



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

Date of Decision: 25.07.2025

NAME OF THE BUILDER		DELURIS BUILDTECH INDIA PRIVATE LIMITED	
PROJECT NAME		"ZARA ROSSA"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/764/2024	Sudhir Verma V/S Deluris Buildtech India Private Limited	Shri Sunil Kumar (Advocate) Ms. Ankur Berry (Advocate)
2.	CR/1354/2024	Tanajit Dutta V/S Deluris Buildtech India Private Limited	Shri Sunil Kumar (Advocate) Ms. Ankur Berry (Advocate)

CORAM:

Shri Vijay Kumar Goyal

Member

ORDER

1. This order shall dispose of two complaints titled as above filed before this authority 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 there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Zara Rossa" (Affordable Group Housing Colony) being developed

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by the same respondent/promoter i.e., M/s Deluris Buildtech India Private Limited. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges along with interest and other.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

Project Name and Location	Deluris Buildtech India Private Limited at "Zara Rossa" situated in Sector- 112, Gurugram.							
Project Area DTCP License No.	5.00 Acres 07 of 2016 dated 28.06.2016							
RERA Registered	Registered Vide registration no. 82 of 2017 dated 23.08.2017							
Possession Clause: - 7. Possession 7.1	<i>"Within 3-months from the date of issuance of Occupancy Certificate, the Promoter shall offer the possession of the Said Flat to the Allottee. Subject to the Force Majeure circumstances, receipt of Occupancy Certificate and Allottee having timely complied with all its obligation, formalities or documentation, as prescribed by the Promoter in terms of this Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Promoter shall offer possession of the Said Flat to the Allottee within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later ("Commitment Period").</i>							
Date of approval of building plans: -	11.11.2016.							
Date of environment clearance: -	30.11.2017.							
Due date of possession: -	30.05.2022 <i>(Note: Due date to be calculated 4 years from the date of environment clearance i.e., 30.11.2017 being later including grace period of 6 months due to covid-19)</i>							
Occupation certificate: -	14.05.2024							
Sr.	Complaint no. /	Unit no.	Date	of	Status	of	Total	sale



No.	Title/ Date of Filing / Reply	and area	builder buyer agreement	Possession	consideration and amount paid
1.	CR/764/2024 Sudhir Verma V/S Deluris Buildtech India Private Limited DOF 14.03.2024 Reply 20.09.2024	07, 3 rd floor, Tower-02 539 sq. ft. (Carpet area) & 50 sq. ft. (balcony area)	02.08.2019	Due date of possession: 30.05.2022 OFP: 19.05.2024	TSC: - Rs. 21,82,200/- (page no. 41 of the complaint) AP: - Rs. 25,55,903/- (page no. 17 of the complaint)
2.	CR/1354/2024 Tanajit Dutta V/S Deluris Buildtech India Private Limited DOF 22.04.2024 Reply 01.10.2024	08, 8 th floor, Tower-03 513.90 sq. ft. (Carpet area) & 57 sq. ft. (balcony area)	16.05.2018	Due date of possession: 30.05.2022 OFP: 19.05.2024	TSC: - Rs. 20,84,100/- (page no. 41 of the complaint) AP: - Rs.,22,45,107/- (as alleged by complainant)

The complainants in the above complaint(s) have sought the following reliefs:

1. Direct the respondent to handover the legal and valid possession of the unit.
2. Direct the respondent to pay delayed possession charges at the prescribed interest per annum from the due date of possession till physical possession.
3. Direct the respondent not to charge anything from the complainant which is not part of buyer's agreement.
4. Direct the respondent to complete the construction as per approved layout plan and all the amenities as promised in the brochure and to the complainant.
5. Direct the respondent to pay litigation cost.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing complaint
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)
OFP	Offer of possession



4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/764/2024 titled as Sudhir Verma V/S Deluris Buildtech India Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	Zara Rossa, Village Bajghera, sector-112, Gururgram
2.	Nature of the project	Affordable group housing
3.	Project area	5.0 acres



4.	DTCP License no. and validity	07 of 2016 dated 28.06.2016
5.	RERA registered/not registered and validity	Registered vide no. 82 of 2017 dated 23.08.2017
6.	Unit no.	7, type-2BHK, 3 rd floor, tower-2 [Page 41 of complaint]
7.	Unit area admeasuring	539.30 sq. ft. [carpet area] 50 sq. ft. [balcony area] [Page 31 of complaint]
8.	Date of allotment	01.03.2018 [Page 29 of complaint]
9.	Date of Agreement to Sale	02.08.2019 [Page 31 of complaint]
10.	Environment Clearance	30.11.2017 [Page 18 of reply]
11.	Approval of building plan	11.11.2016 [Page 33 of complaint]
12.	Possession clause	<i>7. POSSESSION OF THE SAID FLAT</i> <i>7.1. Within 3-months from the date of issuance of Occupancy Certificate, the Promoter shall offer the possession of the Said Flat to the Allottee. Subject to the Force Majeure circumstances, receipt of Occupancy Certificate and Allottee having timely complied with all its obligation, formalities or documentation, as prescribed by the Promoter in terms of this Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Promoter shall offer possession of the Said</i>

		<i>Flat to the Allottee within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later ("Commitment Period").</i> [Page 51 of complaint]
13.	Due date of possession	30.05.2022 Calculated from the date of environment clearance being later including grace period of 6 months due to covid-19
14.	Total sale consideration	Rs.21,82,200/- [Page 41 of compliant]
15.	Amount paid by the complainant	Rs.25,55,903/- [Page 17 of complaint]
16.	Occupation certificate	14.05.2024 [Page 31 of reply]
17.	Notice of possession	19.05.2024 [Page 34 of reply]

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:
- I. That the complainant booked an apartment vide application bearing no. 2168 dated 19.08.2013 further draw conducted vide dated 23.02.2018 and allotted apartment no. 07, tower-02 on 3rd floor admeasuring carpet area 539.3 sq. ft. and balcony area 50 sq. ft. on a total cost of Rs.21,82,200/-. Allotment letter dated 01.03.2018 was issued in favour of complainant and further an agreement for sale was executed between the respondent and the complainant on dated 02.09.2019.
 - II. That the respondent has obtained approval on the building plans from DTCP vide letter dated 11.11.2016, revised vide letter dated 17.07.2017.



The environment clearance was obtained on 30.11.2017 from the State Environment Impact Assessment Authority, Haryana. Further, the respondent has registered the project under the provision of HRERA at Panchkula, Haryana on 23.08.2017.

- III. On the basis of these licenses respondent collected a huge amount of Rs. 11,78,388/- before execution of agreement for sale which is violation of RERA Act and Rules. Any builder / promoter / colonizer cannot demand more than 10% of cost before execution of the builder buyer agreement.
- IV. That the agreement for sale was executed on 02nd September, 2019 and the respondent has to handover the possession of the apartment by 30.11.2021.
- V. That as per payment plan in the agreement the sale consideration was Rs. 21,82,200/- and the complainant has paid an amount of Rs. 25,55,903/- more than 100% of the total cost.
- VI. That the respondent in a clandestine manner has charged irrelevant taxes and electricity connection charges and other miscellaneous charges from the complainant(s) and other affordable home buyers. Even after a delay of Two (2+) Years approximately, the respondent is neither offering possession of the apartment to the complainant, nor is paying any interest as per RERA Act, but demand unethical and arbitrary wrong demands bully behaviour by saying if not paid then unit will be cancelled and in this way threatened the complainant including many other allottees.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. Direct the respondent to handover the legal and valid possession of the unit.



- ii. Direct the respondent to complete the construction as per approved layout plan and all the amenities as promised in the brochure and to the complainant.
 - iii. Direct the respondent to pay delayed possession charges at the prescribed interest per annum from the due date of possession till physical possession.
 - iv. Direct the respondent not to charge anything from the complainant which is not part of buyer's agreement.
 - v. Direct the respondent to pay litigation cost.
10. 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:

11. The respondent has contested the complaint on the following grounds:
- I. That the present complaint is not maintainable or tenable in the eyes of law. The subject matter of the claim does not fall within the jurisdiction of this Ld. Authority.
 - II. That the present complaint has been filed against the affordable group housing project namely, Zara Rossa, situated in the revenue estate of Village Bajghera, Sector-112, Gurugram, Haryana. The building plans were approved dated 17.06.2017. Further the environmental clearance for construction of the affordable group housing colony was received on dated 30.11.2017.
 - III. That the complainant after being aware of the residential project of the respondent filed application no. 2168 and deposited the booking amount on terms of the Affordable Housing Policy, 2013. Thereafter the draw of lot was conducted on 23.02.2018 and the complainant



were duly allotted apartment no. 7 on 3rd floor, tower-2, having carpet area 593.3 sq. ft. and balcony area of 50 sq. ft. vide allotment letter dated 01.03.2018. Further in terms of the apartment buyer's agreement the total sale consideration for the said unit was agreed as Rs. 21,82,200/- plus GST, charges for water, gas and other utilities, cess, duties, etc.,

- IV. That further as per BBA any change/modification in the taxes/charges/fees/levies/etc, the Allottee was liable to make the payment. Further as per clause 1.2 of the BBA, charges (for connection and usage) for water, gas and other utilities were to be communicated at the time of offer of possession as the same could not have been quantified at earlier stage. Further though the total sale consideration was escalation free but enhancements due to taxes, levies, cess, duties, charges including development charges, etc., collected by competent authority were referred as additional charges and allottee were liable to pay.
- V. That the possession clause though defined by the affordable housing policy was to be within 4 years from approval of building plans or grant of environment clearance, whichever is later.
- VI. That the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as Covid-19. The Authority vide notification no. 9/3-2020 dated 26.05.2020 have provided an extension of 6 months for projects having completion date on or after 25.02.2020, on account of force majeure condition due to the outbreak of Covid-19 pandemic.
- VII. That the respondent was committed to complete the development of the project. The developmental work of the said project was slightly decelerated due to the reasons beyond the control of the respondent

due to the impact of Good and Services Act, 2017 which came into force after the effect of demonetisation in last quarter of 2016 which adversely affected various industrial, construction and business area even in 2019. The respondent had to undergo huge obstacle due to effect of demonetization and implementation of the GST.

- VIII. That due to unforeseen circumstances and causes beyond the control of the respondent, the development of the project got came to stand-still. That such delay was not intentional. The respondent was bound to adhere with the order and notifications of the various authorities as well as of courts such as order of NGT, Delhi pollution control committee, Environment Pollution (prevention & Control Authority) etc.
- IX. Further the possession of the subject unit was to be delivered within 4 years from obtaining approval or building plans or environmental clearance, which ever was later. That the environmental clearance being obtained on 30.11.2017, the period of 4 years would have ended on 30.11.2021, the same being covered within the Notification no. 9/3-2020 dated 26.05.2020, making the due date of possession to be extended 6 months (Covid-19) and 14 months 11 days (environmental restrictions) thus making the due date to be 11.08.2023. Further it is to be noted that the respondent duly applied for occupation certificate on 25.11.2022 and again on 13.07.2023, however the DTCP, Haryana finally issued the OC dated 14.05.2024.
- X. That the issuance of occupation certificate is dependent on DHBVN clearance. That during the pendency of the project the DHBVN amended its policy and thus a 33KV Switching station or 33 KV cable line were due to be installed at the project site for procuring the occupation certificate. The respondent immediately issued email to all

its allottees. That even though the respondent ran behind the allottees yet delay tactics of non-payment of governmental charges resulted in undue delay in receipt of occupation certificate. Thus resultant delay by the Allottee, including the complainant, resulted in delay of another 30 days in receipt of the occupation certificate resulting in making due date of possession to be .

- XI. That upon carefully reading all the terms and conditions of the Buyer's and after fully satisfying herself, the complainant and respondent company entered into the buyer's agreement. The complainant had to adhere by the terms and conditions of the agreement for the transaction regarding the unit of the complainant. That the complainant had to make timely payments of the instalments as per the payment schedule plan.
- XII. That the respondent has raised demand letters strictly as per the payment schedule plan and the respondent reserves its right to impose penal interest along with due service taxes, thereupon.
12. 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:

13. 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



14. 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

15. 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.

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

F. Findings on the objections raised by respondent

F.I Objections regarding force majeure

17. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders/restrictions

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of the environment pollution (Prevention and Control) Authority, NGT, Delhi as well as competent authorities and major spread of Covid-19 across worldwide. The Authority observes that as per clause 1(iv) of the affordable housing policy, 2013 the possession of the unit was to be handed over within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. The date of building plan is 11.11.2016 and date of environment clearance was 30.11.2017. The due date is calculated from the date of environment clearance being later which comes out to be 30.11.2021. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession was 30.05.2022. As far as other contentions of the respondent w.r.t delay in construction of the project is concerned, the same are disallowed as the orders passed by Authorities was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Moreover the promoter is required to take the same into consideration while launching the project. Thus, the promoter/respondent cannot be granted any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant(s):

- G.I Direct the respondent to handover the legal and valid possession of the unit.**
- G.II Direct the respondent to complete the construction as per approved layout plan and all the amenities as promised in the brochure and to the complainant.**

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G.III Direct the respondent to pay delayed possession charges at the prescribed interest per annum from the due date of possession till physical possession.

18. In the present complaint, the complainant is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

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

(Emphasis supplied)

19. Clause 7 of the buyer's agreement provides for handing over of possession and is reproduced below:

7. Possession

*"7.1 Within 3-months from the date of issuance of Occupancy Certificate, the Promoter shall offer the possession of the Said Flat to the Allottee. Subject to the Force Majeure circumstances, receipt of Occupancy Certificate and Allottee having timely complied with all its obligation, formalities or documentation, as prescribed by the Promoter in terms of this Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Promoter shall offer possession of the Said Flat to the Allottee **within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later ("Commitment Period")."***

(Emphasis supplied)

20. **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.

21. 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.

22. 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., 25.07.2025 is **8.90%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.90%**. [Note: During proceedings dated 25.07.2025 the rate of interest was inadvertently mentioned as 11.10% instead of 10.90%].

23. 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;"*

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24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **10.90%** by the respondent/ promoter which is the same as is being granted to it in case of delayed possession charges.
25. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contraventions as per provisions of rule 28, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 7.1 of the agreement executed between the parties on 02.08.2019 the possession of the subject apartment was to be delivered within 4 years from the date of sanction of building plans or receipt of environmental clearance, whichever is later. The date of approval of building plan is 11.11.2016 and the date of environment clearance is 30.11.2017. Therefore, the due date of handing over possession is calculated from the date of environment clearance being later which comes out to be 30.11.2021 further a grace period of 6 months is allowed due to Covid-19. Hence, the due date of possession comes out to be 30.05.2022. The respondent has obtained the occupation certificate of the project by the competent authority on 14.05.2024 and subsequently offered the possession of the unit on 19.05.2024. 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 handover the physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations within the stipulated period.
26. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 14.05.2024. The respondent

offered the possession of the unit in question to the complainant only on 19.05.2024, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit.

27. Accordingly, non-compliance of the mandate contained in section 11(4) (a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.05.2022 till offer of possession (19.05.2024) after obtaining occupation certificate plus two months i.e., 19.07.2024 or actual handing over of possession, whichever is earlier at prescribed rate i.e., 10.90 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

28. The complainant in the present complaint is seeking relief for the possession of the unit as per approved layout plan. The Authority observes that the respondent has obtained the occupation certificate from the competent authority on 14.05.2024 and thereafter possession of the said unit was offered on 19.05.2024. The complainant is directed to pay outstanding dues, if any remains as per the buyer's agreement, after adjustment of delay possession charges and thereafter the respondent shall handover the possession of the allotted unit within next 30 days.

G.IV Direct the respondent not to charge anything from the complainant which is not part of buyer's agreement.

29. The respondent shall not charge anything from the complainant which is not part of the builder buyer agreement.

G.V Direct the respondent to pay litigation cost.

30. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra), has held that the adjudicating officer has exclusive jurisdiction to deal with the relief with respect to the compensation.

H. Directions of the Authority:

31. 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 (in all the above mentioned complaints) to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 30.05.2022 till offer of possession after obtaining occupation certificate plus two months or actual handing over of possession, whichever is earlier as per section 18(1) of the Act read with rule 15 of the rules.
- ii. The complainant is directed to pay outstanding dues, if any remains as per the buyer's agreement, after adjustment of delay possession charges and thereafter the respondents shall handover the possession of the allotted unit within next 30 days.
- iii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

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- iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be at the prescribed rate i.e., 10.90% by the respondent/promoter, which is the same rate of interest which the promoter shall be liable to pay to the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant, which is not the part of the buyer's agreement.
32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
33. Complaints stand disposed of.
34. Files be consigned to registry.

v.1 
(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.07.2025

HARERA
GURUGRAM