

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

Complaint no.: 4495 of 2023
Date of decision:- 23.10.2024

1. Mr. Surender Dutt Sharma
2. Mr. Sanjay Kumar Agarwal
Both R/o: - WP-191, Wazirpur village,
Ashok Vihar, New Delhi-11052.

Complainants

Versus

M/s. Assotech Moonshine Urban Development
Pvt. Ltd.
Regd. office: 148-F, Pocket-IV, Mayor Vihar,
Phase-I, Delhi-110091.

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Ms. Medhya Ahluwalia (Advocate)

Complainants

Mr. Vaibhav Kataria (Advocate)

Respondent

HARERA
GURUGRAM
ORDER

1. The present complaint dated 13.10.2023 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 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 complainant, 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	Assotech Blich, Sector-99, Dhankot, Gurugram.
2.	Nature of the project	Group Housing project
3.	Acres	12.062 acres
4.	DTCP License No.	95 of 2011 dated 28.10.2011 valid upto 27.10.2024
5.	Name of licensee	1. Uppal Housing Pvt. Ltd. 2. Moonshine Urban Developers Pvt Ltd
6.	HARERA Registered	Registered
7.	RERA Registration No.	83 of 2017 dated 23.08.2017 valid upto 22.08.2023
8.	Date of allotment letter	29.09.2012
9.	Unit no.	103, Floor-1, Tower-E (As on page no. 69 of complaint)
10.	Super area	1365sq.ft. [Super Built up area] (As on page no. 69 of complaint)

11.	Possession clause	Clause 19(I), <i>The possession of the apartment shall be delivered to the allottee(s) by the Company within 42 months from the date of allotment subject to the force majeure, circumstances, regular and timely payments by the intending allottee(s), availability of building material, change of laws by governmental/ local authorities, etc.</i>
12.	Grace period	Clause 19(II), <i>In case the Company is unable to construct the apartment within stipulated time for reasons other than as stated in sub-clause I, and further within a grace period of six months, the Company shall compensate the intending Allottee (s) for delayed period @Rs. 10/- per sq. ft. per month subject to regular and timely payments of all installments by the Allottee (s). No delayed charges shall be payable within the grace period. Such compensation shall be adjusted in the outstanding dues of the Allottee (s) at the time of handing over possession [Emphasis supplied]</i>
13.	Due date of possession	29.09.2016 [calculated 42months from date of allotment plus 6 months]
14.	Total sale consideration	Rs.73,70,513/- [As per applicant ledger dated 26.08.2021 on page no. 69 of complaint]
15.	Total amount paid by the complainant	Rs.58,99,350/-
16.	Occupation certificate	28.08.2023

17.	Offer of possession	22.11.2023
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B. Facts of the complaint:**3. The complainants made the following submissions in the complaint:**

- I. That the complainants are law-abiding citizens of India. The complainants are allottees of a residential apartment in the project "Assotech Blith" of the respondent company, at Sector-99, Gurugram. That sometime in February, 2012, the complainants were desirous of purchasing a two (2) BHK property along with parking spaces in a gated society in Gurugram and were heavily influenced by the brochure issued and circulated by the respondent in the market. The complainants approached the respondent to explore the units in the housing project namely "Assotech Blith" situated at Sector 99, Gurgaon, Haryana.
- II. That the respondent painted an extremely rosy picture of the project, stating that the project shall be a state of art premier project and would be one of its kinds with multistoried buildings, individual flats and facilities/ amenities. It was represented by the Respondent that all necessary sanctions and approvals had been obtained to complete the project and the possession will be handed over within the promised time frame.
- III. That after various negotiations and believing upon the false representations made by the representatives of the respondent, the complainants booked a unit admeasuring super area 1365 sq. ft. (or 126.81 sq. mtr.) along with parking spaces.
- IV. That on 07.03.2012, the complainants applied for the flat and paid an amount of Rs. 5,00,000/- towards booking unit charges. The complainants regularly followed up for the execution of the Allotment



- Letter/ Builder Buyer Agreement, but the respondent failed to execute the Allotment Letter/Builder Buyer Agreement within a reasonable time period.
- V. It is pertinent to mention here that the respondent was well aware of the fact that it won't be able to obtain the necessary sanctions and approvals for the project in time and with mala fide intentions delayed the execution of Allotment Letter/Builder Buyer Agreement.
- VI. That after an inordinate delay of more than 6 months, the respondent agreed to execute the Allotment Letter/Builder Buyer's Agreement with the complainants. Based upon the representations of the respondent, the complainants were induced to sign a pre drafted Allotment Letter/ Builder Buyer Agreement on 29.09.2012 by virtue of which the complainants were allotted unit bearing unit no. 103 on 1st Floor in Tower no. E, admeasuring super area of 1365 sq. ft.
- VII. That the complainants had opted for construction linked plan which is duly recorded in the Schedule E (Cost Sheet) of the said Flat Buyer's Agreement. The complainants made timely payments to the respondent, as and when demands were raised by the respondent. The payments made by the complainants have been unequivocally acknowledged, accepted, used and utilized by the respondent.
- VIII. That the respondent had promised to complete the project within a period of 42 months from the date of execution of the allotment letter/ Builder Buyer Agreement. The allotment letter/ builder buyer agreement was executed on 29.09.2012. The time period promised in the Allotment Letter/Flat Buyer's Agreement to handover the unit is 29.03.2016, but the respondent has failed to complete the project in the said timeframe.
- IX. That the complainants have paid a total sum of Rs.58,99,350/- against



the total sale consideration of Rs.69,91,327/-. That the intention of the respondent was dishonest right from the beginning and that is why, it drafted unilateral terms and conditions of the Allotment Letter/ Builder Buyer Agreement dated 29.09.2012. The said terms and conditions are entirely unfair, unjust, unconscionable, oppressive and one sided.

- X. That the complainants have approached the respondent several times and requested for refund, but the respondent company has neither refunded or gave concrete schedule of handing over possession of the unit. There has been no status update on the website of the project.
- XI. That the complainants have made various visits at the site and observed that there are serious quality issues with respect to the construction carried out by respondent till now. The structure, which has been constructed, on face of it is of extremely poor quality. The construction is totally unplanned, with sub-standard low grade defective and despicable construction quality.
- XII. That the complainants upon the failure of the respondent to offer the possession of the unit, issued a legal notice on 15.04.2022 to the respondent requesting for refund of the amount paid by the complainants, but the respondent did not pay any heed to the said notice as well.
- XIII. Being aggrieved by the acts of the respondent, the complainants filed a complaint bearing no. RERA-GRG-6108-2022 seeking refund, but the complainants later withdrew the said complaint vide order dated 13.09.2023 with the liberty to file afresh complaint.
- XIV. The respondent has committed various acts of omission and commission by making incorrect and false statement in the advertisement material as well as by committing other serious acts. The project has been

inordinately delayed for more than 7 years. Hence, the present complaint.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- I. Direct the respondent to pay delay interest @18% per annum for every month of delay till the actual physical possession of the unit is offered to the complainants.
- II. Direct the respondent to provide the schedule of construction and likely time period to be taken by the respondent in completing the project.
- III. Direct the respondent to pay a sum of Rs.5,00,000/- to the complainants towards the cost of litigation.

D. Reply by respondent:

5. The respondent by way of written reply made following submissions.

- I. That the respondent is an associate company of M/s Assotech Limited, which is a reputed and renowned real estate developer, enjoying an impeccable reputation in the real estate industry for the disciplined and time bound execution of projects undertaken by it comprising of residential, commercial / IT Parks, retail, etc. The respondent was incorporated on 19.08.2006 and was initially promoted by Uppal Housing Private Limited and in the year 2012, was acquired by M/s Assotech Limited by execution of share purchase agreement dated 19.01.2012 and the registered address and corporate address of the respondent was changed to that of the parent company, i.e., M/s Assotech Limited, thus the



registered address and corporate address of the respondent and M/s Assotech Limited were same.

- II. The respondent on 20.01.2012 entered into an investment agreement with M/s Assotech Limited and FDI Investors, Mallika SA Investments LLC for the development of the residential project and launched the residential project known as 'Assotech Blith', Sector - 99, Gurugram which has been conceptualised and promoted by the respondent. That the said project was spread over an area of 12.062 acres and consisted of 560 dwelling unit in 7 towers namely, A, B, C, D, E, F, G, 23 Villas and 10 shops.
- III. That the complainants were provisionally allotted an apartment no. E-103, located on first floor of Tower-E in the project admeasuring 1365 sq.ft. vide allotment letter dated 29.09.2012.
- IV. As per Clause 19(i) of the allotment letter, the respondent supposed to hand over the possession of the apartment to the complainant within a period of 42 months starting from the date of the allotment letter. It is also pertinent to mention here that in terms of clause 19 sub-clause (ii), the respondent in addition to the aforesaid period of 42 months, also had a grace period of six months to complete the construction.
- V. That the said project was going at a very great pace and was right at schedule, if not at a pace faster than the schedule till the year 2015, however, in the mid of 2015, the contractor company faced a litigation in the Hon'ble High Court of Delhi and on 0802.2016, the Hon'ble High Court of Delhi put the



contractor company into provisional liquidation vide its order dated 08.02.2016 in Company Petition No. 357 of 2015.

- VI. In terms of the order dated 08.02.2016 of the Hon'ble High Court of Delhi, the management of the contractor company was taken over by the official Provisional Liquidator and thus the construction of the project was also taken over by the official provisional liquidator, however, the same also get interrupted on account of non-payment by the various allottees towards the demand raised by the respondent for the construction of the project. The complainant herein was one of the defaulter's of the payment and is liable to pay a sum of Rs.3,70,813/- .
- VII. In addition to the above mentioned orders of the Hon'ble High Court of Delhi, the respondent and the contractor company had to also comply with the various orders/directions/guidelines issued from time to time by the Hon'ble Supreme COURT OF India, Environmental Pollution (Prevention and Control) Authority, NGT. On account of such complete ban on the construction, around 74 days were such days on which there was complete ban. Also, in addition the development of the said project took another massive hit on account of COVID-19 pandemic.
- VIII. That the respondent has already received the occupation certificate of the unit on 28.08.2023 and offered possession of the unit to the complainant on 22.11.2023.
- IX. Thus in view of the clause 19 of the allotment letter, the following period would constitute the zero period for the

reason mentioned against it and the respondent is entitled to interest on the delayed payment made by the complainants:

- (i) Period between 08.02.2016 to 11.02.2019-on account of liquidation proceedings being initiated against M/s Assotech Limited.
- (ii) Period between 11.02.2019 to 25.03.2020- on account of order of Hon'ble High Court of Delhi.
- (iii) Period of 9 months starting from 25.03.2020-on account of "Force Majeure" declared by the Government of India.
- (iv) Various dates as mentioned on account of ban on construction activities by various authorities.

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 complainants at a later stage.

F. Findings on objections raised by the respondent

F.I Objection regarding delay due to force majeure circumstances

11. The respondent-promoter has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the National Green Tribunal, Environment Pollution (Prevention & Control) Authority, , institution of liquidation proceedings against the contractor



company i.e. Athena Limited and appointment of official liquidator, 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 while calculating the due date. But the plea taken in this regard is not tenable. The due date for completion of project is calculated as per clause 19 (I) & 19(II) of allotment which comes out to be 29.09.2016. 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.

12. The respondent further alleged that due to litigation proceedings going on against the contractor company, 'Assotech Limited" in the Delhi High Court vide Co. petition no. 357 of 2015 in the mid of year 2015, process of provisional liquidation has been initiated against Assotech Limited. Due to appointment of O.L., office of respondent company was sealed, and various restrictions were levied, due to which construction of the project got affected.
13. But it is pertinent to note that neither the complainants are party to such contract nor liquidation proceedings are binding on them. Hence, there was no privity of contract between the contractor company and the complainants. Moreover, there is no order placed

on record by the respondent-company, wherein the period of liquidation proceedings has been declared as zero- period. Hence, the plea of the respondent on account of delay in completion due to initiation of liquidation proceeding is not tenable.

14. 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 (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020* dated 29.05.2020 has observed that-

"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."

15. The respondent was liable to complete the construction of the project and handover the possession of the said unit was to be handed over within 42 months from date of execution of allotment along with grace period of 6 months which comes out to be 29.09.2016 and is claiming benefit of lockdown which came into effect on 23.03.2020 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.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to pay interest on the delayed possession from the due date of possession till the actual handover of possession of the unit.

16. The respondent was legally obligated as per the allotment letter for delivering possession of the unit on time and the complainants were legally obligated to make the payments on time. The complainants at the time of allotment opted for a construction linked payment plan. In lieu of the payment plan, the complainants were required to release payments on the accomplishment of certain milestones. The due date of delivery of possession was 29.09.2016, but the respondent failed to offer possession of the unit on time. The complainants from time to time have inquired the respondent about the construction status of the project but their queries remained unanswered.
18. In the present complaint, the complainants intend to continue with the project and are seeking possession and 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."

19. Clause 19 of the allotment letter provides for handing over of possession and is reproduced below:

Clause 19(I),

*The possession of the apartment shall be delivered to the allottee(s) by the company within **42 months from the date of allotment** subject to the force majeure, circumstances, regular and timely payments by the intending allottee(s), availability of building material, change of laws by governmental/ local authorities, etc.*

Clause 19(II),

*In case the Company is unable to construct the apartment within stipulated time for reasons other than as stated in sub-clause I, and **further within a grace period of six months**, the Company shall compensate the intending Allottee (s) for delayed period @Rs. 10/- per sq. ft. per month subject to regular and timely payments of all instalments by the Allottee (s). No delayed charges shall be payable within the grace period. Such compensation shall be adjusted in the outstanding dues of the Allottee (s) at the time of handing over possession.*

20. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment within a period of 42 months from date of execution of allotment along with grace period of 6 months which comes out to be 29.09.2016. Since in the present matter the allotment letter incorporates unqualified reason for grace period/extended period of 6 months in the possession clause subject to force majeure circumstances. Accordingly, this grace period of 6 months shall be allowed to the promoter at this stage.
21. **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."

23. 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.
24. 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., 23.10.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
25. 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;"*

26. 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 complainants in case of delayed possession charges.
27. 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 not handing over possession by the due date as per the agreement. By virtue of clause 19(I) of the allotment letter executed between the parties on 29.09.2012, the possession of the subject apartment was to be delivered within 42 months from the date of allotment. Due date of possession is calculated from the date of execution of allotment letter i.e., 29.09.2012. The period of 42 months expired on 29.03.2016. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession is 29.09.2016. The respondent has offered the possession of the subject apartment to the complainants on 22.11.2023 after receiving the occupation certificate from the concerned authorities on 28.08.2023, which is much delayed than the due date of possession of the unit. Accordingly, it is the failure of the respondent/promoter

to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

28. Vide proceedings dated 11.09.2024, the arguments presented by both the complainants and the respondent were heard. The order was reserved, and the parties were granted liberty to file written submissions if they desire to do so. In compliance with this directive, the complainants submitted written submissions on 04.10.2024, asserting that the subject unit remains incomplete till date and provided photographic evidence of its current condition. Consequently, the complainant requested that delayed possession charges be granted till the unit is officially handed over, as it is not yet ready for occupancy.
29. The Authority after taking into consideration the documents and the annexures annexed with the written submissions filed by the complainants, is of the view that the Occupation Certificate in respect of the subject unit has been granted to the respondent by the competent authorities on 28.08.2023, which construes that the unit is fit for occupation. Also, the pictures clearly depicts that the unit is in a habitable condition, only the finishing works are to be done in the unit and two months period is a reasonable period
- 30 . 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 28.08.2023. The respondent offered the possession of the unit in question to the complainant only on 22.11.2023, 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 he 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.

31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delayed possession at prescribed rate of interest i.e., 11.10% p.a. from the due date of possession 29.09.2016 till the offer of possession plus 2 months after obtaining the occupation certificate from the competent authorities or actual handover, whichever is earlier, as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

G.II. Direct the respondent to provide the schedule of construction and likely time period to be taken by the respondent in completing the project in all aspects.

32. The respondent has already obtained occupation certificate from the concerned authorities on 28.08.2023 and offered possession of the unit to the complainants on 22.11.2023. Thus , no directions in this regard are required to be made any more.

G.III. Direct the respondent to pay a sum of Rs.5,00,000/- to the complainants towards the cost of litigation.

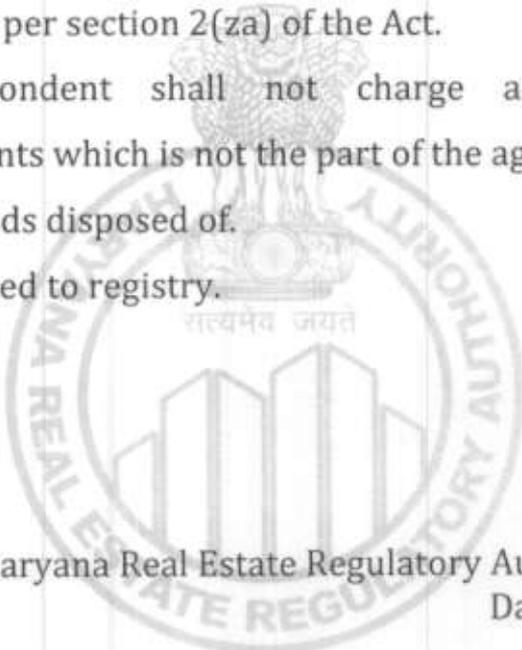
33. The complainants are seeking the above mentioned relief w.r.t compensation. The Hon'ble Supreme Court of India in Civil Appeals no. 674445-679 of 2021 titled as **M/s Newtech Promoters and Developers Ltd. V/s State of UP (Supra)** has held that an allottee is entitled to claim compensation and litigation charges under Section 12, 14, 18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation charges shall be adjudicated by the adjudicating officer having due regards to the factors mentioned in Section 72. Therefore, the complainants may approach the adjudicating officer for seeking the relief of compensation.

H. Directions of the authority

34. 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 respondent is directed to pay the interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 29.09.2016 till offer of possession plus two months or actual handing over of possession after obtaining occupation certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- iii. The respondent is directed to handover possession of the unit within 60 days of this order.
 - iv. The rate of interest chargeable from the allottees/complainants by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoters 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 shall not charge anything from the complainants which is not the part of the agreement.
35. Complaint stands disposed of.
36. File be consigned to registry.


Ashok Sangwan
(Member)
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 23.10.2024

HARERA
GURUGRAM