

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

**Complaint no. : 5606 of 2022**  
**Complaint received on : 10.08.2022**  
**Order pronounced on : 12.09.2024**

1. Mr. Indru Vaswani  
2. Mrs. Payal Vaswani

**Both R/o:** 605, Silver Arch Apartments, 22, Firozshah Road,  
New Delhi-110001

**Complainants**

**Versus**

M/s Ats Real Estate Builders Private Limited

**Regd. office:** 711/92, Deepali, Nehru Place, New Delhi-10019.

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Shri Rishi Kapoor (Advocate)

Shri Vivek Sethi (Advocate)

**Complainants  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

**A. Unit and Project-related details:**

2. The particulars of the project, the details of sale consideration, the amount

paid by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"ATS Marigold" at Sector 89A, Gurgaon, Haryana
2.	Nature of the project	Group Housing colony
3.	Unit no.	2151, 15 <sup>th</sup> floor, in Tower- 2 (Page no. 29 of the complaint)
4.	Unit area admeasuring	1750 sq. ft. (Super built-up area)
5.	Date of execution of flat buyer agreement	19.12.2014 (Page no. 28 of the complaint)
6.	Possession clause	<b>6.2</b> <i>The Developer shall endeavour to complete the construction of the Apartment within 42 (forty-two) months from the date of this Agreement, with the grace period of 6 (six) months i.e. ("Completion Date"), subject always to timely payment of all charges including the basic sale price, stamp duty, registration fees and other charges as stipulated herein. The Company will send possession Notice and offer possession of the Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(ies).</i> (Page no. 39 of the complaint)
7.	Due date of possession	19.12.2018 (Note: - due date of possession can be calculated from the date of agreement i.e., 19.12.2014)

		<b>A grace period 6 months is allowed being unconditional.</b>
8.	Sale consideration	Rs.1,19,06,250/- (as per payment schedule at pg. 59 of complaint)
9.	Amount paid by the complainant	Rs.1,11,92,782/- (as alleged by the complainant in their brief facts)
10.	Occupation certificate	16.06.2023 (As per additional documents submitted by the respondent counsel during proceedings)
11.	Offer of possession	20.06.2023 (As per additional documents submitted by the respondent counsel during proceedings)

**B. Facts of the complaint:**

- The complainants decided to book a residential unit in the respondent's project namely "ATS Marigold" at Sector 89A, Gurgaon, Haryana and accordingly made the payment of booking charges. Pursuant to booking, a unit of approximately 1750 sq. ft. super area tentatively numbered Flat No. 2151, Tower -B, Type C 3 BHK in the respondent's project was allotted to the complainant. A buyer developer agreement was signed in furtherance of the above transaction on 19.12.2014.
- The buyer developer agreement incorporated unilateral terms and conditions favoring respondent company. According to the terms and conditions being unjustly incorporated, the entire sale consideration of the unit including all other charges under multiple heads was thus calculated to be Rs. 1,19,06,250/-.





5. According to the terms and conditions of the buyer developer agreement the possession of the unit is to be provided within 42 months from the date of the execution with additional the grace period of 6 months, by 08.06.2018 of the buyer developer agreement with an additional grace period of 6 months.
6. The respondent company had raised several demand letters for the payment of the part of the consideration amount, and in *bonafide* belief, the complainants had made the timely payment of Rs. 1,11,92,782/- towards the cost of the unit on various dates and as per the demands raised by the respondent.
7. Despite the payment made in regard of the unit, respondent company has neither provided the possession of the unit nor developed the amenities against which the payment has already been received. This is in contravention of the provisions of the RERA. The respondent company has illegally & arbitrary and by wrong interpretation of the terms and conditions of the buyer developer agreement, the complainants were penalized with a penalty / duty to pay interest @18% per annum compounded quarterly if there is a failure in making the payment of the instalment on time from the due date till the final settlement of amount payable. Therefore, by the same principle, in case of default by the respondent company in defaulting the agreement. The respondent company is also liable to pay interest at the rate of @18% per annum compounded quarterly as since the date of payment till the date of offer of possession or obtaining of occupancy certificate whichever is later.
8. According to the terms and conditions of the buyer developer agreement, the possession was to be provided by 08.06.2018. However, the respondent company is only interested in grabbing payment from the gullible customers.
9. As such there is a delay of approximately more than 90 months, which is continuing due to misrepresentations and deliberate default of the

respondent. Aggrieved by the continuous omissions and default committed by respondent company in providing handing over the possession to the complainant as per the agreed date, the present complaint is being preferred.

10. The unit had been bought with the intention to provide a source of residence to the complainant's family. However, due to incessant delay from the end of the respondent company, the complainants were compelled to make alternative arrangements. The monthly instalments of this unit along with the expenses of the alternative has caused a lot of financial distress to the complainants. The need for this unit has elapsed and it has become a financial burden. The complainants are in much more need of the money that is stuck with the respondent company even in these dire times of Covid-19.

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

11. The complainants have sought the following relief(s):
- i. Direct the respondent to provide the possession of the unit at the earliest and the adjust the delay interest accrued upon the unit because of the delay by the respondent company.
  - ii. Direct the respondent to refund the delay interest if the amount exceeds the payment which is to made by the complainants.
12. 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) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

13. The present complaint is neither maintainable nor tenable before this Hon'ble Forum and is liable to be out rightly dismissed. The agreement in question was executed between the complainant and the respondent prior to the enactment of RERA, 2016 and the provisions laid down in the said Act cannot be enforced retrospectively.

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The complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute this clause 21.1 of the buyer's agreement.

14. The complainant, after checking the veracity of the project namely, 'ATS Marigold', Sector 89A, Gurugram had applied for allotment of a residential unit and agreed to be bound by the terms and conditions of the documents executed by the parties to the complaint. It is submitted that based on the application of the complainant, unit no. 2151, Tower no. 2, having super built-up area of 163 sq. mt. equivalent to 1750 sq. ft., which includes built up area of 137.50 sq. Mt. Equivalent to 1480 sq. ft. was allotted to the complainant by the respondent.

The buyer's agreement was executed on 19.12.2014. It is pertinent to mention herein that the Real Estate (Regulation and Development) Act, 2016 was not in force when the agreement was entered into between the complainant and the respondent. The provisions of the Real Estate (Regulation and Development) Act, 2016 thus cannot be enforced retrospectively. It is respectfully submitted that the complainants have consciously and voluntarily executed buyer's agreement dated 19.12.2014 after reading and understanding the terms and conditions incorporated therein to their full satisfaction. Once a contract is duly executed between the parties, then the entire rights and obligations of the parties thereto are wholly encapsulated in and determined by the said contract which remains binding on the parties thereto.

15. The complainant is well educated person who had made booking with the respondent out of his freewill and only after reading, understanding and verifying the terms and conditions stipulated in the documents pertaining to the allotment including the agreement. No objections against the terms of the

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documents including the agreement were raised by the complainant with the respondent. The complainant had made the booking only after reading, understanding and verifying the terms and conditions stipulated therein. The complainant had satisfied himself about the right, title, location and limitation in the project of the respondent and had accordingly applied vide application dated 01.07.2014.

16. It is submitted that the sale consideration of Rs.1,19,06,250/- was not the total sale consideration as wrongly alleged and the said amount was exclusive of registration charges, stamp duty, maintenance charges, service tax, proportionate taxes and charges and other charges which were payable by the complainant towards the total sale consideration and the same is known to him from the very inception as is evident from a bare reading of clauses 4 to 5 of the agreement in question. As per the same clause of the buyer's agreement, timely payment by the complainant of the basic sale price and other charges as stipulated in the payment plan was to be the essence of the agreement.
17. The possession of the unit was supposed to be offered to the complainant in accordance with the agreed terms and conditions of the buyer's agreement. The possession of the unit was subject to the occurrence of the force majeure events. The relevant clause 6.2 of the agreement pertaining to force majeure event clearly states that - "notwithstanding the same, the developer shall be entitled to an extension of time from the expiry of the completion of construction is delayed on account of any of the following reasons:
- Non-availability of steel, cement, other building materials, water or electric supply or labor, or
  - Any change in the Applicable Law or existence of any injunction, stay order, prohibitory order or directions passed by any Court, tribunal, body or Competent Authority; or



- Inability to undertake the construction for approx. 7-8 months due to Central Government's notification with regard to demonetization: During this period, the contractor could not make payment to the labor in cash and as majority of casual labor force engaged in construction activities in India do not have bank accounts and are paid in cash on a daily basis. During demonetization the cash withdrawal limit for companies was capped at Rs. 24,000 per week initially whereas cash payments to labor on a site of the magnitude of the project in question are Rs. 3-4 lakhs per day and the work at site got almost halted for 7-8 months as bulk of the labor being unpaid went to their hometowns, which resulted into shortage of labor.
- Orders Passed by National Green Tribunal: In last four successive years i.e. 2015-2016-2017-2018, Hon'ble National Green Tribunal has been passing orders to protect the environment of the country and especially the NCR region. The Contractor of Respondent could not undertake construction for 3-4 months in compliance of the orders of Hon'ble National Green Tribunal. Due to following, there was a delay of 3-4 months as labor went back to their hometowns, which resulted in shortage of labor in April-May 2015, November- December 2016 and November December 2017.
- Non-Payment of Instalments by Allottees: Several other allottees were in default of the agreed payment plan, and the payment of construction linked instalments was delayed or not made resulting in badly impacting and delaying the implementation of the entire project.
- Inclement Weather Conditions viz. Gurugram: Due to heavy rainfall in Gurugram in the year 2016 and unfavorable weather conditions, all the construction activities were badly affected as the whole town was



waterlogged and gridlocked as a result of which the implementation of the project in question was delayed for many weeks.

- Restraint order dated 23.04.2014 passed by the SDM Kapashera: The respondent company has been constructing the project in a timely manner and as per the terms of the agreement for sale and no default whatsoever has been committed by it. It is pertinent to mention herein that the project was badly affected on account of a restraint order dated 23.04.2014 passed by the SDM Kapashera on the basis of a report submitted by Halka Patwari, Kapashera that the respondent was making encroachment on the Gram Sabha Land. Order passed by the SDM Kapashera is covered under the ambit of the definition of 'Force Majeure Event' as stipulated in the mutually agreed terms of the agreement for sale.

18. The respondent shall complete the construction of the project shortly, and thereafter shall apply for the grant of the occupation certificate. The complainant was intimated to remit the outstanding amount on the failure of which the delay penalty amount would accrue. The complainant shall be given the physical possession of the unit after making payment towards the due amount along with interest and holding charges.

19. It is wrong and denied that the complainant is entitled to any relief from this Hon'ble Forum. It is, therefore, prayed that this Hon'ble Forum may dismiss the complaint with heavy costs payable to the respondent by the complainant.

20. 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 submissions made by the parties.

#### **E. Jurisdiction of the Authority:**

21. 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**

22. 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 the entire Gurugram District for all purposes 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**

23. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per the 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 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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.*

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

**F. Findings on the objections raised by the respondent:**

**F.1 Objection regarding complainant is in breach of agreement for non-**



**invocation of arbitration.**

25. The respondent has raised an objection that the complainant has not invoked the arbitration proceedings as per the provisions of buyer's agreement which contains provisions regarding initiation of arbitration proceedings in case of breach of agreement. The following clause has been incorporated w.r.t arbitration in the buyer's agreement:

*"All or any dispute that may arise with respect to the terms and conditions of this Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties."*

26. The respondent contended that as per the terms & conditions of the agreement dated 19.12.2014 duly executed between the parties, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the provisional booked unit by the complainant, the same shall be adjudicated through arbitration mechanism. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in **National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506**,

wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause.

27. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainants are well within the right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and Act of 2016 instead of going in for an arbitration. Hence, there is no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

**F.II Objections regarding Force Majeure.**

28. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by Environmental Pollution Prevention & Control Authority, NGT, and orders of other courts/authorities to curb the pollution in NCR. It further requested that the said period be excluded while calculating due date for handing over of possession. Further, in the instant complaint, as per clause 6.2 of BBA dated 19.12.2014, the due date of handing over of possession was provided as 19.12.2018 (a grace period of 6 months is allowed being unconditional).

29. However, all the pleas advanced in this regard are devoid of merits. First of all, the possession of the unit in question was to be offered by 19.12.2018. Further, the time taken in governmental bans/guidelines cannot be attributed as reason for delay in project, as some of the events mentioned above are of routine in nature, happening annually and are for very shorter period of time. The promoter is required to take the same into consideration



while launching the project. However, considering such delays, a grace period of 6 months is already being allowed unconditionally. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong and the objection of the respondent that the project was delayed due to circumstances being force majeure stands rejected.

30. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (1) (Comm.) no. 88/2020 and LAS 3696-3697/2020* dated 29.05.2020 has observed as under:

*"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself."*

31. The respondent was liable to handover the possession of the said unit by 12.01.2020 and is claiming benefit of lockdown which came into effect on 24.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.
32. In view of the above, the objection raised by the respondent to extend the due date of handing over possession due to force majeure circumstances due to various authorities/tribunals/courts orders and COVID-19 is declined.

#### **F.III Objection regarding the delay in payment.**

33. Another objection raised by the respondent regarding delay in payment by many allottees is totally invalid because the allottees have already paid the

amount of Rs. 1,11,92,782/- against the total sale consideration of Rs. 1,19,06,250/- to the respondent. The fact cannot be ignored that there might be certain group of allottees that defaulted in making payments but upon perusal of documents on record it is observed that no default has been made by the complainant in the instant case. As per the payment plan 94% of the sale consideration has already been paid by the complainants till date. The fact cannot be ignored that there might be certain group of allottees that defaulted in making payments but upon perusal of documents on record it is observed that no default has been made by the complainant in the instant case. Section 19(6) of Act lays down an obligation on the allottee(s) to make timely payments towards consideration of allotted unit. As per documents available on record, the complainant has paid all the instalments as per payment plan duly agreed upon by the complainants while signing the agreement. Moreover, the stake of all the allottees cannot put on stake on account of non-payment of due instalments by a group of allottees. Hence, the plea advanced by the respondent is rejected.

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

**G.I Direct the respondent to respondent to provide the possession of the unit at the earliest and the adjust the delay interest accrued upon the unit because of the delay by the respondent company.**

34. As per documents available on record, the respondent has offered the possession of the allotted unit on 20.06.2023 after obtaining of occupation certificate from competent authority on 16.06.2023. The complainant took a plea that offer of possession was to be made in made in 2018, but the respondent has failed to handover the physical possession of the allotted unit within stipulated period of time.
35. 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:

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**Section 18: - Return of amount and compensation**

*"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."*

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

The complainant is continuing with the project and seeking delay possession charges. However, 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.*

37. 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.

38. 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., 12.09.2024 is 9%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11%.

39. 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;"*

40. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11% by the respondent/promoter which the same as is being granted her in case of delayed possession charges.

41. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, 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. By virtue of clause 6.2 of the BBA dated 19.12.2014, and the due date comes out as 19.12.2018. Occupation certificate was granted by the concerned authority on 16.06.2023. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the BBA dated 19.12.2014 to hand over the physical possession within the stipulated period.

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42. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 16.06.2023. The respondent offered the possession of the unit in question to the complainant only on 20.06.2023, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically she has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

43. In view of the above, the complainants are entitled for delayed possession at the prescribed rate of interest @ 11% per annum from the due date of possession till valid offer of possession after obtaining occupation certificate.

#### **H. Directions issued by the Authority:**

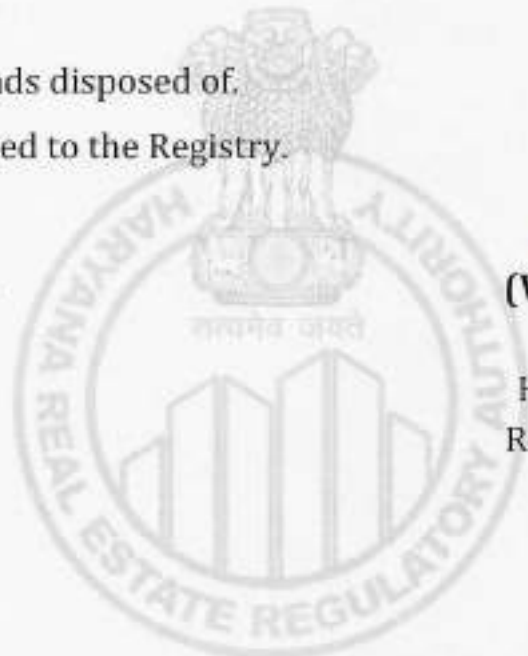
44. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

- I. The respondent is directed to pay delay possession charges at the prescribed rate of interest @ 11% per annum from the due date of possession i.e., 19.12.2018 till valid offer of possession (after obtaining occupation certificate) made on 20.06.2023 plus two months, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- II. The respondent is also directed to issue revised account statement after

adjustment of delay possession charges and the complainant is directed to pay the remaining amount, if any, remains within 60 days.

- III. The respondent is directed to handover the possession of the allotted unit within 30 days of payment of outstanding amount, if any, and execute the conveyance deed thereafter.
- IV. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
45. Complaint stands disposed of.
46. File be consigned to the Registry.

**Dated: 12.09.2024**



  
**(Vijay Kumar Goyal)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram

**HARERA**  
**GURUGRAM**