

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

Complaint no.: 1899 of 2019
Date of filing: 27.05.2019
Order pronounced on: 08.07.2025

Bharti Berry & Dharamvir Gupta
R/o:- House no. 465, Sector -15, Faridabad, Haryana
121007

Complainants

Versus

M/s Vatika Limited
Regd. Office at:- Unit no. A-002, INXT City
Centre, Ground Floor, Block-A, Sector-83,
Vatika India Next, Gurugram

Respondent

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member**

APPEARANCE:

Shri Priyanjali Singh (Advocate)
Shri Gunjan Kumar (Advocate)

**Complainant
Respondent**

ORDER

1. This complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision 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:

S.no.	Heads	
1.	Project name and location	Independent Floors at Vatika India Next, Sector 83, Gurugram, Haryana.
2.	Nature of the project	Residential colony
3.	RERA registered/not registered	Not Registered
4.	Unit no.	Plot no. 32, ground floor, Street 16, Block E (page no. 32 of complaint)
	New allotted unit	2, Ground Floor, Street 82 E-13
5.	Unit admeasuring	781 sq. ft. (Super Area) (Page no. of complaint)
6.	Date of execution of the builder buyer's agreement with complainant no. 1 and another	29.03.2011 (page no. 29 of complaint)
7.	Endorsement in name of complainant no. 2 & deletion of Co-allottee	22.02.2022 (page no. 74 of complaint)
8.	Possession clause	"Clause 10.1- That the company based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said independent dwelling unit within a period of 3

		years from the date of execution of the agreement.
9.	Due date of possession	29.03.2014
10.	Addendum Agreement for change of unit	13.09.2012 (page no. 76 of complaint)
11.	Total consideration	Rs. 24,78,759/- (As per BBA on page no. 32 of complaint)
12.	Total amount paid by the complainant	Rs.8,84,837/- (As per SOA dated 26.12.2016 at page no. 20 of complaint)
13.	Occupation certificate	Not Obtained
14.	Offer of possession	Not offered
15.	Termination letter due to Gail pipeline	14.11.2018 (page 86 of the complaint)

B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint:
 - a. That the respondent is a promoter of residential colony named "Vatika India Next" over land in Sector 82, 82A, 83, 84 & 85, Villages, Sihi, Shikohpur and Sikanderpur bada, Tehsil and District Gurugram.
 - b. That this complaint is regarding allotment of a floor in a dwelling unit in the project in October 2009, which was subsequently embodied in the floor buyer agreement. The original unit was allotted to complainant no. 1 and her husband Achin Berry in 2009 and in the year 2012-2013 allotments were endorsed in the name of subsequent allottee i.e. complainant no. 2 and name of co-allottee i.e. Achin Berry was deleted.

- c. That despite booking of unit in 2009, the complainants have only received money demands from respondent, while there appears to be absolutely no construction. The respondent has only offering various excuses for non-construction.
- d. That after 3 years of booking of dwelling unit on plot no. 32, 16th street, Sector 83, measuring 781.25 sq. ft. in the project for total sale consideration of Rs.29,72,607/-. After one year of execution of floor buyer agreement, respondent offered various excuses for not delivering the original unit and forced the complainants to accept an alternate unit vide addendum dated 13.09.2012 and reallocated Plot no. 2/ST, 82E-13/180/GF/82E/Vatika India Next instead of the original unit.
- e. That as per agreement, respondent was required to deliver possession within three years from the date of execution. Hence the respondent has to deliver the present unit by 29.03.2014. However, the respondent remained totally silent on the status of construction. When complainants chased respondent for status by e-mail of 27.01.2015, they were shocked to receive email dated 27.01.2015 informing them the construction had not even commenced, vaguely mentioning that it was a large township for which construction was planned in phases.
- f. That complainant keeps asking for possession of their unit along with compensation vide email dated 24.05.2017. on 29.05.2017, complainants received an email from respondent offering alternate options at additional cost. The respondent had earlier in 2012, forced the complainants to change from the original unit to present

unit, and now after 5 years later, instead of delivering possession of unit, respondent was again asking complainants to choose from alternate unit at additional cost. By e-mail dated 29.08.2018, respondent asked the complainants to visit their office for reallotting of alternate unit.

- g. The discussions in the two meetings were inconclusive and in the normal course, complainants hoped to finalize an alternate unit since respondent was not delivering the present unit. No formal offer was ever issued by the respondent for alternate unit nor was any deadline indicated for acceptance of offer of alternate unit. Despite this, complainants were shocked to receive letter dated 14.11.2018 purporting to terminate their allotment claiming that they had refused alternate unit and offering refund of their monies at paltry interest amount.
- h. That the respondent is liable to deliver the present unit or alternate unit in the project at the original price, to the complainants along with interest for a period of delay counted from 29.03.2014 being date of possession as per agreement read with letter dated 13.09.2012. The cancellation letter issued by the respondent is illegal and is liable to be quashed.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):
 - a. Direct the respondent to deliver possession of the unit as promised in the agreement read with addendum dated 13.09.2012 or in

alternate, an equivalent unit at the original booking rate in the project.

- b. Direct the respondent to pay delay possession charges to the complainant from the due date of delivery of possession i.e. 29.03.2014 till valid offer of possession.
- c. Letter dated 14.11.018 purporting to terminate the complainants' booking should be quashed and set aside.

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:
- a. That the present complaint is an abuse of the process of this Authority and is not maintainable. The complainants have not approached this Authority with clean hands and are trying to suppress material facts relevant to the matter. The complainants are making false, misleading, frivolous, baseless, unsubstantiated allegations against the respondent with malicious intent and sole purpose of extracting unlawful gains from the respondent.
 - b. That the present complaint is not maintainable or tenable in the eyes of law. The complainants have misdirected themselves in filing the above captioned complaint before this Authority as the reliefs being claimed by the complainants cannot be said to fall within the realm of jurisdiction of this Authority. It would be pertinent to

make reference to some of the provisions of the Real Estate (Regulation and Development) Act 2016, i.e. Section 31(1) provides that any aggrieved person may file a complaint with the Authority for any violation of the provision of 2016 Act or the rule and regulations made there under, save as those proved to be adjudicated by the Adjudication Officer. Apparently, under Section 71, the Adjudicating officer shall be appointed by the Authority in consultation with the Appropriate Government for the purpose of adjudging compensation under Section 12,14,18 and Section 19 of 2016 Act and for holding an enquiry in the prescribed manner. From the conjoint reading of the aforementioned provisions, it is crystal clear and evident that the claim for interest and compensation would be only adjudged by the Adjudicating Officer as appointed under Section 71 of 2016 Act. Ld. Authority is not specifically empowered by any provision of the Act to award any relief enumerated in Sections 12, 14, 18 & 19 of the Act, which are within the purview of the Adjudicating Officer. Hence, no complaint can be entertained much less before this Authority in respect of the matters to be adjudicated by the Adjudicating Officer.

- c. That the complainants have come before this Authority with ulterior motive. That the present complaint has been filed by the complainants just to harass the respondent and to gain the unjust enrichment. That for the fair adjudication of grievance as alleged by the complainants, a detailed deliberation by leading the evidence and cross-examination is required, thus only the Civil Court has jurisdiction to deal with the cases requiring detailed evidence for

proper and fair adjudication, if at all the contents of the complaint are taken to be correct and true.

- d. That the complaint is devoid of merits and is also liable to be dismissed as the same has filed without any cause of action arose in favour of the complainants and against the respondent to file the present complaint. Thus, the complaint of the complainants is liable to be rejected/ dismissed with costs.
- e. That the complainants are trying to shift their onus of failure on the respondent as it is the complainants who failed to comply his part of obligation and miserably failed to accept re-allotment or refund with 6% per annum interest offered by the respondent.
- f. That the termination letter dated 14.11.2018 is not invalid and legally sustainable as respondent apprised the complainant of factual situation as it had all the good intentions to prevent the complainants from any further loss.
- g. That the complainants relied upon various e-mails as annexed with the complaint were not supported by affidavit/ certificate under section 65 (B) of Evidence Act hence, the e-mails placed on record by the complainants has no authenticity, be invalid and is not an admissible document.
- h. That the complainants voluntarily with free will and consent and through independent property Broker "M/s Ambrosia" had booked a unit in the said project.
- i. That the respondent raised the demands as per the agreed payment schedule, however, the complainants being a defaulter, never adhered to the demands raised by the respondent or payment

schedule. The complainants are making false and vague averments without producing corresponding documents to prove the same.

- j. That the due to the master change in layout the unit was re-allotted to the complainants with their full will and consent and by signing the addendum to FBA. The complainants after being fully satisfied have accepted the unit re-allotted. However, the complainants are misleading this Authority by making false and frivolous averments. The complainants be put to strict proof for the same.
- k. That the respondent remained totally silent on the status of construction. The respondent always apprised the complainant about the status of the project and the cogent reasons for delay which the complainants have concealed with malicious intention.
- l. That the reason for the delay in completion of the construction in the project was that the respondent company has been facing umpteen roadblocks in construction and development works in projects in its licensed lands comprised of the township owing to the initiation of the GAIL Corridor which passes through the same. The concomitant cascading effects of such a colossal change necessitated realignment of the entire layout of the various projects, including plotted/Group Housing / Commercial/ Institutional in the entire Township. This was further compounded with the non-removal or shifting of the defunct High-Tension lines passing through these lands, which also contributed to the inevitable change in the layout plans.
- m. That the project was not completed within time due to the reason mentioned above and due to several other reasons and

circumstances absolutely beyond the control of the respondent, such as, interim orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble High Court of Punjab & Haryana in CWP No. 20032/2008 whereby ground water extraction was banned in Gurgaon, orders passed by National Green Tribunal to stop construction to prevent emission of dust in the month of April, 2015 and again in November, 2016, adversely effected the progress of the project.

- n. That the complainants are making false frivolous and vague allegations without substantiating the same with any documentary evidence or by producing any corresponding document to prove the same. The Complainants voluntarily with their free will and consent accepted the re-allotment and signed the addendum for the same on 13.09.2012. That due to the reason beyond the control of the respondent, the master layout plan of the project was changed and the respondent was facing lots of challenges to complete the project, in pursuance of which re-allotment was offered to the complainants and reason for the same was also apprised to her. However, the respondent further refused to accept the same.
- o. That the Respondent offered various alternate unit to the complainants, whereas, the complainants with malafide intention of gaining unlawful profits from the respondent did not accept the same at every time and now alleging with the bald allegation on respondent in their complaint.
- p. That the respondent through E-mail asked the complainants to visit the office of the respondent and after the complainants refused to

accept the alternate unit, the respondent was constrained to issue termination of builder buyer agreement to the complainants on 14.11.2018. The respondent vide its letter dated 14.11.2018 stated the reason to the complainants for termination of allotment of unit and that too was in consonance with the clause no. 11.5 of the floor buyer agreement.

- q. That respondent intimated the complainants vide letter dated 14.11.2018 that the respondent company has been facing umpteen roadblocks construction and development works in projects in its licensed lands compromised of the township owing to the initiation of the GAIL Corridor which passes through the same. The concomitant cascading effects of such a colossal change necessitated realignment of the entire layout of the various projects, including plotted/group housing/commercial/institution in the entire township. This was further compounded with the non-removal or shifting of the defunct high-tension lines passing through these lands, which also contributed to the inevitable change in the layout plans.
- r. That unfortunately, owing to significant subsequent events and due to a host of extraneous reasons beyond the control of the Company, Company is unable to execute and carry out all the necessary work for the completion of your unit in the above said project. These subsequent developments have repeatedly marred and adversely impacted the progress of the Company's projects. To further add to the woes of the Company, in addition to the reasons stated above, non-acquisition of sector roads by HUDA to enable accessibility to

the various corners of the project, forceful unauthorised occupation of certain parcels by some farmers coupled with other regular obstructions and impediments beyond the control of the Company have resulted in the Company being unable to deliver. Therefore, in the backdrop of the uncertainties involved as detailed hereinabove and keeping in mind customer/complainant's interests, the Company offered an alternate unit in the same Project, however, the complainant did not accept this alternate option despite our subsequent numerous discussions with the complainant. Thus, the Company is constrained and left with no choice but to terminate the agreement.

- s. That the respondent company under the compelling circumstances beyond the control of the Company, terminated the floor buyer agreement vide letter dated 14.11.2018 and in furtherance of its obligations under the agreement and in order to make up for its inability to deliver in view of the extraordinary circumstances attending upon this unfortunate event, as a bonafide measure, the respondent company was hereby willing to return the principal amount paid by the complainants in respect of the booking along with an interest of 6% per annum calculated thereon till 14.11.2018.
- t. That the complainants were in continuous touch with the company considering the delay in the project and being the customer centric company with good faith, the complainants were offered the reallocation of property at various locations and even refund along

with interest as per the terms and conditions of the agreement. However, the complainant denied all the options.

- u. That being a customer centric company and in good faith the respondent requested the complainants through letter dated 14.11.2018, to get the above refund cheque collected from the office at Vatika Triangle, 5th Floor, Sushant Lok Phase 1, Gurugram, Haryana within 30 days of receipt of the termination letter. But till date complainant has failed to turn up. In spite of collecting refund the complainants have filed this false, frivolous, fictitious and vague complaint before the Authority.
 - v. That the respondent issued the termination letter as per clause 11.5 of the floor buyer agreement dated 29.03.2011. The complainants are not entitled for any other remedy as the respondent is unable to deliver the possession due to unforeseen circumstances beyond the control of the respondent. The complainants themselves failed to accept the alternate unit and now with malafide intention of gaining unlawful profits is engaging a frivolous litigation against the respondent.
 - w. All other averments made in the complaint were denied in toto.
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 parties.

E. Jurisdiction of the Authority:

8. The authority observes that it has complete territorial and 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)

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.

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 complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I. Direct the respondent to withdraw the cancellation of allotment vide letter dated 14.11.2018 and restore the unit.

F.II. Direct the respondent to pay interest at prescribed rate for every month of delay from the due date of possession till the date of actual possession

12. In the present matter, initially the complainants were allotted the plot no. 32, Ground Floor, Street 83 E-16, Block E at sector 83, Gurugram in the project Vatika India Next vide application for allotment dated 21.10.2009. Thereafter a builder buyers' agreement was executed between the parties on 29.03.2011 for a total sale consideration of Rs.24,78,759/-. As per clause 10.1 of the said agreement the respondent was obligated to deliver the possession of the unit within 3 years from the date of execution of the agreement. Accordingly, the due date of possession comes out to be 29.03.2014. The respondent re-allotted the above said unit of the complainants three times without their consent vide letters dated 29.03.2011, 13.09.2012, 29.08.2018 and finally was allotted floor no. Plot no. 2, ground floor, Street 82 E-13, admeasuring 929 sq. ft. super area in the project "Vatika India Next" situated in sector 83, Gurugram vide addendum agreement dated 13.09.2012. That the addendum agreement states that *'all other terms and conditions of the builder buyer's agreement dated 29.03.2011 shall remain unaltered and effective'*. The complainant has filed the present complaint on 11.05.2019 seeking possession of Independent Floor bearing no. Plot no. 2, Street 82 E-13, admeasuring 929 sq. ft. super area or in alternative,

equivalent alternate unit at the same booking rate and delay possession charges as per proviso to section 18 (1) of the Act.

13. The respondent cancelled the subject unit vide cancellation letter dated 14.11.2018 wherein the respondent stated that the said unit is not deliverable due to change in the alignment of the GAIL pipeline and the respondent is ready to refund the amount paid along with simple interest at the rate 6% per annum by invoking clause 11.5 of the BBA. However, the authority observes that the GAIL notification regarding laying of pipeline came out in the year 2009 and thereafter, GAIL granted permission for reducing ROU from 30 mtrs. to 20 mtrs. vide letter dated 04.03.2011 as submitted by respondent in his reply. GAIL notification and permission letter was prior to the execution of addendum to the buyers' agreements. If the unit in question had truly been affected by the GAIL pipeline, it is unlikely that the respondent would have allocated same to the complainant. Therefore, the said cancellation is bad in eyes of law and is hereby set aside.
14. In light of these observations, the respondent is directed to offer an alternative unit at similar location to the complainant at the same rate as per the agreed terms of the subject agreement and handover its physical possession after obtaining occupation certificate/completion certificate from the competent authority.
15. **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.

16. The legislature in its wisdom in the subordinate legislation under the 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.
17. 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., 08.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
18. 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. 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;"

19. 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.
20. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the buyer's agreement. Buyer's agreement dated 29.03.2011 was executed between complainant and respondent in respect of the floor on Plot no. 32, Ground Floor, Sector-83 in the project namely "Vatika India Next" for the total sale consideration of Rs.24,39,696/- plus IFMS of Rs.39,063/-out of which the complainant has paid Rs. 8,84,837/-. Thereafter, the complainant's unit was re-

allotted vide letters dated 29.03.2011, 13.09.2012, 29.08.2018 and finally vide addendum agreement an independent floor was allotted bearing no. plot no. 2, Street 82 E-13, and area was revised from 781 sq. ft. to 929 sq. ft. That the said addendum agreement states that '*all other terms and conditions of the builder buyer's agreement dated 29.03.2011 shall remain unaltered and effective*' By virtue of clause 10.1 of the buyer's agreement executed between the parties on 29.03.2011 the possession of the said unit was to be delivered within a period of 3 years from the date of execution of the builder buyer agreement. Therefore, the due date of handing over possession comes out to be 29.03.2014. The respondent has failed to handover possession of the subject unit till date of this order. Accordingly, it is the failure on the part of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

21. The complainant is also seeking relief of possession. The authority is of the considered view that there is delay on the part of the respondent to offer possession after receipt of the occupation certificate from the competent authority of the allotted unit to the complainant as per the terms and conditions of the builder buyer agreement dated 29.03.2011 executed between the parties. And as per the reasonings as stated above the authority has set aside the termination letter dated 14.11.2018.
22. Accordingly, the respondent is liable to offer alternative unit to the complainants at the same rate as per the agreed terms of subject agreement dated 29.03.2011 and addendum to the agreement on account of its inability to deliver the subject unit. The rationale behind the same is that the allottee purchased the subject unit way back in 2009

and paid the demanded amount in hope to get possession of the allotted unit.

23. 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 complainants are entitled to delay possession charges at prescribed rate of the interest @ 11.10 % p.a. w.e.f. due date of possession i.e., 29.03.2014 till valid offer of possession after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

F.III. Direct the respondent to ensure no further demand is raised on the complainant till the time the entire interest due to the complainant has been adjusted against the additional demands.

24. Since delay on part of the respondent has been established and the complainant is entitled to delay possession charges from the due date of possession i.e., 29.03.2014 till the valid offer of possession after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier at prescribed rate of the interest @ 11.10 % p.a. Therefore, the respondent is directed to adjust the delay possession charges and thereafter issue a demand letter of the amount due, if any.

F.IV. Direct the respondent not to ask anything which has not been agreed between the parties in the buyer's agreement.

25. The authority is of the view that the respondent is directed not to charge anything which is not the part of BBA dated 29.03.2011.

G. Directions of the authority

26. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of

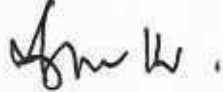
obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- a. The respondent is directed to handover the possession of an alternative unit of same size, similar location and at the same rate and specifications at which the unit was earlier purchased, after obtaining of occupation certificate/CC/part CC from the competent authority as per obligations under section 11(4) (b) read with section 17 of the Act, 2016 within two months from the date of this order and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016.
- b. The respondent is directed to pay the interest to the complainant against the paid-up amount at the prescribed rate i.e., 11.10 % p.a. w.e.f. due date of possession i.e., 29.03.2014 till valid offer of possession after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- c. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the respondent-promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- d. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement.

- e. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
27. Complaint stands disposed of.
28. File be consigned to registry.



(Ashok Sangwan)
Member



(Arun Kumar))
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Date: 08.07.2025

HARERA
GURUGRAM