

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

Complaint no. : 3949 of 2023  
Date of filing : 15.09.2023  
Date of decision : 20.05.2025

Preety Mathur

**Both R/o:** M/s Kumar Furnitures, Behind Old  
Railways Cane Society, Opposite Smeer Gas  
Agency, Rampur, Uttar Pradesh-244901

**Complainant**

Versus

M/s Pyramid Infratech Pvt. Ltd.  
**Regd. office:** House No. 38, Ground Floor, M2K  
White House, Sector 57, Gurugram 122002

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Vijay Kumar Goyal  
Shri Ashok Sangwan

**Chairperson**  
**Member**  
**Member**

**APPEARANCE:**

Sh. Ashwani Kumar (Advocate)  
Sh. Priyanka Aggarwal (Advocate)

**Counsel for Complainant**  
**Counsel for Respondent**

**ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations,



responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the 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.	Particulars	Details
1.	Project name and location	Pyramid Urban Homes-II, Sector 86 Gurugram
2.	Project area	5.2875 acres
3.	Nature of project	Affordable Group Housing
4.	RERA registered /not registered	Registered vide no. 253 of 2017 dated 03.10.2017 valid upto 28.02.2020
5.	DTPC license no. & validity status	License No. 154 of 2014 dated 09.09.2014 valid upto 21.1.2020
6.	Allotment Letter	05.09.2015 (page no 17 of complaint)
7.	Unit No.	705, 7 <sup>th</sup> floor, tower-6 (Page no. 17 of complaint)
8.	Unit area admeasuring	503 sq. ft. (carpet area) (Page no 43 of complaint)
9.	Date of building plan approval	25.05.2015
10.	Environmental clearances	22.01.2016
11.	Possession clause	<i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the date of commencement of project for the purpose of this policy. The licence shall not be renewed beyond the said 4 years period from the date of commencement of project.</i>
12.	Due date of Possession	22.01.2020

		(Due date of possession calculated from the date of environmental clearance dated 22.01.2016)
13.	Sale consideration	Rs. 22,21,639/- (as per Page no. 45 of complaint)
14.	Total amount paid by the complainant	Rs. 22,21,639/- plus Rs.13,561/- (interest) (as per SOA dated 22.10.2020 at page no. 45 of Complaint)
15.	Offer of Possession	22.10.2020 (as per page no. 43 of complaint)
16.	Occupation Certificate	25.09.2020

### B. Facts of the complaint

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

- That the Complainant is a citizen of India by birth and has Constitutional right to invoke the jurisdiction of this Authority.
- That the respondent is a body corporate constituted under the provisions of the Companies Act, 2013 and their project i.e. Pyramid Urban Homes-II, Sector 86 Gurugram falls within the territorial jurisdiction of this Authority.
- That the Government of Haryana, with a view to provide Affordable Housing Policy 2013, which has been further amended time to time.
- That the respondent got approvals from the competent authorities and floated an Affordable housing project called Pyramid Urban Homes-II, Sector 86 Gurugram. The date of commencement of the project which has been already been held by the Adjudicating Officer, HARERA, Gurugram is 22.01.2016.
- That the complainant booked a dwelling unit under the Affordable Housing Policy 2013, in 2015 and was allotted flat no.





705 in tower no.06 in the said project vide allotment letter dated 05.09.2015.

- f. That the respondent is adopting illegal and restrictive trade practices and by abusing its dominant position, has denied to give possession despite having issued offer of possession on the pretext that the complainant has preferred complaint before the Adjudicating Officer, HARERA Gurugram. The respondent has also denied to execute conveyance deed to all those persons who have filed complaint before HARERA. The complainants along with other affected persons, is before DCDRC for getting the justice on this issue. The complaint number before DCDRC is CC/828/2021. The case is still sub-judice. However, it is again confirmed that the issue in this complaint i.e. possession and delay possession charges is not pending before any other Commission/Forum/Court/Authority.
- g. That there were so many non-compliances to the Policy, the complainant approached a voluntary consumer association named Fight Against Injustice Forum. The said association filed a complaint on behalf of 30 aggrieved persons; including the complainant vide number 2884/2021 before the Adjudicating Officer. The complainant received copy of order on the 22.09.2022.
- h. That the Policy was framed with intent to encourage the planning and completion of Group Housing Projects wherein apartments of 'pre-defined size' are made available at 'pre-defined rates' with a 'targeted time frame'. So there is everything predefined under the Policy. Neither the complainant nor the

builder has any discretion. This being a Policy cannot be overridden by any indenture unless amended by the Government of Haryana.

- i. The Policy, with a view to control delay in completion and delay in offering the possession incorporated a mandatory, non-negotiable clause (1)iv, reproduced hereunder:-

*"All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the date of commencement of project for the purpose of this policy. The licenses shall be not renewed beyond the said 4 years period from the date of commencement of project."*

- j. That the project must be completed within a period of 4 years from the date of approval of building plan or grant of environmental clearance, whichever is later, which in this case is 22.01.2016.
- k. That the buildings plans were approved on 25.05.2015 (building plan approval ZP-1068/AD (RA) 2015/8502) and the environment clearance was issued on 22.01.2016. Out of both, the later date is 22.01.2016. Hence, the date of the commencement of the project is 22.01.2016. The project was required to be completed and possession was to be offered on or before 22.01.2020.
- l. The respondents are unnecessarily taking pleas of Covid-19 which was effective from 25.03.2020, much after the stipulated

date of completion. As such the respondent cannot take benefit of zero period.

- m. The date of offer of possession as per letter dated 22.10.2020 is 07.12.2020. However, the respondent refused to give possession on the pretext that the complainant ha filed a complaint before the Authority.
- n. That the complainant deposited all due and visited their office, they refused to give possession to the complainant and asking for holding charges.
- o. The respondent vide its email dated 17.07.2023 denied that they never refused to hand over the possession. Further they demanded holding charges.

**C. Relief Sought:-**

- a. To direct the respondent to pay delay possession charges to the complainant from 22.01.2020 till actual date of possession.
  - b. Direct the respondent to pay litigation cost of rs.30,000/- to the complainant.
4. 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. Application on behalf of the respondent for dismissal of the complaint**

5. The respondent has contested the complaint on the following grounds.
- a. That the present complaint has been filed without application of mind to the actual factual matrix, circumstances and controversy

involved in the case at hand and is liable to be dismissed in the interest of justice.

- b. That the complainant is seeking delay possession charges along with possession. The complainant approached this Authority with unclean hands and has tried to mislead the Authority by making false and incorrect averments and stating untrue and/or incomplete facts and, as such, is guilty of '*supressio veri suggestion falsi*'. The complainant has suppressed and/or mis-stated the facts and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. The complainant has committed fraud upon this Authority by mis-stating the material facts that the complainant has already filed a similar complaint before DCDRC vide complaint no. CC/828/2021 which is listed for 25.01.2024. on this ground alone, the complaint is liable to be dismissed.
- c. That the complainant deliberately hidden the facts that the order dated 09.09.2022, passed by the Ld. Adjudicating Officer in complaint no. 2884/2021, is pending in appeal before the Hon'ble Appellate Tribunal vide appeal no. 29 of 2023. The main issue was that the complainant (Fight Against Injustice), does not fall in the definition of Allottees, Promoter, Agent and RWA, thus, have no locus standi to file complaint under section 31 of the RERA Act. The complainant is liable to be dismissed.
- d. That the complainant is doing nothing but forum shopping and trying to find different ways to harass the respondent. At first, the complainant filed the complaint before the Adjudicating Authority seeking various reliefs including Delayed possession charges &



possession. Thereafter, the complainant again filed a complaint before the DCDRC in the year 2021, during the pendency of the first case itself, and now the complainant is again approaching this Authority, claiming the same reliefs, despite being fully aware that the order dated 09.09.2022, passed by the Adjudicating Authority in Complaint no. 2884 of 2021, is pending in appeal before the Hon'ble Appellate Tribunal vide Appeal no. 29 of 2023. The complainant has no locus standi to file the present complaint as it is strictly against the principle of Res-Subjudice. The complainant shall be strictly held liable for wasting the precious time of this Authority for her own whims & fancies.

- e. That the malafide intentions of the complainant are also evident from the fact that on one hand, the complainant is filing multiple complainants seeking possession of the unit in question, however, herself is wilfully not coming forward to take over the possession of her unit which was offered way back on 22.10.2020. The complainant is trying to create a fictitious story without any evidentiary proof to support her claim that she has ever been denied possession by the respondent company. The respondent company has no reason to withhold the possession of the unit in question as it is only causing loss to the respondent company in maintaining the unit.
- f. That the complainant is deliberately delaying in taking over the possession of unit, which was already offered to her way back on 22.10.2020 after obtaining OC, being blindsided by the greed of seeking unjust delayed possession charges by misusing the due process of law.





- g. That the well drafted BBA was executed between the parties on 07.11.2023 in accordance with the prescribed format so due date of possession, force majeure clause, execution of conveyance deed and holding charges are valid clauses which clearly indicate the delay in taking possession and other violation committed by the complainant. The complainant is also well aware of these facts and thus, has wilfully not attached or disclosed the BBA.
- h. That having agreed to the above, at the stage of entering into the agreement, and raising vague allegations and seeking baseless reliefs beyond the ambit of the agreement, the complainant is blowing hot and cold at the same time which is not permissible under law as the same is in violation of the "*Doctrine of Approbate & Reprobate*". The respondent reserves their right to refer to and rely upon decisions of the Hon'ble Supreme Court at the time of arguments, if required. Therefore, in light of the settled law, the present complaint is liable to be dismissed
- i. That the complaint is neither maintainable nor tenable and is liable to be out-rightly dismissed. The buyer's agreement was executed between the complainant and the respondent on dated 07.11.2015. Thereafter, the respondent had offered possession and with mutual consent, the complainant took the possession. That vide present complaint under reply the complainant sought the delayed possession charges of the unit in question along with the compensation and interest thereon on the pretext that the respondent failed to complete construction on time. Since the BBA constitutes the foremost basis of relationship between the parties, both the parties are bound by the terms and conditions of the

same and the clause of the same shall read as whole and no clause shall be read in isolation. The complainants while alleging that the respondent has delayed the project chose selective reading of the clauses of the BBA. The clause 3 read with clause 15 of the BBA evince the timelines for the possession whereby it has been agreed by the complainant that the respondent proposes to handover possession within 48 months from the date of commencement (22.01.2016) subject to force majeure, as defined in clause 15 of the BBA. Despite all force majeure circumstances and due date of possession as per the agreement, the respondent has duly completed the construction of project as well as of the tower in which the unit is located has been completed before the due date of possession but due to outbreak of Covid 19 Competent Authority given the Occupancy certificate on dated 25.09.2020 which was applied on 19.09.2019. After receiving of Occupancy Certificate respondent was offered possession of the said unit on 22.10.2022.

- j. That the Complainants have no locus standi as there is no violation of the provisions of the RERA Act nor there has been any unjust delay in offering possession by the respondent. It is a well-known fact that the projected timelines for possession under Affordable Housing policy are based on date of statutory approvals. It was not in the contemplation of the respondent that the force majeure would occur and the construction was also affected on account of the NGT order prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government authority. That vide its order NGT placed sudden ban on the entry

of diesel trucks which were older than ten years and said that no vehicle from outside or within Delhi will be permitted to transport any construction material. Since the construction activity was suddenly stopped, after the lifting of the ban it took some time for mobilization of the work by various agencies employed with the Respondent

- k. Furthermore, the construction of project was halted on several times in direction of NGT and Environment Pollution (Prevention and Control) Authority, EPCA, expressing alarm on severe air pollution level in Delhi-NCR issued press note vide which the construction activities were banned within the Delhi-NCR region. The ban commenced from 08.11.2016 till 16.11.2016, and similar order passed in 09.11.2017 to 17.11.2017 & 31.10.2018 and was initially subsisted till 10.11.2018 whereas the same was further extended till 12.11.2018.
- l. Thereafter, the Hon'ble Supreme Court of India on 04.11.2019, while deciding the matter of "**M.C. Mehta v. Union of India**" banned all the construction activities. The said ban was partially lifted by the Hon'ble Supreme Court on 09.12.2019 whereby relaxation was accorded to the builders for continuing the construction activities from 6:00 am to 6:00 pm Thereafter, the complete ban was lifted by the Hon'ble Apex Court on 14.02.2020.
- m. That the construction of the project was going on in full swing, however, the changed norms for water usage, not permitting construction after sunset, not allowing sand quarrying in Faridabad area, shortage of labour and construction material, liquidity etc., were the reasons for delay in construction and after



that, the Government took long time in granting Occupancy Certificate owing to its cumbersome process. Furthermore, the construction of the unit was going on in full swing and the respondent was confident to hand over the possession of unit before due date. However, it be noted that due to the sudden outbreak of the coronavirus (COVID 19), from past 2 years construction came to a halt and it took some time to get the labour mobilized at the site. The construction was completed and the respondent was confident to handover possession of the unit in question by January 2020. However, it be noted that due to the sudden outbreak of the coronavirus (COVID 19), Competent Authority Keep pending the application of OC approx. 1 year.

- n. That the complainant approached the respondent and booked the unit under Affordable Housing policy 2013 in 2015 and received the allotment of unit no. 705 in Tower 06, area admeasuring 503.41 sq. ft. in the project Urban Homes- II Sector 86 Gurugram. Subsequently, BBA was executed between the parties on 07.11.2015. the promoter received the environment clearance in 22.01.2016 and registered the project in RERA on dated 03.10.2017. As per the registration certificate, the due date of possession was 28.02.2020. Due to Covid 19 outbreak, the Hon'ble Authority extended the due date for a period of 6 months. The due date of possession was 28.08.2020. (Registration extended by six months by invoking 'force majeure' clause vide Order No.9/3-2020 HARERA/GGM(Admn.) dated 26.05.2020). In the Matter of Sanjay Lakra v/s SS Group (Complaint no.4359 of 2021), the Authority had given the 6 months grace period for Covid-19





outbreak. The respondent completed the construction work before the due date of possession and had applied for Occupancy certificate on dated 19.09.2019 but due to lockdown and outbreak of Covid-19, the Competent Authority issued the Occupancy certificate 1 year later, i.e., on 25.09.2020.

- o. The respondent has already completed the construction before the due date of possession and applied for Occupancy Certificate on dated 19.09.2019 and finally obtained the Occupation Certificate dated 25.09.2020 of the said tower in which the unit allotted to the complainant is located. The respondent thereafter offered the possession of the unit to the complainants dated 22.10.2020 after the receipt of Occupation Certificate.
  - p. That the complainants are wilfully not taking over the possession of the unit due to ulterior motives and thus be held liable to pay holding charges as per the terms of the BBA.
6. 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.
7. The respondent has filed the written submissions on 27.03.2024 which is taken on record. The authority has considered the same while deliberating upon the relief sought by the complainants.

**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**

9. 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**

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) 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.*

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 To direct Respondent to give delay possession charges from the due date of offer of possession till the actual handing over of physical possession.**

12. In the present matter, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Section 18(1) proviso read 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."*

*(Emphasis supplied)*

13. Clause 5(iii)(b) of Affordable Housing Policy 2013, provides for handing over of possession and is reproduced below:

*"All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the date of commencement of project for the purpose of this policy. The licence shall not be renewed beyond the said 4 years period from the date of commencement of project "*

14. **Due date of possession and admissibility of grace period:** As per Affordable Housing Policy 2013, the possession of the allotted unit was supposed to be offered within a stipulated period of 4 years from the approval of building plans or grant of environmental clearance, whichever is later. The due date of possession is calculated from date of environmental clearance i.e., 20.02.2015 being later. As far as the plea of respondent regarding grace period is concerned the same are devoid

of merit since the orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such delay in the completion. Further, the plea regarding covid-19 is also declined by the Authority as the extension of 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 was for the project where the due date of possession was between 25.03.2020 till 24.09.2020. But the due date of possession is 22.01.2020 which is prior to above mentioned period and hence no relaxation on account of Covid is admissible. Thus, the promoter respondent cannot be given any leniency based on the aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong. Hence the due date of possession comes out to be 22.01.2020.

15. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the 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]

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 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.
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., 20.05.2025 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(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:
- "(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*  
*Explanation. —For the purpose of this clause—*  
*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 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. The respondent its reply has contended that the complainant filed complaint before the DCDRC bearing no 828 of 2021 accordingly the present complaint is not maintainable before this Authority. The Authority observes that the complaint was partly admitted and partly denied by the Commission. It is evident that the complaint no. 828 of 2021 has been disposed of vide order dated 01.10.2024 wherein the said Commission denied the compensation on the ground that the complainant have already approached appropriate RERA Authority regarding said relief. The relevant para of order dated 01.10.2024 is reproduced herein under for the ready reference;-

*"The complainants cannot be held entitled to any compensation as they themselves have approached the other appropriate authority i.e. HRERA, Gurugram, thereby, raising the objections with respect to the execution of the conveyance deed in their favor by the OP-builder. However, the complainants are hereby awarded litigation expenses to the tune of Rs.33,000/-."*

21. In view of the above, the present complaint is admissible before the Authority.
22. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of Affordable Housing Policy 2013, the possession of the subject unit was to be delivered within stipulated time i.e., by 22.01.2020. The respondent has failed to

handover possession of the unit till the due date of possession. Accordingly, it is the failure of respondent to fulfil its obligations and responsibility as per provisions to hand over the possession within the stipulated period. Further, OC has been granted to the project on 25.09.2020 and the possession was offered on 22.10.2020.

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/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the due date of possession i.e., 22.01.2020 till the date of valid offer of possession i.e. 22.10.2020 plus 2 months i.e. 22.12.2020 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.

#### **F.II Litigation cost.**

24. The complainant is seeking relief w.r.t. litigation cost in the above-mentioned relief. The Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. Vs state of UP & Ors*, has held that an allottee is entitled to claim compensation & litigation charges under section 12, 14, 18 & 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expenses shall be adjudged by the Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation & litigation expenses. Therefore, claiming compensation under section 12,14, 18 & 19 of the Act, the complainant may file a separate complaint before the Adjudicating Officer under Section 31 read with section 71 of the Act and Rule 29 of the rules.

**G. 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):
- The respondent is directed to pay interest at the prescribed rate of 11.10% p.a. for every month of delay from due date of possession i.e., 22.10.2020 till offer of possession plus 2 months i.e. 22.12.2020 or actual handing over of possession whichever is earlier.
  - The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - The respondent shall not charge anything from the complainant which is not the part of policy of 2013.
  - The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.
26. Complaint stands disposed of.
27. File be consigned to registry.

  
(Ashok Sangwan)  
Member  
(Vijay Kumar Goyal)  
Member  
(Arun Kumar)  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.05.2025