

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

Complaint no. : 5614 of 2025
Date of complaint : 10.11.2025
Date of order : 29.09.2026

Ravi Malik and Nishigandha Mandhare,
Both R/o: - 23, Upper Serangoon View, #13-01,
Boathouse Residency, Singapore-534047.

Complainants**Versus**

M/s Neo Developers Pvt. Ltd.
Regd. Office at: - 32B, Pusa Road,
Karol Bagh, New Delhi-110005.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Hemant Phogat (Advocate)
Dushyant Yadav (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.
- A. **Project and unit related details**
7. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	Neo Square, Sector-109, Gurugram
2.	Project area	2.71 acres
3.	Nature of the project	Commercial colony
4.	RERA Registered or not	Registered Vide no. 109 of 2017 dated 24.08.2017 valid upto 22.02.2024
5.	DTCP License no.	102 of 2008 dated 15.05.2008 valid upto 14.05.2025
6.	Buyer's agreement	13.07.2020 (As per pg. no.23 of the complaint)
7.	Unit no.	Unit no. 716B on floor no. 7 th Floor (page no. 26 of the complaint)
8.	Unit area admeasuring	553 sq. ft. (Super Area) (As per pg. no. 26 of the complaint)
9.	Date of MoU	13.07.2020 (As per pg. no. 43 of the complaint)
10.	Date of start of construction	The Authority has decided the date of start of construction as 15.12.2015 which was agreed to be taken as date of start of construction for the same project in other matters. In CR/1329/2019 it was admitted by the respondent in his reply that the construction was started in the month of December 2015.
11.	Possession clause	Clause 3 of MoU <i>The company shall complete the construction of the said Building/Complex, within which the said space is located within 36 months from the date of execution of this Agreement or from the start of construction, whichever is later and apply for grant of completion/ Occupancy Certificate</i> (As per pg. no. 45 of the complaint)
12.	Due date of possession	13.07.2023

		[36 months from signing of the MOU as per the possession clause]
13.	Total basic sale consideration	Rs.45,05,844/- (As per pg. no. 45 of the complaint)
14.	Amount paid by the complainant	Rs.33,21,501/- [as per SOA dated 26.10.2024 (As per pg. no. 55 of the complaint)]
15.	Occupation certificate	14.08.2024 (As per DTCP website)
16.	Offer of possession	26.10.2024 (As per pg. no. 53 of the complaint)
17.	Maintenance charges	11.09.2025 demand of Rs.95,973/- [on page 69 of complainant]

B. Facts of the complaint

8. The complainants have made the following submissions: -
 - I. That, after going through the advertisement published by respondent in the newspapers and as per the brochure/prospectus provided by it, the complainant booked a commercial space having its super area 553 Sq. ft. and covered area about 276 sq. ft. in the upcoming project of the respondent named "NEO SQUARE" situated in Sector-109, Dwarka Expressway, Gurugram for a total basic sale consideration of Rs.45,05,844/- and the complainants have paid a sum of Rs.56,38,559/- against the total sale price in respect of their space/unit.
 - II. That the buyer's agreement and memorandum of understanding were executed between the respondent and the complainants on 13.07.2020.
 - III. That the above said unit was purchased by the complainants under possession link payment plan and the complainants have abided by all the terms of mou and builder buyer agreement dated 13.07.2020 and made all the payments/installments in a timely manner, as and when demanded by the respondent and there are no dues pending in respect of the total sale price of the unit as per payment schedule of the builder buyers agreement.

- IV. That it is further pertinent to mention herein that as per clause 3 of the MOU dated 13.07.2020, the respondent was under legal obligation to complete the construction of the said project within 36 months from the date of MOU i.e. 13.07.2020 or from the start of construction whichever is later.
- V. That the respondent delayed the completion of the project and issued the offer of possession letter dated 26.10.2024 to the complainants for seeking final demands in respect of their unit, booked with the respondent.
- VI. That it is important to mention herein that the complainants have initially purchased the above-mentioned unit/space from the respondent under assured lease, whereby as per clause 7 (a) of the MOU dated 13.07.2020, the complainants were entitled to receive the lease rental at assured lease of Rs. 63/- per sq. ft per month.
- VII. That the respondent, in the month of July, 2025 forwarded/shared a lease agreement with the complainants over email, in compliance of their commitment under clause 7(a) of the MOU dated 13.07.2020.
- VIII. That the respondent in the said lease agreement has made an arrangement of fit out charges at the rate of Rs. 2500/- per sq. ft. which were to be paid by the complainants for facilitating and leasing of their unit to the prospective lessee.
- IX. That the complainants considering the fit out charges to be unreasonable and on a higher side, approached the respondent and after detailed conversation and negotiations between both the complainants and respondent, the respondent agreed to waive of the fit out charges and further agreed to make the space/unit of the complainants as a lockable space, and further gave rights to the complainants to lease out their unit on their own, by altering and changing their previous and initial

understanding where the leasing rights were with the respondent and the complainants were entitled to received the lease rentals at assured lease of Rs.63/- per sq. ft. per months as per the terms and conditions of the MOU dated 13.07.2020.

- X. That the respondent after agreeing and after changing the nature/status of the unit to a lockable space, also agreed to waive off the interest penalty of Rs.2,80,779/- vide email dated 04.08.2025, as imposed in the demand notice and offer of possession letter dated 26.10.2024, and also granted a waiver of Rs.42,660/- on the total amount payable as delayed interest charges on account of delay in the completion of the project vide emails dated 13.08.2025, and a total amount of Rs. 22,87,058/- was agreed to be a outstanding balance to be paid by the complainants in respect of their unit.
- XI. That the respondent further assured the complainants vide conversation over emails dated 15.08.2025 & 28.08.2025 that after clearing the outstanding dues of Rs.22,87,058/- and other charges related to property ID generation, registration fee for conveyance deed, registration fee for AFS and lawyer charges the respondent will hand over the physical possession and execute the conveyance deed within 60 days.
- XII. That it is pertinent to mention herein that the complainants upon believing the promises and representations made by the respondent, transferred the above said balance amount of Rs.22,87,058/- to the respondent along with registration fees for conveyance deed of Rs.25,010/-, registration charges of RS. 15,010/- and other lawyers charges of Rs.25,000/- and property ID generation fee of Rs.10,000/- to the respondent for getting the execution of conveyance deed.
- XIII. That the complainants after paying the entire balance amount and other charges as demanded by the respondent in respect of their lockable unit,

the complainants were shocked and surprised when the respondent issued a maintenance bill dated 11.09.2025 of period 01.01.2025 to 30.09.2025 amounting to Rs.95,973.33/-.

- XIV. That the complainants upon receiving the said demands soon contacted the respondent and objected to the maintenance bill where maintenance charges has been levied upon the complainants from January, 2025, whereas the nature of the unit was changed to a lockable space in the month of August, 2025 and the liability of the complainants to pay the maintenance charges will only start after the handover of physical possession of the unit instead of January 2025, as earlier the unit was under a guaranteed lease arrangement as per the clause 7(a) of the MOU dated 13.07.2020, where the leasing rights was with the respondent and maintenance charges of the unit was liability of the prospective lessee and not of the complainants.
- XV. That the complainants further tried to convey to the respondent that even as per clause 8.2 (k) of the lease agreement liability to pay maintenance charges was on the prospective lessee and not on the complainants, and complainants also apprised the respondent about the fact that they have also given up their monthly assured lease rental of Rs. 63/- per sq. ft. of their unit which the respondent was legally entitled to pay to the complainants immediately after the offer of possession, only upon the condition that their unit shall be made lockable space and the complainants will be authorized to lease out their unit or use the unit on their own as per their choice and convenience.
- XVI. That the complainants have made umpteen efforts, to persuade and request the respondent to waive off the illegal and unlawful demands of the maintenance charges and have further conveyed that the complainants are ready and willing to pay the maintenance charges from

the date of physical possession of their unit but the respondent has failed to pay any heed to just and genuine request of the complainants.

- XVII. That the respondent has further refused to get the conveyance deed done in favour of the complainants, despite of receiving the entire total sale price of the unit along with requisite charges as related to property ID, registration fees, lawyer fees etc. and is holding the unit the of the complainants unlawfully with a sole intention to illegally extort the money from the complainants on account of maintenance charges.
- XVIII. That the respondent is acting in arbitrary manner by not accepting the just and genuine requests of the complainants and is further pressurizing the complainants to pay the maintenance charges for a period prior the physical possession offered to the complainants.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):
- Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.
 - Direct the respondent to waive off maintenance charges.
10. 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

11. The respondent has contested the complaint on the following grounds:
- That the complainants with the intent to invest in the Real Estate sector as an investor, approached the respondent and inquired about the project i.e., "NEO SQUARE", situated at Sector-109, Gurugram, Haryana being developed by the respondent. That after being fully satisfied with the project and the approvals thereof, the complainants decided to apply to the respondent by submitting a booking application form dated 10/11/2019, whereby seeking allotment of unit no. 716B, admeasuring

533.25 sq. ft super area on the 7th floor of the project having a basic sale price of Rs. 8148/- the complainants, considering the future speculative gains, also opted for the investment return plan being floated by the respondent for the instant project.

- ii. That upon the request of the complainants through the above said application form dated 10/11/2019, respondent vide welcome letter dated 11.11.2019 as well as allotment letter allotted unit bearing no. 716 B on 7th Floor as per the terms and conditions forming part of the application form & buyer's agreement.
- iii. That since the complainant had opted for the investment return plan, a memorandum of understanding dated 13/07/2020 was executed between the parties, which was a completely separate understanding between the parties in regard to the payment of assured returns in lieu of investment made by the complainants in the said project and leasing of the unit/space thereof. It is pertinent to mention herein that as per terms of the "MOU". It is also submitted that as per terms of the MOU, the complainants herein had duly authorised the respondent to put the said unit on lease.
- iv. That by no stretch of imagination it can be concluded that the complainants herein are "allottee/consumer." The complainants are simply investors who approached the respondent for investment opportunities and for a steady assured returns and rental income.
- v. That the complainant voluntarily also executed the buyer agreement dated 13.07.2020 for Shop No. 716B on 7th Floor admeasuring 533.2500 Sq. Ft. super area in the project.
- vi. That the as per Clause 11 of the 'MOU', the respondent was obligated to complete the construction of the said complex within 36 months from the

date of execution of the MOU or from start of construction, whichever is later and apply for grant of completion/occupancy certificate.

- vii. That the respondent from time-to-time issued demand request/reminders to the complainant to clear the outstanding dues against the booked unit. However, the complainant delayed the same for one or the other reasons.
- viii. That the complainants miserably failed to comply the payment plan under which the unit was allotted to the complainants and further on each and every occasion failed to remit the outstanding dues on time as and when demanded by the respondent. The complainant as per the records of the respondent had only paid Rs.33,21,501/- against the total due amount of Rs. 56,85,664/-.
- ix. That it is pertinent to mention here that the complainant failed to abide to the terms of the builder buyer agreement and memorandum of understanding executed by and between the parties.
- x. That since the respondents had opted for the investment return plan, through memorandum of understanding, which was a completely separate understanding between the parties in regard to the payment of assured returns in lieu of investment made by the respondents in the said project and leasing of the unit/space thereof. It is pertinent to mention herein that as per the mutually agreed terms between the complainant and the respondents. It is also submitted that as per clause 8 (a) of the MOU, the complainant had duly authorised the complainant to put the said unit on lease.
- xi. That as per the terms of the MOU the complainant explicitly agreed to the complainant that in case of the tenant desires any infrastructural changes in form of separate sewage arrangement or the gas pipeline or any other charges which involves expense on the part of the allottee(s), then in that

event the same shall be paid by the respondent, strictly within the period of 15 days from the day of written notification by the company and if the respondent fails to come forward to tender the payment as demanded by the complainant then in that event the complainant shall bear the same from its own pocket.

- xii. That apart from the above it is worth mentioning here that the allottee is not entitled to revoke, cancel, extend, terminate, neither shall be authorized to negotiate on the terms of the lease. The decision taken and terms negotiated by the company shall be final and binding on the allottee(s).
- xiii. That complainant is trying to negotiate to the demand of respondent on fit out, the respondent has raised the demand of Rs 2500/- per sq. ft to the complainant which is sum of Rs.15,73,088/- for getting the said unit fit out which is essential for getting the said unit leased out.
- xiv. That the respondent herein had been running behind the complainant for the timely payment of dues towards the unit in question. It is humbly submitted that though the complainant may have cleared the basic sale price of the said commercial property, however, they are still liable to pay all other charges such as VAT, Interest, registration charges, security deposit, duties, taxes, levies etc. when demanded. The same has been clearly agreed to in various clauses of the buyer agreement and MOU.
- xv. That as per the agreement so signed and acknowledged, the completion of the said unit was subject to the midway hindrances which were beyond the control of the respondent and, in case the construction of the said commercial unit was delayed due to such 'Force Majeure' conditions the respondent was entitled for extension of time period for completion. It is to be noted that the development and implementation of the said project

have been hindered on account of several orders/directions passed by various authorities/forums/courts banning construction.

12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

13. The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

14. 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

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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.

16. 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.

F. Findings on the objections raised by the respondent.

F. I. Objection regarding the complainants being investor.

17. The respondent has taken a stand that the complainants are investors and not an allottee/consumer. Therefore, they are not entitled to the protection of the Act and are not entitled to file the complaint under Section 31 of the Act. The Authority observes that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement dated 13.07.2020, it is revealed that the complainants are buyers, and they have paid a total price of Rs.33,21,501/- to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) 'allottee' in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

18. In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the agreement, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. Further,

the concept of investor is not defined or referred in the Act. Moreover, the Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as *M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.* has also held that the concept of investor is not defined or referred in the Act. In view of the above, the contention of promoter that the allottees being investor are not entitled to protection of this Act stands rejected.

F. II Objection regarding force majeure circumstances.

19. The respondent/promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction due to orders passed by NGT, EPCA, Courts/Tribunals/Authorities etc. However, all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 13.07.2023. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Further, the orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter cannot be granted any leniency on basis of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.
- G. Findings on the relief sought by the complainants:**
- G.I Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.**
20. In the present complaint, the complainants intend to continue with the project and are 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."

21. Clause 3 of the MoU dated 03.07.2020 provides for handing over of possession and is reproduced below: -

3. "The company shall complete the construction of the said Building/Complex, within which the said space is located within 36 months from the date of execution of this Agreement or from the start of construction, whichever is later and apply for grant of completion/ Occupancy Certificate.

22. **Due date of possession:** As per clause 3 of the MoU dated 03.07.2020, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 36 months from the date of execution of that agreement or commencement of construction i.e., 15.12.2015 (as per order dated 05.09.2019 in complaint bearing no. CC/1328/2019) whichever is later. Therefore, the due date has been calculated as 36 months from the date execution of agreement, being later. Therefore, the due date of possession comes out to be 03.07.2023.

23. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at prescribed rate of interest. Proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. 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.

24. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, 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.
25. 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., 29.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
26. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*
27. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being liable to be paid to the complainants in case of delay possession charges.

28. On consideration of documents available on record and submissions made by the complainants and the respondent, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 3 of the MoU executed between the parties, the possession of the subject unit/space was to be delivered by 03.07.2023. The occupation/completion certificate of the project in question has been obtained by the respondent on 14.08.2024 and possession of the unit was offered to the complainants on 26.10.2024. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
29. The Authority further observes that Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 14.08.2024, whereas the respondent offered possession of the unit in question to the complainants only on 26.10.2024. So, it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.
30. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the

promoter, interest at prescribed rate i.e. 10.80% p.a. on the amount paid, for every month of delay from due date of possession i.e., 03.07.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules and Section 19(10) of the Act.

31. The complainants are seeking physical handover of possession. However, the Authority observes that vide Clause 8 of the MoU dated 03.07.2020, the complainants unconditionally and irrevocably agreed and confirmed that the respondent would have the exclusive right to lease out the unit in question and has also given his unconditional consent on the terms and conditions of the lease arrangement which may be finalized by it. It was further agreed between the parties that the unit will be handed over to the lessee directly. Consequently, the relief sought by the complainants with regard to handover of physical possession to them stands declined.
32. The Authority further observes that 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 complainants. 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 possession of the subject unit has already been offered to the complainants after obtaining occupation certificate on 14.08.2024. Therefore, the respondent is directed to get the conveyance deed of the allotted unit executed in 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 within three months from the date of this order.

G.II Direct the respondent to waive off maintenance charges.

33. The Authority observes that the occupation certificate for the project in question was obtained by the respondent on 14.08.2024, whereas

possession of the unit was offered to the complainants only on 26.10.2024. Therefore, the demand on account of maintenance charges can only be demanded by the respondent at the time of offer of possession of unit to the complainants and not before. In view of the above, the respondent can charge maintenance charges from the complainants, from the date of offer of possession i.e. 26.10.2024.

H. Directions of the authority

34. Hence, the authority hereby passes this order and issue 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 to pay interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80% per annum for every month of delay from due date of possession i.e., 03.07.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules and Section 19(10) of the Act.
 - ii. The respondent is directed to issue a revised statement of account after adjusting the delay possession charges within a period of 30 days to the complainants. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of revised statement of account.
 - iii. The respondent is directed to handover possession of the unit to the complainants in terms of the MoU as well as buyer's agreement dated 03.07.2020, on payment of outstanding dues if any, within 60

days. The respondent is further directed to get the conveyance deed of the allotted unit executed in their favour in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

- iv. The respondent shall not charge anything from the complainants which is not the part of the BBA/MoU dated 03.07.2020.
 - v. 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 allottees, in case of default i.e., the delay possession charges as per Section 2(zb) of the Act.
 - vi. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
35. The complaint stand disposed of.
36. File be consigned to registry.

**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.09.2026