


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

Complaint no.	1811 of 2024
Date of filing complaint	16.05.2024
First date of hearing	19.02.2025
Date of decision	23.07.2025

Ankit PandoiR/o: House no. A-65, Lajpat Nagar Part-1,
New Delhi- 110024 **Complainant****Versus****Signature Global (India) Private Limited**
Registered office: 1302, 13th floor, Tower-
A, Signature Towers, South City-I,
Gurugram, Haryana-122001**Respondent****CORAM:**

Shri Ashok Sangwan

Member**APPEARANCE:**

Shri Akash Godhvani (Advocate)

Shri Venket Rao (Advocate)

Complainant

Respondent

ORDER

1. The present complaint has been filed by the complainants/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	The Millenia, Sector 37D, Gurugram
	Project Area	9.701 acres
2.	Nature of the project	Affordable Group Housing Colony
3.	DTCP license no.	04 of 2017 dated 02.02.2017 valid upto 01.02.2022
	Name of licensee	Signature Global (India) Pvt. Ltd.
4.	RERA Registered/ not registered	Registered 03 of 2017 dated 20.06.2017 upto 4 years from the date of environment clearance, i.e., upto 21.08.2021
5.	Unit no.	Flat no. 3-1308, tower 3, 13 th floor (As per BBA at page 32 of complaint)
6.	Unit admeasuring area	519.229 sq. ft. (Carpet Area) 79.653 sq. ft. (Balcony Area) (As per BBA at page 32 of complaint)
7.	Allotment letter	01.11.2017 (Page 27 of complaint)
8.	Date of builder buyer agreement	30.11.2017 (Page 30 of complaint)
	Possession clause as per builder buyer agreement	5. Possession "5.1 Within 60 (sixty) day from the date of issuance of occupancy certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by 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 installments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the



		<p><i>Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"). whichever is later. "</i></p> <p>(Emphasis Supplied)</p>
	Possession clause as per Affordable Housing Policy, 2013	<p>1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.</p>
9.	Date of approval of building plan	<p>08.06.2017 (As confirmed from another file CR/5675/2022 decided on 21.09.2023 of same project)</p>
10.	Date of environment clearance	<p>21.08.2017 (As confirmed from another file CR/5675/2022 decided on 21.09.2023 of same project)</p>
11.	Due date of possession	<p>21.02.2022 (Calculated from date of environment clearances i.e., 21.08.2017 being later, which comes out to be 21.08.2021 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for projects having completion date on or after 25.03.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic)</p>
12.	Total sale consideration	<p>Rs. 23,84,690/- (As per SOA dated 22.07.2025 placed on record by respondent during proceedings dated 23.07.2025)</p>
13.	Total amount paid by the complainant	<p>Rs. 23,99,262/- (As per SOA dated 22.07.2025 placed on record by respondent during proceedings dated 23.07.2025)</p>
14.	Occupation certificate	<p>25.01.2023 (Page 217 of reply)</p>
15.	Offer of possession	<p>15.02.2023 (Page 193 of reply)</p>

16.	Possession Certificate	13.06.2023 (Page 216 of reply)
17.	Conveyance Deed	08.05.2023 (Page no. 196 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- a) That in 2017, the respondent issued an advertisement announcing a residential group housing project called 'The Millenia' Sector 37D, 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.
- b) That the complainant was caught in the web of false promises of the agents of the respondent paid an initial amount of Rs.1,05,838/- to respondent. The payment was acknowledged by the respondent and complainant was allotted one unit in the said project.
- c) That the complainant received an allotment letter for the unit bearing No. T3-1308. The complainant executed the builder buyer agreement on the 30.11.2017.
- d) That the complainant against the demand notices raised by the respondent have paid a total sum of Rs.21,16,742/- in favour of the respondent. In terms of Scheduled "D" of builder buyer agreement the complainant has made the payments as per the payment plan.
- e) That the complainant has sent multiple e-mails communications and made calls during the time intimating the respondent for the possession of the said unit. The complainant did not receive any revert from the respondent and kept excusing the complainant that the same shall be dealt and settled at the time possession on individual basis.
- f) That the respondent being very well aware of the guidelines laid in The Real Estate (Regulation and Development) Act, 2016 and the Haryana



Real Estate (Regulation & Development) Rules, 2017, and the interest the complainants is entitled for as well as being aware of plethora of judgments issued by Authority 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 complainant contacted the respondent on several occasions and was 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 for delay in construction of the unit 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 they will 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 after losing all hope from the respondent and having shattered and scattered dreams of owning a Home and also losing considerable amount of money (as per the buyer's agreement dated 30.11.2017). The complainant was constrained to approach the Authority for redressal of his grievance.
- i) That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the provisions of Rules, 2017. The complainant has suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Act, 2016 and the provisions of Rules, 2017.

- j) As per clause 6.1(i) of the builder buyer's agreements dated 30.11.2017 the possession of the said unit was to be delivered by 20.08.2021. The actual possession was given to complainant on 08.05.2023.
- k) That under clause 4.6 of the builder buyer's agreement, upon delay of payment by the allottees, the respondent can charge 15% simple interest per annum. On the other hand, as per clause 6.2(ii), the respondent is equally liable to pay to complainant, interest at the rate of 15% per annum 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) 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. 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, illegal and unwarranted including the advance maintenance charges.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):
- I. Interest for every month of delay at the rate of 15% per annum as per BBA 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. The respondent be directed to refund the skyfull maintenance charges of Rs.25,659/-.
 - III. Order the respondent not to charge unnecessary maintenance charges for a period of 5 years.
 - IV. Order the respondent to refund the charges which are not as per the buyer's agreement of Rs.77,437/-.

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:
- a) That the complainant as well as other allottees of the project had made detailed and elaborated enquiries with regard to the location of the project, sanctions accorded by the concerned statutory authorities, specifications of the project as well as capacity, competence and capability of the respondent to successfully undertake the conceptualisation, promotion, construction, development and implementation of the project. Only after being fully satisfied in all respects, the complainant and other allottees proceed to submit their applications for obtaining allotment of apartments in the Affordable Group Housing project. This has also been recorded in BBA dated 11.12.2017 at recital "L".
 - b) That the delivery of the possession of unit and execution of the conveyance deed is subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities as prescribed by the respondent. This has also been recorded in the BBA dated 11.12.2017 at clause 5.
 - c) That in case performance of any of the obligation or undertaking mentioned in BBA is prevented due to force majeure conditions in that case respondent neither responsible nor liable for not performing any of the obligations or undertakings mentioned in BBA as mentioned in clause 19.2 of the agreement. Further, clause 19.3 provides that if possession of the flat is

delayed due to force majeure in that case the time-period for offering possession shall stand extended to the extent of the delay caused.

- d) That the dream of the complainant is fulfilled by the respondent as the physical possession of the complainant on 08.05.2023.
- e) That the complainant deliberately did not mention about the fact that the respondent provided waiver of Rs. 25,000/- however the complainant did not whispered about the same which itself reflect the conduct of the complainant and on this ground only the complaint is liable to be dismissed.
- f) That the proposed period of delivery of physical possession was subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities/documentation as prescribed by the respondent and not being in default of any clause of the agreement.
- g) That the respondent was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and



materials were procured at 3-4 times the rate and the construction of the project continued without shifting any extra burden to the customer.

h) That the unprecedented situation created by the Covid-19 pandemic presented yet another force majeure event that brought to halt all activities related to the project including construction of remaining phase, processing of approval files etc. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020 bearing no. 40-3/2020-DM-I(A) recognised that India was threatened with the spread of Covid-19 epidemic and ordered a complete lockdown in the entire country for an initial period of 21 (twenty) days which started from March 25, 2020. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Even before the country could recover from the 1st wave of Pandemic, the second wave of the same struck very badly in the March/April 2021 disrupting again all activities. Various state governments, including the Government of Haryana have also enforced several strict measures to prevent the spread of Covid-19 pandemic including imposing curfew, lockdown, stopping all commercial, construction activity. The pandemic created acute shortage of labour and material. The nation witnessed a massive and unprecedented exodus of migrant labourers from metropolis to their native village. Due to the said shortage the construction activity could not resume at full throttle even after lifting of restrictions on construction sites.

7. All other averments made in the complaint were denied in toto.
8. 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

9. 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

10. 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

11. 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."

12. 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.

13. 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. Further, 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 August 2021. As per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 21.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 21.02.2022.

G. Findings on the relief sought by the complainant.

- G.I Interest for every month of delay at the rate of 15% per annum as per BBA 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.

14. The factual matrix of the case reveals that the complainant was allotted unit no. 3-1308, tower 3, 13th floor in the respondent's project at the sale consideration of Rs. 23,84,690/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 30.11.2017. The possession of the unit was to be offered within 4 years from approval of building plans (08.06.2017) or from the date of environment clearance (21.08.2017), whichever is later, which comes out to be 21.08.2020 calculated from the date of environment clearance being later. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 21.08.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. Therefore, the due date of handing over possession comes out to be 21.02.2022.
15. The complainants paid a sum of Rs. 23,99,262/- towards the subject unit and are ready and willing to retain the allotted unit in question. The respondent obtained occupation certificate on 25.01.2023 from the competent authorities and offered possession of the unit to the complainant on 15.02.2023.
16. 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."

17. 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.

18. 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.

19. 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., 23.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

20. The definition of term 'interest' as defined under Section 2(z) 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;"*

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondents/ promoters which is the same as is being granted to them in case of delayed possession charges.
22. 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 30.11.2017. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the possession of the subject apartment was to be delivered by 21.08.2021. As far as grace period is concerned, the same is allowed for a period of 6 months in lieu of HARERA notification no. 9/3-2020 dated 26.05.2020. As such the due date for handing over of possession comes out to be 21.02.2022. Further, a relief of 6 months will be given to the allottee that no interest shall be charged from the complainant-allottees for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
23. 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. Therefore, the complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 21.02.2022 till the date of offer of possession (15.02.2023) plus two months i.e., 15.04.2023 or actual handing over of possession (13.06.2023), whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

24. Herein, the complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 21.02.2022 till the date of offer of possession (15.02.2023) plus two months i.e., 15.04.2023, being earlier than the date of actual handing over of possession as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.II The respondent be directed to refund the skyfull maintenance charges of Rs.25,659/-.

G.III Order the respondent not to charge unnecessary maintenance charges for a period of 5 years.

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

26. 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.

27. 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 complainants-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

G.IV Order the respondent to refund the charges which are not as per the buyer's agreement of Rs.77,437/-.

28. Upon perusal of the documents, the Authority finds that the complainant has not submitted any specific documentary evidence or detailed pleadings to support their claim regarding payments made beyond the buyer's agreement executed between the parties. Nevertheless, if any amount has been charged by the respondent that is not part of the buyer's agreement, such amount shall be refunded to the complainant in terms of 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"**, wherein the authority had 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. Therefore, 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.

29. Further, the Authority is of the considered view that the respondent is well within its rights to charge interest for delay in making timely payments by the complainant. However, the rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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 as per Section 2(z) of the Act. 38. However, no interest shall be charged by the respondent, during the covid period i.e., from 01.03.2020 to 01.09.2020 in terms of **HARERA notification no. 9/3-2020 dated 26.05.2020**.

H. Directions of the authority

30. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

- I. The respondent is directed pay interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 21.02.2022 till the date of offer of possession (15.02.2023) plus two months i.e. up to 15.04.2023 being earlier than the date of actual handing over of possession, 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 complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

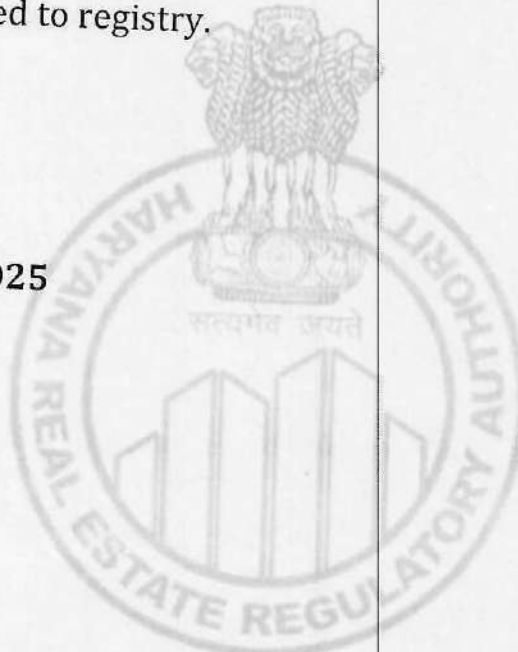


III. The respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024. In case any amount is charged extra from the complainant, same may be adjusted towards future maintenance.

31. Complaint stands disposed of.

32. File be consigned to registry.

Dated:23.07.2025



HARERA
GURUGRAM

Ashok Sangwan
(Member)

Haryana Real Estate
Regulatory Authority,
Gurugram