

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

Complaint no. : 5043 of 2025
Date of filing: 16.10.2025
Date of decision : 25.08.2026

Vijay Pal & Kajal Sharma
R/o:- A1301, T-3, Sector 37D, Gurgaon-122006

Complainants

Versus

Signature Global (India) Private Limited
Registered office: 1302, 13th floor, Tower-A, Signature
Towers, South City-I, Gurugram, Haryana-122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Mr. Akash Godhwani (Advocate)
Mr. Venket Rao (Advocate)

Complainants
Respondent

ORDER

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

Sr.No.	Particulars	Details
1.	Name and location of the project	The Millennia, Sector 37 D Gurugram
2.	Nature of project	Affordable Group Housing
3.	HRERA Registered or not registered	Registered 03 of 2017 dated 20.06.2017
4.	DTCP license	4 of 2017 dated 02.02.2017 valid up to 01.02.2022
5.	Date of BBA	24.04.2019 (Page 28 of complaint)
6.	Flat no.	3-1301, tower 3, 13 th floor (Page 31 of complaint)
7.	Area admeasuring	519.229 Sq.ft. (carpet area) 79.653 (balcony area) (Page 31 of complaint)
8.	Possession Clause	Clause 5.1 The developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "commencement date"), whichever is later. (Emphasis supplied) [Page 40 of complaint]
7.	Date of building plan approvals	08.06.2017 (page 31 of complaint)
8.	Date of environment clearance	21.08.2017 (page 31 of complaint)
9.	Due date of possession	21.02.2022 (6-month grace period is allowed in lieu of covid-19)
10.	Total sale consideration	Rs. 21,16,742/- (page 37 of complaint)
11.	Amount paid by the complainants	Rs.23,53,521/- (page 172 of reply, Annexure R10)
12.	Date of Occupation Certificate	25.01.2023 (page 131 of reply)
13.	Offer of possession	23.03.2023 (Page 134 of reply)
14.	Conveyance deed	15.05.2023 (page 136 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- That the complainants were caught in the web of false promises of the agents of the respondent company, paid an initial amount to respondent. The

payment was acknowledged by the respondent and complainants were allotted one unit being in the above said project. The complainants received an allotment letter for the unit bearing no. T3-1301.

- b) That the complainants caught in the web of lies and false promises of the respondent duly executed the builder buyer agreement on the 24.04.2019. The complainants against the demand notices raised by the respondent have paid a total sum of Rs. 24,07,279/-.
- c) That in terms of Scheduled "D" of builder buyer agreement the complainants have made the payments as per the payment plan which is given below:-

At the time of application	5% of total Cost
At the time of allotment	20% of Total Cost
Within 6 months from the date of allotment	12.5% of Total Cost
Within 12 months from the date of allotment	12.5% of Total Cost
Within 18 months from the date of allotment	12.5% of Total Cost
Within 24 months from the date of allotment	12.5% of Total Cost
Within 30 months from the date of allotment	12.5% of Total Cost
Within 36 months from the date of allotment	12.5% of Total Cost

- d) That the complainants had sent multiple e-mails communications and made calls during the time intimating the respondent for the possession of the said unit. With great regret the respondent kept excusing the complainants that the delay penalty shall be dealt and settled at the time possession on individual basis.
- e) That the respondent being very well aware of the guidelines laid in 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 the Authority, Gurugram has not given the complainants the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA. Whereas charged the interest from complainants for delay payment.
- f) That the complainants contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the Respondent for construction on very regular basis. The respondent was never able to give any satisfactory response to the complainants for delay in

construction of the unit and was never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of delay on account of the novel corona virus and on the account of paucity of funds.

- g) That after losing all hope from the respondent and having shattered and scattered dreams of owning a Home and also losing considerable amount of money. Hence, the complainants are constrained to approach the Authority for redressed of their grievance.
- h) That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their floors and the provisions allied to it. The modus operandi adopted by the respondent, from the respondent's 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 24.04.2019 and affordable housing policy 2013 but has also illegally extracted money from the complainants by stating false promises and statements.
- i) That as per clause 6.1(i) of the builder buyer's agreements, which was signed on 24.04.2019, details of which are attached, the possession of the said unit was supposed to be delivered by 20.08.2021.
- j) That under Clause 4.6 of the Builder Buyer's Agreement, upon delay of payment by the Allottees, the Respondent can charge 15% simple interest

per annum. On the other hand, as per clause 6.2(ii), the respondent is equally liable to pay to complainants, interest at the rate of 15% per annum for every month of delay till the handing over of the possession of the said flat within 45 days of becoming due. Whereas respondent has deliberately indulged in mis-statement, prevarications and innuendos and has not paid a single penny on account of delayed compensation.

- k) The grievance of the complainants is that as per many judgments of Honourable HARERA, the complainants are entitled for delayed possession charges at prescribed rate of interest from due date of possession till actual possession which is not been given by the respondent till date.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- I. Direct the respondent to pay delay possession charges till the actual delivery of possession with proper habitable conditions.
 - II. Direct the respondent to refund the charges which is not as per the buyer agreement.
 - III. Direct the respondent not to charge the amount of maintenance charges for a period of 5 years.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent contested the complaint on the following grounds:
- a) That the present complaint, filed by the complainants, is nothing but an afterthought attempt of the complainants to attain undue monetary advantages at the cost of the respondent and a bundle of lies and hence liable to be dismissed as it is filed without any cause of action. The present complaint has been filed by the complainants post execution of the conveyance deed way back on 15.05.2023.

- b) That the present complaint is not maintainable as the complainants have deliberately and intentionally concealed the correct/complete/material facts from the Authority to attain undue monetary advantage to which they are not entitled to even in the least and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The complainants are raising false, frivolous, misleading and baseless allegations against the Respondent with intent to make unlawful gains.
- c) That the present complaint is liable to be dismissed on account of the concealment of the material fact by the complainants from the Authority. The complainants have deliberately chosen to conceal the material fact that the physical possession of the unit is already handed over way back on 15.05.2023 and subsequently the conveyance deed of the unit is also executed on 15.05.2023.
- d) That the complainants have not approached the Ld. Authority with clean hands and has suppressed relevant facts. The complaint under reply is devoid of merits and the same should be dismissed with cost. The complainants have approached the Authority after lapse of more than 2 years from the execution of the conveyance deed.
- e) That on 19.02.2019, the complainants applied for allotment of a unit in the project of the respondent vide application bearing no.50427. Pursuant to the application for allotment, draw of lots held on 03.04.2019 in the presence of the officials of DGTCP/DC, Gurugram, a unit was allotted to the complainants bearing unit no.3-1301 in block/tower- 3, having a carpet area of 519.229 sq. ft. on the 13th floor and a balcony area of 79.653 sq. ft. together with the two-wheeler open parking site and pro-rata share in common areas.
- f) That on 24.04.2019, an agreement for sale, was executed for the said retail unit having a Sale Price of Rs.21,16,742.5/-, excluding all other charges, taxes etc. as mentioned and agreed by the complainants under the agreement. The

said agreement was signed by the complainants voluntarily with free will and consent without any demur.

- g) That the complainants had applied for the apartment only after the due diligence, verification done, and post being fully satisfied with the project.
- h) That as per the provision of clause 5.1 of the agreement, the possession of the unit was proposed to be offered by August 2022 unless there is a delay or failure due to force majeure events.
- i) That the committed date of possession fall at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid 19.
- j) That further, the 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.
- k) 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. 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.

- l) 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. The said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.
- m) That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. Such delay was neither intentional nor deliberate. The respondent was bound to adhere with the order and notifications of the courts and the government. Also, it is not out of the place to mention here that the Hon'ble Supreme Court in '**Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018**', keeping in view the Bans imposed by NGT and other Government Authorities etc., allowed the promoter for the grace period for completion of construction.
- n) 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. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 25.01.2023, the possession was offered to the complainants vide offer of possession letter dated 01.02.2023. Thereafter, the conveyance deed has been executed on 15.05.2023 and the possession was taken over by the complainants vide possession certificate dated 15.05.2023. Furthermore, in the possession certificate, the complainants have voluntarily waived off his rights by himself being satisfied with all the terms and conditions of the agreement.

- o) That the complainants herein had defaulted in making the payment at various instances as per the Affordable Housing policy and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainants were received after the lapse of stipulated time period which led to levying of late payment charges on the complainants as per the policy. The same is evident from the statement of account wherein the payment entries shows that at various occasions, the complainants had paid late payment charges due to default in making timely payments. The customer ledger reflects a sum of Rs. 2,353,521/- as the total amount



received by the respondent, excluding an amount of Rs.10,000/- towards the credit note and an amount of 43,778.62/- was waived off by the respondent as late payment fee waiver.

- p) That the complainants in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various *force majeure* circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainants that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been handed over to the complainants.
- q) That the project in question has already been completed, Occupation Certificate was obtained on 25.01.2023, the possession was offered on vide letter dated 01.02.2023, the conveyance deed was executed on 15.05.2023, and the possession certificate dated 15.05.2023 was executed. Therefore, the project was completed. Moreover, the delay so caused was due to reasons beyond control and therefore, the respondent shall not be liable for the period wherein construction/development activity was affected due to force majeure circumstances or order/direction of the Court or State. It is not wrong to highlight that if the extension on account of the force majeure events and circumstances as already detailed hereinabove is granted as per the order of the Hon'ble High Court of Punjab and Haryana at Chandigarh then there shall be no delay in completion and offer of the possession to the allottee.
- r) That the entire case of the complainants is nothing but a web of lies, false and frivolous allegations made against the respondent. The complainants are

trying to hoodwink the Ld. Authority by placing untrue facts and attempting to hide the true colour of intention.

- s) That there exists no cause of action as much as in favour of the complainants or against the Respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Ld. 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 complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

"Section 11....."

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder."

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent.

F.1 Objection regarding force majeure conditions.

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the Authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 21.08.2021. As per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 08.06.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be

given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 21.02.2022.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to pay delayed possession charges at the prescribed rate of interest for every month of delay on the amount paid by the complainants to the respondent from the due date to the actual handing over of possession.

14. The factual matrix of the case reveals that the complainants were allotted unit no. 3-1301, tower 3, 13th floor in the respondent's project at the sale consideration of Rs. 21,16,742/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 24.04.2019. The possession of the unit was to be offered within 4 years from approval of building plans (08.06.2017) or from the date of environment clearance (21.08.2017), whichever is later, which comes out to be 21.08.2021 calculated from the date of environment clearance being later. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 21.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. Therefore, the due date of handing over possession comes out to be 21.02.2022. The complainants paid a sum of Rs.23,53,521/- towards the subject unit. The respondent obtained occupation certificate on 25.01.2023 from the competent authorities and offered possession of the unit to the complainants on 23.03.2023.

15. The complainants herein intend to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

*.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

16. **Admissibility of delay possession charges at prescribed rate of interest:** The 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.

17. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
18. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 25.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

19. 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;"*

20. 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 granted to them in case of delayed possession charges.
21. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement dated 24.04.2019. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the possession of the subject apartment was to be delivered by 21.08.2021. As far as grace period is concerned, the same is allowed for a period of 6 months in lieu of HARERA notification no. 9/3-2020 dated 26.05.2020. As such the due date for handing over of possession comes out to be 21.02.2022. Further, a relief of 6 months will be given to the allottee that no interest shall be charged from the complainant-allottees for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
22. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained

in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 21.02.2022 till the date of offer of possession (23.03.2023) plus two months i.e., 23.05.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

G.II Direct the respondent not to charge anything which is not part of the BBA and the provisions of affordable group housing policy, 2013 and if any paid, be returned to the complainants.

23. The respondent shall not charge anything from the complainants which is not the part of buyer's agreement or provided under Affordable Housing Policy, 2013.

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

24. The respondent in the present matter has demanded skyful maintenance charges from the complainants at the time of offer of possession. 'the authority observes that clause 4(v) of the policy, 2013 talks about maintenance of colony after completion of project: A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983.
25. As per the order issued by DTCP, Haryana vide clarification no. PF 27A/2024/3676 dated 31.01.2024, it has been very clearly mentioned that the

utility charges [which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.] can be charged from the allottees as per consumptions. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

H. Directions of the authority

26. 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 itself from due date of possession i.e., 21.02.2022 till the date of offer of possession (23.03.2023) plus two months i.e. up to 23.05.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.
- II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% 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. Further no interest shall be charged from complainants-allottees for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
- III. The respondent shall not charge anything from the complainants which is not the part of buyer's agreement or provided under Affordable Housing Policy.



- IV. The respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.
27. Complaint as well as applications, if any, stand disposed off accordingly.
28. File be consigned to registry.

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

25.08.2026



**HARERA
GURUGRAM**