

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

Date of Decision: 17.07.2026

Name of the Builder/Respondent		Signature Global (India) Pvt. Ltd.	Appearance
S. No.	Case No.	Case title	
1.	CR/2588/2025	Hariom Kankerwal Vs. Signature Global (India) Pvt. Ltd.	Shri Akash Godhwani [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
2.	CR/5402/2025	Koustubh Pareek Vs. Signature Global (India) Pvt. Ltd.	Shri Akash Godhwani [Advocate for the complainant] Shri Venket Rao [Advocate for the respondent]
CORAM:			
Shri Arun Kumar		Chairman	

ORDER

- The above complaints have 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 provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "The Millenia, sector-37D, Gurugram, Haryana" being developed by the respondent/promoter i.e., Signature Global (India) Pvt. Ltd. The issue involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking delay possession charges at prescribed rate of interest.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

5. POSSESSION

5.1 Within 60 (sixty) days from the date issuance of occupation Certificate the Developer shall offer the possession of the Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with its obligations, formalities or documentation as prescribed by the Developer in terms of Agreement and not being in default under part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."

- Date of approval of building plans: 08.06.2017
- Date of approval environmental clearance: 21.08.2017
- Occupation certificate received dated: 25.01.2023

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/2588/2025 Filed on: 23.05.2025 Reply received: 03.02.2026.	10-807, tower -10 tower, 8 th floor Area of the unit: 596.126 sq. ft.	20.11.2017	21.08.2021 [Calculated from the date of environmental clearance]	Rs. 26,42,525 /- [as per final soa dated 23.03.2023]	Rs. 26,42,525/- [as per final soa dated 23.03.2023]

		Balcony area: 79.653 sq. ft.				
2.	CR/5402/2025 Filed on: 10.10.2025 Reply received: 16.01.2026.	1603,16 th floor. Tower-11 Area of the unit: 585.94 sq. ft. Balcony area: 79.55 sq. ft.	23.08.2018	21.08.2021 [Calculated from the date of environmental clearance]	Rs. 26,55,855 /- [as per SOA dated 14.01.2026 at page 172 of reply]	Rs. 26,34,938/- [as per SOA dated 14.01.2026 at page 172 of reply]

Relief sought:

1. Delay Possession charges along with not to charge anything which is not part of the Builder buyer's agreement.

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. Out of the above-mentioned cases, the particulars of case **CR/2588/2025 titled as Koustubh Pareek vs. Signature Global (India) Pvt. Ltd.** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest.

A. Unit and project related details



6. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name of the project	The Millenia, sector-37D
2.	Nature of the project	Affordable housing Project
3.	Project area	9 acres
4.	License no.	4 OF 2017 dated 08.06.2017 valid upto 01.02.2022
5.	RERA registered or not	03 of 2017 dated 20.06.2017 valid upto 21.08.2021
6.	Allotment letter dated	01.11.2017 [page 27 of complaint]
7.	BBA dated	20.11.2017
8.	Unit no.	10-807, tower -10 tower, 8 th floor
9.	Area of the unit	596.126 sq. ft. Balcony area: 79.653 sq. ft.
10.	Possession clause	5. POSSESSION 5.1 Within 60 (sixty) days from the date issuance of occupation Certificate the Developer shall offer the possession of the Flat to the Allottee(s). Subject to force male circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with its obligations, formalities or documentation as prescribed by the Developer in terms of Agreement and not being in default under part hereof including but not limited to the timely payment of



		instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."
11.	Total sale price as per BBA	Rs. 26,42,525/- [as per final soa dated 23.03.2023]
12.	Paid up amount as alleged by the complainant in its complaint	26,42,525/- [as per final soa dated 23.03.2023]
13.	Date of approval of building plans	08.06.2017
14.	Date of approval environmental clearance	21.08.2017
15.	Due date of possession	21.08.2021 [Calculated from the date of environmental clearance]
16.	OC dated	25.01.2023 [PAGE 92-94 OF reply]
17.	Intimation of possession	23.03.2023 [Page 95-96 of reply]
18.	CD executed on	31.05.2023 [Page 97-133 of reply]

B. Facts of the complaint.

7. The complainant has made the following submissions in the complaint:

- I. That the Respondent Company launched a Residential Group Housing Project namely "The Millenia", Sector 37D, Gurugram, Haryana under the Affordable Group Housing Policy, 2013, and invited applications from prospective buyers. The Respondent represented that the project had received Building Plan Approval from the competent authority.
- II. That the Complainant, relying upon the representations and assurances of the Respondent, applied for allotment and paid an initial amount of ₹1,21,216/-, which was duly acknowledged. Subsequently, a unit bearing No. T10-807 was allotted to the Complainant vide allotment letter.
- III. That the Complainant executed the Builder Buyer Agreement dated 20.11.2017 and, in compliance with the terms thereof, has paid a total sum of ₹26,42,525/- to the Respondent. Despite repeated emails and communications seeking possession, the Respondent failed to provide any definite timeline and merely assured that delay compensation would be settled at the time of possession.
- IV. That the Respondent, despite being fully aware of its obligations under the Real Estate (Regulation and Development) Act, 2016 and the applicable Rules, has failed to pay delay compensation to the Complainant as per Clause 6.2(ii) of the Agreement, while simultaneously charging interest for delayed payments from the Complainant.
- V. That the Complainant has consistently followed up with the Respondent regarding construction progress and possession; however, the Respondent has failed to provide satisfactory

responses and has cited vague reasons such as COVID-19 and financial constraints for the delay.

- VI. That due to the continuous delay and failure of the Respondent to deliver possession, the Complainant, having lost all hope and suffered financial loss and mental distress, is constrained to approach this Hon'ble Authority for redressal.
- VII. That the Respondent is guilty of deficiency in service and violation of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Haryana RERA Rules, 2017, causing significant loss and hardship to the Complainant.
- VIII. That the Respondent has indulged in unfair trade practices, including raising unlawful demands not forming part of the Builder Buyer Agreement, thereby violating the Affordable Housing Policy, 2013.
- IX. That as per Section 18 of the RERA Act, 2016, the Respondent is liable to pay interest for the delay in handing over possession from the due date till actual possession. The Complainant is thus entitled to delay compensation at the prescribed rate.
- X. That as per the Agreement, possession was to be delivered on or before 20.08.2021; however, the Respondent has failed to do so and the delay has exceeded more than two years.
- XI. That the Respondent has wrongfully utilized the funds paid by the Complainant for its own benefit, resulting in delay in the project, thereby causing financial loss to the Complainant.
- XII. That the Hon'ble Authority has consistently held that promoters are liable to pay interest for every month of delay from the due date of possession till actual possession. Hence, the present

complaint is being filed seeking possession of the unit along with delay compensation/interest and other appropriate reliefs.

C. Relief sought by the complainant:

8. The complainant has sought following relief(s).

- I. Interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.
 - II. The respondent be directed to refund the Skyfull Maintenance Charges.
 - III. It is most respectfully prayed that this Authority be pleased to order the respondent to refund the charges which is not as per the buyer agreement.
 - IV. It is most respectfully prayed that this Authority be pleased to order the respondent not to charge the amount of skyfull maintenance charges for a period of 5 years.
9. 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.

10. The respondent has contested the complaint on the following grounds.

- I. That the present complaint, filed by the Complainant(s), is nothing but an afterthought attempt of the Complainant(s) to attain undue monetary advantages at the cost of the Respondent and are wrong, frivolous, incorrect, false, baseless and misleading, hence they are



denied unless specifically admitted hereinafter. and hence liable to be dismissed as it is filed without any cause of action.

- II. That the Complainant(s) herein, in the year 2017, being in search of an apartment, learnt about the Affordable Housing project titled '*The Millenia*' at Sector 37D, Gurugram (*hereinafter referred to as the "Project"*), being developed by the Respondent in terms of the Affordable Housing Policy. It is also submitted that the complainant was well aware, that the project had been launched in 2019 after RERA Registration bearing No. 69 of 2019 dated 14.11.2019. That he was aware that the due date of possession for the unit was governed by the Affordable Housing Policy and was thus the same for every allottee, regardless of the date of execution of the BBA.
- III. That, the Complainant(s) had applied for the allotment of an unit in the project of the Respondent vide application bearing No. 13306 dated 14.08.2018. In consonance to the same, post the drawing of lots in the presence of officials of DGTCP/DC, Gurugram on 27.10.2017, an unit was allotted vide Allotment letter dated 01.11.2017 to the Complainant(s) in Unit bearing Flat no. 10-807 in Block/Tower- 10, having carpet area of 596.653 sq. ft. on the 8th floor, along with the balcony area of 79.653 sq. ft., together with the two-wheeler parking.
- IV. That on 20.11.2017, an Agreement to Sell (*hereinafter referred to as "Agreement"*), was executed for the said unit having a Sale Price of Rs. 24,24,330.5/-, excluding all other charges, taxes etc. as mentioned and agreed by the Complainant(s) under the Agreement. It is to note, that the said Agreement was signed by the Complainant(s) voluntarily with free will and consent without any demur. The total sale consideration of the said unit is Rs. 2642525/-.

- V. That it is respectfully submitted that the Complainant(s) applied for the subject unit only after conducting due diligence and necessary verification, and upon being fully satisfied with the project in all respects.
- VI. That as per *Clause 5.1 of the Agreement*, the possession of the unit was proposed to be offered by August, 2021 unless there is a delay or failure due to force majeure events. That as per Clause 5.1 of the Agreement, the possession of the said unit was proposed to be offered by August 2021. The said time period for offer of possession was subject to *force majeure* circumstances. Further, the said offer of possession was also subject to the timely payment of dues by the Complainant(s), which the Complainant(s) did not abide by.
- VII. That it may be noted, 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 (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.

- VIII. That further, the Haryana Real Estate Regulatory Authority, 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.
- IX. That subsequently, upon removal of the Covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the Project. Despite facing shortage in workforce, materials and transportation, the Respondent managed to continue with the construction work and completed the project. That the Respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the Project. In the interest of justice, the Respondent being a *bona-fide* may also be entitled to an extension for the inadvertent delay so caused in the construction of the Project owing to the world wide Covid-19 pandemic.
- X. That in addition to the abovementioned hindrances, it is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc., to mitigate the adverse effects of the pollution. Due to such ban on construction, the Promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the Respondent and thus, the Respondent is entitled for extension for such period of delay.



- XI. The Respondent faced multiple government and judicial restrictions on construction activities in NCR, including orders from the Supreme Court of India and Commission for Air Quality Management, leading to complete stoppage of work during specified periods (2017-2021).
- XII. Additional bans by authorities like EPCA, HSPCB, DPCC, and MCG further delayed construction, cumulatively affecting project timelines. These delays were beyond the control of the Respondent and qualify as force majeure circumstances, as also recognized in *Supertech Ltd. vs. Rajni Goyal*. The Punjab and Haryana High Court (order dated 24.12.2025) has also acknowledged such delays, including COVID-related impact, granting extensions under force majeure clauses.
- XIII. Despite these challenges, the Respondent completed the project, obtained Occupancy Certificate on 25.01.2023, offered possession on 23.03.2023, and the conveyance deed was executed on 31.05.2023, with the Complainant now in possession.
- XIV. That with reference to the same it is discernible that it was justified to charge the Complainant(s) of the maintenance charges, and the same was in terms of the Agreement. That it is pertinent to mention here that the Complainant(s) 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 same is evident from the Customer Ledger, wherein the payment entries shows that the Complainant(s) had paid defaulted in making payments. Further, the Complainant(s) have paid an amount to the tune of Rs. 23,64,133/-, which also includes the Credit Note of Rs. 20,557.93/-, which has been given by the Respondent out of goodwill, against the total sale

consideration of Rs. 24,24,330.5/-, /-. excluding other charges and taxes.

- XV. That the Complainant(s) in the present complaint, have 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(s) that the project is delayed is false and frivolous as the occupation certificate has been obtained and the offer of possession letter has already been provided to the Complainant(s).
- XVI. That the project in question has already been completed, occupation certificate was obtained on 25.01.2023, the possession was offered on **23.03.2023** the conveyance deed was executed on 31.05.2023 and the possession certificate dated 31.05.2023 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.
- XVII. It is evident that the entire case of the Complainant(s) are nothing but a web of lies, false and frivolous allegations made against the Respondent. That it is brought to the knowledge of the Ld. Authority that the Complainant(s) are trying to hoodwink the Ld. Authority by placing untrue facts and attempting to hide the true colour of intention.

- XVIII. That there exists no cause of action as much as in favour of the Complainant(s) or against the Respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
- XIX. 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.
- XX. That the Complainant(s) sought relief of delay possession charges. It is pertinent to mention that the Complainant(s) are not liable to said relief as the offer of possession letter has already been given by the Respondent, and the delay so occurred was beyond the control of the Respondent.
11. 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 these undisputed documents and submission made by the parties.
- E. Jurisdiction of the authority**
12. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.
- E.I Territorial jurisdiction**
13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for

all purposes. 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

14. 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.

15. 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 relief sought by the complainant.

F.I Interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect



from the committed date of possession till the actual delivery of possession with proper habitable conditions.

F.II The respondent be directed to refund the Skyfull Maintenance Charges.

F.III It is most respectfully prayed that this Authority be pleased to order the respondent not to charge the amount of skyfull maintenance charges for a period of 5 years.

F.IV It is most respectfully prayed that this Authority be pleased to order the respondent to refund the charges which is not as per the buyer agreement.

16. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

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

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

17. Clause 5 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

5. Possession

Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, 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, (herein referred to as the "Commencement Date") whichever is later.

18. Admissibility of 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.

19. 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.

20. 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., 17.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

21. 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;"*

22. 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 the complainant in case of delayed possession charges.

23. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 5 of the Apartment Buyer's Agreement dated 20.11.2017 executed between the parties, the possession of the subject apartment was to be delivered on or before 21.08.2021. However, the

Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

24. 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 allottee shall be paid, by the promoter, interest for every month of delay from the due date of possession i.e., 21.08.2021 till offer of possession i.e., 23.03.2023 plus two months in terms of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

F.II The respondent be directed to refund the Skyfull Maintenance Charges.

F.III It is most respectfully prayed that this Authority be pleased to order the respondent not to charge the amount of skyfull maintenance charges for a period of 5 years.

F.IV It is most respectfully prayed that this Authority be pleased to order the respondent to refund the charges which is not as per the buyer agreement.

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

26. The respondent in the present matter has raised invoice of skyful maintenance charges amounting to through maintenance agency i.e., "Skyfull Maintenance Services Pvt. Ltd." 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 which is reproduced as under:



"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.

27. It is pertinent to mention here that the authority on 11.04.2022 requested DTCP, Haryana to give clarification with respect to the issue of maintenance. In response of the said letter sent by the Authority, an email dated 29.11.2022 has been received from DTCP intimating that the issue of free maintenance of the colony in terms of Section 4(v) of the Affordable Group Housing Policy, stands referred to the Government and clarification will be issued by DTCP as and when the approvals is received from the Government.
28. As per the clarification regarding maintenance charges to be levied on affordable group housing projects being given by DTCP, Haryana vide clarification no. PF27A/2024/3676 dated 31.01.2024, it is 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.
29. Accordingly, the respondent is obligated to charge the maintenance/use/utility charges from the complainant-allottee as per consumptions basis as has been clarified by the Directorate of town and Country Planning, Haryana vide clarification dated 31.01.2024. In case any

amount charged extra from the complainant, same may be adjusted towards future maintenance. Further, the respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

G. Directions of the Authority

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

- I. The respondent/promoter is directed to pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainant(s) from the due date of possession i.e., 21.08.2021 till offer of possession i.e., 23.03.2023 plus two months in terms of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.
- II. The arrears of such interest accrued from 21.08.2021 till the date of order by the authority shall be paid by the respondent/promoter to the complainants within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- III. The respondent is directed to charge the maintenance/use/utility charges from the complainant-allottee as per consumptions basis as



has been clarified by the Directorate of town and Country Planning, Haryana vide clarification dated 31.01.2024. In case any amount charged extra from the complainant, same may be adjusted towards future maintenance.

- IV. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- V. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
31. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
32. Complaint as well as applications, if any, stand disposed off accordingly. True certified copy of this order shall be placed in the case file of each matter.
33. File be consigned to registry.

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026