

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

Date of decision: 13.12.2024

NAME OF THE BUILDER		M/s Imperia Structures Limited	
PROJECT NAME		The Esfera", Sector-37C Gurugram, Haryana	
S. No.	Case No.	Case title	Appearance
1.	CR/5525/2023	Hemant Kumar Vs. Imperia Structures Limited	Adv. Sunil Kumar (Complainant)  Adv. Geetansh Nagpal (Respondent)
2.	CR/5526/2023	Pallav Atreja Vs. Imperia Structures Limited	Adv. Sunil Kumar (Complainant)  Adv. Geetansh Nagpal (Respondent)
3.	CR/5635/2023	Jharna Jan and Akshay Jan Vs. Imperia Structures Limited	Adv. Sunil Kumar (Complainant)  Adv. Geetansh Nagpal (Respondent)
4.	CR/5545/2023	Prakash Saha Vs. Imperia Structures Limited	Adv. Sunil Kumar (Complainant)  Adv. Geetansh Nagpal (Respondent)

**CORAM:****Shri Ashok Sangwan****Member****ORDER**

1. This order shall dispose of 4 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016

(hereinafter referred as “the Act”) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as “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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, “The Esfera”, Sector-37C”, Gurugram, Haryana, being developed by the respondent/promoter i.e., M/s Imperia Structures Limited. The terms and conditions of the allotment letter, buyer’s agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question thus seeking award for delayed possession charges and others.
3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S. N.	Particulars	Details
1.	Name and location of the project	“The Esfera” Phase II at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
5.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others
6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020



7. Possession clause

**10.1. SCHEDULE FOR POSSESSION**

*"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the **construction of the said building/said apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any of the terms or conditions of this agreement.**"*

S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter And BBA	Due date of possession	Total sale consideration and Total amount paid by the complainant in Rs.	Relief sought
1.	CR/5525/2023 Hemant Kumar Vs. Imperia Structures Limited  DOF: 22.12.2023 RR: 12.04.2024	1403, 14 <sup>th</sup> floor, B-C 1650 sq. ft.	AL:- 01.03.2012  BBA: 09.09.2013	09.03.2017	TS: Rs.70,78,700/- AP: Rs. 69,52,058/- In principal OC: 13.03.2024 Offer of possession for fit out: 15.03.2024	DPC along with Possession,
2.	CR/5526/2023 Pallav Atreja Vs. Imperia Structures Limited  DOF: 22.12.2023 RR: 12.04.2024	403, 4 <sup>th</sup> floor, T-D 1650 sq. ft.	AL:- 29.08.2011  BBA: 10.10.2013	10.04.2017	TS: Rs.71,06,750/- AP: Rs. 70,08,647/- OC: NA Offer of possession: NA	DPC along with Possession,
3.	CR/5635/2023 Jharna Jan and Akshay Jan Vs.	A-902, T-A 1850 sq. ft.	AL:- 17.02.2012	25.11.2017	TS: Rs.80,99,650/- AP: Rs. 76,30,564/-	DPC along with Possession,

	Imperia Structures Limited DOF: 22.12.2023 RR: 12.04.2024		BBA: 25.05.2013		In-principal OC: 13.03.2024 Offer of possession for fit out: 15.03.2024	
4.	CR/5545/2023 Prakash Saha Vs. Imperia Structures Limited DOF: 22.12.2023 RR: 12.04.2024	802, 8 <sup>th</sup> floor, B-B 1850 sq. ft.	AL:- 24.04.2012  BBA: 04.10.2013	04.04.2017	TS: Rs.89,05,938/- AP: Rs. 79,87,275/- In-principal OC: 13.03.2024 Offer of possession for fit out: 15.03.2024	DPC along with Possession,

4. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/5525/2023** titled as **Hemant Kumar Vs. Imperia Structures Limited** are being taken into consideration for determining the rights of the allottee(s).

**A. Project and unit related details**

5. The particulars of the project, the details of 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:

S. N.	Particulars	Details
1.	Name and location of the project	"The Esfera" Phase II at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017



5.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others
6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
7.	Apartment no.	1403, 14 <sup>th</sup> floor, B-c
8.	Unit area admeasuring	1650 sq. ft.
9.	Area increased on offer of possession	1815 sq. ft.
10.	Date of booking	07.11.2011
11.	Date of allotment letter	01.03.2012
12.	Date of builder buyer agreement	09.09.2013
13.	Possession clause	<b>10.1. SCHEDULE FOR POSSESSION</b> <i>"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any</i>

		<i>of the terms or conditions of this agreement.” (Emphasis supplied)</i>
14.	Due date of possession	09.03.2017 [calculated as per possession clause]
15.	Total sale consideration	Rs.70,78,700/-
16.	Amount paid by the complainant	Rs. 69,52,058/- [as alleged by the complainant]
17	In principal Occupation certificate dated	13.03.2024
18.	Offer of possession for fit outs	15.03.2024

### B. Facts of the complaint

6. The complainant has made the following submissions in the complaint: -

- I. That the complainant, is a peace loving and law abiding citizen of India, who nurtured hitherto an un-realized dream of having an Apartment in upcoming societies with all facilities and standards. The grievance of the Complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent, imperia structures limited in regard to the booked an apartment application dated 07.11.2011 and allotment dated 01-03-2012 in relation with apartment no “C-1403, “Tower/Block- C”, “Floor – 14th”, “measuring area 1650 Sq. Ft. on Total Sale Price 52,02,450/-exclusive tax and BSP 70,78,700/-”, bought by the Complainants paying her hard earned money, in the project called “The Esfera”, spread over the land admeasuring





approximately 60460 Square meter, situated at Sector-37 C, Village Gharoli Khurd and Basai, Gurugram, Haryana.

- II. As per RTI-1881/DS(R)/2013/31670-676 dated 23-02-2013, The Director, Town and Country Planning, Government of Haryana informed applicants that, no license under the provisions of Haryana Development Regulation of Urban Act 1975 is granted to Imperia Structures Ltd. In Sector 37C. As on date of the response on 23-02-2013.
- III. On the basis of this license achieved after the allotment date, the company "Imperia Structures Limited" has collected a huge amount, (more than 20% i.e. 10,67,282/- of BSP in advance (( BSP 52,02,450/- @3153 Sq. foot \* 3153 Sq. Ft. mentioned in BBA 10/18/50 Page No.)) payable amount of the Apartment from gullible and naïve Complainant from January 2012 to March, 2012 and execute Apartment Buyer's Agreement on 09<sup>th</sup>, September, 2013 (delay in signing BBA is because of delay in acquiring license, not due to buyer's side delay) is received and promised the Complainant to handover the possession of his Apartment by 09<sup>th</sup> March, 2017 (See Possession Clause 10.1 Page 21/50 of B.B.A). Later, vide dated 07.12.2022 (in email date 14-12-2022) unfortunately the Respondent increase Super Area from 1650 Sq. Ft. to 1815 sq. ft and demand 6,85,245/- Average Escalation Cost 5,87,238/- by sending Letter dated 07-12-2022 (in email date 14-12-2022) and demand unethical charges etc. But at that time the Carpet Area and Super Area not increase in respect of Increase Area Charges demand. The Respondent in a clandestine manner has charged irrelevant taxes and Escalation Charges and other miscellaneous Charges from the Complainant. Even after a delay of Five (6) Years approximately, the Respondent is neither offering possession of the Apartment to the



Complainants, nor is paying any interest as per RERA Act, but demand unethical and wrong one sided from the Complainants.

- IV. That the escalation charges demand remand back and other charges as carpet area since from 2012 to 2017 there is no change in carpet and super area, but respondent demand unlawfully by sending letter dated 07.12.2022. As construction was already done by the respondent. no written approval taken from buyer before increasing the area and it seems to be only on books or intentional money extortion technique.

**C. Relief sought by the complainant: -**

7. The complainant has sought following relief(s):
- I. Direct the respondent to handover the actual, physical and vacant possession of the unit along with delay possession charges.
8. 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) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

9. The respondent has contested the complaint on the following grounds:-
- I. That the Complainant after making independent enquiries and only after being fully satisfied about the project, had approached the Respondent Company for booking of a Residential Unit in Respondent's project 'The Esfera' (hereinafter referred to as the 'said project') located in Sector-37-C, Gurugram, Haryana. The Respondent Company provisionally allotted the Unit bearing No. C 1403 (hereinafter referred to as the 'said unit') in favor of the Complainant for a total consideration amount of Rs. 73,97,430/- (rupees seventy-three lakhs ninety-seven thousand four hundred and thirty only), including applicable tax and additional miscellaneous charges vide Booking dated 07.11.2011 and opted the Construction Linked Payment Plan



on the terms and conditions mutually agreed by the Complainant and the Respondent Company.

- II. That the Respondent Company has already obtained the Occupancy Certificate on 13.03.2024, pertaining to the Project in question where the unit of the Complainant is situated, and the Respondent Company has sent an offer of possession on 15.03.2024, after obtaining the OC. In view of this matter, the Respondent Company is ready to deliver possession of the said Unit to the Complainant, considering the Occupancy Certificate obtained after settling the outstanding dues of Rs. 11,20,959/-.
- III. That the Complainant hasn't approached this Authority with clean hands or with *bona fide* intentions and the same is depicted in their actions as they have not paid the outstanding instalments in time and it must be noted that till this day a large sum of amount is pending to be paid by the Complainant, despite numerous reminders which were issued to the Complainant by the Respondent Company.
- IV. That despite numerous reminders, the Complainant failed to comply by the obligations laid down by the BBA they willingly entered into. Herein it is pertinent to mention that an exorbitant sum of Rs. 11,20,959/- is still due to be paid by the Complainant.
- V. That the terms under Buyer's Agreement delineates the respective obligations of the Complainant as well as of the Respondent as an aftermath of breach of any of the conditions specified therein. It must be noted that this provision was also confirmed and agreed to by the Complainant, who is now attempting to put on an innocent façade to escape their responsibilities and liabilities.
- VI. Firstly, owing to unprecedented air pollution levels in Delhi NCR, the Hon'ble Supreme Court directed a ban on construction activities in the said

region from November 4, 2019 onwards, which was a huge hurdle to realty developers in the city. The Air Quality Index (AQI) at the time was running as high as 900 PM, which is severely unsafe for the health. Later, in furtherance of declaration of the AQI levels as 'not severe' by the Central Pollution Control Board (CPCB), the Hon'ble Supreme Court lifted the ban conditionally on December 9, 2019, allowing construction activities to be carried out between 6 a.m. and 6 p.m. and consequently, the complete ban was lifted by the Hon'ble Supreme Court on 14th February, 2020. It is submitted that this had caused the project to be delayed and thus, there was a delay in application for Occupancy Certificate. Secondly, when the complete ban was lifted on 14.02.2020, the Government of India imposed National Lockdown on 24.03.2020 due to pandemic COVID-19, and later lifted the lockdown, conditionally, on 17.05.2020. It must be pertinent to mention herein that the pandemic COVID-19 has caused immense delay and obstruction to the construction of the building, as the procurement of labour and raw material proved to be highly challenging. The whole situation led to a reverse migration of workers, who left cities and returned back to their villages, for safety of themselves and their families. It is estimated that around 6 lakh workers walked to their villages, and around 10 lakh workers are stuck in relief camps. The aftermath of lockdown or post lockdown periods have left great impact on the realty sector for resuming their respective constructions. Thus, causing delay in the completion of the said project, this was already hampered by the non-payment of outstanding dues by numerous allottees, including the Complainant.

- VII. That it is thereafter concluded that this Complaint is *ultra vires* and entertaining it will be bad in law. It is also submitted that the Complainant

is not entitled to the proposed reliefs as they have approached this Hon'ble Authority with malice and *mala fide* intentions. It is also submitted that the contractual obligations were not met by the Complainant, to begin with, and they have concealed these relevant facts, which resultantly render this Complaint infructuous and not maintainable. All other averments made in the complaints were denied in toto.

10. Copies of all the relevant documents have been filed and placed on the 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**

11. 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**

12. 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**

13. 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;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

14. So, in view of the provisions of the Act of 2016 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. Objections raised by the respondent.**

**F.I Objections regarding force majeure.**

15. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders of the NGT, High Court and Supreme Court, govt. schemes and non-payment of instalment by different allottee of the project and stoppage of work due to lock down due to outbreak of Covid-19 pandemic but all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 09.03.2017. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Moreover, some of the events mentioned above are routine in nature happening annually and the promoter is required to take the same into consideration while launching the project.
16. The respondent further alleged that the period from 31.08.2023 to 01.02.2024 may be excluded for the purpose of payment of DPC as there was a moratorium u/s 14 of the IBC since the company of the respondent was under CIRP in the matter IB-525/PB/2022 titled as Chirag Jain and others vs. Imperia Structures Ltd.

17. But it is pertinent to note here that there is no order placed on record by the respondent-company, wherein the period of moratorium proceedings has been declared as zero- period. Hence, the plea of the respondent on account of delay in completion due to moratorium proceeding is not tenable.

18. As far as the 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."*

19. The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over within three and half years from date of execution of agreement which comes out to be 09.03.2017 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. Thus, the promoter respondent cannot be given any leniency based on aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

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

G.I Direct the respondent to handover the actual, physical and vacant possession of the unit along with delay possession charges.



20. 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***

*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."*

21. As per clause 10.1 of the apartment buyer's agreement provides the time period of handing over possession and the same is reproduced below:

***10.1. SCHEDULE FOR POSSESSION***

*"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any of the terms or conditions of this agreement."*

22. **Admissibility of delay possession charges at prescribed rate of interest:**  
The complainant is seeking delay possession charges at the prescribed rate of interest on the amount already paid by her. 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., 13.12.2024 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 allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default.
26. Therefore, interest on the delay payments from the complainant 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.
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 10.1 of the agreement, the possession of the subject apartment was to be delivered within three and half years from the date of execution of this agreement. Therefore, the due date of handing over possession comes out to

09.03.2017. In the present case, the complainant was offered possession for fit outs by the respondent on 15.03.2024 after obtaining In-principal occupation certificate dated 13.03.2024 from the competent Authority. But the validity of such an offer of possession is in question. The authority would like to clarify regarding the concept of valid offer of possession. It is necessary to explain this concept because after a valid and lawful offer of possession, the liability of the promoter for the offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, liability of the promoter continues till a valid offer is made and the allottee remains entitled to receive interest for the delay caused in handing over valid possession. Possession must be offered after obtaining occupation certificate. The subject unit after its completion should have received occupation certificate from the departments concerned certifying that all basic infrastructural facilities have been laid and are operational. Such infrastructure facilities including water supply, sewerage system, storm water drainage, electricity supply, roads and street lighting.

28. In the present matter, the respondent has obtained in principal occupation certificate from the concerned department on 13.03.2024. The said provisional occupation certificate was issued specifically for the purpose of inviting objections/suggestions for construction of the 256 units (3 no's extra units) Towers A, B and C instead of sanctioned 253 no's units, without approval of building plans subject to the conditions. Further the competent authority has clearly stated that "Final approval of the Provisional occupation along with sanction letter BR-VII will be conveyed after examination of the objections, if any received in the regard from the General Public/exciting allottees within 30 days after issuance of communication as and when issued by you".
29. In view of the above the In-principal occupation certificate cannot be considered as a valid OC for the purpose of handing over of physical possession. The

Authority is of the considered view that there is delay on the part of the respondent to offer valid physical possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement executed between the parties.

30. 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 delay possession charges at prescribed rate of the interest @ 11.10% p.a. w.e.f. 09.03.2017 till the expiry of 2 months from the date of valid offer of possession plus two months or the date of actual handing over whichever is earlier as per provisions of section 18(1) of the Act read with rule 15 of the rules.

**H. Directions of the Authority**

31. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- The respondent/promoter is directed to pay interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainant(s) from the due date of possession till the date of valid offer of possession plus two months or the date of handing over whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.
  - The respondent is directed to handover possession of the unit to the complainant as per section 17(1) of the Act.
  - The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- iv. The rate of interest chargeable from the allottee/complainant 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 promoter 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 complainant which is not the part of the buyer's agreement.
32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of paid-up amount is mentioned in each of the complaints.
33. Complaint as well as applications, if any, stand disposed off accordingly.
34. Files be consigned to registry.

  
**(Ashok Sangwan)**  
**Member**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.12.2024

**HARERA**  
**GURUGRAM**