

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

Complaint no.	6212 of 2024
Date of filing complaint	15.01.2025
First date of hearing	16.04.2025
Date of decision	09.12.2025

Vikas Dhiman**R/o:** House no. 14, Bank Colony, Krishna Colony,
Gurugram, Haryana- 122001**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 Arun Kumar
Shri Phool Singh Saini**Chairman
Member****APPEARANCE:**

Shri Akash Godhvani (Advocate)

Shri Venket Rao (Advocate)

Complainant
Respondent**ORDER**

1. The present complaint has been filed by the complainant/allottee 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. 6-1103, tower 6, 11 th floor (As per BBA at page 32 of complaint)
6.	Unit admeasuring area	585.944 sq. ft. (Carpet Area) 79.545 sq. ft. (Balcony Area) (As per BBA at page 32 of complaint)
8.	Date of builder buyer agreement	12.12.2017 page 30 of complaint)
	Possession clause as per builder buyer agreement	5. Possession <i>"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....."</i>
	Possession clause as per Affordable Housing Policy, 2013	<i>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</i>

		<i>be renewed beyond the said 4 years period from the date of commencement of project.</i>
9.	Date of approval of building plan	08.06.2017 (Taken from another file of the same project i.e., CR/382/2023)
10.	Date of environment clearance	21.08.2017 (Taken from another file of the same project i.e., CR/382/2023)
11.	Due date of possession	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)
12.	Basic sale consideration	Rs. 26,79,693/- (As per Customer Ledger dated 22.04.2025 at page no. 78 of reply)
13.	Total amount paid by the complainant	Rs. 27,64,793/- (As per Customer Ledger dated 22.04.2025 at page no. 78 of reply)
14.	Occupation certificate	25.01.2023 (Page 32 of reply)
15.	Offer of possession	04.03.2023 (Page 36 of reply)
16.	Possession Certificate	17.08.2024 (Page 70 of complaint)
17.	Conveyance Deed	05.07.2024 (Page 40 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- That in 2017, the respondent company issued an advertisement announcing a residential group housing project called 'The Millennia' 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. The respondent confirmed that the project had got building plan approval from the authority.

- b) That the complainant was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs. 1,19,177/- to the respondent. The payment was acknowledged by the respondent and the complainant was allotted one unit being in the above said project. The complainant received an allotment letter for the unit bearing no. 6-1103.
- c) That the complainant caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 12.12.2017.
- d) That the complainant against the demand notices raised by the respondent have paid a total sum of Rs.27,93,358/- in favour of the respondent. In terms of Schedule "D" of builder buyer agreement, the complainant has made the payments as per the payment plan.
- e) That the complainant had sent multiple e-mails communications and made calls during the time intimating the respondent for the possession of the said unit. With great regret the complainant did not receive any revert from the respondent.
- f) That the respondent being very well aware of the guidelines laid in The Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017, and the interest the complainant is entitled for as well as being aware of plethora of judgments issued by the Haryana Real Estate Regulatory Authority, Gurugram, the respondent has not given the complainant the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA.
- g) That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the respondent for construction on very regular basis. The respondent

was never able to give any satisfactory response to the complainant regarding the status of the construction and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of delay on account of the Corona Virus and on the account of paucity of funds.

- h) That the respondent is guilty of deficiency in service within the purview of provisions of the Act and the Rules. The complainant has suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Act and Rules.
- i) That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their floors and the provisions allied to it. The modus operandi adopted by the respondent, from the respondents point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time. The respondent not only failed to adhere to the terms and conditions of buyer's agreement dated 12.12.2017 and affordable housing policy 2013 but has also illegally extracted money from the complainant by stating false promises and statements.

- j) That as per clause 6.1(i) of the builder buyer's agreements, which was signed on 12.12.2017, the possession of the said unit was supposed to be delivered by 20.08.2021. The respondent is liable to pay interest at the rate prescribed in clause 6.2(ii) i.e., at 15% per annum for every month of delay till the handing over of the possession of the said flat within 45 days of it becoming due. The said clause is reproduced hereunder:
- k) That 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. 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.
- l) 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, unlawful, untenable, unsustainable, grossly misconceived, illegal 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.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):

- I. Direct the respondent to pay the 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 the committed date of possession till the actual possession is delivered with proper habitable conditions.

- II. Direct the respondent to refund the skyful maintenance charges of Rs.28,956/-
 - III. Direct the respondent not to charge the amount of skyful maintenance charges for a period of 5 years.
 - IV. Direct the respondent to refund the charges which are not as per the buyer's agreement of Rs.81,621/-.
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 on 05.08.2017, the complainant applied for allotment of a unit in the project of the respondent and based on draw of lots held on 27.10.2017 in presence of the officials of DGTCP and representatives of Deputy Commissioner for our Affordable Housing Project "The Millennia", a unit was allotted to the complainant bearing no. 6-1103 in tower 6 having carpet area of 585.944 sq. ft. and balcony area of 79.54 sq. ft. on 11th floor together with the two wheeler parking vide allotment letter dated 01.11.2017.
 - b) That on 12.12.2017, a buyer's agreement was executed for the said unit having sale price of Rs.23,83,548/- excluding all charges, taxes etc. as mentioned and agreed by the complainant under the agreement. The said agreement was signed by the complainant voluntarily with free will and consent without any demur. The complainant had applied for the unit only after the due diligence, verification done and post being fully satisfied with the project.

- c) That as per clause 4.4 of the agreement, the complainant herein had agreed and undertaken to pay balance sale consideration in terms of the payment schedule in six equated six-monthly instalments spread over three years period with no interest failing from the due date of payment as per the applicable interest for the period of delay.
- d) That as per clause 4.6 of the agreement, in case of delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement the allottee was bound to pay interest for the applicable period of delay at applicable rate of interest as per the applicable law(s).
- e) That as per provision of clause 5.1 of the agreement, the possession was proposed to be offered within an estimated period of 4 years, from the approval of building plans or grant of environmental clearance, whichever is later. The said time period for offer of possession was subject to force majeure circumstances.
- f) That the environmental clearance of the project was granted on 20.12.2019 and thus, possession was proposed to be offered on or before 20.12.2023, however the said date is entitled to be extended due to force majeure circumstances.
- g) That as per provision of clause 19 of the agreement the complainant has agreed and understood the force majeure circumstances and also the fact that respondent shall not be held liable for not performing obligations or undertaking provided therein and allottee shall not be liable for any compensation for such delay. Thus, the respondent is entitled for extension of timeline due to force majeure circumstances.
- h) That the committed date of possession fall at the time of Covid-19 when the entire nation was under ;lockdown and considering the same the Ministry of Finance vide Office Memorandum No. F.18/4/2020-PPD

dated 13.05.2020 had considered the period of Covid-19 lockdown as force majeure circumstance and has allowed the parties to contract with an extension of 6 months period fulfilling the contractual obligations. Further, Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405 dated 13.05.2020 had considered the said Covid-19 situation as force majeure for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid-19.

- i) 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.
- j) That after the completion of the project and receiving the occupation certificate, the possession was offered vide offer of possession letter dated 04.03.2023. Thereafter, conveyance deed has been executed on 05.07.2024 and the possession has been taken over by the complainant vide possession letter dated 05.07.2024. Furthermore, in the possession certificate, the complainant has voluntarily waived off his right by himself being satisfied of all the terms and conditions of the agreement. Thus, the complainant has waived off his right to claim delay possession charges.

- k) That the complainants in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various force majeure circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras.
- l) 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.
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 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 various orders passed by the Haryana State Pollution Control Board from 01.11.2018 to 10.11.2018, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal and other statutory authorities.
14. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains

specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:

"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 licenses shall not be renewed beyond the said 4-year period from the date of commencement of project."

15. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by them. The Authority notes that the construction ban, cited by the respondent, was of a short duration and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent, being a respondent/promoter, should have accounted for it during project planning. Hence, all the pleas advanced in this regard are devoid of merits. Further, the respondent has not demonstrated whether it extended any equivalent relief to the allottees during the period of the construction ban. If the respondent did not relax the payment schedules for the allottees, its plea for relief due to delays caused by the construction ban appears unjustified. The Authority, therefore, holds that the respondent is not entitled to any relaxation or extension of time beyond the mandate of four years completion period as prescribed under Affordable Housing Policy, 2013.

16. In accordance with the said policy the respondent was obligated to handover the possession of the allotted 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. In the present case, the date of approval of the building plan is 08.06.2017 and environment clearance is 21.08.2017 as taken from the project details. The due date is calculated

from the date of environment clearance being later, so, the due date of subject unit comes out to be 21.08.2021. 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/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 for handing over possession *in view of notification no. 9/3-2020 dated 26.05.2020*, on account of force majeure conditions due to the outbreak of Covid-19 pandemic. So, in such a case the due date for handing over of possession comes out to 21.02.2022. Granting any other additional relaxation would undermine the objectives of the said policy.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by the complainant with effect from the committed date of possession till the actual possession is delivered with proper habitable conditions.

17. The factual matrix of the case reveals that the complainant was allotted unit no. 6-1103, tower 6, 11th floor in the respondent's project at the sale consideration of Rs.26,79,693/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 12.12.2017. 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.

18. The complainant paid a sum of Rs.27,64,793/- towards the subject unit and is 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 to the complainant on 04.03.2023.
19. 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."

20. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, 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.

21. 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.
22. 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., 09.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
23. 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;"
24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondents/ promoters

which is the same as is being granted to them in case of delayed possession charges.

25. 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 09.04.2018. 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.
26. 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 @ 11.10% p.a. w.e.f. 21.02.2022 till the date of offer of possession (04.03.2023) plus two months i.e., 04.05.2023 or actual handing over of possession (17.08.2024), whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The date of offer of possession plus two months being earlier than the date of actual handing over of possession, 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 complainant from due date of possession i.e., 21.02.2022 till the date of

offer of possession (04.03.2023) plus two months i.e. up to 04.05.2023 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.II. Direct the respondent to refund the skyful maintenance charges of Rs.28,956/-

G.III Direct the respondent not to charge the amount of skyful maintenance charges for a period of 5 years.

27. 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.

28. The respondent in the present matter has raised invoice of skyful maintenance charges amounting to through maintenance agency i.e., "Skyfull Maintenance Services Pvt. Ltd." 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 which is reproduced as under:

"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. It is pertinent to mention here that the authority on 11.04.2022 requested DTCP, Haryana to give clarification with respect to the issue of maintenance. In response of the said letter sent by the Authority, an email dated 29.11.2022 has been received from DTCP intimating that the issue of free maintenance of the colony in terms of Section 4(v) of the Affordable Group

Housing Policy, stands referred to the Government and clarification will be issued by DTCP as and when the approvals is received from the Government.

30. As per the clarification regarding maintenance charges to be levied on affordable group housing projects being given by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it is 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.

31. Accordingly, the respondent is obligated to charge the maintenance/use/utility charges from the complainant-allottee as per consumptions basis as has been clarified by the Directorate of town and Country Planning, Haryana vide clarification dated 31.01.2024. In case any amount charged extra from the complainant, same may be adjusted towards future maintenance.

G.IV Direct the respondent to refund the charges which are not as per the buyer's agreement of Rs.82,260/-.

32. 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.

H. Directions of the authority

33. 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 delay possession charges at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 21.02.2022 till the date of offer of possession (04.03.2023) plus two months i.e. up to 04.05.2023, 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 complainant-allottee as per consumptions basis as has been clarified by the Directorate of town and Country Planning, Haryana vide clarification dated 31.01.2024. In case any amount charged extra from the complainant, same may be adjusted towards future maintenance.
- IV. 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(za) 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.

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

34. Complaint stands disposed of.

35. File be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated:09.12.2025

HARERA
GURUGRAM