

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

**Complaint no.:** 5890 of 2023  
**Order pronounced on:** 13.11.2024

1. Poonam Rani Sinha Mujoo.
  2. Sunil Mujjo
- Both R/o:** - Staff Quarter no.-9,  
Army Public School, Ridge Road,  
Dhaura Kuan, New Delhi-110010

**Complainants**

**Versus**

1. M/s . Ansal Housing and Construction Ltd.  
**Office address:** 15, UGF, Indra Prakash, 21,  
Barakhamba Road, New Delhi-110001.
2. M/s. Identity Buildtech Pvt. Ltd.  
**Office address:** 110, Indraprakash, 21,  
Barakhamba Road, New Delhi-110001

**Respondent  
no. 1**

**Respondent  
no. 2**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Kuldeep Kumar Kohli (Advocate)  
Amandeep Kadyan (Advocate)

Complainants  
Respondent  
no. 1

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

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Highland Park", Sector 103, Gurugram
2.	Total area of the project	11.70 acres
3.	Nature of the project	Group housing project
4.	DTCP license no.	32 of 2012 dated 12.04.2012 valid up to 11.04.2020
5.	Name of licensee	M/s Identity Buildtech Pvt. Ltd. M/s Agro Gold Chemicals India LLP
6.	Registered/not registered	Registered Vide registration no. 16 of 2019 dated 01.04.2019 valid up to 30.11.2021
7.	Allotment letter	21.03.2015 (As on page no. 63 of complaint)



8.	Unit no.	OBAAN-0403, Type-2BHK (As on page no. 68 of complaint)
9.	Area of the unit	1361 sq.ft. (As on page no. 68 of complaint)
10.	Date of execution of buyer's agreement [Between Mr. Anil Kumar Mujoo and respondent no. 1]	12.12.2013 (As on page no. 65 of complaint)
11.	Possession clause	<b>Clause 31</b> <i>The Developer shall offer possession of the Unit any time, within a period of 48 months from the date of execution of Agreement or within 48 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 48 months as above in offering the possession of the unit.</i> [Emphasis supplied]
12.	Due date of possession	12.06.2018 [Calculated 48 months from date of execution of agreement plus 6 months]
13.	Total sale consideration	Rs.61,51,764.49/-

		(As on page no. 82 of complaint)
14.	Total amount paid by the complainant	Rs.64,14,769/-
15.	Offer of possession	Not offered
16.	Occupation certificate	Not obtained

**B. Facts of the complaint**

3. The complainants have pleaded the following facts:

- I. That the complainants are law-abiding citizens of India. They booked a residential apartment in the project namely "Ansals Highland Park" of the respondent. That the respondent i.e., Ansal Housing and construction limited is a company incorporated under the provisions of C.A, 1956 and is *inter alia* engaged in the business activities relating to construction, development, marketing & sales of various types of residential & commercial properties to its various customers and works for gain.
- II. The complainants while searching for a flat/accommodation were lured by such advertisements and calls from the agents of the respondent for buying a unit in their project. That the apartment buyer's agreement was executed between the complainants and the respondent on 05.04.2013.
- III. That the Director General Town & Country Planning, Chandigarh, Haryana (DGTCP) has granted license number 32 of 2012 to Identity Buildtech Private Limited (IBPL), a wholly owned subsidiary of Ansal Housing Limited (formerly known as Ansal Housing and Construction Limited). The intentions of M/s Identity Buildtech Private Limited (IBPL), a wholly owned subsidiary of the



developer of the project, Ansal Housing Limited appeared to be dishonest from day one which becomes abundantly clear from page no. 3 of the agreement, bearing clause titled "Developers Representation" which states that:

*"The project namely 'Ansals Highland Park' is being developed by the Developer under License No. 32 of 2012 received from Director General Town & Country Planning, Chandigarh, Haryana (DGTCP) on lands area of 11.7 acres. The land under the project is owned by Developer's wholly owned subsidiary M/s Identity Buildtech Pvt Ltd (hereinafter referred to as "IBPL") and M/s Agro Gold Chemicals Pvt. Ltd. (AGCPL) having its registered office at B-1/345, Vasant Kunj, New Delhi - 110070."*

- IV. That there was a fraudulent representation to the complainants as it gave them an impression that the licensee of the project was held in the name of M/s. Ansal Housing & Construction Ltd. Further, it is necessary and absolutely imperative to state herein that all the payments at all times have been received in the name of M/s. Ansal Housing & Construction Ltd. and all the receipts were also issued by it which is against the spirit of legal parameters.
- V. Further, the complainants signed the agreement in the hope that the flat will be delivered within 48 months i.e. from the year 2012-2013 as per clause 31 of the agreement. The complainants were also handed over one detailed payment plan which was construction linked plan. Despite having paid a considerable payment against the total consideration under the agreement, the possession of the apartment has not been handed over on the due date as promised.
- VI. That the respondent not only failed to adhere to the terms and conditions of the agreement but also illegally extracted money from the complainants by making false promises and statements



- in connection with the status of the construction from time to time.
- VII. That the complainants booked the apartment in the project on 06.09.2012 and paid a booking amount of Rs.22, 94,916/-. That soon after the payment of the booking amount, the respondent raised a demand of Rs.9,93,043/- which was paid by the complainants and the same was acknowledged by the respondent vide receipt no. 532391 dated 14.02.2013.
- VIII. The total demands made by the respondent was Rs.32,87,959/- before signing the agreement and the complainants paid the entire sum to the respondent. The total sale consideration of the unit was Rs.1,00,86,913/- which was inclusive of the Basic Sale Price, External Development Charges, Internal Development Charges, infrastructural development charges, club membership charges, car parking.
- IX. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainants approached the respondent and enquired about the status of construction and also raised objections towards non-completion of the project and illegal demands raised by the respondent but the respondent cunningly answered that they have set procedure and accordingly they have raised demands.
- X. That the respondent have completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, Agreement and the different advertisements released from time to time. Further, such acts of



the respondent are also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.

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

4. The complainants have sought following reliefs:

- i. Direct the respondent to hand over the legal and rightful possession of the flat to the complainants.
- ii. Direct the respondent to pay the delay possession charges with interest.
- iii. Direct the respondent to execute the conveyance deed.
- iv. Direct the respondent to obtain the occupation certificate and issue offer of possession.
- v. Restrain the respondent from raising any fresh demand with respect to the project till the final offer of possession after obtaining the occupation certificate.
- vi. Restrain the respondent from raising any bills which are not a part of the Buyer's Agreement.
- vii. Order appointment of a local commissioner for complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the unit as well as the calculation of the super area and carpet area as the project is already delayed.

**D. Reply by the respondents:**

5. The present complaint was filed on 16.01.2024 and registered as complaint no. 5890 of 2023. As per the registry, complainants have sent the copy of the complaint along with annexures through speed post as well as email. On 06.03.2024, Shri Vikas Punia advocate appeared and



filed reply on behalf of respondent no. 1 i.e., M/s. Ansal Housing And Construction Ltd. No one appeared on behalf of respondent no. 2 i.e., M/s. Identity Buildtech Pvt. Ltd. nor reply has been filed on behalf of respondent no.2. Thus, respondent no.2 is proceeded ex-parte.

6. The respondent no. 1 had contested the complaint on the following grounds:

- I. The respondent is a developer and has built multiple residential and commercial buildings within Delhi/NCR with a well-established reputation earned over years of consistent customer satisfaction.
- II. That the complainants had approached the respondent for booking a Flat no. ODAAN-0403 in an upcoming project Ansal Highland Park, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 12.12.2013 was signed between the parties.
- III. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the builder buyer agreement signed between the complainant and the answering Respondent was in the year 2013. It is submitted that the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e., RERA Act, 2016. It is further submitted that parliament would not make the operation of a statute retrospective in effect.
- IV. That the complaint specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. It is submitted that the complainant cannot be allowed to take advantage of his own wrong. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The



complainant has admittedly filed the complaint in the year 2023 and the cause of action accrue on 15.06.2017 as per the complaint itself.

- V. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation. That even if the complaint is admitted to be true and correct, the agreement which was signed in the year 2015 without coercion or any duress cannot be called in question today. It is submitted that the builder buyer agreement provides for a penalty in the event of a delay in giving possession. It is submitted that clause 37 of the said agreement provides for Rs. 5/- sq. ft. per month on super area for any delay in offering possession of the unit as mentioned in Clause 31 of the agreement. Therefore, the complainant will be entitled to invoke the said clause and is barred from approaching the Commission in order to alter the penalty clause by virtue of this complaint more than 7 years after it was agreed upon by both parties.
- VI. That the complaint itself discloses that the said project does not have a RERA approval and is not registered. It is submitted that if the said averment in the complaint is taken to be true, the Authority does not have the jurisdiction to decide the complaint.
- VII. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. It is submitted that the permit for environmental clearances for proposed group housing project for Sector 103 Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent have in a timely and prompt manner

ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.

- VIII. That the answering respondent has adequately explained the delay. It is submitted that the delay has been occasioned on account of things beyond the control of the answering Respondent. It is further submitted that the builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The Respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process.
- IX. Similarly, the complaint itself reveals that the correspondence from the Answering Respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells. That the answering respondent and the complainant admittedly have entered into a builder buyer agreement which provides for the event of delayed possession.
- X. It is submitted that clause 32 of the builder buyer agreement is clear that there is no compensation to be sought by the complainant/prospective owner in the event of delay in possession. That the respondent has clearly provided in clause 35 the consequences that follow from delayed possession. It is submitted that the complainant cannot alter the terms of the contract by preferring a complaint before the Authority.



7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

**E. Jurisdiction of the authority**

8. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I. Territorial jurisdiction**

9. 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**

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11**

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

11. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-

compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

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

**F.I Objection regarding delay in completion of construction of project due to force majeure conditions.**

12. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainants is situated, has been delayed due to force majeure circumstances such as orders passed by National Green Tribunal to stop construction, demonetization, and Covid- 19. The plea of the respondent regarding various orders of the NGT and demonetisation and all the pleas advanced in this regard are devoid of merit. The orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Thus, the promoter respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

**F.II. Objection regarding delay in completion of construction of project due to outbreak of Covid-19.**

13. The 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."*

14. In the present case also, the respondents were liable to complete the construction of the project and handover the possession of the said unit by 12.06.2018. It 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 cannot be excluded while calculating the delay in handing over possession.

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

**G.I.** Direct the respondent to hand over the legal and rightful possession of the unit to the complainants.

**G.II** Direct the respondent to pay the delay possession charges with interest.

15. By virtue of proviso to section 18(1), the Act has created statutory right of delay possession charges in favour of the allottee. 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. -*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*





*he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*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."*  
(Emphasis supplied)

16. Clause 31 of the flat buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below: -

***"31. The Developer shall offer possession of the Unit any time, within a period of 48 months from the date of execution of Agreement or within 48 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 48 months as above in offering the possession of the Unit."***

17. At the outset, it is relevant to comment on the present possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor of the promoters and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoters may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer agreement by the





promoters are just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

18. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the subject unit within a period of 48 months from date of agreement or the date of commencement of construction whichever is later plus grace period of 6 months. As no approval/sanction has been placed on record by the respondent therefore, the due date of possession has been calculated from date of execution of builder buyer agreement i.e., 12.12.2013. The period of 48 months expires on 12.12.2017. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period in the possession clause. Accordingly, the Authority allows this grace period of 6 months to the promoter at this stage, accordingly the due date of possession comes out to be 12.06.2018.

19. **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."*

20. 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.
21. 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., **13.11.2024** is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
22. **Rate of interest to be paid by complainant for delay in making payments:** 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;"*



23. 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.
24. 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 31 of the agreement executed between the parties on 12.12.2013, the possession of the subject unit was to be delivered within a period of 48 months from date of agreement or the date of commencement of construction which whichever is later plus grace period of 6 months. As no approval/sanction has been placed on record by the respondent, therefore, the due date of possession has been calculated from date of execution of builder buyer agreement i.e., 12.12.2013. 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 12.06.2018. The respondent has not offered the possession of the subject unit till date. Accordingly, it is the failure of the respondent /promoter to fulfil its obligations and responsibilities as per the builder buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent no.1 is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 12.06.2018 till actual handing over of possession or offer of possession plus two months after obtaining



occupation certificate from the competent authority whichever is earlier, as per section 18(1) of the Act 2016 read with Rule 15 of the Rules.

25. As per documents available on record, the respondent has failed to obtain the occupation certificate in respect of the subject project till date and has failed to offer the possession of the allotted unit to the complainants.
26. In view of the above, the respondent/promoter is directed to complete the work of the subject unit in all aspect and handover physical possession of the unit to the complainants within a period of one month from the date of obtaining the occupation certificate from the concerned authorities.

**G.III Direct the respondent to execute the conveyance deed.**

**G.IV Direct the respondent to obtain the occupation certificate and issue offer of possession.**

**G.V. Restrain the respondent from raising any fresh demand with respect to the project till the final offer of possession after obtaining the occupation certificate.**

**G.VI. Restrain the respondent from raising any bills which are not a part of the Buyer's Agreement.**

27. These reliefs are interconnected and hence are dealt together. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the respondent has applied for an occupation certificate or what is the status of the development of the above-



mentioned project. In view of the above, the respondent is directed to execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

28. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent shall not demand/claim holding charges from the complainant/allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

**G.IX. Order appointment of a local commissioner for complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the unit as well as the calculation of the super area and carpet area as the project is already delayed.**

29. The complainants have not pressed this relief during the course of hearing. Thus, no directions in this regard are given.

**H. Directions of the authority**

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

- i. The respondents/promoters are directed to complete the work of the subject unit in all aspect and handover physical possession of the unit to the complainants within a period of one month from the date of obtaining the occupation certificate from the concerned authorities.




- ii. The respondents/promoters are directed to pay interest at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 12.06.2018 till offer of possession plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act 2016 read with Rule 15 of the Rules.
- iii. The arrears of such interest accrued from 12.06.2018 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The rate of interest chargeable from the complainants-allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondents /promoters which is the same rate of interest which the promoters shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- vi. The respondents are directed to execute conveyance deed in favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.



31. Complaint stands disposed of.
32. File be consigned to registry.

Date:13.11.2024

  
**(Ashok Sangwan)**  
Member

Haryana Real Estate  
Regulatory Authority,  
Gurugram



**HARERA**  
GURUGRAM