

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

Complaint no.: 1007 of 2025
Complaint filed on: 24.02.2025
Date of decision: 08.01.2026

1. Mr. Pawan Singh Chauhan
2. Mrs. Sharmila Chauhan

Both RR/o: - House No. 355F, Housing Board Colony,
Phase-1, Opp. Medi City, Sector- 39, Gurugram- 122001

Complainants

Versus

M/s Sternal Buildcon Private Limited
Registered office: - Ground floor, Tower-A, Signature
Towers, South City-I, Gurugram, Haryana-122001

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Mohit Dua (Advocate)

Complainants

Shri Venket Rao (Advocate)

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:

S. No.	Particulars	Details
1.	Name of the project	"Signature Global City 81", Sector-81, Gurugram
	Project Area	11.9778 acres
2.	Nature of the project	Affordable Plotted Colony under DDJAY
3.	DTCP license no.	7 of 2021 dated 05.03.2021 Valid upto 04.03.2026 (Migrated from LC-1763 (80 of 2014))
	Name of licensee	STERNAL BUILDCON PVT. LTD.
4.	RERA Registered/ not registered	Registered RC/REP/HARERA/GGM/478/210/2021/46 for Floors dated 27.07.2021 Valid up to 28.02.2024
5.	Unit no.	Independent Floor no. 81-L34-A-4F in Block-A, on 4 th floor in Plot no. A33 (As per BBA at page no. 27 of complaint)
6.	Unit admeasuring area	653.17 sq. ft. (super Area) (As per BBA at page no. 27 of complaint)
7.	Date of booking application form	25.10.2021 (As per page no. 27 of complaint)
8.	Date of execution of builder buyer agreement	09.02.2022 (As on page no. 17 of complaint)
9.	Possession clause as per builder agreement	<p>7. POSSESSION OF THE RETAIL UNIT</p> <p>"7.1 Schedule for possession: - The Promoter agrees and understands that timely delivery of possession is the essence of the Agreement.</p> <p><i>The Promoter assures to hand over possession by 30th June 2023 for plot nature of project and 28th February 2024 for floor nature of project unless there is a delay due to "Force Majeure", Court Order, Government Policy /guidelines, decision etc. affecting the regular the development of the real estate project. If the completion of the project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential</i></p>



		<i>Independent Floor." (Emphasis supplied)</i> (As per BBA at page 38 of complaint)
10.	Due date of possession	28.02.2024
11.	Total sale consideration	Rs.69,97,418/- (As per clause 1.2 of the BBA at page no. 28 of complaint)
12.	Total amount paid by the complainant	Rs.69,75,914/- (As annexure-3, customer ledger dated 31.12.2024 at page no. 66 of the complaint)
13.	Occupation certificate and completion certificate	Obtained on 16.09.2024 (As confirmed by the counsel for the respondent during proceeding dated 08.01.2026)
14.	Offer of possession	28.09.2024 (Page no. 46 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- a) That the complainants had booked a residential independent floor unit bearing unit no. 81-L34-A-4F, 4th floor, at plot no. A-33 under the affordable plotted colony in the project namely 'Signature Global City - 81' situated at Village Nakhdola, Sector 81, Gurugram, Haryana launched by the respondent in the year 2022.
- b) That both the parties herein entered into a builder buyer's agreement on 09.02.2022, which stipulated the terms and conditions for the said allotment. As per clause 7.1 of the BBA, the respondent was obligated to complete construction and hand over possession of the subject unit till 30.06.2023.
- c) That the complainants, in compliance with the BBA, has duly made payments as and when demanded by the respondent company. The complainants have paid more than 95% of the sale consideration, amounting to Rs.71,20,461/- against the total sale consideration of Rs.69,75,914/-.
- d) That despite receiving a substantial amount of the sale consideration, the respondent has failed to deliver possession of the subject unit within the



stipulated timeframe, causing undue financial and mental agony to the complainant. The delay in handing over possession is solely attributable to the respondent, and there are no valid justifications for the same.

- e) That as per the provisions of the Act 2016, the complainants are entitled to interest/compensation for the period of delay as per section 18(1) of the Act, 2016 which mandates that the developer shall pay interest for every month of delay until possession is handed over.
- f) That the complainants have made repeated requests to the respondent for possession of the unit and payment of delayed possession charges, but the respondent has failed to address the legitimate concerns of the complainants.
- g) That the act of the respondent amounts to unfair trade practice, misrepresentation, and deficiency in service, violating the provisions of the Act, 2016. As per section 11 (4) of the Act 2016, the promoter is liable to abide by the terms and agreement of the sale. Further, as per section 18 of the 2016, the promoter is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.
- h) Accordingly, the complainants are entitled to get interest on the paid amount at the rate as prescribed by the Authority per annum from due date of possession as per builder buyer agreement till the date of handing over of possession.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - I. Direct the respondent to handover the possession of the subject unit after receipt of Occupation certificate;
 - II. Direct the respondent to pay the complainant interest on the amount paid, calculated at the RERA prescribed rates, for delay in handing over of possession from the due date till the date of actual handing over of possession;



- III. Direct the respondent to execute the conveyance deed within stipulated time frame after handing over of possession;
 - IV. Direct the respondent not to charge the holding charges and maintenance charges;
 - V. Direct the respondent not to charge or demand beyond the Builder Buyer's Agreement;
 - VI. Direct the respondent to charge the delayed payment, if required at equitable rate of interest.
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:
- i. That the complainant herein in the year 2021, being in search of an apartment, learned about the Affordable housing project titled as '*Signature Global City 81*' at Sector 81, Gurugram being developed by the respondent in terms of the Affordable Housing Policy and the same was advertised in 2021.
 - ii. That on 25.10.2021, the complainant vide application no. BAAP/00110/21-22 applied for booking a unit in the project of the respondent, post being impressed with the specifications of the project with a desire to secure the allotment of an apartment/unit in the aforesaid project. That pursuant to the application form dated 25.10.2021, a flat bearing no. 81-L34 in block/tower A on 4th Floor having a carpet area of 653.17 sq. ft. with the Two-wheeler open parking site and pro rata share on common areas was allotted to the complainant via allotment letter dated 11.11.2021.
 - iii. That on 09.02.2022 flat buyer's agreement, was executed for the said unit having sale price of Rs.69,97,418.00/- excluding all other charges, taxes etc. as mentioned and agreed by the complainant under the agreement. It is to

note, that the said agreement was signed by the complainant voluntarily with free will and consent without any demur.

- iv. That as per the provision clause 2, schedule c of the agreement, the complainant herein had agreed and undertaken to pay balance sale consideration in terms of the payment schedule, in six equated sim-monthly installments spread over three years period, with no interest failing from the due date of payment as per the applicable interest for the period of delay. Further, as per the clause 9.3 of the agreement, in case of any delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement the promoter was allowed to cancel the grant of possession of the flat to the allottee(s), subjected the allottee has failed to make the outstanding payment even the notice beyond the required period.
- v. That as per the provision of clause 9.1 of the agreement as well as affordable housing policy, the possession of the apartment was proposed to be offered as per clause 7.1 of the said agreement. The said time period for offer of possession was subject to *force majeure* circumstances. It is pertinent to mention here that the possession was proposed to be offered on 28.02.2024; however, the said date is entitled to be extended due to various *force majeure* circumstances. That it is pertinent to mention here that possession was offered to the complainant on 28.09.2024.
- vi. That the complainant has paid the sum of Rs.71,20,461/-, however out the said amount, the Sum of Rs.3,27,954/- has been given as a credit note i.e., discount; therefore, the complainant has only paid the Rs.67,92,507/-. Hence, the delay payment charges should be calculated on Rs.67,92,507/-. The respondent further submits that interest towards delayed possession charges (DPC) is liable to be calculated only on the actual amounts paid by the complainant up to the date of the offer of possession, i.e., 15.02.2023.



Any payments made subsequent to the said date fall outside the scope of the respondent's liability, as the respondent's obligations with respect to DPC cease upon offering possession.

- vii. That the complainant has paid a total amount of Rs.67,92,507/- to the respondent. The respondent offered possession of the unit to the complainant on 28.09.2024. Thereafter, the complainant made a payment of Rs.78,427/- and Rs.66,120/- on 24.04.2025 and 30.04.20 respectively i.e., after the offer of possession. The respondent submits that this amount of Rs.1,44,651/-, being paid subsequent to the date of the offer of possession, is not liable to be considered for the calculation of delayed possession charges (DPC). After deducting this post-offer of possession payment, the net amount on which DPC is to be calculated is Rs.66,47,856/-. The respondent's liability to pay interest towards DPC is confined strictly to this amount of Rs.66,47,856/-, which represents the payments actually received from the complainant up to the date of the offer of possession. Consequently, the complainant is not entitled to claim DPC interest on the sum of Rs.1,44,651/- paid thereafter.
- viii. That as per the provision of clause 9.1 of the agreement, the complainant has agreed and understood the force majeure circumstances and the fact that the respondent shall not be held responsible or liable for not performing obligations or undertaking provided therein, and allottee shall not be liable for any compensation for such delay. Further, as per clause 9.1 of the agreement, the respondent is entitled for extension of timeline affected due to *force majeure* circumstances: -
- That the Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various Real Estate Developers due to second wave of Covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the

same as *force majeure* event. Thus, the respondent is entitled for 3 months extension for completion of the project.

- Subsequently, upon removal of the Covid-19 restrictions it took time for the workforce to commute back from their villages, which led to slow progress of the completion of project. Despite, facing shortage in workforce, materials and transportation, the respondent managed to continue with the construction work and completed the project. That the respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the Project.
- That due to 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.
- The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below:

S. No.	AUTHORITIES/DATE OF ORDER	TITLE	DAYS AFFECTED
1.	Covid-19 extension (Second Wave) HRERA, Panchkula / 02.08.2021	Extract of the Resolution passed in the meeting dated 02.08.2021,	3 months extension
2.	Commission for Air Quality Management (NCR and Adjoining Areas) / 16.11.2021	Order dated 16.11.2021	16.11.2021 to 21.11.2021 (6 days)



3.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 29.10.2022	29.10.2022 to 14.11.2022. (16 days)
4.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 09.11.2022	09.11.2022 to 14.11.2022 (5 days)
5.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 04.12.2022	04.12.2022 to 07.12.2022 (4 days)
6.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 30.12.2022	30.12.2022 to 04.01.2023 (5 days)
7.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 06.01.2023	06.01.2023 to 15.01.2023 (10 days)
8.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 02.11.2023	02.11.2023 to 28.11.2023. (28 days)
9.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 22.12.2023	22.12.2023 to 01.01.2024 (9 days)
10.	Commission for Air Quality Management (NCR and Adjoining Areas)	Order dated 14.01.2024	14.01.2024 to 18.01.2024 (4 days)
TOTAL		6 months approx.	

- That the delay caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. It may also be noted that the respondent had carried out its obligations in accordance with utmost diligence. That after considering the above delay, the date to offer possession must be extended by approximately. 5-6 months.
- ix. That the conveyance deed cannot be executed between the parties as the complainant has defaulted in making timely payments, even after the multiple reminders stating to pay the outstanding amount of Rs.1,44,547/- in exclusive of taxes, by the respondent to the complainant.
- x. That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent.



Further, nowhere in the complaint has it 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 an extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed is *non est* in the eyes of law and shall not be considered while adjudicating the present complaint.

- xi. That it is evident that the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. That it is brought to the knowledge of this Authority that the complainant is trying to hoodwink the Authority by placing untrue facts and are attempting to hide the true colour of intention. That there exists no cause of action as much as in favour of the complainant or against the respondent and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
- xii. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law and hence deserves to be dismissed.

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 completed 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. But all the pleas advanced in this regard are devoid of merit. The Authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover



the possession of the allotted unit by 28.02.2024. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the booking application form had been issued by the respondent in favour of the complainant on 25.10.2021 and buyer's agreement was executed between the parties on 09.02.2022, which is much after the effect of Covid and hence, no further grace period is allowed to the respondent.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to handover the possession of the subject unit after receipt of Occupation certificate

G. II Direct the respondent to pay the complainant interest on the amount paid, calculated at the RERA prescribed rates, for delay in handing over of possession from the due date till the date of actual handing over of possession.

G.III Direct the respondent to execute the conveyance deed within stipulated time frame after handing over of possession.

14. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.
15. The factual matrix of the case reveals that the complainant booked a Independent floor bearing no. 81-L34-A-4F, in block A, 4th floor in plot no. A33, admeasuring carpet area 653.17 sq. ft. in the project "Signature Global City 81" being developed by the respondent. The complainant has paid Rs.69,75,914/- against the sale consideration of Rs.69,97,418/-. A buyer agreement w.r.t the allotted unit was executed between the parties on 09.02.2022.
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. Further, clause 7.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"7.1 Schedule for possession -

The Promoter agrees and understands that timely delivery of possession is the essence of the Agreement.

*The Promoter assures to **hand over possession by 30th June 2023 for plot nature of project and 28th February 2024 for floor nature of project unless there is a delay due to "Force Majeure", Court Order, Government Policy/guidelines, decision etc. affecting the regular the development of the real estate project. If the completion of the project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Independent Floor....."***

(Emphasis supplied)

18. **Admissibility of grace period:** As per clause 7.1 of buyer's agreement, the respondent promoter has proposed to handover the possession to the complainant by 28.02.2024. The respondent requested for allowing 6 months grace period in lieu of Covid-19. However, it is observed that the booking application form had been issued on 25.10.2021 and buyer's agreement was executed on 09.02.2022 which is much after the affect of Covid and hence, no further grace period is allowed to the respondent.
19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are 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.

20. 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.
21. 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., 08.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
22. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:
- "(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.***
Explanation. —For the purpose of this clause—
- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*
23. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
24. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The due date of handing over possession was 28.02.2024. Occupation certificate has also not been obtained by the respondent from the concerned authority. The Authority is of the considered



view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities to handover the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 28.02.2024 till the date of offer of possession (28.09.2024) plus two months i.e., 28.11.2024 or till the date of actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

25. 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 @ 10.80% p.a. w.e.f. 28.02.2024 till the date of offer of possession (28.09.2024) plus two months i.e., 28.11.2024 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*.
26. Further, as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent has obtained the occupation certificate on 16.09.2024 from the competent Authority. In view of the above, the respondent is directed to handover possession of the unit and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

G. IV Direct the respondent not to charge the holding charges and maintenance charges;

G. V Direct the respondent not to charge or demand beyond the Builder Buyer's Agreement;

27. **Holding Charges:** - As far as holding charges are concerned, the developer having received the sale consideration has nothing to lose by holding possession



of the allotted flat except that it would be required to maintain the apartment. Therefore, the holding charges will not be payable to the developer. Even in a case where the possession has been delayed on account of the allottee having not paid the entire sale consideration, the developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed.

28. Moreover, the respondent is not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020 (supra).
29. **Maintenance Charges:** - In the present complaint, the respondent has obtained the occupation certificate on 16.09.2024 from the competent authority and thereafter, offer the possession on 28.09.2024. The Authority observes that after issuance of occupation certificate, it is presumed that the building is fit for occupation. In multi-storied residential and commercial complexes, various services like security, water supply, operation and maintenance of sewage treatment plant, lighting of common areas, cleaning of common areas, garbage collection, maintenance and operation of lifts and generators etc. are required to be provided. Expenditure is required to be incurred on a consistent basis in providing these services and making available various facilities. It is precisely for this reason that a specific provision is incorporated in the builder buyer's agreement, as per clause 15, that the maintenance charges as may be determined by the respondent would be liable to be paid by the allottee.
30. Keeping in view the facts above, the Authority deems fit that the respondent is right in demanding advance maintenance charges at the rate prescribed therein at the time of offer of possession. Further, the respondent shall not charge anything which is not part of the buyer's agreement.

G.VI Direct the respondent to charge the delayed payment, if required at equitable rate of interest.



31. The Authority has gone through submissions made by both the parties and 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., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default as per Section 2(za) of the Act.

H. Directions of the Authority

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

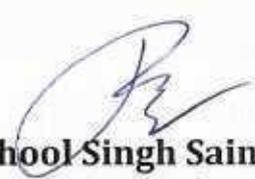
- I. The respondent is directed pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 28.02.2024 till the date of offer of possession (28.09.2024) plus two months i.e. up to 29.11.2024 or actual handing 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. Also, the amount of compensation already paid by the respondent towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to section 18(1) of the Act.
- III. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% 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, 2016.



- IV. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period
- V. The respondent is directed to handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties, as the obtaining of occupation certificate from the competent authority in terms of Section 11(4)(b) read with Section 17 of the Act, 2016. The respondent is further directed to get the conveyance deed of the allotted unit executed in the favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.
- VI. The respondent shall not charge anything from the complainant which is not the part of builder buyer's agreement. The respondent is not entitled to charge any amount against holding charges from the complainant /allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.
33. Complaint as well as applications, if any, stand disposed off accordingly.
34. File be consigned to registry.

Dated: 08.01.2026

HARERA
GURUGRAM



Phool Singh Saini
(Member)

Haryana Real Estate
Regulatory Authority,
Gurugram