

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

Complaint no. : 4146 of 2024
Date of decision : 11.07.2025

Badal Arora
R/o: 17A, Kiran Niwas, Shastri Nagar,
Tonk-Rajasthan

Complainant

Versus

M/s Pivotal Infrastructure Pvt. Ltd.
Regd. Office at: 309,3rd Floor, JMD
Pacific Square, Sector-15, Part-II,
Gurugram-121001.

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Sh. Gaurav Rawat (Advocate)
Ms. Kirandeep Kaur (Advocate)

**Complainant
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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

| S.No. | Particulars | Details |
|-------|----------------------------------|---|
| 1. | Name and location of the project | "Ridhi Sidhi" at sector 99, Gurgaon, Haryana |
| 2. | Nature of the project | Affordable Group housing |
| 3. | Project area | 6.19375 acres |
| 4. | DTCP license no. | 86 of 2014 dated 09.08.2014 Valid up to 31.03.2026 |
| 5. | RERA Registered/ not registered | Registered vide no. 236 of 2017 dated 19.09.2017 valid upto 08.08.2019 |
| 6. | Registration extension vide no. | Harera/GGM/REP/RC/236/2017/EXT/177/2019 dated 30.12.2019 Valid upto 31.08.2020 |
| 7. | Unit no. | 108, 1 st Floor, Tower-T5 (As per page no. 30 of the complaint) |
| 8. | Unit area admeasuring | 487 sq. ft. (Carpet area) (As per page no. 30 of the complaint) |
| 9. | Date of allotment | 05.09.2015 (As per page no. 30 of the complaint) |
| 10. | Date of builder buyer agreement | 30.12.2015 (As per page no. 38 of the complaint) |
| 11. | Date of building plan approval | 17.10.2014 (As per page no. 19 of the reply) |
| 12. | Environmental clearance dated | 22.01.2016 (As per page no. 25 of the reply) |
| 13. | Possession clause | 8.1 EXPECTED TIME FOR HANDING OVER POSSESSION <i>"Except where any delay is caused on account of reasons expressly provided for under this Agreement and other situations beyond the reasonable control of the Company and subject to the Company</i> |

| | | |
|-----|--------------------------------|---|
| | | <p><i>having obtained the occupation/completion certificate from the competent authority(ies), the Company shall endeavour to complete the construction and handover the possession of the said Apartment within a period of 4 years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder."</i></p> <p>(Emphasis Supplied)</p> |
| 14. | Due date of possession | <p>22.01.2020</p> <p>[Due date of possession calculated from the date of environmental clearance dated 22.01.2016, being later]</p> |
| 15. | Total sale consideration | <p>Rs.19,98,000/- (exclusive of taxes)</p> <p>(As per page no. 44 of the complaint)</p> |
| 16. | Amount paid by the complainant | <p>Rs.21,44,399/-</p> <p>(As alleged by the complainant on page no. 6 of the complaint)</p> |
| 17. | Offer for fit out | <p>24.06.2023</p> <p>(page 86 of complaint)</p> |
| 18. | Occupation certificate | Not obtained |
| 19. | Offer of possession | Not offered |

B. Facts of the complaint:

3. The complainant have made the following submissions in the complaint:
 - i. The respondent, advertised about its affordable housing project called "Riddhi Siddhi" in a land parcel admeasuring a total area of approximately on the 6.19375 acres of land, situated at sector 99,

Village Kherika Majra Dhankot, Gurugram and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondent confirmed that the projects had got building plan approval from the authority.

- ii. Relying on various representations and assurances given by the respondent company and on belief of such assurances, complainant booked a unit in the project by paying an amount of Rs. 1,01,300/- dated 29.05.2015 towards the booking of the said unit bearing no. 0108, Block-T5, 5th floor in sector 99, to the respondent dated 29.05.2015 and the same was acknowledged by the respondent.
- iii. That the respondent confirms the booking of the said unit to the complainant vide allotment letter dated 05.09.2015, asking to get submitted the relevant documents provided in the letter and the same was duly submitted by the complainant on time. Further, providing the details of the project, confirming the booking of the unit dated 29.05.2015, allotting a unit no. 0108, Block-T5, 5th floor, measuring 487 sq. ft. in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs.19,98,000/- which includes basic price, car parking charges and development charges and other specifications of the allotted unit and providing the time frame within which the next instalments was to be paid.
- iv. That an apartment buyer's agreement was executed between the complainant and respondent on 30.12.2015.
- v. As per clause 8.1 of the buyer's agreement the respondent had to deliver the possession within a period of 4 years from the date of grant of sanction of building plan or the date of receipt of all environment clearance. Hence the due date of possession is calculated

from the date of building plan approval, as environment clearance i.e. 22.01.2016 and the building plans was approved on 17.10.2014. Therefore, the due date of possession comes out to be 22.01.2020.

- vi. As per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs. 21,44,399/- towards the said unit against total sale consideration of Rs. 19,98,000/-.
- vii. That though the payment to be made by the complainant was to be made based on the payment plan but unfortunately the demands being raised were not corresponding to the factual situation on ground.
- viii. The complainant contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainant regarding the status of the possession and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they deliver the project and why possession is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc. etc.
- ix. It has been recently held by the Honourable Supreme Court as under in connection with providing the amenities as assured by the promoter / respondent at the time of selling the property:
- x. That complainant sent various communications to the respondents raising various issues in relation to the said unit and asking the reason for delay in handing over the possession of the unit and time line

within which possession will be handed over to the complainant and challenging the various illegal and one-sided demands letters sent to the complainant but respondents till date has failed to provide any satisfactory response to the complainant.

- xi.* That respondent sent letter of offer of possession for fit-outs dated 24.06.2023 to the complainant, mentioning that the construction of the said unit has been completed and the occupation certificate for said project has been applied. The unit is ready for the possession for the purpose of commencing the fit-outs and interior work and the same can be legitimately offered by the developer to you.
- xii.* It is pertinent to note here that along with the above said letter of offer of possession respondent raised several illegal demands on account of electricity connection and pre-paid meter charges, external electrification charges and HUDA water connection charges, labour cess, which was never the part of the payment plan provided along with allotment letter. Therefore, the total demand raised by the respondent in aforesaid mentioned letter is illegal and unnecessary.
- xiii.* That the complainants after receiving the aforesaid letter of offer of possession asked the respondent to provide the copy of the OC but respondent fail to provide the same.
- xiv.* It is pertinent to note here that the respondent in respect of the said unit has not received the OC till dated. Hence, respondent without getting the OC sent offer of possession letter which is bad in the eye of law and clearly shows the malafide intention on the part of the respondent to cheat and extract the money from the innocent allottees. Furthermore, as per the provisions of RERA, respondent

cannot offer sent the offer of possession letter to complainants without receiving the OC from the concerned department.

- xv. Therefore, the aforesaid letter of possession dated 24.06.2023 is illegal and not valid as per the provisions of the RERA.
- xvi. That it has been held by the Honourable NCDRC, New Delhi in many cases that offering of possession on the payment of charges which the flat buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession. In the present case asking for charges as elaborated above, which the allottees are not contractually bound to pay is illegal and unjustified and therefore not a valid offer of possession. In fact, it is a letter for demand of money rather than being an offer of possession.
- xvii. That the complainant is the one who has invested their earning in the said project and are dreaming of a unit and the respondent has not only cheated and betrayed them but also used their hard-earned money for their enjoyment.
- xviii. That the complainant(s) being an aggrieved person filing the present complaint under section 31 with the Authority for violation/contravention of provisions of this Act.
- xix. The complainant after losing all the hope from the respondent company, having their dreams shattered & having basic necessary facilities in the vicinity of the Riddhi siddhi project and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):

- i. Direct the respondent to construct and complete the project in all respect and deliver the possession of the apartment allotted in favour of the complainant after obtaining occupation certificate from the concerned competent authorities.
 - ii. Direct the respondent to pay delayed possession interest on the amount paid by the complainant at the prescribed rates from the due date of possession in terms of agreement till the actual date of possession on every month along with arrears as per the provisions of the RERA Act, 2016. the respondent to pay interest for every month of delay at the prevailing rate of interest as per Act of 2016.
 - iii. The Complainant is also entitled to any other relief to which he is found entitled by this Hon'ble Authority.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds:
- a. That at the very outset it is submitted that the present complaint is not maintainable or tenable in the eyes of law. The complainants have misdirected themselves in filing the above captioned complaint before the Authority as the subject matter of the claim does not fall within the jurisdiction of the Authority.
 - b. That the respondent was granted a license bearing no. 86 of 2014 dated 09.08.2014 for the development of an affordable group housing residential colony on the land admeasuring area of 6.19375 acres situated in the revenue state of village Kherki-Marja Dhankot, Sector-99, Gurugram. The respondent thereafter, obtained all the relevant approvals and sanctions to commence the construction of the project.

The respondent obtained the approvals of the building plans on 17.10.2014 and also obtained the environmental clearance on 22.01.2016.

- c. That the respondent further obtained the registration under Act of 2016 and was granted the registration no. 236 of 2017. The said RERA registration was valid till 08.08.2019 which was extended by the Hon'ble Authority till 31.08.2020.
- d. That the possession of the said premises is proposed to be delivered by the respondent to the apartment allottee by January, 2020 i.e., as per clause 8.1 of the affordable housing scheme and buyer's agreement, the possession of flats shall be offered within validity period of 4 years from the date of sanction of building plan or from the date of issuance of environmental clearance certificate. Thus, according to the terms, the environment clearance certificate was issued late on 22.01.2016, thus, the proposed possession was to be handed over by January, 2020.
- e. That only after obtaining the necessary approvals and NOCs from the concerned competent authorities, a fit-out possession was offered to the answering-respondent on 24.06.2023 stating that the building was safe and fit to be inhabited and the respondent-allottee was requested to take over the possession of the unit in view of deemed issuance OC as per regulation 4.10 of building code, 2017. Along with the offer of possession the answering-respondent had also requested the complainant to pay the outstanding demand as stipulated in the demand letter. It is also pertinent to submit the complainant has till date failed to pay the outstanding demand. It is further submitted that, assuming arguendo, if the complainant at all is entitled for

interest for delayed possession, he is entitled only till the date of offer of possession, offer of possession.

- f. That it is clearly evident from the aforesaid approvals granted by the various authorities, the respondent was entitled to complete and build the project till 31.08.2020. However, due to the outbreak of the pandemic Covid-19 in March, 2020, a national lockdown was imposed as a result of which all the construction works were severely hampered. Keeping in view of the difficulties in completing the project by real estate developers, the Hon'ble Authority granted 6 months extension to all the under-construction projects vide order dated 26.05.2020. Thereafter due to the second covid-19 wave from January to May 2021 once again the construction activities came to a standstill. The pandemic led to severe shortage of labour which resulted in the delay in completing the construction of the project for which the time of 6 months granted by the Hon'ble Authority was not sufficient as the effect of labour shortage continued well beyond for more than 12 months after the covid-19 lockdown. Furthermore, the pandemic lockdown caused stagnation and sluggishness in the real estate sector and had put the respondent in a financial crunch, which was beyond the control of the respondent.
- g. That due to stagnation, sluggishness, down fall in real estate market, due to demonetization as well as coming into force of GST, the speed of work/construction of every real estate sector market has been too slump which results in delay of delivery of possession as well as financial loss.
- h. That the construction of the project had been stopped/obstructed due to the stoppage of construction activities several times during this

period with effect from 2016 as a result of the various orders and directions passed by Hon'ble National Green Tribunal, Environment Pollution (Control and Prevention) Authority, National Capital Region, Haryana State Pollution Control Board, Panchkula and various other authorities from time to time. The stoppage of construction activities abruptly had led to slowing down of the construction activities for months which also contributed in the delay in completing the project within the specified time period.

- i. That the delivery of the unit by the respondent within the agreed period of 4 years from the date of grant of building approvals or from the date of grant of environmental clearance whichever is later, was incumbent upon the complainants making timely payments. The complainants, in the present matter, have failed to make timely payments and there were substantial delays in making the payments of the due instalments as is evident from the demand letter.
- j. That the present project is an affordable group housing project being developed in accordance with the provision of the Affordable Housing Policy, 2013. The allotment price of the unit was fixed by the Government of Haryana and in terms of the policy, the respondent was paid the allotment price in instalments. Though, the allotment price was fixed by the Government of Haryana in the year 2013 but the same was not revised till date. Although the construction cost has increased the manifolds but the Government of Haryana had failed to increase the allotment price. The Government of Haryana had failed to take into account the increase in the construction cost since the policy in the year 2013. If by conservative estimates the construction cost is deemed to have increased by 10% every year then till date the

construction costs have got doubled since the date of promulgation of Affordable Housing Policy, 2013. The license for the project was granted on 11.08.2014 and the respondent was permitted to sell the units at the allotment price of Rs.4000/- per sq. ft., the project is being constructed by the respondent and is near completion.

- k. That the enactment of RERA Act is to provide housing facilities with modern development infrastructure and amenities to the allottees and to protect the interest of allottees in the real sector market. The main intention of the respondent is just to complete the project within stipulated time as per the Affordable Housing Scheme, 2013.
 - l. That when the parties have contracted and limited their liabilities, they are bound by the same, and relief beyond the same could not be granted. There is no clause in the Affordable Housing Scheme, 2013 as well as in the flat buyer's agreement, to pay any delay possession charges or any compensation to any of saucerful allottee. Hence, as per aforesaid facts and circumstances, the complainant is not entitled for any delayed compensation charges as prayed.
7. 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:

8. 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

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 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.

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

F. Findings on objections raised by the respondent:**F.1 Objection regarding delay due to force majeure circumstances**

12. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as certain orders/restrictions of the NGT and other authorities in NCR region, increase in cost of construction material and shortage of labour, demonetization and implementation of GST and outbreak of Covid-19 pandemic, etc. All the pleas advanced in this regard are devoid of merit. Firstly, the events taking place such as orders of NGT in NCR region on account of the environmental conditions are for short duration, and thus, cannot be said to impact the respondent leading to such an inordinate delay in the completion. Secondly, the events of demonetization and the implementation of GST are in accordance with government policy and guidelines. Therefore, the respondent cannot categorize them as force majeure events. Thus, the same is devoid on merits and lastly, the respondent is claiming benefit of lockdown in lieu of Covid-19, which came into effect on 23.03.2020 whereas the due date of completion was prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself. Therefore, it is nothing but obvious that the project of the respondent was already delayed as the possession of the unit in question was to be offered by 22.01.2020, and no extension can be given to the respondent in lieu of Covid-19, which is after the due date of completion. Thus, the promoter/respondent cannot be given any leniency based on aforesaid reasons, the plea advanced in this regard is

untenable and it is well settled principle that a person cannot take benefit of its own wrong.

G. Findings on the relief sought by the complainant:

- G.I Direct the respondent to deliver the possession of the apartment after obtaining of occupation certificate from the competent authority.**
- G.II Direct the respondent to pay delayed possession charges on paid amount from due date of possession to till actual date of possession at the prevailing rate of interest.**
- G.III Any other relief as this Hon'ble Authority may deem fits.**

13. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

14. In the present complaint, the complainant was allotted a unit bearing no. T-5, 108, 1st floor, admeasuring 487 sq. ft. vide allotment letter dated 05.09.2015. Thereafter, a builder buyer agreement was executed between the complainant-allottees and the respondent-promoter on 30.12.2015.

15. Clause 8.1 of the apartment buyer's agreement provides for handing over of possession and is reproduced below for ready reference:

8. Handing over of possession

8.1 Expected Time for Handing over Possession

"Except where any delay is caused on account of reasons expressly provided for under this agreement and other situations beyond the reasonable control of the company and subject to the company having obtained the occupation/completion certificate from the competent authority(ies), the company shall endeavor to complete the construction and handover the possession of the said apartment within a period of 4 years from the date of grant of sanction of building plans for the project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the project, whichever is later, subject to timely payment by the allottee of all the amounts payable under this agreement and performance by the allottee of all other obligations hereunder."

(Emphasis supplied)

16. The due date of possession of the apartment as per clause 8.1 of the apartment buyer's agreement is to be calculated as 4 years from the date of environmental clearance i.e., 22.01.2016 being later. Therefore, the due date of possession comes out to be 22.01.2020. However, offer of possession was made by the respondent to the complainant on 24.06.2023.
17. It is necessary to clarify whether intimation of possession dated 24.06.2023 made to complainant-allottees tantamount to a valid offer of possession or not? The authority is of considered view that a valid offer of possession must have following components:
- a. Possession must be offered after obtaining occupation certificate.*
 - b. The subject unit should be in a habitable condition.*
 - c. The possession should not be accompanied by unreasonable additional demands.*
18. In the present matter, the respondent has issued intimation of possession with respect to the allotted unit on 24.06.2023 i.e., before obtaining completion certificate (CC)/ part CC from the concerned department. Therefore, no doubt that the offer of possession has been sent to the complainants but the same is for fit outs. Thus, the offer of possession dated 24.06.2023 is an invalid offer of possession as it triggers component (a) of the above-mentioned definition.
19. Further, the complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Section 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, —
in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

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

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."

20. Admissibility of delay possession charges at prescribed rate of

interest: The complainant is seeking delay possession charges at the prescribed rate as per the Act of 2016. Section 18 provides that where an allottee does not intend to withdraw from the project, she 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.

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., 11.07.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

23. 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;"

24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
25. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 8.1 of the buyer's agreement, the due date of handing over of possession of the unit in question is 22.01.2020 (calculated from the date of environmental clearance, being later). Therefore, the respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it

is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer the possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 30.12.2015 executed between the parties.

26. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of respondent is established. As such the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 22.01.2020 till offer of possession of the said unit after obtaining the occupancy certificate from the concerned authority plus two months or actual handing over of possession, whichever is earlier, 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.

H. Directions of the Authority:

27. 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 delay interest on the paid-up amount of Rs.20,94,466/- by the complainant at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 22.01.2020 till valid offer of possession of the said unit after obtaining the occupancy certificate from the concerned authority plus two months or actual handing over of possession, whichever is earlier.

- ii. The arrears of such interest accrued from 22.01.2020 till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
 - iii. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within 30 days and complainant are directed to pay outstanding dues, if any remains after adjustment of interest for the delayed period, the respondent shall handover the possession of the allotted unit after obtaining of occupation certificate.
 - iv. The respondent shall not charge anything from the complainant which is not the part of the builder buyer's agreement.
 - v. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
28. Complaint stands disposed of.
29. File be consigned to registry.



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram
Date: 11.07.2025