

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

Complaint no.: 4002 of 2025
Complaint filed on: 21.08.2025
Date of decision: 23.04.2026

1. Mr. Gaurav Gupta
2. Mrs. Suchita Gupta

Both RR/o: - 13, Vaibhav Puri, Dayal Bagh, Agra, Uttar Pradesh-282005

Complainants

Versus

M/s Sternal Buildcon Private Limited

Registered office: - 1310, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi- 110001

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Akash Godhvani (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-D82-B-1F in Block-B, on 1 st floor in Plot no. D-82 (As per BBA at page no. 38 of complaint)
6.	Unit admeasuring area	546.122 sq. ft. (super Area) (As per BBA at page no. 38 of complaint)
7.	Date of booking application form	30.06.2023 (As per page no. 38 of complaint)
8.	Provisional Allotment letter	30.06.2023 (Page no. 28 of the complaint)
9.	Date of execution of builder buyer agreement	07.12.2023 (As on page no. 29 of complaint)
10.	Possession clause as per builder buyer agreement	7. POSSESSION OF THE RETAIL UNIT "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)



		(As per BBA at page 38 of complaint)
11.	Due date of possession	28.02.2024 (As mentioned in the possession clause)
12.	Sale consideration	Rs.90,15,980/- (As per clause 1.2 of the BBA at page no. 39 of complaint)
		Rs.91,27,449/- (As per customer ledger dated 30.10.2025 at page no. 244 of the reply)
13.	Total amount paid by the complainant	Rs.92,27,686/- (As alleged by the complainant at page 25 of complaint)
		Rs.87,45,103/- (As per customer ledger dated 30.10.2025 at page no. 244 of reply)
14.	Occupation certificate and certificate completion	16.09.2024 for plot no. B1-B9, B-35-B71 for (46 plots) (Page no. 195 of reply) (Note: - the respondent, in its application dated 04.06.2026, has stated that the complainant's unit existed on Plot No. D-82 at the time of marking. However, the complainant's unit falls under Plot No. B-62, as clearly mentioned in Paragraphs 5 and 6 of the Conveyance Deed dated 04.08.2025.)
15.	Offer of possession	28.09.2024 (Page no. 196 of reply)
16.	Conveyance deed executed on	04.08.2025 (Page no. 199 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- a) That the respondent company issued an advertisement announcing a residential group housing project called 'Signature Global City 81' Village Nakhdola, Sector 81 Gurugram, an affordable residential plotted colony project as per the Haryana Affordable Housing Policy, 2016 (Deen Dayal Jan Awaz Yojna) and thereby invited applications from prospective buyers for

the purchase of allotments in the said project. Respondent confirmed that the project had got building plan approval from the authority.

- b) That the complainants were caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs.1,00,000/-. The payment was acknowledged by the respondent and accordingly filled the application form for one unit. The complainant was allotted one unit being in the above said project. That the complainant received welcome letter cum provisional allotment letter for the unit bearing no. 81-D82 -B-1F. That the complainants caught in the web of lies and false promises of the respondent company duly executed the builder buyer agreement on the 07.12.2023.
- c) That the complainant against the demand notices raised by the respondent have paid a total sum of Rs.92,27,686/- in favour of the respondent. 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 and the delayed interest with great regret the complainant did not receive any positive response from the respondent and kept excusing the complainant that the same shall be dealt and settled at the time possession on individual basis.
- d) That the respondent being very well aware of the guidelines laid in the Act, 2016 and the Rules, 2017 and the interest the complainants is entitled for as well as being aware of plethora of judgments issued by this Authority, has not given the complainants the interest that he is eligible for the delayed compensation based on the clause 7.6(ii) of the BBA.
- e) That the complainants contacted the respondent on numerous occasions and maintained regular communication, persistently following up on the status of construction. However, the respondent consistently failed to provide any satisfactory response to the complainant regarding the progress of the project or the timeline for delivery of possession. The respondent kept





arbitrarily changing the expected possession dates, reflecting a complete lack of certainty about the project's completion. Despite the complainants repeated inquiries with the respondent representatives concerning the slow pace of construction and the expected delivery timeline, no concrete answers were ever provided.

- f) That after losing all hope from the respondent company and having shattered and scattered dreams of owning a home and also losing considerable amount of money (as per the Buyer's Agreement dated 07.12.2023). Hence, the complainant is constrained to approach this Authority for redressal of his grievance. That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the provisions of the Rules, 2017. The complainants have suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Act, 2016 and the provisions of the Rules, 2017.
- g) 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. The respondent has failed to deliver possession of the unit within the promised timeframe. 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 07.12.2023 and Affordable Plotted Housing Policy 2016 (Deen Dayal Jan Awas Yojna) but has also illegally

extracted money from the complainants by stating false promises and statements.

- h) That as per clause 7.1 of the builder-buyer agreement, signed on 07.12.2023, possession of the unit was to be delivered by 28.02.2024. However, as of the filing of this complaint, the offer of possession has still not been made, resulting in a delay of more than 1 year. It has been held by the Honourable NCDRC, New Delhi in many cases that offering of possession, conditional on the payment of charges which the unit buyer is not contractually bound to pay as per the BBA, cannot be considered to be a valid offer of possession. In any case if builder creates an agreement which is not ethically correct or entraps the complainants in feeble situation can't be held valid.
- i) The grievance of the complainant is that the respondent has in an unfair manner siphoned of funds meant for the project and utilized the same for respondent's own benefit for no cost. The respondent being builder and developer, whenever in need of funds from bankers or investors ordinarily has to pay heavy interest per annum. However, in the present scenario, the respondent utilized funds collected from the complainant for respondent's own good in other projects, being developed by the respondent, due to which the project is delayed for almost a period 1 year. That the complainant has paid the respondent a total of Rs.92,27,686/-, as per the customer ledger provided by the respondent. However, possession of the unit has not yet been handed over to the complainant. As a result, there is a delay of more than one year as of the date of filing this complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the respondent to pay interest for every month of delay at the rate prescribed, under the rule of the entire amount paid by complainant with





effect from the committee date of possession till the date of actual handing over of possession;

- II. Direct the respondent to handover the physical possession of the allotted unit along with parking space.
 - III. Direct the respondent not to ask any charges which is not as per the buyer's agreement. If paid, the same be refunded back.
 - IV. Direct the respondent not to charge any amount on account of maintenance charges;
 - V. Direct the respondent to refund the additional charges.
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 2023, 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.
 - ii. That on 30.06.2023, the complainant applied for allotment of a unit in the project of the respondent vide application no. SG-202306-33159. Pursuant to the application for allotment an independent floor was allotted vide allotment letter dated 30.06.2023, to the complainant bearing independent floor no. 81-D82-B-1F, in block/tower B on the 2nd Floor having a carpet area of 546.122 sq. ft. with the basement/stilt. In the application form as per clause 24, the complainant has clearly agreed that the construction/development of the independent floor/ project is subject to any event or combination of events or circumstances of events or circumstances beyond the reasonable control as stated in the clause.



- iii. That on 07.12.2023, an agreement to sell was executed for the said unit having sale price of Rs.90,15,980/- including taxes/GST and excluding all other charges etc. as mentioned and agreed by the complainant after going through and fully understanding the terms and conditions of the Agreement to Sell, voluntarily with free will and consent without any demur.
- iv. That as per the provision of **Clause 7.1 of the Agreement**, the possession of the unit was proposed to be offered by 28th February 2024. The said time period for offer of possession was subject to *force majeure*, court orders, government policy/guidelines, decision etc. affecting the regular development of the real estate project.
- v. That as per **Clause 7.1** of the Agreement, the respondent is entitled for an extension of the timeline affected due to *force majeure* circumstances, court orders, government policy/guidelines, decision etc. affecting the regular development of the real estate project. That 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 the 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.

In the interest of justice, the respondent being a *bona-fide* may also be entitled to an extension for the inadvertent delay so caused in the construction of the project owing to the world-wide Covid-19 pandemic

- vi. That in addition to the abovementioned hindrances, it is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc.,



to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the Respondent is entitled for extension for such period of delay.

- vii. That further, **Commission for air quality management (NCR and Adjoining Areas)** vide its order dated 16.11.2021 had directed to stop construction and demolition activities in NCR till 21st November, 2021. In compliance with the above-mentioned order, no construction activity could have been legally carried on by the Respondent. Accordingly, construction activity had been completely stopped during this period. **Period of Restriction/ Prohibition: - 16.11.2021 to 21.11.2021. (Days Affected: - 6).**
- viii. 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. It is also submitted that 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.
- ix. That further, certain bans were imposed by the commission for air quality management in national capital region and adjoining areas through their Grap orders whereby the ban on construction was imposed in the Delhi and NCR.

- The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below:

S. No.	AUTHORITIES/DATE OF ORDER	TITLE	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) /29.10.2022	Order dated 29.10.2022	29.10.2022 to 14.11.2022 (17 days)
4.	Commission for Air Quality Management (NCR and Adjoining Areas) /04.12.2022	Order dated 04.12.2022	04.12.2022 to 07.12.2022 (4 days)
5.	Commission for Air Quality Management (NCR and Adjoining Areas) /30.12.2022	Order dated 30.12.2022	30.12.2022 to 04.01.2023 (6 days)
6.	Commission for Air Quality Management (NCR and Adjoining Areas) /06.01.2023	Order dated 06.01.2023	06.01.2023 to 15.01.2023 (10 days)
7.	Commission for Air Quality Management (NCR and Adjoining Areas) /02.11.2023	Order dated 02.11.2023	02.11.2023 to 28.11.2023 (27 days)
8.	Commission for Air Quality Management (NCR and Adjoining Areas) /22.12.2023	Order dated 22.12.2023	22.12.2023 to 01.01.2024 (11 days)
9.	Commission for Air Quality Management (NCR and Adjoining Areas) /14.01.2024 Add more till unit was cancelled	Order dated 14.01.2024	14.01.2024 to 18.01.2024 (5 days)
TOTAL			6 months approx.

- It is submitted that the Hon'ble High Court of Punjab and Haryana, Chandigarh in a recent judgement/order dated 24.12.2025 in RERA-APPL-92-2025 and other similar connected matters, has accepted the arguments and submissions advanced on behalf of the company /developer with respect to the impact of the second wave of COVID-19, granting the benefit of an additional period of three months, as well as



the orders passed by Hon'ble Supreme Court, Government Authorities, National Green Tribunal (NGT) wherein the construction in the National Capital area has been stayed/banned from time to time and has remanded the matters to the Hon'ble Haryana Real Estate Appellate Tribunal (HREAT) for fresh consideration in view of the "*force majeure*" clause contained in the Builder buyer agreement/agreement for sale as parties are governed by the builder buyer agreement/agreement for sale and the clauses therein.

- x. That the complainant herein had defaulted in making the payment at various instances as per the Affordable Plotted Colony and the schedule of payment as agreed under the Agreement. The majority of times, the payment from the complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the complainant as per the Policy. The same is evident from the statement of account wherein the payment entries show that at various occasions, the complainant had paid late payment charges due to default in making timely payments.
- xi. 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, 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. Therefore, the contention of the complainant that the project is delayed is false and frivolous as the occupation certificate has been obtained and conveyance deed has already been executed however, the complainant is not coming forward to take the possession of the subject



unit. That the project in question has already been completed, an occupation certificate was obtained on 05.09.2024, and the possession was offered on 16.09.2024. Therefore, despite offering the possession, the complainant herself defaulted in taking over the possession.

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. Further, the complainant sought relief of the delay possession charges. It is pertinent to mention that the complainant is not liable to said relief as the possession has already been offered and the complainant himself failed to pay the dues and takeover the possession.

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 30.06.2023 and buyer's agreement was executed between the parties on 07.12.2023, 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 pay interest for every month of delay at the rate prescribed, under the rule of the entire amount paid by complainant with effect from the committee date of possession till the date of actual handing over of possession;

G. II Direct the respondent to handover the physical possession of the allotted unit along with parking space.

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

15. Briefly stated the facts are that the complainant was allotted a unit bearing no. independent floor no. 81-D82-B-1F, in block-B, 1st floor in plot no. D-82, in the respondent project at the sale consideration of Rs.91,27,449/-. A provisional allotment was issued on 30.06.2023, followed by a buyer's agreement was executed between the parties on 07.12.2023. The possession of the allotted unit was to be offered on or before 28.02.2024. The respondent company has obtained the occupation certificate on 16.09.2024. Thereafter, the respondent has offered the possession of the subject unit on 28.09.2024. The complainant and the respondent have executed the conveyance deed of the said unit on 04.08.2025.

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 30.03.2023 and buyer's agreement was executed on 07.12.2023 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., 23.04.2026 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*.

G. III Direct the respondent not to ask any charges which is not as per the buyer's agreement. If paid, the same be refunded back.

G. IV Direct the respondent to refund the additional charges.

26. 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.
27. In the above-mentioned relief sought by the complainants the Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016. The complainants could have asked for the claim before the conveyance deed got executed between the parties. Therefore, after 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 remain. So, no directions in this regard can be effectuated at this stage.

G. V Direct the respondent not to charge any amount on account of maintenance charges.



28. 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, that the maintenance charges as may be determined by the respondent would be liable to be paid by the allottee.
29. 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.

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., 10.80% 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. 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.
- III. 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.
31. Complaint as well as applications, if any, stand disposed off accordingly.
32. File be consigned to registry.

Dated: 23.04.2026



Phool Singh Saini
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM