BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no: 1994 of 2025
Date of filing: 01.05.2025
Date of decision: 08.09.2026

Ishwari Dutt Upadhyay
R/o:-H.No. 152 D, Mayur Vihar, Ph-I, New Delhi-110091

Complainant

Versus

Signature Global (India) Private Limited
Registered office: 1309, 13th floor, Tower-A, Signature Towers, South City-I, Gurugram, Haryana-122001

Respondent

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Mr. Akash Godhwani (Advocate) — Complainant
Mr. Shivaditya Mukherjee (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:

Sr. No.	Particulars	Details
1.	Name and location of the project	"The Millennia, Gadoli Khurad and Gadoli Kalan, Sector 37D, GGM
2.	Nature of project	Affordable Group Housing
3.	RERA registered/not registered and validity status	Registered 03 of 2017 dated 20.06.2017
4.	DTCP License no.	4 of 2017 dated 02.02.2017 valid up to 01.02.2022
5.	Date of BBA	16.11.2017 (Page 28 of complaint)
6.	Flat no.	10-406, 10th tower, 4th floor (Page 29 of complaint)
7.	Area admeasuring	585.944 Sq.ft. (carpet area) 79.545 Sq.ft. (Balcony area)
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 49 of complaint)
9.	Date of building plan	08.06.2017 (page 29 of complaint)
10.	Date of environment clearance	21.08.2017 (page 29 of complaint)
11.	Due date of possession	21.02.2022
10.	Total sale consideration	Rs. 23,83,549/- (as per SOA dated 20.08.2025, page 153 of reply)
11.	Amount paid by the complainant	Rs.25,72,255/- (as per SOA dated 20.08.2025, page 153 of reply)
12.	Date of Occupation Certificate	25.01.2023 (page 110-112 of reply)
13.	Date of offer of possession	08.02.2023(page 113-115 of complaint)
14.	Possession certificate	09.06.2023 (page 152 of reply)
15.	Conveyance deed	09.06.2023 (page 116-151 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

a) That the complainant was 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 complainant was allotted one unit being in the above said project. The complainant received an allotment letter for the unit bearing no. T10-406.

b) That the complainant caught in the web of lies and false promises of the respondent duly executed the builder buyer agreement on the 16.11.2017. The complainant against the demand notices raised by the respondent have paid a total sum of Rs. 25,72,255/-.

c) That in terms of Scheduled "D" of builder buyer agreement the complainant 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 complainant had sent multiple e-mails communications and made calls during the time intimating the respondent for the possession of the said unit. With great regret the respondent kept excusing the complainant 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 complainant is entitled for as well as being aware of plethora of judgments issued by the Authority, Gurugram has not given the complainant the interest that he is eligible for the delayed compensation based on the clause 6.2(ii) of the BBA. Whereas charged the interest from complainant for delay payment.

f) That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the respondent for construction on very regular basis. The respondent was never able to give any satisfactory response to the complainant for delay in construction of the unit and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of delay on account of the 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 complainant is 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 16.11.2017 and affordable housing policy 2013 but has also illegally extracted money from the complainant by stating false promises and statements.

i) That as per clause 6.1(i) of the builder buyer's agreements, which was signed on 16.11.2017, 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 complainant, 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 complainant is that as per many judgments of Honourable HARERA, the complainant is 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 complainant:

4. The complainant has 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 skyfull maintenance charges.
III. Direct the respondent to refund the charges which is not as per the buyer agreement.
IV. 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 complainant has not approached the 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.

b) That on 14.08.2017, the complainant applied for allotment of a unit in the project of the respondent. Pursuant to the application for allotment, draw of lots held on 27.10.2017 in the presence of the officials of DGTCP/DC, Gurugram, a unit was allotted vide allotment letter dated 01.11.2017 to the complainant bearing unit no. 10-406 in Block/Tower- 10, on 4th floor having carpet area of 585.944 sq. ft. on the fourth floor and balcony area of 79.545 sq. ft. together with the two-wheeler open parking site and pro-rata share in common areas.

c) That on 20.11.2017, an agreement to sell, was executed for the said unit having a sale price of Rs. 23,83,548/-, excluding all other charges, taxes etc. as mentioned and agreed by the complainant under the agreement. The said agreement was signed by the complainant voluntarily with free will and consent without any demur.

d) That the complainant had applied for the unit only after the due diligence, verification was done, and post being fully satisfied with the project.

e) That as per the provision of clause 5.1 of the agreement, the possession of the unit was proposed to be offered by Aug 2021 unless there is a delay or failure due to force majeure events.

f) That the complaint before this hon'ble authority on same cause of action has already been dismissed in default vide order dated 15.02.2024 and by virtue of provision of Order 9 Rule 8 and Rule 9 CPC 1908, complainant is barred from filing this subsequent complainant as the similar issue on same cause of action has already been dismissed in default and therefore, subsequent complaint is not maintainable until and unless the order of did gets set aside.

g) That as per clause 5.1 of the agreement, the respondent is entitled for an extension of the timeline affected due to *force majeure* circumstances. The committed date of possession fell at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance (MOF) 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 (six) 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 (six) months due to outbreak of covid 19. Further, the Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various Real Estate Developers due to second wave of Covid–19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the respondent is entitled for 3 months extension for completion of the project.

h) 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.

i) 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.

j) That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. That it is pertinent to mention herein that such delay was neither intentional nor deliberate. The respondent was bound to adhere with the order and notifications of the Courts and the Government. Also, it is not out of the place to mention here that the Hon'ble Supreme Court in ***'Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018'***, keeping in view the Bans imposed by NGT and other Government Authorities etc., allowed the promoter for the grace period for completion of construction. The details of force majeure circumstances and reasons beyond the control of the Respondent are highlighted in the table below:

S.N	AUTHORITIES / DATE OF ORDER	TITLE	DURATION OF BAN
1.	Environment Pollution (Prevention and Control Authority) order dated 07.11.2017		90 days
2.	Haryana State		01.11.2018-10.11.2018

	Pollution Control Board order dated 29.10.2018		**(10 days)**
3.	Directions vide Notification DPCC/PA to MS/2018/7919-7945 dated 24.12.2018		**3 days**
4.	Commissioner, Municipal Corporation , Gurugram order dated 11.10.2019		11.10.2019-31.12.2019 **81 days**
5.	Environment Pollution (Prevention and Control Authority) for NCR order dated 01.11.2019		01.11.2019-05.11.2019 **5 days**
6.	Supreme Court – 04.11.2019 - 14.02.2020	M. C. Mehta Vs. UOI WPC 13029 / 1985	5days)
7.	Covid-19 extension (First Wave)- HRERA, Gurugram / 26.05.2020	Order dated 26.05.2020	6 Months extension
8.	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
9.	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)
TOTAL		**1.4yrs. (approx.)**	

That the delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. The respondent had carried out its obligations in agreement with utmost diligence. The complaint is not maintainable as the complaint has been filed after taking peaceful possession.

k) That after the completion of the project and receiving the Occupancy Certificate, the possession was offered to the complainant vide offer of possession letter dated 08.02.2023. Thereafter, the conveyance deed was executed on 09.06.2023, and the possession has been taken over by the complainant vide possession

letter dated 09.06.2023. Furthermore, in the possession certificate, the complainant has voluntarily waived his rights by himself being satisfied with all the terms and conditions of the agreement.

l) That the complainant 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 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.

m) 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 possession has been duly handed over to the complainant.

n) That the project in question has already been completed, occupation certificate was obtained on 25.01.2023, the possession was offered on 08.02.2023, the conveyance deed was executed on 09.06.2023, and the possession certificate dated 09.06.2023 was issued. 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.

o) That the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent. The complainant is trying to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention.

p) That there exists no cause of action as much as in favour of the complainant or against the respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority.

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 complainant 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 which further led to shortage of labour and orders passed by National Green Tribunal and various court orders. 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 complainant is 2108.2021 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 complainant.

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 complainant to the respondent from the due date to the actual handing over of possession.

14. The factual matrix of the case reveals that the complainant was allotted unit no. 10-406, tower 10, 4th floor in the respondent's project at the sale consideration of Rs. 23,83,549/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 16.11.2017. The possession of the unit was to be offered within 4 years from approval of building plans (08.06.2017) or from the date of environment clearance (21.08.2017), whichever is later, which comes out to be 21.08.2021 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 complainant is 21.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date 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 complainant paid a sum of Rs.25,72,255/- 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 complainant on 08.02.2023.

15. 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."*

16. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is 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.,08.09.2026 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 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.

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 16.11.2017. 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-allottee 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 complainant is 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 (08.02.2023) plus two months i.e., 08.04.2023 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 to refund the sky full maintenance charges.
G.IV Direct the respondent not to charge skyfull maintenance charges for a period of 5 years.

23. The respondent in the present matter has demanded skyful maintenance charges from the complainant at the time of offer of possession. The Authority observes that clause 4(v) of the policy, 2013 talks about maintenance of colony after completion of project. 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.

24. 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 complainant-allottee as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

H. Directions of the Authority

25. 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 complainant itself from due date of possession i.e., 21.02.2022 till the date of offer of possession (08.02.2023) plus two months i.e. up to 08.04.2023 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.

II. 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.

III. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act. Further no interest shall be charged from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

IV. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement or provided under Affordable Housing Policy.

V. The respondent is directed to charge the maintenance/use/utility charges from the complainant-allottee as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

26. Complaint as well as applications, if any, stand disposed off accordingly.

27. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
08.09.2026

HARERA
GURUGRAM