

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

Complaint No. : 3189 of 2019
Date of filing : 04.12.2019
Date of Order : 05.08.2025

1. Ms. Renu Garg
2. Ms. Surabhi Garg

Both R/o : E-042, The Icon, DLF-S, Sector-43,
Gurugram – 122009 (Haryana)

Complainants

Versus

Pioneer Urban Land & Infrastructure Ltd.
Corporate Office: Paras Downtown Centre, 7th
Floor, Sector 53, Golf Course Road, Gurugram,
Haryana – 122002

Respondent

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member**

APPEARANCE:

Shri Sukhbir Yadav (Advocate)
Shri Mohit Arora (Advocate)

**Complainants
Respondent**

ORDER

1. The present complaint dated 04.12.2019 has been filed by the complainants/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as *the Act*) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as *the Rules*) for violation of

Section 11(4)(a) of the Act, wherein it is prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale executed inter se.

A. Unit and project related details

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

S. No.	Heads	Information
1.	Project name and location	Pioneer Park (Presidia), Sector - 62, Golf Course Extn. Road, Gurugram
2.	Project area	24.606 acres
3.	Nature of project	Group Housing Colony
4.	DTCP License No. & validity	242 of 2007 valid up to 24.10.2017; 268 of 2007 dated 03.12.2007 valid up to 02.12.2024
5.	Name of licensee	Pioneer Urban Land and Infrastructure Ltd. & 4 others
6.	RERA registration	Registered, No. 69 of 2017 dated 18.08.2017
7.	Date of the Allotment letter with Original Allottee.	22.01.2010 (As per page no. 34 of the reply)
8.	Unit No.	TD-401, 4th Floor (As per page no. 34 of the reply)
9.	Unit size	2420 sq. ft. (As per page no. 34 of the reply)
10.	Date of Buyer's Agreement with original Allottee.	21.05.2010 (As per page no. 34 of the complaint)
11.	Date of Endorsement made in the name of the complainants	30.01.2013 (As per page no. 62 of the complaint)

12.	Total consideration	Rs. 1,22,66,040/- (As per page no. 38 of the complaint)
13.	Total amount paid	Rs. 1,36,13,590/- (As per page no. 81 of the reply)
14.	Due date of possession	21.11.2013 (36 months + grace period of 180 days from date of agreement) (As per page no. 43 of the complaint)
15.	Date of possession letter	14.02.2019 (As per page no. 65 of the reply)
16.	Date of Conveyance Deed	30.04.2019 (As per page no. 81 of the reply)
17.	Occupation Certificate	Received for Tower D on 14.02.2019 (As per page no. 28 of the reply)

B. Facts of the complaint:

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

- I. That the complainants are filing the present complaint against the respondent aggrieved with the non-performance of flat buyer's agreement dated 21.05.2010 and subsequent acts of the respondent by which the respondent completely failed to answer the queries of the complainants and also failed to pay delay charges as per provisions of RERA. The respondent willfully, deliberately and intentionally failed to comply it's part of agreement and failed to deliver possession of the booked apartment to the complainants in agreed period of time.
- II. That the respondent herein is the developer company who is engaged in development and construction of building and group housing society. The respondent assured and confirmed that the respondent is having all authorities, permissions and entitlement to develop the project namely "PRESIDIA" situated at Sector-62, Gurugram, Haryana.

- III. That the complainants were looking for a suitable accommodation for themselves and their family. Seeing the project brochures and project specifications, the complainants booked an apartment bearing unit No. TD-401, measuring super area 2420 sq. ft. in the project "PRESIDIA" which is being developed by the respondent herein.
- IV. That initially, the buyer's agreement was executed between the respondent and Ankur Jain on 21.05.2010 with respect to the above apartment. Subsequently, above apartment was allotted to Shivji Ram Mehta & both the complainants vide endorsement dated 21.01.2012 on same terms and conditions. Later on, name of Sh. Shivji Ram Mehta was deleted and endorsement made vide dated 30.01.2013 in favour of both the complainants on same terms and conditions. The said endorsements are part of the Buyer's Agreement.
- V. That the agreed sale consideration of the above apartment was Rs. 1,22,66,040/- (Rupees one crore twenty-two lakh sixty-six hundred forty only) + IBMS, stamp duty & registration charges along with club membership of Rs. 75,000/-. The above sale consideration is duly mentioned in annexure -iii and the same is part of the buyer's agreement dated 21/05/2010.
- VI. That the possession of the apartment was to be handed over by 21/05/2013 but the respondent deliberately and intentionally failed to hand over possession of the apartment within stipulated period of time without explaining the reason for delay to the complainants.
- VII. That respondent offered possession of the apartment to the complainants vide offer of possession letter dated 14.02.2019. It is

necessary to submit that the respondent issued possession letter on the date of issue of OC itself which shows extra ordinary haste on the part of the builder to cut its own loss (compensation for delay in delivery). The respondent has not paid delay charges to the complainants as per provisions of RERA.

- VIII. That the demand raised by the respondent vide letter dated 14/02/2019 was not as per buyer's agreement and the respondent has raised various demands on different heads which were not part of the agreement. Following demands made by the respondents in its demand letter dated 14.02.2019 were not legitimate.
- IX. That after receipt of the letter for offer of possession, the complainants wrote to the respondent various mails and reminders asking for certain documents/clarifications on the demand made.
- X. The respondent without answering to the queries of the complainants, sent mail dated 26.02.2019 calling the complainants for discussion. The complainants visited the office of respondent but the respondent did not answer the queries of the complainants.
- XI. That vide mail dated 04.03.2019, the respondent asked the complainants to clear the dues before 07.03.2019. On same day i.e. 04.03.2019, the complainants wrote the respondent, reminding him to provide documents/clarifications and complainants compulsion to pay under duress was brought out so as not to delay the possession further.
- XII. That again vide letter dated 07.03.2019, the complainants informed the respondent that the complainants are making the payment as the last date for clearing the dues as per demand is 07.03.2019.

However, the complainants have made the said payment under duress without giving up their legal claim as available under the law.

- XIII. That vide letter dated 26.03.2019, the complainants have provided documents required for executing conveyance deed, payments of stamp duty etc., again reminding the respondent to reply on points already raised seeking refund of extra payments taken from the complainants.
- XIV. That the complainants again wrote mail to the respondent stating therein that the terms of conveyance deed are one sided and do not protect the interests of the buyer. The complainants further stated about the dominating position of the respondent and raised protest for their entitlement of redressal of the issues raised.
- XV. That again vide mail dated 18.05.2019, the complainants raised objection on one-sided maintenance agreement raised, asking the Respondent to install geysers and confirm readiness of the unit. In the said mail, the complainants also demanded to settle the issues raised.
- XVI. That vide mail dated 02.06.2019, the complainants again informed the respondent that they do have their claims such as compensation for delay, wrong charge of GST etc. for which they are taking legal recourse.
- XVII. That vide mail dated 02.06.2019, the complainants sent a notice to the respondent asking him to settle the issues within 15 days failing which the complainants shall file the case with this hon'ble authority and GST authorities enclosing the items of claim.
- XVIII. That vide mail dated 12.06.2019, the respondent informed the complainants that the apartment is ready without clarifying and

without settling the issues raised in previous mails, communications and notice.

- XIX. That vide mail dated 19.06.2019, the complainants informed the respondent that they intend to take possession on 24.06.2019 bringing out again that notwithstanding the terms of possession letter which the respondent is asking to sign as a precondition to giving possession, the complainants categorically reiterated that they are having claims against the respondent and shall approach appropriate authorities for seeking refund of extra payments taken from the complainants and compensation for delay as per HARERA.
- XX. That Complainants have signed possession letter by adding remarks that the possession is being taken subject to legal rights as conveyed earlier/future.

C. Relief sought by the complainants:

- 1) Direct the respondent to pay delay charges/interest.
- 2) Direct the respondent to pay litigation cost to the complainants.
4. Any other relief or order that this Ld. Authority deems fit and proper in favour of the complainants. 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:

5. The respondent has contested the complaint on the following grounds:
 - a. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. It is pertinent to mention that the company has

already received the occupancy certificate for the tower in question and also offered possession to the complainants. Moreover, the possession has been already taken by the complainants and the conveyance deed already registered.

- b. That the complainants have filed the present complaint seeking interest and compensation for alleged delay in delivering possession of the apartment booked by the complainants. It is respectfully submitted that complaints pertaining to possession, compensation and refund are to be decided by the Adjudicator under Section 71 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act" for short) read with Rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017, (hereinafter referred to as "the Rules") and not by this Hon'ble Authority. The present complaint is liable to be dismissed on this ground alone.
- c. That the complainants have no locus standi or cause of action to file the present complaint. As per Clause 48 of the Buyers Agreement, "If, however the completion of the building is delayed by force majeure circumstances, then the intending allottee agrees that the developer shall be entitled to the extension of time of delivery of the possession of the said apartment." 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 21.05.2010, as shall be evident from the submissions made in the following paras of the present reply.
- d. That the application for issuance of occupation certificate in respect of the said unit was made on 29.11.2018. The occupation certificate

- has been thereafter issued on 14.02.2019. Occupancy certificate for tower d of presidia had been received on 14.02.2019 vide memo No. ZP-338-C-VOL-1/AD(RA)2019/4382.
- e. That it is pertinent to mention that the said project is registered under RERA Act, 2016 and HRERA Rules, 2017 (Registration no. 69 of 2017 dated 18.08.2017) and the date of completion as per the RERA Registration is 30.12.2019. However, the occupancy certificate of the tower in question has been already received within the timeframe of the RERA Registration.
 - f. That apartment bearing no. D-401 on the 04th Floor of Tower-D in the project known as PRESIDIA at Sector 62, Golf Course Extension Road, Gurgaon (hereinafter referred to as the 'said project') being developed by the respondent and having a tentative super area of 2590 sq. ft. (approx.) along with parking space for two cars had been allotted to the complainants vide allotment letter dated 22.01.2010.
 - g. It is pertinent to mention that before executing the aforesaid agreement, the complainants had made detailed and elaborate enquiries with regard to capacity, competence and capability of the respondent to undertake the conceptualization, promotion, construction, development and implementation of the residential group housing project. Only after being fully satisfied in all respects did the complainants take the informed and well thought of decision to purchase the said unit.
 - h. That the complainants were offered possession of the above-mentioned unit through letter of offer of possession dated 14.02.2019. The complainants were called upon to remit balance payment including delayed payment charges/interest and to

complete the necessary formalities/documentation necessary for handover of the said unit to the complainants. However, the complainants did not take any steps to complete the necessary formalities or to pay the balance amount payable by them.

- i. That only such allottees, who have complied with all the terms and conditions of the Buyer's Agreement dated 21.05.2010 including making timely payment of instalments are entitled to receive compensation under the Buyer's Agreement. In the case of the complainants, the complainants had delayed payment of instalments and is consequently not eligible to receive any compensation from the Respondent. In spite of the same, the respondent, in good faith, has already credited compensation in the complainants account to the tune of Rs. 1,311,559/- (penalty at the rate of Rs. 10/- per square feet per month as per Clause 11.5 of Buyer's Agreement dated 21.05.2010) on 14.02.2019.
- j. That Clause 11.5(i) of the buyer's agreement dated 21.05.2010 provides that compensation for any delay in delivery of possession would only be given to the applicant subject to the applicant having fulfilled his part of the obligations as per the terms of allotment of the buyer's agreement. clause 11.6 of the buyer's agreement dated 21.05.2010 further provides that under no circumstances shall the possession of the allotted unit be given to the allottee(s) unless and until the allottee(s) has made full payment of the sale consideration to the respondent and all other dues payable under the buyer's agreement dated 21.05.2010 have been remitted to the respondent. Moreover, the respondent is not liable to deliver the possession of the allotted unit to the complainants until all the obligations duly

imposed under buyer's agreement dated 21.05.2010 have been fulfilled by the complainants to the complete satisfaction of the developer (respondent).

- k. That, however, instead of seeing reason and clearing their outstanding dues and taking possession of the said unit, the complainants have proceeded to file the present false and frivolous complaint.
- l. That the complainants have assailed clauses of the buyer's agreement after more than 6 (six) years. it is submitted that the complaint in this regard is grossly barred by limitation. without admitting or acknowledging the truth or correctness of the frivolous allegations levelled by the complainants and without prejudice to the contentions of the respondent, it is respectfully submitted that this Hon'ble Authority does not have jurisdiction to adjudicate upon the legality and correctness of the contents and due execution of the buyer's agreement.
- m. That in a completely unforeseeable ruling by the Hon'ble Supreme Court of India dated 08.05.2009, the Hon'ble Apex Court suspended all the mining operations in the Aravalli hill range falling in state of Haryana within the area of 448 sq. kms. approx. in the district of Faridabad and Gurgaon including Mewat. This ban by the Hon'ble Apex Court, led to a situation of scarcity of the sand and other materials which were derived from the stone crushing activities, which directly affected the construction schedules and activities of the respondent.
- n. That it is submitted by the respondent herein that such acute shortage of labour, water and other raw materials or the additional

permits, licenses, sanctions by different departments, severely affected the real estate and these reasons were not in control of the respondent and were not at all foreseeable at the time of launching of the project and commencement of construction of the complex. The respondent cannot be held liable for things that were/are not in control of the respondent.

- o. That it is pertinent to mention that the agreement has formulated a device of resolution of the disputes which ought to have been invoked by the complainants, if they were aggrieved in the manner alleged in the complaint. It is submitted that without exhausting the remedies available under the agreement, the present frivolous complaint has been filed by the complainants.
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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

7. The respondent has raised a preliminary submission/objection the Authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

question is situated within the planning area of Gurugram district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent Authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

8. 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 the respondent to pay delay possession charges.

9. It is pertinent to mention here that the matter was disposed by the authority vide order dated 12.03.2020 wherein the authority denied the delay possession charges since the delay possession charges were settled at the time of execution of the conveyance deed. Thereafter, an appeal was preferred by the complainants before the appellate

tribunal with the appeal number 12 of 2021. That the Hon'ble Tribunal, vide its order dated 14.01.2025, was pleased to set aside the impugned order and remanded the matter back to the Authority for fresh adjudication. The Hon'ble Tribunal, while remitting the matter, specifically directed that the Authority shall decide the same afresh in accordance with law, keeping in view the principles laid down in **Arifur Rahman Khan's case**. The authority has heard the matter during the proceeding dated 22.04.2025 and 08.07.2025.

10. The complainants have booked a unit area admeasuring 2590 sq. ft. in the project of the respondent named "Pioneer Park (Presidia)", Sector 62, Gurugram by making a payment of Rs 1,36,13,590/-.
11. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed
(Emphasis supplied)

12. The complainants have paid full amount of Rs.1,36,13,590/- against the sale consideration of Rs.1,22,66,040/- for the unit in question to the respondent.
13. After perusal of the record and pleading advanced by the parties, the authority is of the view that mere execution of the conveyance deed does not preclude the allottees from exercising their statutory rights under the act, 2016. It is clear that on execution of a sale/ conveyance

deed, only the title and interest in the said immovable property (herein the allotted unit) is transferred. However, the conveyance deed does not mark an end to the liabilities of a promoter since various sections of the Act provide for continuing liability and obligations of a promoter who may not under the garb of such contentions be able to avoid its responsibility.

14. From above, it can be said that the taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the builder buyer's agreement and upon taking possession, and/or executing conveyance deed, the complainants never gave up their statutory right to seek delayed possession charges as per the provisions of the said Act. Also, the same view has been upheld by the Hon'ble Supreme Court in case titled as ***Wg. Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now Known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020***, the relevant paras are reproduced herein below:

"34 The developer has not disputed these communications. Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into a pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their right to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their title to the flats for which they had paid valuable consideration. In this backdrop, the simple question which we need

to address is whether a flat buyer who seeks to espouse a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position which the NCDRC has espoused. We cannot countenance that view.

"35. The flat purchasers invested hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeking a Deed of Conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."

15. The allottees have invested their hard-earned money and there is no doubt that the promoter has been enjoying benefits of and the next step is to get their title perfected by executing a conveyance deed which is the statutory right of the allottee. Also, the obligation of the developer – promoter does not end with the execution of a conveyance deed. The essence and purpose of the Act was to curb the menace created by the developer/promoter and safeguard the interests of the allottees by protecting them from being exploited by the dominant position of the developer which he thrusts on the innocent allottees. Therefore, in furtherance to the Hon'ble Apex Court judgement and the law laid down in the **Wg. Cdr. Arifur Rahman (Supra)**, this authority holds that even after execution of the conveyance deed, the

complainants/allottees cannot be precluded from their right to seek delay possession charges from the respondent-promoter.

- 16. Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate as per the Act of 2016. Section 18 provides that where the allottees does not intend to withdraw from the project, they 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.

17. 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.
18. 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., 05.08.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
19. 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;"*

20. On consideration of the documents available on record and submission 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 clause 3 of the buyer's agreement executed between the parties on 21.05.2010, the due date of possession as per buyer's agreement was 21.11.2013. Occupation certificate was granted by the concerned authority on 14.02.2019 and thereafter, the possession of the subject unit was offered to the complainants on 14.02.2019. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 21.05.2010 to hand over the physical possession within the stipulated period.

F. II Direct the respondent to pay litigation cost to the complainants.

21. The complainants are seeking relief w.r.t litigation in the aforesaid relief, Hon'ble Supreme Court of India in civil appeal titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.***



held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

G. Directions of the Authority:

22. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the Authority under Section 34(f):

- i. The respondent is directed to pay delayed possession charges along with the prescribed rate of interest i.e. 11.10 % per annum from the date for handing over the possession i.e. 21.11.2013 till the offer of possession i.e., 14.02.2019 after the grant of Occupation Certificate plus 2 months or actual handing over the possession whichever is earlier.

23. Complaint stands disposed of.

24. File be consigned to registry.


(Ashok Sangwan)

Member



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 05.08.2025