estimated period of 4 years from the date of the approval of building plans or grant of environment clearance, whichever is later subject to force majeure circumstances and events.

i) That as per the provision of clause 5.1 of the agreement as well as Affordable Housing Policy, the possession of the apartment was proposed to be offered within a period of 4 years from the date of approval of building plans or environment clearance, whichever is later. The said time period for offer of possession was subject to force majeure circumstances. The environment clearance for 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 agreement.

j) That as per provision of clause 19 of the agreement the complainant has agreed and understood the force majeure circumstances and also the fact that respondent shall not be held responsible or liable for not performing obligations or undertaking provided therein and allottee shall not be liable for any compensation for such delay.

k) That as per clause 19 of the agreement, the respondent is entitled for extension of the timeline affected due to *force majeure* circumstances. Further, the Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various Real Estate Developers due to second wave of covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the respondent is also entitled for 3 months extension for completion of the project. 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.

l) 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.

m) 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.

n) 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.

o) 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.No.	AUTHORITIES / DATE OF ORDER	TITLE	DURATION OF BAN

1.	Commissioner, Municipal Corporation, Gurugram		11th of October 209 to 31st of December 2019, (10days)
2.	Supreme Court-04.11.2019-1402.2020	M.C Mehta Vs. UOI WPC 13029/1985	55 days
3.	Covid-19 extension (First Wave)-HARERA, Gurugram/26.05.2020	Order dated 26.05.2020	6 months extension
4.	Covid-19 extension (First Wave)-HARERA, Panchkula/02.08.2021	Extract of the resolution passed in the meeting date 02.08.2021	3 Months extension
5.	Commission for Air Quality Management (NCR and Adjoining Areas) /16.11.2021	Order dated 30.12.2022	30.12.2022 to 04.01.2023 (6 days)
6.	Commission for Air Quality Management (NCR and Adjoining Areas) /06.01.2023	Order dated 16.11.2021	16.11.2021 to 21.11.2021 (6 days)
7.	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)
8.	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)
9.	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)
10.	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)
11.	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)
12.	Commission for Air Quality Management (NCR and	Order dated 22.12.2023	22.12.2023 to 01.01.2024 (11 days)

	Adjoining Areas) /22.12.2023		
13.	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)
14.	Commission for Air Quality Management (NCR and Adjoining Areas) /14.11.2024	Order dated 14.11.2024	14.11.2024 to 05.12.2024 (22 days)
15.	Commission for Air Quality Management (NCR and Adjoining Areas) /16.12.2024	Order dated 16.12.2024	16.12.2024 to 27.12.2024 (12 days)
16.	Commission for Air Quality Management (NCR and Adjoining Areas) /03.01.2025	Order dated 03.01.2025	03.01.2025 to 05.01.2025 (3 days)
17.	Commission for Air Quality Management (NCR and Adjoining Areas) /09.01.2025	Order dated 09.01.2025	09.01.2025 to 12.01.2025 (4 days)
18.	Commission for Air Quality Management (NCR and Adjoining Areas) /15.01.2025	Order dated 15.01.2025	15.01.2025 to 17.01.2025 (3 days)
19.	Commission for Air Quality Management (NCR and Adjoining Areas) /29.01.2025	Order dated 29.01.2025	29.01.2025 to 03.02.2025 (6 days)
20.	Commission for Air Quality Management (NCR and Adjoining Areas) /11.11.2025	Order dated 11.11.2025	11.11.2025 to 26.11.2025 (16 days)
21.	Commission for Air Quality Management (NCR and Adjoining Areas) /13.12.2025	Order dated 13.12.2025	13.12.2025 to continuing as on 01.01.2026 (29 days)
22.	Commission for Air Quality Management (NCR and adjoining Areas)/16.01.2026	Order dated 16.01.2026	16.01.2026 to 22.01.2026 (6days)

TOTAL	**1 year 5 months 6 days (approx.)**

p) 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. After considering the above delay, the date to offer possession has to be extended by approximately 17 months 6 days.

q) 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 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 majure"* 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.

r) That the extension has been granted to the subject project vide notification/order dated 06.05.2025 vide no. PROJECT CONTINUATION- RC/REP/HARERA/GGM/69 of 2019/7(3)/68/2025/

10 DATED 06.05.2025. The Authority has granted the extension to the project till 29.04.2026. Therefore, in view of the same, the complainants are not entitled to file the present complaint.

s) That the complainants 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 complainants was received after the lapse of stipulated time period which led to levying of late payment charges on the complainants 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 complainants had paid late payment charges due to default in making timely payments. The complainant has only paid Rs. 23,41,328/-.

t) That the complainants in the present complaint have 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 complainants that the project is delayed since December 2023 is *non est* in the eyes of law and shall not be considered while adjudicating the present complaint.

u) That there exists no cause of action as much as in favour of the complainants 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.

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 complainants 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 complainants on 09.07.2020 and buyer's agreement was executed between the parties on 10.11.2021, 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 complainants

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 complainants 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 complainants 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 complainants intend 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 complainants on 31.03.2022 and buyer's agreement was executed between the parties on 07.04.2022, 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., 11.08.2026 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 complainants 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 expiry of 2 months from the date of valid offer of possession or till the date of actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

29. Further, as per Section 19(10) of Act of 2016, the 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 complainants have 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 complainants 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

32. 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 complainants to the respondent from the due date of possession 20.12.2023 till offer of possession plus two months or actual handover of possession, whichever is earlier, as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid. 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 complainants are 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 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 complainants as per norms of the state government as per Section 17 of the Act, failing which the complainants may approach the adjudicating officer for execution of order.

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

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

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

35. Files be consigned to registry.

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