

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

**Complaint no. :** 2564 of 2024  
**Date of decision :** 04.09.2025

Gaurav Pathania

**R/o:-** A-703, Himachal Apartments, Plot No. 21, Sector-5, Dwarka- 110075

**Complainant**

**Versus**

Signature Global (India) Private Limited

**Registered office:** 1302, 13<sup>th</sup> floor, Tower-A, Signature Towers, South City-I, Gurugram, Haryana-122001

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Ms. Gunjan Negi (Advocate)

**Complainant**

Shri Anjlika Sharna (Advocate)

**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:

S. No.	Particulars	Details
1.	Name of the project	"The Millennia, Sector 37 D Gurugram
2.	Nature of project	Affordable group housing
3.	RERA Registered/Not registered	Registered 03 of 2017 dated 20.06.2017
4.	Allotment letter	26.07.2018 (Page no. 42 of complaint)
5.	Unit no.	10-2503, tower – 10, 25 <sup>th</sup> floor [Page no. 47 of complaint]
	Area admeasuring	585.94 Sq. ft. (carpet area) 79.55 Sq. ft. (balcony area) (Page no. 47 of complaint)
6.	Date of flat buyer agreement	23.08.2018 (Page no. 44 of complaint)
7.	Possession clause	<b>5. Possession</b> <i>5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allotee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allotee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by 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 Said Flat to the Allotee(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> (Page no. 56 of the complaint)
8.	Date of building plan approval	08.06.2017 (taken from another case CR/5675/2022 decided on 21.09.2023 of the same project)
9.	Date of environmental clearance	21.08.2017 (taken from another case CR/5675/2022 decided on 21.09.2023 of the same project)



10.	Due date of possession	21.02.2022 (Calculated from the date of grant of EC being later including grace period of 6 months in lieu of Covid-19)
11.	Total cost	Rs.25,74,235/- (As alleged by the complainant at page 38 of complaint)
12.	Total amount paid by the complainant	<b>Rs.26,50,856/-</b> (As per customer ledger dated 14.07.2025, at page 5 of the additional documents filed by the respondent on 22.07.2025)
13.	Occupation certificate	25.01.2023 (Page 235-237 of reply)
14.	Offer of possession	28.03.2023 (Page 81 of complaint)
15.	Conveyance deed	01.09.2023 (Page no. 95 of complaint)
16.	Possession letter	08.12.2023 (Page no. 234 of reply)

### B. Facts of the complaint:

3. The complainant has made the following submissions: -

- a) That the respondent company issued an advertisement announcing a residential group housing project namely "The Millennia" consisting of residential and commercial complex multi-storied affordable group housing being launched for which license dated 02.02.2017 vide license number 04 of 2017 from the Director General Town and Country Planning, Government of Haryana and Chandigarh had been granted and approval vide memo ZP-1140/SD/(BS)/201712572 dated 08.06.2017 been obtained from the DGTCP. Accordingly, the respondent company invited applications from prospective buyers for the purchase of allotments in the said project.
- b) It was represented to the complainant that the respondent company had procured all the necessary approvals and sanctions which included environment clearance as per Affordable Group Housing Policy, 2013,

Government of Haryana vide Town and Country Planning Department notification dated 21.08.2017.

- c) That believing upon the representation and assurances, the complainant applied for allotment of a flat in the project vide his application dated 07.05.2018 and was allotted unit no. 10-2503 in Tower 10 having carpet area of 585.94 square feet on the 25th floor and balcony having area of 79.545 square feet along with two-wheeler open parking against total sale consideration of Rs.25,74,235/-.
- d) That the complainant received an allotment letter dated 26.07.2018 for unit no. 10-2503 and was directed to remit the demanded amount of Rs.8,46,160.00/-. The complainant duly paid the initial amount of Rs.8,46,160/- via HDFC Bank (home loan disbursement). On 23.08.2018 a builder buyer agreement (BBA) was entered into between the parties wherein all the terms and conditions were incorporated. That in terms of clause 5 of the builder buyer agreement the respondent company was under contractual obligation to hand over the duly completed flat on or before 20.08.2021.
- e) That the complainant against the demand notices raised by the respondent paid a total sum of Rs.25,74,235/- in favor of the respondent in terms of the builder buyer agreement in installments. Despite the said payments, the respondent failed to deliver the possession in the agreed timeframe (i.e., on or before 20.08.2021) for reasons best known to them and the respondents never bothered to intimate reasoning for the delay to the complainant. Therefore, the respondent company has breached the sanctity of the buyer's agreement.
- f) That in the year 2022, after the due date for delivery of possession had become due, the complainant visited the office of the respondent company several times as well as the project site, where to the complainant's surprise,





he found no construction activity taking place and it was informed by the respondent company that construction has been banned by the Hon'ble NGT, Delhi. It is pertinent to mention here that though the respondent themselves were not taking any measures to complete the project on time, they demanded that the complainant make no defaults in the payments. The complainants' first payment was delayed due to processing of home loan for which he paid delay charges (amounting to Rs.17,000/-) as per the BBA provisions. Thereafter, the complainant made sure that all his payments were on time and never defaulted in his timely payments.

- g) That the respondent issued an offer of possession with regard to allotted plot vide letter dated 23.03.2023, whereby he was informed by the Respondents that the construction of the project was complete, that occupation certificate for the project had been received from the concerned authority and that his unit was ready for possession. The respondent offered possession of the flat subject to clearance of amounts due and payable by the complainant such as holding charges, non-occupancy charges etc.
- h) As per the statement of accounts received, the respondent raised several illegal demands under the following heads although the said charges never constituted a part of the builder buyer agreement:
- Water Connection Charges – Rs.1,630/-
  - Advanced Consumption Deposit – Rs.6,000/-
  - IFSD Charges – Rs.15,000/-
  - External Electrification Charges – Rs.36,749/-
  - Meter Connection Charges – Rs.4,543/-
- i) That since the respondent had made the offer of possession subject to illegal demands on the heads of certain electricity, electrification and maintenance charges which were neither justified nor was the complainant contractually bound to pay, therefore, the complainant vide email dated 24.03.2023 raised



his concerns with the respondents and sought clarifications for payments for advanced consumption deposit, external electrification. In response to the abovementioned email, the respondents answered vide email dated 28.03.2023, wherein it was stated that the charges were being charged as per Dakshin Haryana Bijli Vitran Nigram Circular.

- j) Since the respondents had already delayed in offering possession and conveyed in clear terms that physical possession would be handed over only upon payment of the abovementioned charges, the complainant paid Rs.28,956/- on 24.07.2023 for Skyfull Maintenance charges although the same was to be paid by the respondents as per Para 9.1 of the BBA. Similarly, the Complainant also made a payment of Rs.15,000/- towards IFSD charges and Rs.36,749/- for External Electrification Charges on 05.04.2023 although the same have been wrongly charged on the Complainant. It is pertinent to mention here that Guidelines carried out by Dakshin Haryana Bijli Vitran Nigam Sales Circular No. D-05/2023 dated 04.01.2023 provides in clear terms as under:

*"7. For the Single Point Connection, for the project area/scheme having ultimate load as greater than 15 MVA and upto 25 MVA, the builder/developer at his own cost shall create a dedicated 33kV switching station/substation on his land (approx 500 Sq yards for 33kV switching station and approx. 1250 Sq yards for 33kV substation, as the case may be) along with adequate capacity of external and internal electrical infrastructure (33/11kV internal substation with 11/0.4kV down linking distribution infrastructure or 33/0.4kV internal distribution system commensurate to the Ultimate Load of his project area/scheme) for feeding supply to his project are/scheme.*

xxxxx

*10. For the Multipoint Connections, for the project area/scheme having ultimate load as greater than 15 MVA and upto 25MVA, the builder/developer at his own cost shall create a dedicated 33kV switching station on his land (approx. 500 Sq yards) along with adequate capacity of underground external and internal electrical infrastructure(at 33/0.4kV along with Distribution Transformers commensurate to the Ultimate Load) for feeding supply to his project area/scheme and shall handover/transfer the same to DHBVN free of cost."*

- k) Thereafter, a conveyance deed was made and executed on 01.09.2023 between the complainant and respondent company. On 05.12.2023, the



complainant was handed over physical possession of the unit allotted to him, however, the same was after a delay of more than 02 years since the respondents were bound to handover the possession of duly completed flat on or before 20.08.2021, in terms of the builder buyer agreement.

- l) That there is almost 2.5 years of unexplained delay in handing over the possession by the respondent company, however, the complainant was never given any delayed possession charges with respect to the said plot. Therefore, the complainant has a genuine grievance which requires the intervention of this Authority to do justice with him.
- m) That the complainant paid the demands raised within the stipulated time without any default in accordance with agreement to sell and thus is entitled to the interest at prescribed rate for the unreasonable delays in delivering the possession by it and the respondent company is liable to pay interest for delayed period of handing over the possession in accordance with Section 18 of the Act of 2016.
- n) That it is a fit case wherein the respondent company must be directed to pay interest at prescribed rate for delayed period of handing over the possession till the actual date of handing over the possession in view the mandatory obligation as provided under Section 18 of the Act, 2016 as well as on account of the acrimony of respondent company wherein it obliterated the trust reposed on it by the complainant by handing over his hard earned money always on time and in accordance with the agreement to sell but the respondent company did not perform the required reciprocity which goes to very root of any bilateral agreement.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
  1. Direct the respondent to pay delayed possession charges at the prescribed rate of interest for every month of delay on the amount paid by the

complainant to the respondent from the due date to the actual handing over of possession i.e., 05.12.2023.

- II. Direct the respondent not to charge anything which is not part of the BBA and the provisions of affordable group housing policy, 2013 and if any paid, be returned to the complainant.
- III. Direct the respondent not to charge the amount of Skyfull maintenance charges for the period of 5 years.
- IV. Direct the respondent to refund the amount of IFSD to the complainant that was wrongly charged from the complainant.
- V. Direct the respondent to refund the amount of External electrification charges that was wrongly charged from the complainant.
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 applied for allotment of a flat in the project rather the complainant 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 23.08.2018 at recital "L".
  - b) That the delivery of the possession of unit was to be handed over on or before 20.08.2021 as projected/represented. The complainant cannot be



permitted to rely upon the selected clauses/covenants of flat buyer's agreement. The covenants incorporated in the Agreement to be cumulative considered in their entirety to determine the rights and obligations of the parties.

- c) 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.
- d) 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.
- e) 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 1<sup>st</sup> 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.

- f) 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 automatically to the extent of the delay caused.
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 Direct the respondent to pay delayed possession charges at the prescribed rate of interest for every month of delay on the amount paid by the complainant to the respondent from the due date to the actual handing over of possession i.e., 05.12.2023.**

14. The factual matrix of the case reveals that the complainant was allotted unit no. 10-2503, tower 10, 25<sup>th</sup> floor in the respondent's project at the sale consideration of Rs.25,74,235/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 23.08.2018. 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. The complainants paid a sum of Rs.26,50,856/- towards the subject unit. The respondent obtained occupation certificate on 25.01.2023 from the competent authorities and offered possession of the unit to the complainant on 28.03.2023.

15. 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."*

16. **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.*

17. 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.
18. 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., 04.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
19. 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:

***"(z) "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;"*



20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
21. 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 23.08.2018. 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.
22. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.85% p.a. w.e.f. 21.02.2022 till the date of offer of possession (28.03.2023) plus two months i.e., 28.05.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- G.II Direct the respondent not to charge anything which is not part of the BBA and the provisions of affordable group housing policy, 2013 and if any paid, be returned to the complainant.**
23. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement or provided under Affordable Housing Policy, 2013.
- G.III Direct the respondent to refund the amount of IFSD to the complainant that was wrongly charged from the complainant.**



**G.IV Direct the respondent to refund the amount of External electrification charges that was wrongly charged from the complainant.**

24. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
25. In the above mentioned relief sought by the complainant the Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed accept for the statutory rights under the Act of 2016. The complainant could have asked for the claim before the conveyance deed got executed between the parties.
26. Further, the Authority observes that as per possession certificate dated 08.12.2023 placed on page no. 115 of the complaint, the complainant has relinquished all her claims on handing over of possession of the unit. The relevant portion of the possession certificate dated 08.12.2023 is reproduced hereunder for ready reference:

*"I/we have received the vacant physical possession with locks and keys (03 sets of keys), of the said allotted unit accordance with the provisions of the said agreement after having done a complete, detailed and thorough inspection and have been fully satisfied with the quality of finishing, workmanship of the construction work, standard of the material used, amenities, fixtures and fittings thereof and the project. I/we have independently verified the carpet area measurement of said allotted unit and confirm that said allotted unit is complete in accordance with the plans and specifications agreed in terms of builder buyer's agreement executed between me/us and the company. I/we furthermore confirm that there is proper light provision and C.P. fittings etc. is in good working condition.*

*I/we have no claims whatsoever against the company against the said allotted unit."*

27. Also, on execution of the conveyance deed, the complainant-allottee cannot seek any refund of charges other than statutory benefits if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remains. So, no directions in this regard can be effectuated at this stage.

**G.V Direct the respondent not to charge skyfull maintenance charges for a period of 5 years. Refund, if already paid.**



28. 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.
29. 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.

#### **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., 10.85% per annum for every month of delay on the amount paid by the complainants itself from due date of possession i.e., 21.02.2022 till the



date of offer of possession (28.03.2023) plus two months i.e. up to 28.05.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.

- II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(z a) of the Act. Further no interest shall be charged from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
- III. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement or provided under Affordable Housing Policy.
- IV. 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.

31. Complaint as well as applications, if any, stand disposed off accordingly.
32. File be consigned to registry.

**Dated: 04.09.2025**

  
**Vijay Kumar Goyal**  
**(Member)**  
Haryana Real Estate  
Regulatory Authority,  
Gurugram