

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

**Complaint no.:** 2461 of 2023  
**Date of decision:-** 21.08.2024

Suman Tripathi Sood  
**R/o:-**165 A-4, Konark Apartment,  
Kalkaji Extension.

**Complainants**

**Versus**

1. M/s. BPTP Limited  
**Regd. office:**OT-14, floor-3<sup>rd</sup>, Next Door Parklands,  
Sector-76, Faridabad, Haryana-121004.

2. M/s Countrywide Promoters Pvt. Ltd.  
**Regd. Office:** I-202, Floor-2<sup>nd</sup>, Parsvnath Gardenia,  
Sector-61, Noida (U.P)

**Respondents**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Sagar Chawla (Advocate)

**Complainant**

Harshit Batra (Advocate)

**Respondents**

**ORDER**

1. The present complaint dated 14.06.2023 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 as provided 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*.

**A. Unit and project related details**

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

Sr. No.	Particulars	Details
1	Name of the project	Terra, Sector-37D, Gurugram
2	Nature of the project	Group Housing Towers
3	Area of the project	19.74 acres
4	Hrera Registered	Registered 299 of 2017 Dated:- 13.10.2017
5	DTCP Licence	Licence no.-83 of 2008 and 94 of 2011.
6	Allotment letter	07.12.2012 (As on page no. 41 of reply)
7	Date of execution BBA	22.01.2013 (As on page no. 25 of complaint)
8	Unit no.	T22-1102, Floor-10 <sup>th</sup> , Tower-22 (As on page no. 34 of complaint)



9	Unit area	2191 sq. ft.
10	Possession clause	<p><b>Clause 5 POSSESSION AND HOLDING CHARGES</b></p> <p><b>5.1</b> The Seller/confirming Party proposes to offer possession of the Unit to the Purchaser(s) within the Commitment Period. The Seller/Confirming Party shall be additionally entitled to a <b>Grace Period of 180 days after the expiry of the said Commitment Period for making offer of possession of the said Unit.</b></p> <p><b>Clause 1 DEFINITIONS:</b></p> <p><b>1.6</b> "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of installments of the sale consideration as per the payment plan opted. Development Charges (DC), Stamp Duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser's <b>within a period of 42</b></p>

		<p><i>months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later.</i></p> <p><i>[Emphasis supplied]</i></p>
11	Grace period	Grace period allowed
12	Date of sanction of building plan	21.09.2012
13	Due date of possession	22.01.2017 [Calculated 42 months from date of execution of BBA + 180 days]
14	Tri-Partite Agreement	29.01.2013 (As on page no. 57 of complaint)
15	Loan sanctioned	Rs.1,05,00,000/- (As on page no. 59 of complaint)
16	Liability of builder to pay to HDFC	From the date of first and each subsequent disbursement till 30 <sup>th</sup> June 2015 (As on page no. 60 of complaint)
17	Total sale consideration	Rs. 1,32,06,331/- (As on page no. 42 of complaint)
18	Total amount paid by the complainant	Rs. 1,30,02,009/-
19	In principle Occupation certificate on	21.09.2023 (As on page no. 109 of reply)

20	Offer of possession	06.10.2023 (As on page no. 111 of reply)
21	Final occupation certificate	23.01.2024 (As per website )

**B. Facts of the complaint:**

3. The complainants made the following submissions in the complaint:
- I. That In the month of April 2012, the respondent i.e., M/s BPTP Limited launched a group housing project 'Terra' admeasuring approx. 19.74 acres at sector 37-D Gurgaon, Haryana. The representatives of the respondent approached and lured the complainant to purchase a unit in the project.
  - II. On the representations of the respondent, the complainant booked a residential apartment bearing no. T-22-1002 on 10<sup>th</sup> floor, in T-22 Tower admeasuring super built up area of 1,998sq.ft. at the basic sale price of Rs.5,250/- per sq. ft. over and above the basic sale price, the respondent charged:-
    - (i) *Preferential Location Charges (PLC) @ INR 10,48,950/-*
    - (ii) *Development Charges (DC) @ 462 per Sq. Ft.;*
    - (iii) *Interest Free Maintenance Security (IFMS) @ 50/- per sq.ft.*
    - (iv) *Fire Fighting Charges (FFC), Electricity Connection Charges (ECC) Power Backup Installation Charges ('PBIC') at the rate of Rs.100/- per sq. ft.*
    - (v) *Apart from the above, the respondent further charged Rs.2,00,000/- allegedly towards a club membership which till date is not in existence and an amount of Rs.3,50,000/- towards covered car parking. Accordingly, the total apartment cost was Rs.1,32,06,331/- In this regard, the respondent offered a subvention payment plan to the complainant.*

- III. The complainant has paid an amount of Rs.1,30,02,009.45 /- against demanded amount of Rs.1,29,60,017.64/- till date. The respondent has taken excess amount of Rs.41,991.81/- from the complainant and is thereby liable to return with interests thereon.
- IV. That at the time of booking the apartment in the project, the respondent had assured the complainant that it has procured all the necessary permissions, licenses and approvals, and further committed that under all circumstances, it would deliver possession of the apartment within 42 months from date of sanction of building plan or execution of Flat Buyer's Agreement, whichever is later.
- V. That the complainant apprehends that when the project was announced, the respondent did not possess the requisite approvals, sanctions, or licenses. It is humbly requested that this Authority may direct the respondent to provide all the requisite documentation, licenses, approvals and applications so as to determine whether the respondent was even authorized to sell and advertise the project as early as they have.
- VI. That the respondent has raised arbitrary demands from the complainant on their own whims and fancies and not in accordance with the agreed payment plan. The complainant is appalled by the fact that the respondent is demanding 18% interest on delayed payments, if any.
- VII. That the complainant was coerced into signing the BBA since she had already paid significant sums of money with respect to the apartment as far back in 2013. Furthermore, since the respondent was in a dominant position, it drafted the BBA according to its



- whims and fancies. Indeed, several clauses of the BBA, reveal the unjust, onerous and oppressive terms imposed on the complainant.
- VIII. The complainant, on multiple occasions, has enquired about the probable date of delivery of possession of the apartment. However, the respondent has consistently failed to respond with any concrete timeline and continues to adopt delaying tactics by being evasive.
- IX. It is submitted that the respondent has been brushing aside requisite norms and stipulations and has accumulated a huge amount of hard-earned money from various investors in the project including the complainant, and is unconcerned about the delivery of the possession of the Apartment within the requisite time frame stipulated in the BBA.
- X. That the respondent, in utter disregard of their responsibilities have left the complainant in lurch. Thus, the complainant has no other option but to seek justice from this Authority and hence the present complaint

**C. Relief sought by the complainants:**

4. The complainant has sought following relief(s):
- Direct the respondent to handover physical possession of the unit to the complainant.
  - Direct the respondent to pay delayed possession charges.
  - Direct the respondent to refund the amount of Rs.41,991.81/- which has been taken in excess from the complainant along with interest of 18%.
  - Direct the respondent to refund Rs.2,00,000/- which has been wrongfully taken towards the club house along with interest

**D. Reply by respondent:**

5. The respondent by way of written reply has made following submissions:
- I. That at the very outset, it is submitted that the present complaint is untenable both in facts and law and is liable to be dismissed at the very outset. Moreover, the complaint is filed without any cause of action and hence is liable to be dismissed.
  - II. That at the very outset, it is submitted that the name of the respondent no. 2 should be deleted from the array of parties. It is a mere a confirming party and moreover, no specific relief has been sought from respondent no. 2.
  - III. That the complainant being interested in the group housing real estate development of the respondents, known under the name and style of "TERRA" located at Sector 37-D, Gurugram, Haryana booked a unit in the said project. The complainant booked a unit vide an application form dated 13.08.2012 by paying a booking amount of Rs.7,00,000/- vide cheque no. 186615 dated 27.07.2012.
  - IV. That a unit bearing number T-22-1002, 10<sup>th</sup> Floor, Tower T22, tentatively admeasuring 1998 sq. ft. was issued in favor of the complainant and consequently, the allotment of the same took place vide Allotment Letter dated 07.12.2012. That the complainant consciously and wilfully opted for Subvention-Scheme plan as per her choice for remittance of the sale consideration for the unit in question and thereby a Tripartite Agreement dated 29.01.2013 was executed between the parties. It is pertinent to mention here that the respondent has always been responsible for their liability and hence paid all the Pre-EMI as per the agreed terms and conditions of the Agreement. The *bonafide* of the respondents shall be noted that





as per the Agreement, the respondents were only liable to pay the Pre-EMI amount till 30.06.2015.

- V. That consequently, a Flat Buyer's Agreement dated 22.01.2013 was executed between the complainant and the respondents. That both the parties were obligated to fulfil their respective obligations as set out under the Flat Buyer's Agreement. That the due date of handing over possession was 42 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later with a grace period of 180 days, subject however, to the *force majeure* circumstances.
- VI. That the due date is calculated from the execution of Flat Buyer's Agreement (22.01.2013) being later as the Buildings Plan of the project was sanctioned on 21.09.2012. Thus, the *proposed* due date for offer of possession comes out to be 22.02.2017 (including the grace period).
- VII. That the construction of the unit was hampered due to and was subject to the happening of the *force majeure* and other circumstances beyond the control of the respondent, the benefit of which is bound to be given to the respondent no.1. At this stage, it is categorical to note that respondent No.1 was faced with certain *force majeure* events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. It is pertinent to state that the National Green Tribunal in several



cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 2.11.2015 mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna River bed. These orders in fact *inter-alia* continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost 2 years that the scarcity as detailed aforesaid continued, despite which all efforts were made and materials were procured at 3-4 times the rate and the construction continued without shifting any extra burden to the customer. That the aforementioned circumstances are in addition to the partial ban on construction. In the recent past the Environmental Pollution (Prevention and Control) Authority, NCR (EPCA) vide its notification bearing no. EPCA-R/2019/L-49 dated 25.10.2019 banned construction activity in NCR during night hours (6 pm to 6 am) from 26.10.2019 to 30.10.2019 which was later on converted to complete ban from 1.11.2019 to 05.11.2019 by EPCA vide its notification bearing no. R/2019/L-53 dated 01.11.2019.

VIII. That additionally, even before the normalcy could resume, the world was hit by the Covid-19 pandemic. That the covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the project. That from the facts indicated above and documents appended, it is comprehensively established that a period of 192

days was consumed on account of circumstances beyond the power and control of the respondent no.1, owing to the passing of Orders by the statutory authorities.

- IX. That the due date of offer of possession was also dependent on the timely payment by the complainant which she failed to do. That the total sales consideration of the unit was Rs.1,66,98,427.19/- exclusive of the stamp duty charges out of which the complainant had only made payment of Rs.1,30,02,009.45/-.
- X. It is submitted that the demand letters were raised as per the agreed payment plan however, the complainant had continuously delayed in making the due payments, upon which, various payment request letters and reminder notices were also served to the complainant from time to time. That even after various hardship faced by the respondents, the respondents fulfilled its obligations and were able to complete the construction of the project and attained the in-principle Occupation Certificate from the concerned Authority vide MEMO No. ZP-437-IV/PA(DK)/2023/31681 dated 21.09.2023 and hence offered the possession of the unit to the complainant vide Notice for Offer of Possession dated 06.10.2023. That the super area of the unit was tentative in nature and was subject to change. That the complainant, during the execution of the Agreement had agreed that the charges with respect to the club shall not form the part of the Basic Sale Price of the unit and had undertaken to pay the same as per the Clause 3.2 of the BBA. Hence, as noted above, the complainant is duty-bound to pay the increase in super area of the unit and the club membership charges at the time of completion of the project.

6. 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:**

7. 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**

8. 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**

9. 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)(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*



*allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;*

10. 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.**

11. The respondent-promoter has raised a contention that the handover of the unit was delayed due to force majeure conditions such as various orders passed by the National Green Tribunal, Environment Pollution (Prevention & Control) Authority, shortage of labour and stoppage of work due to lock down due to outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondent, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his construction activities came to stand still, and the said period be excluded. But the plea taken in this regard is not tenable. The due date for completion of project is calculated as per clause 5.1 of the agreement dated 22.01.2013, which is prior to the coming of Covid-19. Though there have been various orders issued to curb the environment pollution, but these were for a short period of time. So, the circumstances/conditions after that period can't be taken into consideration for delay in completion of the project.

**G. Findings on the relief sought by the complainants.**

**G.I Direct the respondent to handover physical possession of the unit.**

**G.II. Direct the respondent to pay delayed possession charges.**

12. The aforementioned reliefs are interrelated and thus are being addressed together. In the present complaint, the complainants acquired a unit numbered T22-1002 on the 10th floor of Tower-22, measuring 2191 sq. ft, for a total sale consideration of Rs. 1,32,06,331/- in the project "Terra" being developed by the respondent. The unit was allotted to the complainants via an allotment letter dated 07.12.2012, followed by the execution of a Builder Buyer's Agreement between the complainant and the respondents on 22.01.2013. According to clause 5.1 read with clause 1.6 of the aforementioned agreement dated 22.01.2013, the respondent committed to handing over possession of the unit to the complainant by 22.01.2017. The said clause is reproduced below:

**"Clause 5 POSSESSION AND HOLDING CHARGES**

**5.1 The Seller/confirming Party proposes to offer possession of the Unit to the Purchaser(s) within the Commitment Period. The Seller/Confirming Party shall be additionally entitled to a Grace Period of 180 days after the expiry of the said Commitment Period for making offer of possession of the said Unit.**

**Clause 1 DEFINITIONS:**

**1.6 "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of installments of the sale consideration as per the payment plan opted. Development Charges (DC), Stamp Duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the**

*Purchaser's within a period of 42 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later.*

*[Emphasis supplied]*

13. Therefore, the due date for handing over possession to the complainants was 22.01.2017. The respondent obtained in-principal approval for occupation certificate in respect of the subject tower no. 22 on 21.09.2023.. Subsequently, the respondents issued an offer of possession along with a demand letter to the complainant on 06.10.2023.
14. Upon thorough examination, the Authority determines that the document at pages 109-110 does not constitute the final occupation certificate. It is explicitly stated therein that the DTCP has identified several deviations from the approved building plans at site. The observations included:
- " The request has been examined and observed that you have made the deviations at site during the construction from the approved building as under:-*
- 1. Tower 22 & 23 has been constructed up to Stilt/Ground Floor + 19<sup>th</sup> floor against Stilt/Ground Floor + 24<sup>th</sup> floor as sanctioned. Since, you have not raised the construction of 20<sup>th</sup> floor to 24<sup>th</sup> floor (5 floors) and constructed 152 nos. of dwelling units upto 19<sup>th</sup> floor against 181 nos of dwelling units.*
  - 2. Further, you have also constructed the Club with Swimming Pool over an area measuring 1052.23 sqm. (Stilt/Ground Floor to Mumty) without approval of building plans on some part of already OC granted podium".*
15. Also, it is explicitly stated that the in-principal approval for the occupation certificate was issued to facilitate the invitation of objections and suggestions from the allottees, and it was granted subject to specific conditions that the respondents were required to adhere to. Following conditions were imposed on the respondent:

*" (i) That you shall invite objections from each existing allottee regarding the said amendemnet in the building plan through an advertisement to be issued at least*

*in three national newspapers widely circulated in District, of which one should be in Hindi language, within a period of 10 days from the issuance of approval.*

- (ii) *Each existing allottee shall be informed about the proposed revision through registered post with a copy endorsed to the Senior Town Planner, Gurugram in case of building plan within two days from the advertisement as per (a) above clearly indicating the last date for submission of objection. A certified list of all existing allottees shall also be submitted to the STP, Circle Office....."*

16. It can be clearly concluded that the respondents were instructed to notify and solicit objections from the allottees concerning any modifications to the original building plans. However, the respondents acted contrary to this directive by issuing an offer of possession to the complainants, claiming that the in-principal approval for the occupation certificate had been received and that the unit was now ready for possession. In doing so, the respondents did not mention the revised building plans or the conditions imposed by the DTCP.
17. The final occupation certificate was issued to the respondents on 23.01.2024 as per the date available on the website of Town and Country Planning, Haryana.
18. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges along with interest on the amount paid. 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.

***"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. **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."***

18. 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.
19. 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., 21.08.2024 is 9.10 %. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
20. 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;"*

21. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
22. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by failing to deliver possession by the agreed-upon date as per Clause 5.1 read with clause 1.6 of the agreement dated 22.01.2013. According to the agreement, the respondent was obligated to hand over possession of the unit to the complainants by 22.01.2017. The possession of the unit has not been handed over to the complainants till date. The respondent has failed to deliver possession of the unit to the complainants even after a delay of 7 years. Also, the offer of possession made by the

respondent on 06.10.2023 is not a valid offer and is bad in the eyes of law as the occupation certificate was not obtained at that time.

23. 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. In the interest of justice the Authority is of the view that the allottees, shall be paid by the promoter, interest for every month of delay from due date of possession i.e., 22.01.2017 till the offer of possession plus 2 months or actual handing over of possession after obtaining the occupation certificate whichever is earlier as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

**G.III. Direct the respondent to refund the amount of Rs.41,991.81/- which has been taken in excess from the complainant along with interest of 18%.**

**G.IV. Direct the respondent to refund Rs.2,00,000/- which has been wrongfully taken towards the club house along with interest**

24. Regarding the project "Terra," the committee chaired by Sh. Manik Sonawane, IAS (retired), Sh. Laxmi Kant Saini, CA, and Sh. R.K. Singh, CTP (retired), issued comprehensive recommendations. The respondent is directed to issue demands in accordance with the committee's recommendations, as these have been explicitly addressed in the report. Any demand raised by the respondents in contravention to the said committee's report shall be illegal.

#### **H. Directions of the Authority**

25. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure

compliance of obligations casted upon the promoters as per the functions entrusted to the authority under section 34(f):

- i. The respondents are directed to make fresh offer of possession of the unit to the complainant within 30 days of this order.
  - ii. The respondents are directed to pay interest for every month of delay from due date of possession i.e., 22.01.2017 till the offer of possession plus 2 months after obtaining the occupation certificate or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
  - iii. The respondents shall not charge anything from the complainant which was not a part of the Committee report headed by Sh. Manik Sonawana IAS(retired) and shall make the demands as per the committee's report.
26. Complaint stands disposed of.
27. File be consigned to registry.



**Ashok Sangwan**  
**(Member)**  
Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 21.08.2024