

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

Complaint no. : 227 of 2023
Order reserved on : 30.05.2024
Order pronounced on: 25.07.2024

1. Mr. Om Prakash Singh

2. Mrs. Seema Singh

Both R/o: O. P. Singh C/O Gautam Kr. Singh, Saivites Bhagwan
Rameshwaram Aptt., Jhaunsagarhi, Deoghar, Jharkhand,
814112.

Complainants

Versus

M/s Assotech Moonshine Urban Developers Pvt. Ltd.
Regd. office: H-127, Sector 63, Gautam Budh Nagar, Noida,
Uttar Pradesh - 201301

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Himanshu Gautam (Advocate)

Shri Vaibhav Kataria (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 of the project	Assotech Blith, Sector-99, Gurgaon
2.	Project type	Group housing project
3.	Date of allotment letter	07.08.2012 (As per page no. 24 of complaint)
4.	Unit no.	G-1201, 12 th floor, tower-G (As per page no. 23 of complaint)
5.	Unit area admeasuring	1685 sq. ft. (As per page no. 40 of complaint)
6.	Possession clause	As per 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>
7.	Grace period	As per 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 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</i>

12

8.	Due date of possession	07.08.2016 (Due date as per clause 19 (I) i.e., 07.08.2012 + 06 months with grace period) Grace- period is allowed (inadvertently mentioned as 08.07.2016 in the proceedings dated 25.07.2024)
9.	Total sale consideration	Rs.91,62,000/- (As per schedule E on page no. 40 of complaint)
10.	Amount paid by the complainants	Rs.86,65,649/- (As per applicant ledger dated 25.08.2022 at page no. 43 of complaint)
11.	Occupation certificate	Not obtained (Applied for 12.04.2021)
12.	Offer of possession	Not offered

B. Facts of the complaint:

- On 05.05.2012, the complainants Mr. Om Prakash Singh and Mrs. Seema Singh booked a flat in the project named "ASSOTECH BLITH" in Sector 99, Gurugram. Accordingly, the complainants were allotted a flat bearing unit no. G-1201 (Tower-G).
- Thereafter on 07.08.2012, builder buyers' agreement was entered into between the parties wherein as per clause 19(i), the developer should offer possession of unit within 42 months from the date of allotment of the said flat.
- It is pertinent to note here that the complainant opted for construction linked plan (CLP) and according to that payment must be demanded from the complainant time to time as per the status of the construction. But the respondent violated the said payment plan and raised unjustified demands in an arbitrary and malafide manner. The complainants timely fulfilled all the

demands raised by the respondent and out of the total cost of the said unit a sum of Rs. 86,25,093/- i.e. around 96% of the total consideration amount has been paid by the complainants to the respondent till the present date but even then, the project is not completed timely.

6. As per the builder buyer agreement, the committed date of offering the possession was 07.02.2016 but even after payment of more 96% of total consideration, the respondent is still not offering the possession, moreover creating pressure on the complainant to make 100% payment, which is unlawful, illegal and arbitrary and amounts to breach of the Builder Buyers Agreement.
7. That despite repeated calls and meetings with the respondents, no definite commitment was shown for timely completion of the project and no appropriate action was taken to address the concerns and grievances of the complainants. The respondent is still not in a condition to offer the possession of the said flat to the complainants.
8. That repeated calls, meetings and correspondences with the respondent and multiple visits to know the actual construction status not only caused loss to the complainants in terms of time, money and energy but also caused mental agony to him.
9. That cause of action arose in favour of the complainants and against the respondent from the date of booking of the said unit and it further arose when respondent failed/neglected to deliver possession of the said units within a stipulated time period. The cause of action further arose when the respondent has not completed the said project with the assured facilities and amenities. It further arose and it is continuing and is still subsisting on day-to-day basis as the respondent has still not rectified his defects and not fulfilled his obligations as per the Builder Buyer's Agreement.

C. Relief sought by the complainants:

10. The complainants have sought the following relief(s):

- i. Direct the respondent to pay compound interest for every month of delay @ 18% per annum (the rate at which builder charges interest from buyer as per clause 12(c) of BBA) since 07.02.2016 (committed date of possession as per Clause 19(I) of BBA) as per provisions of clause 2(za) and as per section 18(1) of Act, 2016.
 - ii. Direct the respondent to complete the project in expeditious manner and to commit the date of possession in front of Honorable court, and offer the possession of the unit along with all the promised amenities and facilities and to the satisfaction of the complainants.
 - iii. Direct the respondent to pay cost of litigation of Rs. 1,00,000/- to the complainants.
11. 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:

12. The present complaint is not maintainable in the law or on the facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act/RERA') have been misinterpreted and misconstrued by the complainants. The complainants do not have any locus standi or cause of action to file the present complaint. Even otherwise the present complaint cannot be decided in summary proceedings and required leading of extensive evidence.
13. The complainant in order to buy a property in the upcoming part of Gurgaon, acting through their property dealer, had approached the respondent after making detailed and elaborate enquiries with regard to all aspects of the said

project and after completely satisfying themselves with regard to the said project, competence and capability of the respondent and the contractor company to successfully undertake the construction, development and implementation of the said project, the complainants proceeded to book four (4) apartments in the said project.

14. The complainants were provisionally allotted an apartment no. G - 1201 located on the twelfth floor of Tower - G of the said project admeasuring 1685 sq. ft. (156.54 sq. mtr.) vide allotment letter dated 07.08.2012.
15. That subject to the conditions mentioned in the clause 19 of the allotment letter, the respondent was supposed to hand over the possession of the apartment to the complainant with in 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.
16. 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 08.02.2016, 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. The Hon'ble High Court of Delhi vide the same order also appointed the Official Liquidator (hereinafter referred to as 'OL') attached to the court as the Provisional Liquidator and the rights and authority of the Board of Directors of the Contractor Company were taken by the OL. Now, the Directors became Ex-Directors and Ex-Management of the Contractor Company have to work under the supervision of the Provisional Liquidator / OL so appointed by the Hon'ble High Court of Delhi and thus the directors did not have any power to take any action. It is also pertinent to

mention here that vide same order, the Hon'ble High Court of Delhi directed the Official Liquidation so appointed by the Hon'ble Court to seal the premises of the contractor company and as the registered address and the corporate address of the respondent was same as that of the contractor company, due to this very reason the office of the respondent was also sealed by the Hon'ble High Court of Delhi. Hence, due to the provisional liquidation of the contractor company and order of the Hon'ble High Court of Delhi, the construction work of the said project got interrupted.

17. 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 said project was also taken over by the official provisional liquidator, however, the same also got interrupted on account of non-payment by the various allottees towards the demand raised by the respondent for the construction of the said project. It is pertinent to mention here that the complainant herein was one of the defaulters of the payment and is liable to pay a sum of Rs. 3,70,813/-.
18. As the development of the said project was already awarded to the contractor company, which was still a going concern in terms of the law of India, and was not liquidated by the Hon'ble High Court of Delhi, and also, in terms of section 273 read with section 275 and section 290 of the Companies Act, 2013 and the settled law laid down by the Supreme Court of India which was reiterated in the case titled, 'Gujarat Urja Vikas Nigam Limited versus Amit Gupta & Ors. (Civil Appeal No. 9241 of 2019), wherein the Hon'ble Supreme Court upheld the NCLT / NCLAT correctly stayed the termination of the agreement, the respondent could not terminate the construction contract agreement to undertake the development of the said project itself nor to award the development of the said project to any other party.

19. In order to know about the financial health of the contractor company, the Hon'ble High Court of Delhi passed an order for conducting the forensic audit of the contractor company. In the report filed by the auditor, the financial statement of the contractor company transpired that an amount of Rs. 228.45 crores have been recoverable by the contractor company to its associate/subsidiary companies which has been paid to the associates/subsidiary companies as loans and/or advances and thus the Hon'ble High Court vide order dated 21.01.2019, ordered for recovery of such loans and/or advances even though the same were not on that day. It is pertinent to mention here that as per the forensic audit report and in terms of the Hon'ble High Court of Delhi, the respondent was supposed to return a sum of Rs. 98.62 crores to the contractor company which it had received as loan and/or advances. It is also not out of place to mention here that order of recovery of Rs. 98.62 Crores, which were not even due at that time as the same is in form of security (Equity and Debentures), by the Hon'ble High Court of Delhi pushed the respondent into severe financial stress, thereby leaving the respondent with no money and no contractor to develop the said project with.
20. As the whole view point of the Companies Act, 1956 was to keep the companies as the going concern so as to keep the corporate afloat as a going concern, a revival plan was filed before the Hon'ble High Court of Delhi so as to revive the contractor company.
21. On 11.02.2019, in view of the revival plan submitted before the Hon'ble High Court of Delhi, the Hon'ble High Court appointed a Court Commissioner - Mr. Justice N.K. Mody (Retd.) to supervise the affairs of the contractor company as a whole and the same were kept on priority for the completion in terms of the order of Hon'ble High Court of Delhi of even date. In addition to the order of the Hon'ble High Court of Delhi keeping the aforesaid projects on priority, the

allottees of the said project were not making the payment towards the demands already raised. Now, due to this very reason the development of the said project was again interrupted.

22. 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 various orders / directions / guidelines issued from time to time by the Hon'ble Supreme Court of India, Environment Pollution (Prevention and Control) Authority, Hon'ble National Green Tribunal, New Delhi vide which the aforesaid Courts and Authorities ordered / directed for a complete ban on the construction activities in the National Capital Region (NCR), which include the district of Gurugram for control of air pollution. On account of such complete ban on the construction, around 74 days were such days on which there was a complete ban. Also due to such ban by various Courts and Authorities, the labour used to leave the place of construction which again posed a great challenge as now the Contractor Company has to make arrangements for new labourers and then teach them how to proceed with the work.
23. In addition to the aforesaid orders, the development of the said project took another massive hit on account of the COVID - 19 pandemic which resulted in a nation wide lockdown starting from 25th March, 2020. During this time the large number of workers moved to their native villages / home towns in Bihar, eastern parts of Uttar Pradesh, Jharkhand, West Bengal. In view of the situation, the Government of India considered and examined the view of the States of India and various other stakeholder and conclude that the situation of covid shall be considered as a situation of 'Force Majeure', s Suo Moto extended the construction period of all projects by 9 months. The respondent and the contractor company started the construction work of the said project in terms of the guidelines issued by the Government of India from time to time.

24. Upon revival of the project, the respondent started the construction in full swing and applied for the issuance of the Occupation Certificate on 12.04.2021, however, the same was disallowed on account of change in the policy of DHBVN on electricity connection. It is pertinent to mention here that in the year 2018, the electricity department came up with a new policy related to planning for distribution of electricity in Sector 58 - 115 of Gurugram. The electricity department made the policy that the wherein the builder needs an electricity connection, the builder has to construct a sub-station in its own pool of land for such connection. Soon after becoming aware of such change in policy, the respondent made tireless efforts to construct a sub-station in its own land which further led to delay in getting the Occupation Certificate.
25. The respondent has already received No Objection Certificate from electricity department and fire department. It is also pertinent to mention here that the respondent has already completed a major part of the said project and has applied for the issuance of Occupation Certificate to the concerned authority.
26. Thus, in view of the clause 19 of the allotment letter, aforesaid facts and circumstances and the law laid down by the legislation and the Supreme Court of India, the following period would constitute the zero period for the reason mentioned against it:
- Period between 08.02.2016 to 11.02.2019 - on account of liquidation proceedings being initiated against M/s Assotech Limited.
 - Period between 11.02.2019 to 25.03.2020 - on account of order of Hon'ble High Court of Delhi.
 - Period of 9 months starting from 25.03.2020 - on account of 'Force Majeure' declared by the Government of India.
27. 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:

28. The plea of the respondent regarding the rejection of the complaint on the grounds of jurisdiction stands rejected. 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

29. 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

28. 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.

29. 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.I Objection on account of liquidation proceedings being initiated against M/s Assotech Limited between 08.02.2016 to 11.02.2019 to be considered as zero period.

30. The respondent has raised an objection that in the mid of 2015, the contractor company faced a litigation in the Hon'ble High Court of Delhi and on 08.02.2016, 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.
31. In rebuttal to the respondent's contention seeking exclusion of the period of provisional liquidation for calculating the due date of possession of the unit, it is asserted that notwithstanding the contractor company being placed under provisional liquidation by the Hon'ble High Court of Delhi on 08.02.2016, construction operations persisted uninterrupted from 08.02.2016 to 31.07.2017 and latest payment was received till 25.08.2022 pursuant to a construction-linked payment plan. Payments received by the respondent during this period were tied to specific construction milestones encompassing casting of floor slabs, super structural framework, internal plaster and flooring etc., thereby substantiating continuous advancement in the construction process. These payments serve to contradict the respondent's claim that the liquidation period absolves it of contractual obligations.
32. The oversight exercised by the Hon'ble High Court through the Official Liquidator and subsequent appointment of a Court Commissioner aimed to prioritize the project's completion, notwithstanding intermittent challenges such as non-

payment by allottees. Therefore, the sustained construction activities during the liquidation period undermine the respondent's plea to exclude this timeframe from calculations pertaining to due date of possession, as they signify ongoing development and financial engagements directly associated with construction benchmarks. Therefore, the plea of the respondent is hereby dismissed.

F.II Objections regarding Force Majeure.

33. 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 19(I) of allotment dated 07.08.2012, the due date of handing over of possession was provided as 08.07.2016. Grace period of 6 months is allowed being unconditional. The respondent-builder in the instant matter has failed to obtain the occupation certificate of the complainant unit from the competent authority till date. Hence, the plea regarding admissibility of any further grace period on account of aforesaid circumstances is untenable and does not require any further explanation.

F.III Objection regarding the delay in payment.

34. 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. 86,65,649/- against the total sale consideration of Rs. 91,62,000/- 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 96% 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.1 Direct the respondent to pay compound interest for every month of delay @ 18% per annum (the rate at which builder charges interest from buyer as per clause 12(c) of BBA) since 07.02.2016 (committed date of possession as per Clause 19(I) of BBA)

35. As per documents available on record, the respondent failed to offer the possession of the allotted unit till date and did not receive occupation certificate from competent authority. The complainant took a plea that offer of possession was to be made in made in 2016, but the respondent has failed to handover the physical possession of the allotted unit.

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

Section 18: - Return of amount and compensation

"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."*

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 allotment letter dated 07.08.2012 to hand over the physical possession within the stipulated period.

41. In view of the above, the respondent/promoter is directed to complete the work of the subject unit in all aspect remaining, if any and handover physical possession of the unit to the complainant within a period of one month from the date of this order.

G.II Direct the respondent to pay sum of Rs. 1,00,000/- to the complainant towards the cost of the litigation.

42. The complainant is seeking relief w.r.t. compensation in the above-mentioned reliefs. Hon'ble Supreme Court of India in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (2021-2022(1) RCR(C) 357*), has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

H. Directions issued by the Authority:

43. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations

R

37. 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.

38. 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.

39. 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., 25.07.2024 is 9%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11%.

40. 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 9(I) of the allotment letter dated 07.08.2012, and the due date comes out as 07.08.2016. Occupation certificate is not granted by the concerned authority till date. Copies of the same have been placed on

A

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 agreement dated 07.08.2012 to hand over the physical possession within the stipulated period.

41. In view of the above, the respondent/promoter is directed to complete the work of the subject unit in all aspect remaining, if any and handover physical possession of the unit to the complainant within a period of one month from the date of this order.

G.II Direct the respondent to pay sum of Rs. 1,00,000/- to the complainant towards the cost of the litigation.

42. The complainant is seeking relief w.r.t. compensation in the above-mentioned reliefs. Hon'ble Supreme Court of India in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (2021-2022(1) RCR(C) 357*), has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

H. Directions issued by the Authority:

43. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations

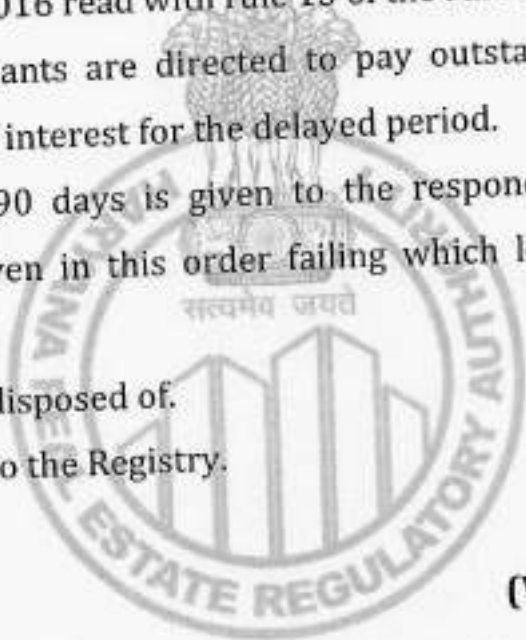
cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

- I. The respondent is directed to pay delay possession charges to the complainants against the paid-up amount at the prescribed rate of interest i.e. 11% p.a. for every month of a delay from the due date of possession i.e., 07.08.2016 till the date of offer of possession after obtaining occupation certificate i.e., plus two months, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- II. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- III. 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.

44. Complaint stands disposed of.

45. File be consigned to the Registry.

Dated: 25.07.2024



v.i - s
(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM