

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

Complaint no.	2403 of 2023
Date of filing complaint	01.06.2023
First date of hearing	19.10.2023
Order pronounced on	09.07.2025

Rajiv Kumar Rana

Resident of: A-260, Ganga Nagar, Mawana
Road, Meerut, UP- 25001

Complainant

Versus

M/s Vatika Limited

Regd. office: Flat no. 621A, 6th Floor,
Devika Towers, 6, Nehru Place, New Delhi
- 110019

Corporate office: 7th Floor, Vatika
Triangle, Block A, Sushant Lok, Gurgaon-
122002

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Sh. Prakarsh Tiwari (Advocate)

Complainant

Sh. Venket Rao (Advocates)

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details:

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name and location of the project	"Xpressions by Vatika", Sector 88 – A and B, Gurugram.
2.	Project area	100.875 Acres
3.	Nature of Project	Plotted Colony
4.	DTCP license no. and validity status	94 of 2013 dated 31.10.2013 Valid upto 31.10.2019
5.	Name of Licensee	C/o M/s Vatika Ltd.
6.	Rera registered/ not registered and validity status	Registered (for Vatika Express City "Expression for Phase-1", area admeasuring 38640.48 sq. mtrs.) Vide registration no. 271 of 2017 dated 09.10.2017 valid upto 08.10.2022
7.	Unit No.	HSG-028-Sector-88B, Plot No-20, ST. H-32, Level-1 (As per page no.24 of complaint)
8.	Unit area admeasuring	1350 sq. ft. (super area) (As per page no.24 of complaint)
9.	Allotment letter	05.02.2016 (As per page no.63 of complaint)
10.	Date of buyer agreement	22.06.2016 (As per page no.22 of complaint)
11.	Possession clause	13. Schedule for possession of the said residential plot. "The developer based on its present plans and estimates and subject to all just exceptions, force majeure and delays due to reasons beyond the control of the company contemplates to complete development of the said residential plot within a period of 48 months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in other clauses..." [Emphasis supplied] (As per page no.32 of complaint)

12.	Due date of possession	22.12.2020 (Calculated to be 48 months from the date of execution of buyer's agreement along with grace period of 6 months in lieu of Covid-19)
13.	Total Sale Consideration	Rs. 89,53,903/- (As per SOA dated 14.02.2024 at page no.33 of reply)
14.	Amount paid by complainant	Rs.77,29,168.32/- (As per SOA dated 14.02.2024 at page no.33 of reply)
15.	Occupation Certificate	10.05.2023
16.	Intimation of possession	17.01.2023 (As per page no.59 of complaint)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- That the respondent introduced a project namely "Xpressions by Vatika" to be constructed on plot no. HSG-028-Sector-88B, Plot No. 20, ST, H-32, Level 1, Gurugram. The complainant inquired from the respondent company about the project and was assured by the representative of the respondent that they have already secured all necessary approvals and permissions in respect of the said project.
- That after going through the status of the project and on the assurances of the respondent the complainant had decided to purchase a residential independent floor in the said project.
- That the complainant vide Cheque no. 000074 dated 27.07.2015 paid the booking amount of Rs. 2,00,000 to the respondent. That a corresponding letter dated 27.07.2015 confirming the receipt of the booking amount was issued by the respondent to the complainant.
- That on 22.06.2016 the respondent entered into a builder buyer agreement (hereinafter referred to as 'BBA') with the complainant for the sale of an independent floor in their upcoming project called "Xpressions by Vatika" having no. HSG-028-Pocket-H-2-Level-1 having a super area of



1350.00 square feet for total consideration of Rs. 83,32,500/- in the project. Para 1 of the BBA mentions that the complainant had paid sum of Rs. 16,46,673/- till 02.03.2016 i.e. before entering into this agreement.

- e) That the complainant made timely visits at the project and there was very slow progress in the construction. On being inquired the respondent company told the complainant that they will offer the possession of the unit strictly according to the buyer's agreement.
- f) That the complainant has till date paid Rs. 52,29,168 to the respondent as per the payment plan.
- g) That as per the BBA, the possession of the unit was to be delivered within 48 months from the date of execution of the BBA i.e. 22.06.2020 but the possession has not been given till date.
- h) That the respondent sent a letter of intimation of possession dated 17.01.2023 after 31 months of the due date of possession with increased demand and without Occupation Certificate/ Completion Certificate.
- i) That the complainant asked the respondent company for the OC/CC of the project and to adjust the delay penalty in the final demand letter but the respondent company failed to do so.
- j) That the Complainant has not filed any other complaint or suit of similar nature in any court of law.

D. Relief sought by the complainants:

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

- I. Direct the respondent to pay interest @ 10.75% per annum on the amount already paid by the complainant, i.e., Rs.52,29,168/- from due date of possession i.e., 22.06.2020 till handing over of possession of the flat.
- II. Direct the respondent that after payment of the above amount of interest, the possession should be handed over to the complainant within stipulated time period.
- III. Direct the respondent to pay litigation expenses of Rs.1,00,000/-.

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) (a) of the Act to plead guilty or not to plead guilty.

E. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds: -
- a) That in around the year 2015, the complainant learned about the residential project launched by the respondent titled as "Xpressions by Vatika" situated at Sector 88A and 88B, Gurugram and visited the office of the respondent to know the details of the said project. The complainant further inquired about the specifications and veracity of the project and was satisfied with proposal demanded necessary for the development.
 - b) That on 27.07.2015, after having keen interest in the project being developed by the respondent and post being satisfied with specifications of the project, the complainant decided to book a unit vide Application form dated 27.07.2015 and paid an amount of Rs.2,00,000/- as booking amount for further registration in the project.
 - c) That the respondent vide allotment letter dated 16.01.2016 called upon the complainant and requested to come to office on 05.02.2016 for taking the allotment of the unit.
 - d) That the respondent vide allotment letter dated 05.02.2016 allotted a unit bearing no. 20, Level 1 Floor, Street no. H-32, admeasuring 1350 sq. ft. super area in the aforesaid project.
 - e) That the respondent vide letter dated 08.03.2016 served two copies of the builder buyer agreement for execution and requested the complainant to return the signed copy of the same for further execution. After not receiving the signed copy, the respondent vide reminder letter dated 07.04.2016, once again reminded the complainant to return the copies of

the signed agreement within next 30 days, which the complainant again failed to do so. The respondent was constrained to send a final reminder Letter dated 11.05.2016, to the complainant requesting to return the agreement post signatures within next 30 days and if the complainant fails to do so then the respondent had the right to cancel the booking of the complainant. It is pertinent to mention herein that the delay in signing of the agreement was due to the complainant's negligence.

- f) That on 22.06.2016, a builder buyer agreement was executed between the parties for a total sale consideration of Rs.83,32,500/-. As per clause 13 of the agreement, the possession of the unit was proposed to be handed over subject to force majeure conditions within a period of 48 months from the date of execution of the agreement unless there shall be a delay or there shall be a failure due to reasons beyond the control of the developer or due to the government rules, orders, etc. or due to failure of allottee to pay in time the price of the residential unit along with all other charges and dues in accordance with the schedule of the payment and as per the same the possession was proposed to be handed over by 22.06.2020. The respondent herein shall be entitled for extension for such period of delay caused due to force majeure circumstances.
- g) It is not out of the place to mention here that the respondent is also entitled for the extension of 6 months' time period on account of the delay so caused due to worldwide spread of covid-19 spread, which the Authority and other courts had considered as a force majeure circumstance and have allowed extension of 6 months to the promoters at large on account of delay so caused as the same was beyond the control of the respondent. Further, the promoter is also entitled for 70 days

extension till 2021 when construction was banned by NGT and EPCA. Therefore, the date of possession shall be considered as 02.03.2021.

- h) That the complainant has defaulted in making payments from initial stages of booking. As can be clearly seen from the Statement of Accounts, that the complainants have always delayed the payment of instalments and therefore not abided by the clauses of the agreement.
- i) That the bare perusal of the Statement of Accounts, depicts the delay in payments by the complainant. The respondent vide reminder letter dated 18.01.2018, reminded the complainant that there is an outstanding balance due of Rs. 38,092.07/- against the unit and the respondent requested the complainant to pay the same within 15 days of dispatch of the said letter, which the complainant failed to do so.
- j) That the complainant herein has merely paid an amount of Rs. 52,29,168.32/- towards the total sale consideration and during the pendency of the complaint has paid an additional amount of Rs. 25,00,000/- on 13.07.2023. So, the total amount paid by the complainant till date amount to Rs 77,29,168.32/-.
- k) That the complainant further agreed that they shall not be liable for any amount of compensation for such extension which is caused either due to reasons beyond the control of the developer.
- l) That subsequent to the booking and signing of the Agreement, the Company was facing umpteen roadblocks in construction and development works in projects in its licensed lands comprised of the Township owing to the initiation of the unexpected introduction of a new National Highway being NH 352 W (herein "NH 352 W") proposed to run through the project of the Respondent. Initially HUDA has to develop the major sector roads for the connectivity of the project on the licensed land.



But no development for the connectivity and movement across the sectors, for ingress or egress was done by HUDA for long time. Later on, due to the change in the master plan for the development of Gurugram, the Haryana Government has decided to make an alternate highway passing through between sector 87 and sector 88 and further Haryana Government had transferred the land to new highway 352 W. Therefore, in a process of developing the said highway 352 W, the land was uplifted by 4 to 5 mtrs. It is pertinent note that the Respondent has already laid down its facilities before such upliftment. As a result, Respondent was constrained to uplift the project land and re-align the facilities. Thereafter, GMDA handed over the possession of the land properties/land filling in NH 352 to NHAI for construction and development of NH 352 W. All this process has caused considerable amount of delay and thus hampered the project in question which are beyond the control and ambit of developer, which also contributed to the inevitable change in the layout plans.

m) The Haryana Government in alliance with the Town and Country Planning Department in exercise of power vested under Section 45(1) of Gurugram Metropolitan Development Authority Act, 2017 (GMDA Act, 2017), transferred the properties falling within the ambit of NH 352W acquired by HUDA to GMDA for development and construction of NH 352 W.

That the GMDA vide its letter dated 08.09.2020 had handed over the possession of the said properties for construction and development of NH 352 W to the National Highway Authority of India (NHAI). This is showing that still the construction of NH 352 W is under process resulting in unwanted delay in completion of project. The construction was affected due to re-routing of High-Tension lines passing through the lands resulting in inevitable change in the layout plans.



- n) Furthermore, the project was hindered due to force majeure reasons beyond the control of the respondent such as direction of Hon'ble National Green Tribunal, Environment Pollution Control Authority, Haryana State Pollution Control Board, Commissioner Municipal Corporation Gurugram, Hon'ble Supreme Court, Covid-19 pandemic, etc. which caused a delay of approximately 1.4 years in completion of the project. The respondent also had to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned for more than 1 year due to Covid-19 lockdown. This also led to further extension of time period in construction of the project and all such factors may be taken into consideration for the calculation of the period of the construction of the project.
- o) Subsequently, upon removal of the Covid-19 restrictions it took time for the workforce to commute back from their villages, which led to slow progress of the completion of Project. Despite, facing shortage in workforce, materials and transportation, the respondent managed to continue with the construction work. That the respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned for more than 1 year due to Covid-19 lockdown. This led to further extension of the time period in construction of the project.
- p) That despite the above stated reasons for delay the respondent, has completed the construction and sent the Intimation of Possession letter dated 17.01.2023, to the complainant, stating that the respondent is commencing the process of handing over of the unit and the complainant shall pay an amount of Rs. 47,03,560.07/- by 25.01.2023 for possession of the unit. The respondent intimated about the possession of the unit and



called upon the complainant to come ahead to take the possession of the unit but to the utter shock of the respondent the complainant instead of paying the outstanding dues, has filed this frivolous complaint before the Ld. Authority. It may be noted that any delay after the intimation of possession letter dated 17.01.2023, is due to non-payment of the due amount by the complainant and the Ld. Authority shall consider the said fact while adjudication of the present complaint. The Occupation Certificate of the said project has already been received by the respondent.

7. All other averments made by the complainants were denied in toto.
8. 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 oral as well as written submissions made by the parties.

F. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F.I Territorial jurisdiction

10. 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.

F.II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

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

G. Findings on the objections raised by the respondent:

G.I Objections regarding force majeure.

13. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainants is situated, has been delayed due to force majeure circumstances such as orders passed by National Green Tribunal to stop construction, non-acquisition of sector roads by HUDA, handing over of possession of the land properties/land falling in NH 352 W to NHAI for construction and development of NH 352 W by GMDA, etc. The plea of the respondent regarding various orders of the NGT and other authorities advanced in this regard are devoid of merit. The orders passed by NGT banning construction in the NCR region was for a very short period and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Also, there may be cases where allottees has not paid instalments regularly but all the allottees cannot be expected to suffer because of few

allottees. Thus, the promoter respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

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

14. The Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (1) (Comm.) no. 88/2020 and LAS 3696-3697/2020* dated 29.05.2020 has observed as under:

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself."

15. In the present case also, the respondent was liable to complete the construction of the project and handover the possession of the said unit by 22.06.2020. As per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 22.06.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 22.12.2020.

H. Findings on the relief sought by the complainants.

- H.I Direct the respondent to pay interest @ 10.75% per annum on the amount already paid by the complainant, i.e., Rs.52,29,168/- from due date of possession i.e., 22.06.2020 till handing over of possession of the flat.
- H.II Direct the respondent that after payment of the above amount of interest, the possession should be handed over to the complainant within stipulated time period.

16. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.
17. The complainant was allotted a unit no. HSG-028-Sector-88B, Plot No-20, ST. H-32, Level 1 in the respondent's project at total sale consideration of Rs.89,53,903/-. A buyer's agreement was executed between the parties on 22.06.2016. The possession of the unit was to be offered within a period of 48 months from the date of execution of the agreement i.e., by 22.06.2020. However, as per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. Therefore, the due date for handing over of possession comes out to be 22.12.2020. The complainant paid an amount of Rs.77,29,168.32/- against the total sale consideration of Rs. 89,53,903/- and is ready and willing to retain the allotted unit in question.
18. The occupation certificate/completion certificate of the project where the unit is situated had been obtained by the respondent-promoter on 10.05.2023. However, an intimation of possession letter dated 17.01.2023 was being sent by the respondent to the complainant. Thus, it is necessary to clarify whether such intimation of possession made to the allottees tantamount to a valid offer of possession or not.
19. The Authority in complaint bearing no. 4031 of 2019 titled as "**Varun Gupta Vs. Emaar MGF Land Limited**" **decided on 12.08.2021** had laid down the pre-requisites for a valid offer of possession, which are as under:
- a. Possession must be offered after obtaining occupation certificate.***
 - b. The subject unit should be in a habitable condition.***
 - c. The possession should not be accompanied by unreasonable additional demands.***

20. In the present matter, the respondent merely sent intimation of possession letter on 17.01.2023 i.e., before obtaining occupation certificate from the concerned department on 10.05.2023. The relevant part of same is reiterated as under:

"It gives us immense pleasure to inform that we are commencing the process of handing over of our project- INXT Floors.

.....
Issuance of Offer of Possession: Subject to the pre-requisites fulfilment, "OFFER OF POSSESSION" shall be dispatched to you intimating the date of handing over the respective unit....."

Thus, the intimation of possession is an invalid offer of possession as it triggers component (a) of the above-mentioned pre-requisites, being sent by the respondent before obtaining an occupation certificate.

21. The complainant herein intend to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Section 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."

22. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, *ibid*. 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, ibid 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., 09.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

25. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to

the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

26. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
27. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 13 of the buyer's agreement executed between the parties on 22.06.2016, the possession of the said unit was to be delivered within a period 4 years from the date of execution of buyer's agreement, subject to grace period of six months in lieu of Covid-19. Therefore, the due date of handing over of possession comes out to be 22.12.2020.
28. There is failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with 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 rate of the prescribed interest @ 11.10% p.a. w.e.f. 22.12.2020 till the date of offer of possession plus two months, after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier.
29. Pursuant to Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, the respondent-promoter is mandated to deliver physical possession of the subject unit to the complainant, complete in all respects, in accordance with the specifications set out in the buyer's agreement. Thereafter, under Section 19(10) of the Act, the complainant-allottee is required to accept possession within a period of two months.

30. In view of the above, the respondent is directed to handover the possession of allotted plot to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.

H.III Direct the respondent to pay litigation costs amounting to Rs.1,00,000/-.

31. The complainants are also seeking relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 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, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

H. Directions of the Authority:

32. 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):

I. The respondent is directed pay interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 22.12.2020 till offer of possession plus two months after obtaining of occupation certificate/CC/part CC from the competent authority or actual handover



of possession, whichever is earlier, as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

- II. The respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of one month from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.
 - III. 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 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 allottees, in case of default i.e., the delayed possession charges as per Section 2(z) of the Act. Further no interest shall be charged from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
 - V. The respondent shall not charge anything from the complainant which is not part of buyer's agreement.
33. Complaint stands disposed of.
34. File be consigned to the registry.

Dated: 09.07.2025

Ashok Sangwan
(Member)

Haryana Real Estate Regulatory
Authority, Gurugram