

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

Complaint no. : 3745 of 2023
Date of filing of complaint: 04.09.2023
Date of Order : 30.05.2025

Ranjana Malhotra

R/O: C1/156, Ground Floor, Janak Puri,
New Delhi-110058

Complainant

Versus

Experion Developers Pvt. Ltd.

Regd. Office at: F-9, First Floor, Manish
Plaza-I, Plot No. 7, MLU, Sector-10, Dwarka,
New Delhi-110075

Corporate Office at: Second floor, Plot No.
18, Institutional Area, Sector-32,
Gurugram, Haryana-122001

Respondent**CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Yogesh Kumar Malhotra, Husband of the
complainant

Venkat Rao and Gunjan Kumar (Advocates)

Complainant

Respondent

ORDER

1. The present complaint dated 04.09.2023 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 there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	"The Westerlies", Sector-108, Gurugram
2.	DTCP license no. and validity	57 of 2013 dated 11.07.2013 valid up to 10.07.2024
3.	Name of licensee	SKN Developers Pvt. Ltd. and 13 others
4.	Plot no.	E1/12 (As per page no. 69 of the reply)
5.	Area of the unit	353.18 sq. yds. (As per page no. 69 of the reply)
6.	Date of booking	27.12.2020 (As per page no. 9 of the complaint)
7.	Date of execution of agreement to sale	30.03.2021 (As per page no. 35 of the reply)
8.	Possession clause	Article-IX: Completion of the Project 1. The Developer has obtained two Part Completion certificates for the Project including the Plot, dated 31.07.2017 and 22.03.2018, from the competent Authorities. Subject to the terms and conditions of this Agreement, shall handover the possession of the Plot to the Buyers within agreed time frame as per payment plan, Schedule-IV, opted by the Buyer ("Commitment Period") . Except for reasons of Force Majeure, if the Developer fails to offer possession of the Plot to the Buyer by the end of the Commitment Period, it shall be liable to pay to the Buyer compensation calculated at the

		<p>rate of Rs.200/- (Rupees Two Hundred only) per square meter of the Plot ("Delay Compensation") for every month of delay or part thereof from the date of expiry of the Commitment Period until issuance of the Possession Notice. However, Delay Compensation shall be payable only if the Buyer has not defaulted in making any payment in terms hereof. The Buyer agrees that the payment/adjustment of any Delay Compensation shall be done only at the time of issuance of the Possession Notice or at the time of payment of the final instalment due under the Payment Plan, whichever is later.</p> <p>(Emphasis supplied)</p> <p>(As per page no. 52 of the reply)</p>
9.	Due date of possession	<p>27.06.2021</p> <p>(Note: Due date to be calculated within 6 months from the date of booking as per payment plan, schedule-IV of the buyer's agreement dated 30.03.2021)</p>
10.	Total sale consideration	<p>Rs.2,27,66,623/-</p> <p>(As per payment plan annexed with agreement to sell on page no. 71 of the reply)</p>
11.	Total amount paid by the complainant	<p>Rs.2,26,25,351/-</p> <p>(As per conveyance deed dated 14.10.2021 on page no. 91 of the reply)</p>
12.	Part completion certificate	<p>31.07.2017</p> <p>(As per page no. 109 of the reply)</p>
13.	Date of execution for maintenance services agreement	<p>28.06.2021</p> <p>(As per page no. 119 of the reply)</p>
14.	Notice of possession	<p>01.07.2021</p> <p>(As per page no. 76 of the reply)</p>
15.	Possession letter	<p>14.10.2021</p> <p>(As per page no. 105 of the reply)</p>
16.	Conveyance deed	<p>14.10.2021</p>

(As per page no. 83 of the reply)

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:
- I. That the complainant on 27.12.2020 visited respondent's sales office at Sector-108, Gurugram and met the marketing staff & office bearers of the respondent, who along with an estate agent allured complainant by elaborating the details and plan of the said project and assured of timely delivery of the plot.
 - II. That believing in the representation and assurance of the respondent, the complainant handed over a cheque amounting to Rs.10,00,000/- dated 27.12.2020 along with a filled up form as advance deposit towards booking a 353.18 sq. yards plot in the project 'Westerlies' located at Sector 108 on Dwarka Expressway, Gurugram. The plot was booked under a payment plan for a sale consideration of Rs.2,27,66,623/-. As per said payment plan, the complainant had to pay 30% of sale consideration within 3 months from the date of booking and the balance 70% of sale consideration was payable within 6 months from booking.
 - III. That on 30.03.2021, a unilateral, one-sided, arbitrary, and ex-facie plot buyer's agreement was executed inter-se the parties. The terms & conditions of builder buyer's agreement were totally one-sided in favour of respondent.
 - IV. That after making 100% payment, on 14.10.2021, a conveyance deed was executed. On 25.10.2021 after receipt of conveyance deed the complainant requested the respondent to handover physical possession of the plot.

- V. That the complainant again requested and reminded the respondent vide emails dated 08.11.2021, 22.11.2021, 02.12.2021, 22.07.2022, 03.10.2022 to handover physical possession of the plot. The complainant also requested and reminded the respondent to pay him delayed possession charges till date of handover of physical possession at prescribed rate of interest. But in spite of repeated request e-mails of complainant, the respondent did not pay any heed to various requests of the complainant. The respondent miserably failed to confirm the date to handover physical possession of the plot.
- VI. That after a long follow-up, the respondent on 07.07.2023 confirmed to handover physical possession on 10.07.2023.
- VII. That on 10.07.2023, physical possession of the plot was handed over to the complainant after a delay of about one year & 9 Months from the date of execution the conveyance deed.
- VIII. That on 11.07.2023, the complainant again requested and reminded the respondent to pay him delayed possession charges from date of execution of conveyance deed (i.e., 14.10.2021) till date of possession (i.e., 10.07.2023) at prescribed rate of interest. Again on 25.07.2023 the complainant again requested and reminded the respondent to pay him delayed possession charges.
- IX. That on 31.07.2023, the respondent made an email reply just for sake of denial, making false and contrary statements regarding handover of physical possession of the plot unit with ulterior motive to unscrupulously deny legitimate and rightful claim of the complainant.
- X. That the respondent has committed grave deficiency in services by delaying the delivery of physical possession and making false promises made at the time of sale of plot which amounts to unfair trade practice and being immoral as well as illegal.

- XI. That the complainant has undergone severe intense mental trauma, endless agony, harassment due to the failure on part of the respondent to deliver the plot on time agreed. The failure of commitment on respondent's part has made the life of the complainant miserable socially as well as financially as all his personal financial plans and strategies were based on the date of delivery of physical possession as committed by the respondent. Therefore, the respondent has forced the complainant to suffer grave and severe mental trauma and financial harassment with no fault on her part. The complainant being a common person just made the mistake of relying on respondent's false and fake promises, which lured him to buy a residential plot in the aforesaid residential project. The respondent has trapped the complainant in a vicious circle of mental, physical and financial agony, mental trauma and harassment in the name of delivering the residential plot for dream home within deadline representing itself as a real estate giant.
- XII. That first time cause of action for the present complaint accrued against the respondent on 27.12.2020 when the said plot was booked based on respondent's false, wrongful and fraudulent promises and it further arose in March 2021 when the plot buyer's agreement containing unfair and unreasonable terms was forced upon the complainant. It further arose when the respondent delayed miserably to deliver the physical possession of the plot.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- Direct the respondent to pay the delayed possession charges from date of execution of conveyance deed (i.e. 14.10.2021) till date of

possession (i.e. 10.07.2023) with prescribed rate of interest and with pendente lite and future interest.

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.

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds:
- I. That the present complaint has been preferred by the complainant before the Authority on frivolous and unsustainable grounds and the complainant has not approached the Authority with clean hands and is trying to suppress the material facts relevant to this matter. The complainant is making false, misleading, baseless and unsubstantiated allegations against the respondent with malicious intent and with the sole purpose of extracting unlawful gains from the respondent. The instant complaint is not maintainable in the eyes of the law, is devoid of merits and is fit to be dismissed *in limine*.
 - II. That the present complaint is not maintainable before the Authority as the instant project in which the plot of the complainant is located is not an 'on-going' project. The respondent after completing the development activity as per the norms of the local laws applicable in the State of Haryana has made an application before the competent Authority for the grant of the part-completion certificate on 10.04.2017.
 - III. That pursuant to the application dated 10.04.2017 for grant of the part-completion certificate, the competent Authority has granted part-completion certificate on 31.10.2017 and another part-completion certificate on 22.03.2018.

- IV. That in the present case the conveyance deed of the subject plot has already been executed on 14.10.2021, hence, after the execution of the conveyance deed, the obligations/responsibilities of the promoter stands absolved. Therefore, the complainant is estopped from seeking any relief from the Authority.
- V. That the complainant in order to wriggle out of her obligations as casted upon her under the conveyance deed and the PBA, is trying to mislead the Authority by alleging that the possession of the plot has been handed over to her on 10.07.2023. However, the correct facts and circumstances with respect to the same is mentioned in the ensuing paragraphs.
- VI. That at the time of booking and allotment of the subject plot to the complainant, the project was already completed and the respondent had obtained two part-completion certificates dated 31.07.2017 and 22.03.2018 for the entire project and the same was already intimated to the complainant and is mentioned in the PBA. Therefore, keeping in view of the said fact, it was mutually agreed between the complainant and the respondent that the plot would be handed over to the complainant within six months from the booking which was subject to force majeure situations, as per Article IX of the PBA. The parties hereto have specifically fixed a date i.e., 29.07.2021 as the date for offer of possession.
- VII. That pertinently, adhering to agreed terms and conditions of the PBA, the respondent *vide* notice of possession dated 01.07.2021, offered the possession of the plot to the complainant and requested the complainant to clear the outstanding dues and complete the formalities of execution of conveyance deed. It is important to note herein that in the instant case, the offer of possession was made 28

days before the agreed date of the offer of possession i.e., 29.07.2021.

Therefore, there was no delay in possession of the said plot.

- VIII. That post payment of outstanding dues and completion of requisite formalities for the execution of conveyance deed, a conveyance deed dated 14.10.2021 has been executed between the complainant and the respondent. It is not out of place to mention herein that in clause 3 of the conveyance deed, it was mutually agreed between the complainant and the respondent that post-execution and registration of the conveyance deed, physical possession of the plot would be delivered to the complainant.
- IX. That pertinently, the respondent in adherence with the mutually agreed terms and conditions of the conveyance deed, had handed over the possession of the plot on the same date itself i.e., 14.10.2021. The complainant has taken possession of the plot after inspecting the plot and being completely satisfied in all aspects. That the same is specifically recorded in the possession letter dated 14.10.2021.
- X. That the complainant in order to hide her defaults and to wriggle out of her obligations under the PBA and conveyance deed is alleging that the possession was handed over on 10.07.2023, whereas the respondent has actually handed over the plot on 14.10.2021 post execution of the conveyance deed and for which the complainant also executed a possession letter dated 14.10.2021.
- XI. That the complainant had purchased the vacant plot along with the responsibility of constructing a house on the said plot. That in PBA as well as the conveyance deed it was mutually agreed by the complainant that only a residential building shall be constructed upon the plot and that the construction of the building shall be completed by the complainant within 5 years from the date of issuance of notice

of possession and in the event the complainant is unable to construct a building on the plot then an extension fee has to be paid by the complainant. It is also mentioned and agreed by the complainant in the conveyance deed.

- XII. That approximately 2.6 years have elapsed from the date of the notice of possession and till date the complainant has not raised a single construction on the plot. The complainant has miserably failed in discharging her obligation as per the PBA and the conveyance deed.
- XIII. That the complainant with an ulterior motive to hide her failures with respect to not commencing and completing any construction is putting forth the allegations that the possession was handed over on 10.07.2023.
- XIV. That the complainant despite being aware of the status of the work done on the plot, was trying to continuously avoid reviewing the work and taking over the possession thereof from the maintenance agency to shrug off its duties to pay the maintenance dues and commence construction on the said plot.
- XV. That the responsibility of maintaining the plot is of the complainant and the maintenance agency is obligated to maintain only the common areas, common facilities, and equipment of the project.
- XVI. That the complainant with an ulterior motive to wriggle out of her obligation of maintaining the plot and commencing and completing the construction on the plot has sent multiple emails making wrong statements that the plot is not demarcated or is not in proper condition and is seeking delayed possession charges till 10.07.2023. However, as per the agreed terms the Offer of possession was already made on 01.07.2023.

- XVII. That though the maintenance agency is not obligated to maintain the plot of the complainant was still providing additional services of maintaining the plot and was continuously getting rid of wild plants, muds, and rainwater etc. Further, the maintenance agency was regularly informing the complainant about the de-watering and cleaning of the plot on her behalf and was requesting the complainant to take hand over of maintenance of the plot and have sent multiple emails dated 15.10.2022, 29.12.2022, 06.04.2023, 07.04.2023 etc. with respect to the same.
- XVIII. That post receiving aforementioned emails the complainant took the handover of possession of the maintained plot on 10.07.2023 from the maintenance agency pursuant to cleaning and de-clogging. The complainant in order to extract illegitimate monetary benefit in the name of delayed possession charges is alleging the date of handover of maintenance of the subject plot as the handover of physical possession of the plot. It is important to clarify herein that the physical possession of the plot has been handed over to the complainant on 14.10.2021 and a Letter of handing over of possession has already been signed between the parties on 14.10.2021 and hence the complainant is not entitled to delay possession charges.
- XIX. That the present complaint is preferred by the complainant on false, vague and wrong allegations, with a motive to extract illegitimate monetary benefit from the respondent and to wriggle out her obligations under the PBA and the conveyance deed. That if the relief so prayed forth by the complainant is granted by the Authority then such relief will lead to great injustice towards the respondent. Hence, the present complaint under reply is liable to be dismissed with cost

for wasting the precious time and resources of the Ld. Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

7. 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 these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

9. 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.

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

F. Finding on objections raised by the respondent:

F.I Objection w.r.t. application of occupation certificate of the project was made prior to notification of the Rules.

11. The respondent-promoter has raised the contention that the said project of the respondent is a pre-RERA project as the respondent has already made an application for occupation certificate to the competent authority on 10.04.2017 i.e., before the coming into force of the Act and the rules made thereunder.
12. The authority is of the view that as per proviso to section 3 of Act of 2016, on-going projects on the date of commencement of this Act i.e., 01.05.2017 and for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act and the relevant part of the Act is reproduced hereunder:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act.

13. The legislation is very clear in this aspect that a project shall be regarded as an "on-going project" until receipt of completion certificate. Since, the completion certificate is yet to be obtained by the promoter-builder with regards to the concerned project, therefore the plea advanced by it is hereby rejected.

F.II Objection regarding the complaint being concluded on execution of conveyance deed

14. The respondent has raised an objection that the instant complaint is barred by estoppel as upon execution of conveyance deed dated 14.10.2021, the complainant is now estopped from raising these belated claims/demands as he himself had acknowledged and accepted that *"on and from execution of this conveyance deed, the vendee shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the vendee shall be responsible for any loss or damage to the plot arising from the deterioration, injury or decrease in value of the said plot."*
15. The Authority observed that though the conveyance deed has been executed on 14.10.2021 but as per proviso to section 18 of the Act of 2016, if the 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. In the present complaint, as per the possession clause of the buyer's agreement, the due date of possession of the unit was 27.06.2021 and the same was offered on 01.07.2021 after a delay of 3 days. Therefore, the complainant is entitled for delay possession charges for the delayed period as statutory right of the complainant-allottee as per the provisions of section 18 of the Act of 2016. Thus, in view of the agreed terms and conditions duly agreed between the parties and the provisions of the Act of 2016, the contention of the respondent stands rejected.

G. Finding on the relief sought by the complainant:

- G.I Direct the respondent to pay the delayed possession charges from date of execution of conveyance deed (i.e. 14.10.2021) till date of possession (i.e., 10.07.2023) with prescribed rate of interest and with pendente lite and future interest.**



16. In the present complaint, the complainant intend 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."

17. Article IX of agreement to sale dated 30.03.2021 provides for handing over of possession and is reproduced below:

Article-IX: Completion of the Project

1. The Developer has obtained two Part Completion certificates for the Project including the Plot, dated 31.07.2017 and 22.03.2018, from the competent Authorities. Subject to the terms and conditions of this Agreement, **shall handover the possession of the Plot to the Buyers within agreed time frame as per payment plan, Schedule-IV, opted by the Buyer ("Commitment Period")**. Except for reasons of Force Majeure, if the Developer fails to offer possession of the Plot to the Buyer by the end of the Commitment Period, it shall be liable to pay to the Buyer compensation calculated at the rate of Rs.200/- (Rupees Two Hundred only) per square meter of the Plot ("Delay Compensation") for every month of delay or part thereof from the date of expiry of the Commitment Period until issuance of the Possession Notice. However, Delay Compensation shall be payable only if the Buyer has not defaulted in making any payment in terms hereof. The Buyer agrees that the payment/adjustment of any Delay Compensation shall be done only at the time of issuance of the Possession Notice or at the time of payment of the final instalment due under the Payment Plan, whichever is later.

(Emphasis supplied)

18. The Authority has gone through the possession clause of the agreement and observes that the respondent-developer proposes to handover the possession of the allotted plot by 27.06.2021. Thus, the due date of handing over of possession comes to 27.06.2021.
19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is 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

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may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

20. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
21. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 30.05.2025 is @ 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
22. The definition of term 'interest' as defined under section 2(z) 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.
23. 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 her in case of delayed possession charges.
24. The counsel for the complainant during the proceedings dated 22.08.2024, the possession of the plot was handed over on 10.07.2023 and not on 14.10.2021 and requested for delay possession charges till handing over of possession i.e., 10.07.2023. However, the counsel for the respondent


clarified the same and stated that the stamp dated 10.07.2023 on the possession letter dated 14.10.2021 is marked by the maintenance agency which was maintaining the plot of the complainant and not by the respondent.

25. On consideration of the documents available on record and submissions made by both the parties 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. The due date of handing over of possession is 27.06.2021 but the offer of possession was made on 01.07.2021 and the unit was handed over on 14.10.2021 and conveyance deed was also executed on 14.10.2021 itself.
26. 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, part completion certificate of the plot was obtained on 31.07.2017. But the allotment was made subsequently on 30.03.2021 with due date of possession being 27.06.2021. The offer of possession was made on 01.07.2021. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 27.06.2021 till the expiry of 2 months from the date of offer of possession plus two months after obtaining OC/CC/part CC or handing over of possession whichever is earlier.
27. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottees shall be paid, by the promoter, interest for every month of delay from the due date of handing over the possession i.e., 27.06.2021 till offer of possession (01.07.2021) after obtaining occupation certificate plus two months i.e., 01.09.2021 or

actual taking over of possession i.e., 14.10.2021, whichever is earlier at prescribed rate i.e., 11.10 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules. Offer of possession plus two months which comes out to be 01.09.2021 is the earlier date. Thus, the complainant is entitled for delayed possession charges from 27.06.2021 till 01.09.2021.

H. Directions of the authority:

28. 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 to pay interest to the complainant against the paid-up amount at the prescribed rate i.e. 11.10% p.a. for every month of delay from the due date of handing over of possession i.e., 27.06.2021 till offer of possession (01.07.2021) after obtaining occupation certificate plus two months i.e., 01.09.2021, being earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
 - ii. A period of 90 days is given to the respondent-builder to comply with the directions given in this order and failing which legal consequences would follow.
29. Complaint as well as applications if any, stand dismissed. Pending applications, if any, also stand disposed of.
30. File be consigned to registry.


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.05.2025