

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

Complaint no. : 2680 of 2024
Order reserved on : 16.01.2025
Order pronounced on: 27.02.2025

- 1. Tarun Malik**
- 2. Vipra Khanna Malik**

Both R/o: B-6, Triveni Apartment, SFS Flats, Sheikh Sarai
Phase-I, New Delhi-110017

Complainants

Versus

M/s Ambience projects & Infrastructure Pvt. Ltd.
Regd. office: L-4, Green Park Extension, New Delhi-110016

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Lakshya Virmani (Advocate)
Shri Dharmender Sehrawat (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.no.	Heads	Information
1.	Name and location of the project	"The Creacions", Sector 22, Gurugram
2.	Nature of the project	Group Housing Project
3.	Project area	14.819 acres
4.	DTCP License	48 of 2012 dated 12.05.2012
	Valid up to	11.05.2018
	Name of the licensee	Ambience Projects and Infrastructure Pvt. Ltd.
5.	HRERA registered/not registered	Registered vide registration no. 318 of 2017 dated 17.10.2017
	Valid up to	Lapsed
6.	Application dated	28.09.2019 (As per page no. 34 of complaint)
7.	Allotment letter dated	07.11.2019 (Page 12 of reply)
8.	Date of execution of flat buyer's agreement	10.01.2020 (As per page no. 38 of complaint)
9.	Unit no.	D-1202 on 12 th floor, tower D (As per page no. 33 of complaint)
10.	Area admeasuring	842.61 sq. ft. (As per page no. 33 of complaint)
11.	Total sale consideration	Rs.2,10,09,000/- (As per payment plan on page no. 80 of complaint)



12.	Total amount paid	Rs. 2,18,93,976/- (As per documents submitted by complainant vide proceeding dated 27.02.2025)
13.	Possession clause	Clause 7.1 Schedule for possession of the Said Apartment. <i>Schedule for possession of the said Unit - The Company and Allottee(s) agree and understand that timely payment of instalments by the Allottee(s) as per Payment Plan and timely delivery of possession of the Unit along with parking (if applicable) to the Allottee(s) are the essence of the Agreement. The Company assures to hand over possession of the Unit along with parking (if applicable) as per agreed terms and conditions on or before 31/03/2022, however upon receiving the entire payment of Sale Price and other charges as per this Agreement unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions, refusal or withdrawal or cancellation or withholding of grant of any necessary approvals by any authority for the said Project for any reason other than the noncompliance by the Company, non-availability of necessary infrastructure facilities viz. roads, water, power, sewer lines to be provided by government for carrying out development activities, strikes, lock out and industrial disputes etc. affecting the regular development of the real estate project.</i> (Page 57 of complaint)
14.	Due date of possession	31.03.2022 (As per possession clause of BBA)

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15.	Occupation Certificate	22.12.2023 (Stated by respondent in reply)
16.	Demand letters	11.10.2019, 07.10.2019, 19.01.2024, 02.05.2024, 09.05.2024, 30.05.2024
17.	Offer of possession	19.01.2024 (Page 31 of complaint)

B. Facts of the complaint:

3. The complainants have made following submissions in the complaint:

- i. In the year 2019, the respondent invited applications from the general public for the allotment of flats/apartments in one of their upcoming housing project "Creations Ambience Residential Apartment Complex" located at Sector 22, Gurugram, Haryana. The respondent in their advertisements assured the public that the possession of the flat would be delivered on schedule to the allottees as per the specifications and drawings approved by the competent authority.
- ii. The complainants, believing the assurances advanced by the respondent regarding the upcoming project, its amenities and timely delivery of the completed apartment, applied for booking a flat/apartment in the said project by paying the booking amount of Rs. 5,00,000/- on 03.10.2019, to the respondent and also deposited TDS of Rs 4,807.69.
- iii. The complainants additionally paid an amount of Rs. 16,65,592/- on 15.10.2019, towards the purchase of the flat/ apartment in the upcoming project and also deposited TDS of Rs 16,015.31.
- iv. Accordingly, on 10.01.2020, the complainants and the respondent executed an apartment buyer's agreement for purchase of an apartment bearing No. D-1202, having carpet area of 78.28 square metres, exclusive balcony area of 12.55 square metres and super area of 172.80 square metres, on the 12th floor in Tower D of "Creacions Ambience Residential Apartment Complex", located

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at Sector 22, Gurugram, Haryana, along with three no. basement parking 11 usage for a total price of Rs. 2,18,64,150/-.

- v. The complainants further submit that the terms of the agreement have been drafted in such a manner that only the interests of the respondent have been taken care of, and as such, are one-sided, arbitrary and unilateral in nature, however, the complainants were not in a position to negotiate the terms of the agreement with the respondent.
- vi. On demand by the respondent, complainants thereafter paid an amount of rs. 32,48,387/- on 14.01.2020, towards the purchase of the flat/ apartment in the upcoming project and also deposited TDS of Rs 31,234.50 on 08.01.2020.
- vii. As per clause 7.1 of the ABA, the stipulated date for handing over the possession of the unit was on or before 31.03.2022, however, the respondent failed to deliver possession of the said unit within such period.
- viii. The complainants were made to pay an amount of Rs. 54,66,036.50/- which is 25% of the total price of the said unit, and thus far, even after the expiry of the said completion date i.e. 31.03.2022, the said unit was far from completion.
- ix. Finally, in 2024, the respondent sent a demand letter dated 19.01.2024 to the complainants offering possession of the said unit, but to the dismay of the complainants, the demand letter for offer of possession was arbitrary and as such invalid and contrary to the terms of the agreement dated 10.01.2020 as well as the Act and the rules made thereunder, since the unit was still under construction and not in a state to be handed over.
- x. The respondent in the said Demand Letter dated 19.01.2024, stated that the requisite clearance/ permissions/ NOCs including the Occupation Certificate from competent Govt. Authorities have been received by the Respondent, therefore they are sending the "Offer of Possession" of the apartment,

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demanding 75% of the balance amount, i.e. Rs. 1,23,20,995/- plus TDS of Rs. 1,18,471/-.

- xi. The Interest Free Maintenance Non-Refundable Security Deposit (IFMSD) of Rs 1.86,000/- was also arbitrarily added to the apartment cost though this charge should actually be paid only post possession of the flat by the complainants.
- xii. In the letter dated 19.01.2024, by a cunning play of words, the terms "offer of possession" and "handover" have duplicitously been given different meanings while in reality they are identical milestones which is why in Annexure 3 of the ABA dated 10.01.2020 the full due amount of 75% needs to be paid on "Offer of 13 Possession", meaning "Handover", of the flat and not as per a staggered payment schedule of 75 % (On "offer of possession") and 25 % (On "Handover") as is being portrayed in a devious manner in this demand letter. "offer of possession", i.e. "handover" is in no way related to the respondent receiving the Occupation Certificate (OC) from the Government Authorities. On the other hand, "Offer of Possession" is supposed to mean an offer to "Handover" the finished apartment to the complainants. As per the ABA dated 10.01.2020 the respondent can demand all the remaining 75 % payment via an offer of possession to the allottee when work on the apartment is complete in all respects as per the ABA. The complainants would then be expected to pay all the remaining dues in one instalment post which the respondent should be ready to hand over the finished apartment even at a day's notice. The respondent is not expected to raise this demand many thereunder. months or even years in advance of completion, as was done in this demand letter. The absence of any "handover" date commitment in this demand letter clearly shows the dishonest intentions of the respondent. Therefore, the unreasonable demand of the respondent is ex-facie invalid and contrary to the

terms of the agreement dated 10.01.2020, as well as the Act and the rules made.

xiii. Pursuant to receiving the demand letter dated 19.01.2024, on 25.01.2024, the complainants visited the project site to get an update on the progress and status of the apartment, when it was seen that the apartment was not even close to completion and was still a bare shell without doors, windows, fittings or fixtures as detailed in the sale agreement dated 10.01.2020.

xiv. It is important to highlight that out of 56 specifications enumerated under Annexure-8 of the said ABA, only 3 have been so far completed, namely:

- 2 passengers elevators of Mitsubishi/ Hitachi/ Schindler/ OTIS or equivalent make per apartment block.
- Gated colony with controlled/ regulated access.
- Water foundations/ features

The other specifications mentioned in the ABA have not been constructed or installed by the Respondent, which is in complete violation of the provision of the ABA as well as Section 14 and 18 of the Act.

xv. In order to ease the cash flow situation of the respondent because of which the project was getting further delayed, on 25.01.2024, the complainants offered to advance a sum of rs 75 lakhs to the respondent as a goodwill gesture, without prejudice to the fact that as per the terms of aba no such amount was payable or outstanding by the complainants to the respondent.

xvi. On On 27.01.2024 the Complainants sought to know what interest rate they would be paid by the Respondent against this advance payment. However, instead of thanking the Complainants for this generous gesture the Respondent's DGM spoke to the Complainants on his mobile phone in a loud voice demanding on what basis they could seek interest payment for the

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advance payment and advising the complainants to seek cancellation of their flat allotment for this reason.

- xvii. Immediately, thereafter on 29.01.2024, the complainants wrote a letter to the respondent stating that the final amount i.e. 75% of the due amount, is to be paid on actual offer of possession, and the same has to be made only after the completion of the furnished apartment which includes the specifications as given under the sale agreement dated 10.01.2020. The complainants reiterated that the pre-mature demand made by the respondent in its letter dated 19.01.2024 is invalid and contrary to the terms of the agreement dated 10.01.2020 as well as the Act and the rules made thereunder, without having even remotely completed the said unit.
- xviii. After the said letter was written, no response or any kind of update was provided by the respondent regarding the completion of the said flat or the status of the development of the project, therefore the complainants sent another letter dated 26.02.2024 to the respondent in reference to their letter dated 29.01.2024, requesting the respondent to address the issues detailed therein within 21 days.
- xix. The respondent refused to respond to or even acknowledge receipt of the letters dated 29.01.2024 and 26.02.2024 from the complainants. The complainants again visited the site of the project in 11 April 2024, in accordance with the ABA dated 10.01.2020, and took note of the fact that the apartments were far from complete as per the terms of the said ABA.
- xx. The respondent has violated multiple Sections of the Act, including, inter alia, Section 12, 14, 18 and 19 of the Act as well as provisions of ABA.
- xxi. Therefore, the complainants submit that they are entitled to just and fair compensation for the loss and damage caused to them on account of the violations of the Respondent as per Section 18(3) the Act, of 2016 as well as



clause 7.6 of the ABA dated 10.01.2020, by failing to complete or give possession of the unit in accordance with the terms in clause 7.1 of the said ABA. Furthermore, the complainants submit that they are entitled to compensation as per Section 18(1) the Act, of 2016 as well as clause 9.2 of the ABA dated 10.01.2020, along with interest, for every month of delay till the handing over of the possession of the unit.

xxii. The complainants submit that they are entitled to interest at the rate of 18% per annum on the amount paid from the date of respective payments till the date of actual delivery of possession of the completed unit, as reasonable compensation.

xxiii. The present complaint is filed within the period of limitation. complainants state that the cause of action has arisen in India. The complainants have paid an amount of Rs. 54,66,036.50/-

C. Relief sought by the complainants.

4. The complainants have sought following relief:

- i. Direct the respondent to handover possession of the fully completed unit to the complainants as per the specification provided in apartment buyer agreement dated 10.01.2020.
- ii. Direct the respondent to pay the statutory rate of interest of 18% p.a. for the delay in handling over possession of the unit, on each payment as mentioned hereinabove, from the respective date of such payment till the actual delivery of possession the flat.
- iii. Direct the respondent to pay a sum of Rs. 5,00,000/- towards the legal cost incurred by the complainants in pursuing the present legal proceedings.
- iv. Direct the respondent to pay a sum of Rs. 1,00,000/- towards immense mental agony and harassment suffered by the complainants due to the respondent's negligence.

- v. Any other relief as this Authority may deem fit and proper.
5. 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:

6. The respondent has made following submissions in the reply:
- i. The present complaint is not maintainable on the ground that the complainant is a defaulter and has approached the Hon'ble Authority with unclean hands.
 - ii. Even otherwise the relief sought by the complainant inter alia for imposition of penalty for delay is untenable in view of his own delay in making payment thereby rendering him liable under the Act.
 - iii. Since no cause of action has accrued in favour of the complainants and against the respondent and hence there is no question of jurisdiction. It is denied that any delay was caused by the respondent. Moreover, the complainants have conveniently neglected to inform the Hon'ble Authority of their own delay in making the payment as agreed.
 - iv. It is clarified that the complainant had applied for allotment on 28.09.2019, provisional allotment letter was issued on 07.11.2019 and the apartment buyer agreement was signed on 10.01.2020.
 - v. As per the payment plan opted by the complainant, he was supposed to pay Rs. 20,82,300/- at the time of application i.e. 28.09.2019, and within 109 days, 15% of the total cost i.e. Rs. 31,23,450/- by 15.01.2020 and 75% of total cost plus 100% of IFMS + Stamp Duty/ Registration Charges & other charges) i.e. Rs. 1,58,03,250/- plus stamp duty etc. thereby total amount of Rs. 2,10,09,000/- was payable by the complainants and accordingly further

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- demand letters/reminders were duly issued to the complainants by the respondent.
- vi. The complainants delayed the payment of the second instalment and thereafter repeatedly requested for the respondents for 90-day relaxation of payment at the time of possession, to which the respondent amicably agreed.
 - vii. The possession was offered to the complainants on 19.01.2024 and they were liable to make the balance payment of outstanding dues within 90 days and take over the possession, however they failed to comply.
 - viii. The respondent sent another reminder on 25.01.2024, however instead of making the payment, the complainants requested for further relaxation and converting the balance amount into 3 instalments for the ease of complainants and additionally started demanding interest from the respondent by alleging that *"his payment will help the Company tide over the cash flow issue so he must be paid interest by the Company"* vide email dated 27.01.2024.
 - ix. Pertinently, the complainants still neglected to abide by the revised payment terms and another reminder was issued to them on 02.05.2024 and 09.05.2024 as well as 30.05.2024 for payment of the outstanding dues to the tune of Rs. 1,23,20,955/- and taking over possession but to no avail. However, instead of making the payment and taking over possession, the complainant filed the instant frivolous complaint.
 - x. At the outset it is stated that there is no delay in completion of the project as alleged in the complaint. In view of covid-19 and stoppage of construction work due to pollution on numerous occasions the RERA was pleased to extend the period upto 24.09.2020 vide their letter dated 26.05.2020. This was further extended upto 30.06.2021 vide their letter dated 02.08.2021. RERA vide their letter dated 30.09.2023 RC/REP/HRERA/GGM/2017/318

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further extended the period upto 29.09.2023. The project was completed well within this extended time and respondent applied for occupation certificate vide their letter dated 05.09.2022. In view of the fact that the OC was not forthcoming due to administrative reasons at the level of authorities which was to grant OC, respondent applied vide their letter dated 10.10.2023 for further extension of time but in the meantime, OC was granted on 22.12.2023 and hence, the project is completed well within the time granted by RERA.

- xi. 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:

6. 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

7. 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



8. 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.

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

F. Findings on the objections raised by the respondent:

F.1 Objection regarding the delay in payment

10. 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. 2,18,93,976/- against the total sale consideration of Rs. 2,10,09,000/- 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

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that no default has been made by the complainant in the instant case. Section 19(6) of Act lays down an obligation on the allottee(s) to make timely payments towards consideration of allotted unit. As per documents available on record, the complainant has paid all the instalments as per payment plan duly agreed upon by the complainants while signing the agreement. Moreover, the stake of all the allottees cannot put on stake on account of non-payment of due instalments by a group of allottees. Hence, the plea advanced by the respondent is rejected.

G. Findings on relief sought by the complainants:

- G.I Direct the respondent to handover possession of the fully completed unit to the complainants as per the specification provided in apartment buyer agreement dated 10.01.2020.**
- G.II. Direct the respondent to pay the statutory rate of interest of 18% p.a. for the delay in handing over possession of the unit, on each payment as mentioned hereinabove, from the respective date of such payment till the actual delivery of possession the flat.**
11. The complainant was allotted a unit in the project of respondent "The Creacions" at Sector 22, Gurgaon vide allotment letter dated 07.11.2019 for a total sum of Rs.2,10,09,000/- and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs. 2,18,93,976/-
12. As per documents available on record, the respondent has offered the possession of the allotted unit on 19.01.2024 after obtaining occupation certificate from competent authority on 22.12.2023. The complainant took a plea that offer of possession was to be made in made in 2022, but the respondent has failed to handover the physical possession of the allotted unit within stipulated period of time.
13. 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."*

14. 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.

15. 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.
16. 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., 27.02.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
17. 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 buyer's agreement dated 10.01.2020, and the due date comes out as 31.03.2022. Occupation certificate was granted by the concerned authority on 22.12.2023 and thereafter, the possession of the subject flat was offered to the complainant on 19.01.2024. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the agreement dated 10.01.2020 to hand over the physical possession within the stipulated period.

18. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 22.12.2023. The respondent offered the possession of the unit in question to the complainant only on 19.01.2024, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically she has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession till actual handing over of possession or offer of possession plus two months whichever is earlier.

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19. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delayed possession at prescribed rate of interest i.e., 11.10 % p.a. w.e.f. 31.03.2022 till the expiry of 2 months from the date of offer of possession (19.01.2024) which comes out to be 19.03.2024 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.
20. 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.III Direct the respondent to pay sum of Rs. 5,00,000/- to the complainant towards the cost of the litigation.**
- G.IV. Direct the respondent to pay a sum of Rs. 1,00,000/- towards immense mental agony and harassment suffered by the complainants due to the respondent's negligence.**
21. 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.


H. Directions issued by the Authority:

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22. 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. 11.10% p.a. for every month of a delay from the due date of possession i.e., 31.03.2022 till the date of offer of possession after obtaining occupation certificate i.e., plus two months i.e., 19.03.2024, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
 - II. The rate of interest chargeable by the respondent/promoter from the allottee in the event of default shall be at the prescribed rate of 11.10%. This rate shall be the same as the rate of interest that the promoter is liable to pay to the allottee in the event of default, specifically in cases of delayed possession, as per section 2(za) of the Act.
 - III. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - IV. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
23. Complaint stands disposed of.
24. File be consigned to the Registry.

Dated: 27.02.2025


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