

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

Complaint no. :	2952 of 2024
Date of filing complaint:	05.07.2024
Date of decision	08.05.2025

**Sunil Tyagi**

R/o: U-62/19, DLF Phase- III, Gurugram, Haryana

**Complainant**

Versus

**M/s Ansal Housing and Construction Limited**Regd. Office: 15-UGF, Indraprakash, 21, Barakhamba  
Road, New Delhi-110001**Respondent****CORAM:**

Shri Vijay Kumar Goyal

**Member****APPEARANCE:**

Sh. Maninder Singh (Advocate)

Complainant

Sh. Amandeep Kadyan (Advocate)

Respondent

**ORDER**

1. The present complaint dated 04.07.2023 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 to the allottees as per the agreement for sale executed inter se them.

**A. Project and unit related details**

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

S. No.	Particulars	Details
1.	Name and location of the project	"Ansal Heights-86, Sector 86, Gurugram
2.	Nature of the project	Residential Colony
3.	DTCP license No.	48 of 2011 dated 29.05.2011
4.	RERA registration	154 of 2017 dated 28.08.2017
5.	Application Form	30.11.2011 (As mention in BBA at page no. 14 of complaint)
6.	Unit no.	C-502 (As per page 15 of complaint)
7.	Area of Unit	1895 sq. ft. (Page 15 of complaint)
8.	Builder-Buyer Agreement with original allottee	24.09.2012 (As per page 12 of complaint)
9.	Agreement to sell between original allottee and the complainant	09.02.2014 (Page 57 of complaint)
10.	Transfer of unit in favour of complainant by the respondent	23.04.2014 (Page 56 of complaint)

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11.	Allotment letter to complainant	30.04.2014 (Page 62 of complaint)
12.	Possession clause	<b>31.</b> <i>The Developer shall offer possession of the Unit any time, within a period of 42 months from the date of execution of Agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of the Unit.</i> (Page 20 of complaint)
13.	Commencement of construction	01.10.2013 (Note: As nothing was placed on record by either of the parties hence, taken from CR/4588/2023 decided by HARERA on 08.05.2025)
14.	Due date of possession	01.10.2017 (Note: Due date calculated from date of commencement of construction i.e., 01.10.2013 being later. Grace period is allowed being unconditional)
15.	Payment Plan	Construction- linked
16.	Sale Consideration	Rs. 74,62,816/- (As per page 58 of complaint)



17.	Amount paid by the complainant	Rs. 71,62,816/- (As per receipts at 33-49 page of complaint)
18.	Occupation Certificate	Not Obtained
19.	Offer of Possession	Not Offered

**B. Facts of the complaint**

3. The complainant has made the following submissions in their complaint:

- a. On 24.09.2012, Ms. Ritu Thareja & Mr. Kapil Gupta booked a unit bearing no. C-0502 admeasuring 1895 sq. ft. 3 BHK apartment in the abovementioned project and as the builder-buyer agreement dated 24.09.2012 and subsequently on 09.02.2014, the present complainant Mr. Sunil Tyagi purchased the abovementioned apartment from Ms. Ritu Thareja and Mr. Kapil Gupta in re-sale.
- b. Thereafter the respondent endorsed the present applicant/complainant as the new allottee or subsequent allottee and by that, the complainant stepped into the shoes of the previous applicant/allottees and all the rights and duties got transferred to the present applicant and thereafter, the present complainant/applicant continued the payments on their part to the respondent in lieu of the abovementioned apartment and the respondent always acknowledged them and issued receipts for those payments.
- c. The respondent started raising the demand of money /installments from the complainant, which was duly paid by the complainant as per

agreed timelines. The complainant took a loan from Axis Bank Limited to pay the demands raised by the respondent and fulfilled all the demands on time. The complainant as on today has paid the entire cost of the property/ apartment which comes out to be Rs. 71, 62,816/-.

- d. Thereafter, the Respondent begin raising demands in lieu of the construction of the said unit. However, after a certain time, the respondent turned silent upon the status of the project and did not raise any further demands with respect to the unit for which the complainant also visited multiple times at the office of the respondent to inquire about the status of his unit but the respondent did not provide any satisfactory reply and kept delaying the construction of the project under variety of pretexts and kept assuring the complainant that they shall intimate the complainants when the construction work shall recommence.
- e. That thereafter in 2015, the respondents raised another demand which was duly paid to the respondent by the financier of the complainant. However yet again, the respondent turned silent and did not provide any response to the complainant for two years with respect to the development of the project and deliberately ignored all the enquires raised by the complainant. Later, being aggrieved from the acts and conducts of the respondent, the complainant followed up with respect to the status of the project and found out that nothing



has been done by the respondent upon the ground level with respect to the construction of his unit.

- f. Thereafter in the year 2020, the complainant could not keep up with the status of the project due to Covid-19 Pandemic and commencement of a nationwide lockdown and meanwhile, the respondent deliberately did not provide for any status update with respect of the construction of the said unit.
- g. The acts and conducts of the complainant unequivocally demonstrate that all the promises made by the Respondent at the time of sale of involved unit were fake and false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said unit on basis of its false and frivolous promises, which the respondent never intended to fulfill. The respondent in its advertisements had represented falsely regarding the area, price, quality and the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.
- h. That in accordance to the clause 31 of the flat buyer agreement dated 24.09.2012 executed between the parties, the respondent was obligated to provide for the possession within 42 months from the date of the execution of the agreement which comes out to be 24.03.2016. However as on today, it has become almost 8 years but the respondent has not completed the construction of the said Real



Estate Project till now and the complainant has not been provided with the possession of the said unit despite all promises done and representation made by the respondent.

- i. The respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said unit, which amounts to unfair trade practice, which is immoral as well as illegal. The respondent has also criminally misappropriated the money paid by the complainant as sale consideration of said unit by not delivering the unit by agreed timelines. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said unit on the basis of its false and frivolous promises and representations about the delivery timelines aforesaid commercial project.
- j. The complainant has undergone severe mental harassment due to the negligence on the part of the respondent to deliver his dream home on time agreed. The complainant had faced all these financial burdens and hardship from his limited income resources, only because of respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of respondent has made the life of the complainant miserable socially and financially as all his personal financial plans and strategies were based on the date of delivery of possession as agreed by the respondent. Therefore, the respondent has forced the complainant to suffer grave, severe and





immense mental and financial harassment with no-fault on his part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured him to buy a retail unit in the aforesaid project of the respondent.

- k. The cause of action accrued in favor of the complainant and against the respondent when the complainant had booked the said unit and it further arose when respondent failed /neglected to deliver the said unit. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has cancelled the allotment despite making all the payments within the stipulated deadlines.
- l. The complainant further declares that the matter regarding which the present complaint has been made is not pending before any court of law and any other authority or any other tribunal on the subject matter.

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

4. The complainant is seeking the following relief:
  - a. Direct the respondent to pay interest interest at the applicable rate on account of delay in offering possession on ₹71,62,816/- towards the sale consideration paid by the complainants as sale consideration of the said flat from the date of payment till the date of delivery of possession.
  - b. Direct the respondent to handover the possession to the complainant.

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c. Direct the respondent to withdraw the unreasonable termination of the unit.

5. On the date of hearing, the authority explained to the respondent /promoter about the contravention 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 contested the complaint on the following grounds:-

- a. The present complaint is neither maintainable nor tenable by both law and facts. It is submitted that the present complaint is not maintainable against the answering respondent as the BBA was executed on 24.09.2012 and the complainant is approaching the hon'ble authority in 2024. The present complaint is liable to be dismissed on this ground alone.
- b. Even otherwise, the complainant has no locus-standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement dated 24.09.2012, which is evidentiary from the submissions made in the following paragraphs of the present reply.
- c. That despite there being a number of defaulters in the project, the respondent itself infused funds into the project and has diligently developed the project in question. It is also submitted that the construction work of the project is swing on full mode and the work will be completed within the prescribed time period as given by the respondent to the authority.

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- d. That without prejudice to the aforesaid and the rights of the respondent, it is submitted that the respondent would have handed over the possession to the complainant within time had there been no force majeure circumstances beyond the control of the respondent, there had been several circumstances which were absolutely beyond and out of control of the respondent such as orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble Punjab & Haryana High Court duly passed in Civil Writ Petition No.20032 of 2008 through which the shucking/extraction of water was banned which is the backbone of construction process, simultaneously orders at different dates passed by the Hon'ble National Green Tribunal thereby restraining the excavation work causing Air Quality Index being worst, may be harmful to the public at large without admitting any liability. Apart from these the demonetization is also one of the major factors to delay in giving possession to the home buyers as demonetization caused abrupt stoppage of work in many projects. The sudden restriction on withdrawals led the respondent unable to cope with the labor pressure. However, the respondent is carrying its business in letter and spirit of the villa buyer agreement as well as in compliance of other local bodies of Haryana Government.
- e. The respondent is carrying his business in letter and spirit of the villa buyer agreement but due to COVID'19 the lockdown was imposed throughout the country in March, 2020 which badly affected the construction and consequently respondent was not able to handover the possession on time as the same was beyond the control of the respondent.



- f. Similar lockdown was imposed in the year 2021 which extended to the year 2022 which badly affected the construction and consequently respondent was not able to handover the possession on time as the same was beyond the control of the respondent.
- g. The ban on construction was imposed by the Hon'ble supreme court of India in the year 2021 due to the alarming levels of pollution in Delhi NCR which severely affected the ongoing construction of the project.
- h. The complaint is not maintainable or tenable under the eyes of law as the Complainant has not approached this Hon'ble Authority with clean hands and has not disclosed the true and material facts related to this case of complaint. The complainant, thus, has approached the Hon'ble Authority with unclean hands and also has suppressed and concealed the material facts and proceedings which have direct bearing on the very maintainability of purported complaint and if there had been disclosure of these material facts and proceedings the question of entertaining the present complaint would have not arising in view of the case law titled as *S.P. Chengalvaraya Naidu Vs. Jagan Nath reported in 1994 (1) SCC Page-1* in which the Hon'ble Apex Court of the land opined that non-disclosure of material facts and documents amounts to a fraud on not only the opposite party, but also upon the Hon'ble Authority and subsequently the same view was taken by even Hon'ble National Commission in case titled as *Tata Motors Vs. Baba Huzoor Maharaj* bearing RP No.2562 of 2012 decided on 25.09.2013.
- i. That without admitting or acknowledging the truth or legality of the allegations advanced by the complainant and without prejudice to





the contentions of the respondent, it is respectfully submitted that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. It is further submitted that merely because the Act applies to ongoing projects which are registered with the Authority, the Act cannot be said to be operating retrospectively. The provisions of the Act relied upon by the complainant seeking refund, interest and compensation cannot be called into aid in derogation and ignorance of the provisions of the builder buyer's agreement. The interest for the alleged delay demanded by the complainant is beyond the scope of the buyer's agreement. The complainant cannot demand any interest or compensation beyond the terms and conditions incorporated in the builder buyer's agreement. However, in view of the law as laid down by the Hon'ble Bombay High Court in a case titled as *Neelkamal Realtors Suburban Pvt. Ltd. Vs. Union of India* published in 2018(1) RCR (C) 298, the liberty to the promoter/developer has been given U/s 4 to intimate fresh date of offer of possession while complying the provision of Section 3 of RERA Act as it was opined that the said Act named RERA is having prospective effect instead of retrospective. Para No.86 and 119 of the above said citations are very much relevant in this regard.

- j. Several allottees have defaulted in timely remittance of payment of installment which was an essential, crucial and an indispensable requirement for conceptualization and development of the project in question. Furthermore, when the proposed allottees defaulted in their payment as per schedule agreed upon, the failure has a

cascading effect on the operation and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the respondent. The respondent, despite the default of several allottees has diligently and earnest pursued the development of the project in question and has constructed the project in question as expeditiously as possible. The construction of the project is completed and ready for delivery, awaiting occupancy certificate which is likely to be completed by the year 2022.

- k. The Central Government levied such taxes, which are still beyond the control of the respondent, it is specifically mentioned in clause 7 & 8 of the builder buyer's agreement, vide which complainants were agreed to pay in addition to basic sale price of the said unit he/she/they is/are liable to pay EDC, IDC together with all the applicable interest, incidental and other charges inclusive of all interest on the requisite bank guarantees for EDC, IDC or any other statutory demand etc. The complainant further agreed to pay his proportionate share in any future enhancement/additional demand raised by authorities for these charges even if such additional demand raise after sale deed has been executed.
- l. It is, therefore, prayed that in the interest of justice and under the cited circumstances, this Hon'ble Authority may graciously be pleased to dismiss the complaint as the same is not maintainable and is based on false and vexatious grounds, with costs.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the complainants-allottees.



**E. Jurisdiction of the authority:**

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

**E.I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject-matter jurisdiction**

10. 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)(a)****Section 11**

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**(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;*

11. 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 complainant at a later stage.



**F. Finding on objections raised by the respondent****F.1 Objections regarding Force Majeure**

12. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and demonetization. In the present matter the buyer's agreement was executed on dated 14.11.2013 and as per the possession clause 31 of the buyer's agreement the respondent-developer proposes to handover the possession of the allotted unit within a period of 42 months from the date of execution of agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later. Further there shall be a grace period of 6 months above the period of 42 months. In the present case, the date of commencement of construction is 01.10.2013 therefore, due date is calculated from the date of commencement of construction i.e., 01.10.2013 so, the due date of subject unit comes out to be 01.10.2017 including the grace period of 6 months. The events such as various orders by Punjab and Haryana High Court were prior to execution of agreement and NGT ban and demonetization were for a shorter duration of time and were not continuous as there is a delay of more than 6 years. Even today no occupation certificate has been received by

the respondent. Therefore, said plea of the respondent is devoid of merit.

13. As far as delay in construction due to outbreak of Covid-19 is concerned, the lockdown came into effect on 23.03.2020 whereas the due date of handing over of possession was (01.10.2017) much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession. Hence, the plea taken by the respondent stands rejected.

**G. Findings of the authority on relief sought by the complainant:**

**G.I Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on ₹71,62,816/- towards the sale consideration paid by the complainants as sale consideration of the said flat from the date of payment till the date of delivery of possession.**

**G.II Direct the respondent to handover the possession to the complainant.**

14. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
15. The complainants booked a unit C-502 in the project of the respondent namely, "Ansal Heights-86" admeasuring super area of 1895 sq. ft. for an agreed sale consideration of Rs. 74,62,816/- against which complainant allegedly paid an amount of Rs. 71,62,816/- and the respondent has failed to hand over the physical possession till date.





That the complainant intend to continue with the project and is seeking delayed possession charges against the paid-up amount as provided under the 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, —*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

*he shall be liable on demand of the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*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."*

**(Emphasis supplied)**

16. In the present complaint, the complainant is seeking delayed possession charges along with interest on the amount paid. Clause 31 of the flat buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below: -

*The Developer shall offer possession of the Unit any time, within a period of 42 months from the date of execution of this Agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of the Unit.*

17. The buyer's agreement was executed between the parties on 12.04.2013. As per possession clause 31 of the agreement, the promoter has proposed to handover the possession within a period of

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42 months from the date of execution of this agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later. The due date of possession is calculated from the date of commencement of construction being later i.e., 01.10.2013. The period of 42 months expired on 01.04.2017. Since in the present matter the BBA incorporates unqualified reason for grace period / extended period of 6 months in the possession clause accordingly, the grace period of 6 month is allowed to the promoter being unqualified. Hence, the due date comes out to be 01.10.2017.

18. **Admissibility of delay possession charges at prescribed rate of interest:** 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.

19. The legislature in its wisdom in the subordinate legislation under rule 15 of the rules has determined the prescribed rate of interest. The rate

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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.

20. 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., 08.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR +2% i.e., 11.10%.
21. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

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

*Explanation. —For the purpose of this clause—*

*(i) the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default;*

*(ii) the interest payable by the promoter to the allottees 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 allottees to the promoter shall be from the date the allottees defaults in payment to the promoter till the date it is paid;"*

22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.



23. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act, by not handing over possession by the due date as per the builder buyer agreement. That the BBA was executed with original allottee on 24.09.2012, subsequently, the unit got endorsed in favour of the complainant herein on 23.04.2014. The due date of possession is 42 months from the date of execution of this agreement or within 42 months from the date of obtaining all required sanction and approval necessary for commencement of construction, which is later. Further, there shall be a grace period of 6 months allowed to the respondent in offering the possession of the unit. So the due date is calculated from i.e., 01.10.2013 the date of commencement of construction being later. The period of 42 months expired on also it was subject to a grace period of six months. Therefore, the due date of handing over possession is 01.10.2017. The respondent did not offer possession of the subject unit on time. It is the failure of the respondent /promoter to fulfil its obligations and responsibilities as per the builder 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 proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee is liable for interest for every month of delay from due date of possession i.e.,





offer of possession plus 2 months or actual handover whichever is earlier after obtaining the occupation certificate from the competent authority, as per section 18(1) of the Act 2016 read with Rule 15 of the Rules.

**G.II. Direct the respondent to the respondent to withdraw the unreasonable termination of the unit.**

24. Vide proceedings dated 08.05.2025, counsel for the complainant submitted that the relief seeking withdrawal of termination of the unit was inadvertently included and is not being pressed. Accordingly, the said plea rendered infructuous.

**H. Directions of the authority**

25. 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):

- a. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 01.10.2017 till the date of offer of possession plus two months after obtaining the occupation certificate or actual handing over possession whichever is earlier, as per section 18(1) of the Act 2016 read with Rule 15 of the Rules.
- b. The respondent is directed to offer the valid offer of possession of the allotted unit within 2 months after obtaining occupation certificate from the competent authority. The complainant w.r.t. obligation conferred upon them under section 19(10) of Act of

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2016, shall take the physical possession of the subject unit, within a period of two months of the occupancy certificate.

- c. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period
- d. 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.

24. Complaint stands disposed of.

25. File be consigned to registry.



(Vijay Kumar Goyal)  
Member

**Haryana Real Estate Regulatory Authority, Gurugram**

**Dated: 08.05.2025**

**HARERA**  
**GURUGRAM**