

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

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|-------------------------------------|----------|--------------------|
| Complaint no. | : | 395 of 2025 |
| Date of filing of complaint: | | 28.01.2025 |
| Date of Order: | | 09.10.2025 |

1. Jai Prakash Taank **Complainants**
 2. Ram Kumar Taank

Both R/o: L-2/4, DLF City Phase-2,
Gurugram, Haryana-122008

Versus

Imperia Structures Ltd. **Respondent**
Regd. office at: A-25, Mohan Cooperative
Industrial Estate, Mathura Road, New Delhi-
110044

CORAM:

Shri Arun Kumar **Chairman**
 Shri Phool Singh Saini **Member**

APPEARANCE:

Ms. Shivani Dang (Advocate) **Complainants**
 Sh. Shubham Mishra (Advocate) **Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee 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.

A. Unit and project related details

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

| S. No. | Particulars | Details |
|---------------|--|---|
| 1. | Project name and location | "The Esfera" at sector 37C, Gurgaon, Haryana |
| 2. | Project area | 17 acres |
| 3. | Nature of project | Group housing Colony |
| 4. | RERA registered/not registered | 352 of 2017 dated 17.11.2017 valid up to 31.12.2020 plus six months covid-19 extension i.e., 30.06.2021 |
| 5. | Extension of RERA registration | RC/ REP/HARERA/GGM/ 352 of 2017 /7(3)/2022/04 dated 30.08.2022 |
| 6. | Validity of extension | 01.07.2021 to 30.06.2024 |
| 7. | DTCP license no. | 64 of 2011 dated 16.07.2011 |
| | Valid up to | 15.07.2024 |
| | Name of Licensee | M/s Prime IT Solutions Pvt. Ltd. And 4 others |
| 8. | Date of execution of apartment buyer's agreement | 24.08.2016 (As per page no. 33 of the complainant) |
| 9. | Addendum to buyer's agreement | 24.08.2016 (As per page no. 86 of the complaint) |
| 10. | Unit No. | A-1603, 16 th Floor, Block-A (As per page no. 39 of the complaint) |
| 11. | Unit area admeasuring | 2400 sq. ft. (super area) (As per page no. 39 of the complaint) |
| 12. | Possession clause | 10.1 Schedule for possession of the said apartment <i>The developer/company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said apartment within a period of three and half years from</i> |

| | | |
|-----|--|--|
| | | <p><i>the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 41 or due to failure of intending allottee(s) to pay in time the price of the said apartment along with other charges and dues in accordance with the schedule of payments given in Annexure F or as per the demands raised by the developer/company from time to time or any failure on the part of the intending allottee(s) to abide by all or any of the terms or conditions of this agreement.</i></p> <p>(As per page no. 55 of the complaint)</p> |
| 13. | Due date of delivery of possession | <p>24.02.2020</p> <p>(Note: Due date to be calculated three and half years from the date of execution of the agreement i.e., 24.08.2016)</p> |
| 14. | Total consideration | <p>Rs.69,58,114/- (including tax)</p> <p>(As per applicant ledger on page no. 96 of the complaint)</p> |
| 15. | Total amount paid by the complainant | <p>Rs.62,12,275/-</p> <p>(As per applicant ledger on page no. 96 of the complaint)</p> |
| 16. | Occupation certificate | <p>12.07.2024</p> <p>(As mentioned in email dated 15.01.2025 on page no. 109A of the complaint)</p> |
| 17. | Offer of possession | <p>04.02.2025</p> <p>(As per documents placed on record during proceedings of the day dated 13.02.2025)</p> |
| 18. | Email regarding correction of address and initiation of process for possession | <p>15.01.2025</p> <p>(As per page no. 109A of the complaint)</p> |

B. Facts of the complaint:

3. The complainants have made following submissions:

- I. That around March, 2016, complainant no. 1 received a marketing call from the office of the respondent for booking an apartment in its project namely 'The Esfera' portraying a very rosy picture of the project. Several representations with respect to the numerous world class facilities to be provided were made. Believing the said representations and relying upon the advertisements, assurances and promises in the brochures circulated by respondent about the timely completion of a premium project with impeccable facilities and believing the same to be correct, the complainants booked apartment bearing no. A-1603 on 16th Floor in Block A having super area 2400 sq. ft. in its project being constructed under the name and style of 'The Esfera' situated at Sector 37-C, Gurugram.
- II. That since complainant no. 1 was about 75 years old while complainant no. 2 was about 68 years old at the time of booking, the broker, Sh. Navneet Bishnoi through whom the booking was made assured the complainants that he would take the cheques to be given to the respondent by the complainants, get the apartment buyer's agreement signed from the complainants, hand over post-dated cheques in respect of the assured returns to the complainants, bring letters, communications etc. issued in the name of the complainants by the respondent to the residence of the complainants and also that the complainants need not go to the office of the respondent for anything.
- III. That before the execution of the apartment buyer's agreement, the complainants paid almost the entire sale consideration in respect of the said unit i.e., out of the total sale consideration of Rs.61,50,000/-, the complainants paid Rs.60,00,000/- to the respondent. The respondent issued receipt dated 30.03.2016 acknowledging receipt of

Rs.60,00,000/- from the complainants which was handed over to the complainants at their residence by Sh. Navneet Bishnoi.

IV. That the respondent then issued letter dated 16.05.2016 calling upon the complainants to sign two copies of apartment buyer's agreement. Sh. Navneet Bishnoi brought the said letter as well as two copies of apartment buyer's agreement to the residence of the complainants and got it signed from the complainants. Although the complainants had paid Rs.60,00,000/- initially but the respondent requested the complainants to pay a sum of Rs.6,50,000/- by cash and obtain refund of Rs.6,50,000/- by cheque. Since the complainants had Rs.6,50,000/- in cash at that time, the complainants agreed to the said request of the respondent and accordingly, the complainants paid Rs.6,50,000/- by cash to the respondent and the respondent refunded Rs.6,50,000/- vide cheque dated 20.05.2016 to the complainants out of Rs.60,00,000/- previously received by it. The respondent also issued demand letter dated 17.05.2016 demanding a sum of Rs.2,78,835/- as service tax. The said demand letter dated 17.05.2016 also reflected that the total amount received by the respondent was Rs.53,50,000/-.

V. That apartment buyer's agreement dated 24.08.2016 was executed between the complainants and the respondent. An addendum agreement dated 24.08.2016 was also executed between the complainants and the respondent which was also got signed from the complainants by Sh. Navneet Bishnoi on behalf of the respondent at the residence of the complainants. As per clause 1 of the said addendum agreement, the respondent undertook to pay an amount of Rs.1,50,000/- per month w.e.f. 03.04.2016 till the date the possession is offered by the respondent and also a premium amount of Rs.7,00,000/- annually from the date of booking till possession was

handed over to the complainants. It was further agreed between the parties that in case, the developer failed to pay the assured returns for a consecutive period of 2 months, in that event, the complainants shall be under no liability to pay the outstanding amount to the developer.

VI. That receipt dated 22.09.2016 acknowledging adjustment of the service tax amount of Rs.2,32,725/- issued by the respondent to the complainants. The respondent also issued receipt dated 04.06.2019 acknowledging adjustment of Rs.6,30,000/- from annual premium of Rs. 7,00,000/- after deducting 10% TDS from the complainants.

VII. That the said monthly assured return amount of Rs.1,50,000/- was to be paid by the respondent to the complainants every month. It is pertinent to mention here that the only channel through which the respondent communicated with the complainants was through the broker, Sh. Navneet Bishnoi since the inception of the booking of the unit by the complainants with the respondent and not any other means. The broker, Mr. Navneet Bishnoi used to bring cheques in respect of monthly assured returns for the entire year in the beginning of every year from the respondent and hand over the post-dated cheques to the complainants at their residence. Initially, the respondent regularly paid the agreed monthly assured return of Rs.1,50,000/- as per the addendum agreement to the complainants up to 31.03.2019. During this time, some of the cheques issued by the respondent got dishonoured whereupon fresh cheques were handed over by Navneet Bishnoi to the complainants in lieu of the dishonoured cheques to the complainants.

VIII. That the respondent through the broker then requested the complainants to receive Rs.1,00,000/- as monthly assured return instead of the agreed monthly assured amount of Rs.1,50,000/- w.e.f.

01.04.2019. The complainants did not accede to the said request of the respondent and accepted the cheques issued by the respondent for Rs.1,00,000/- towards monthly assured returns w.e.f. 01.04.2019 without prejudice to their rights. The respondent paid reduced monthly assured return in the sum of Rs.1,00,000/- up to 31.03.2020 and after 31.03.2020, no monthly assured return was paid by the respondent in blatantly breach of the addendum agreement. The complainants kept requesting the respondent time and again to abide by its obligations but the respondent did not pay any heed to the just demands of the complainants.

IX. That as per clause 10.1 of the apartment buyer's agreement dated 24.08.2016, the possession of the unit in question was to be handed over to the complainants within three and half years from the date of execution of the apartment buyer's agreement i.e., on or before 26.02.2020. No force majeure whatsoever was involved and the respondent cannot even take the plea that the construction was halted due to Covid-19 Pandemic as the lockdown was imposed after 15.03.2020 i.e., after expiry of due date of possession. The complainants made several efforts to seek updates about the completion of the project but there was no satisfactory response from the side of the respondent. With effect from March, 2020, the respondent also stopped paying the monthly assured return amount to the complainants. The respondent is comprised of dishonest and unethical persons who have not only misappropriated the hard-earned money of the old complainants but also several other allottees.

X. That after passage of long time from the due date of possession, in the beginning of 2024, when the complainants went to the project site to see the progress of the work were shocked to find out that the entire

township was very much incomplete. There was construction material lying everywhere and the construction of the towers were also not complete. There were no facilities in the project and even there was no security. Although there had been inordinate delay in the construction but since the complainants were not liable to pay any sale consideration as per the terms of the addendum agreement, the complainants deemed it appropriate to wait for some more time for the construction to be completed.

- XI. That since sufficiently long time period had lapsed and the complainants had not received any intimation or communication from the side of the respondent regarding the progress of the construction, the complainants contacted the respondent, through its representative broker to find out about the status of their unit. On making enquiries, it came to the knowledge of the complainants that wrong address of the complainants had been recorded by the respondent in their records. The said fact was brought to the knowledge of various representatives of the respondent company and also through the broker for more than 15 times from the beginning of 2024 till date.
- XII. That around mid-December, 2024, the representatives of the respondent offered to buy back the said unit of the complainants for a sum of Rs.1,40,00,000/-. The complainants conveyed to the said persons that they were not at all interested to sell the unit back to the respondent at the price being offered by them and rather want to retain the said unit.
- XIII. That around 06.01.2025, the complainants again visited the project site and it was conveyed by an employee of the respondent company present there that the occupation certificate had been received on in July, 2024. However, the complainants have received no

communication whatsoever regarding the receipt of the occupation certificate. The complainants were also shocked to see that despite having received the occupation certificate, the project including the tower in which the unit of the complainants is situated as well as the unit of the complainants was far from completion. Even the person who was present at the site conveyed to the complainants that at least two months more were needed to complete the work.

XIV. That on 15.01.2025, the complainants again called and requested the representative of the respondent to start the formalities for handing over of the possession of the said unit to the complainants. However, she informed the complainants that the respondent was in the process of initiating cancellation of the unit of the complainants. The complainants were totally shocked and it has now transpired that the respondent taking undue advantage of the wrong address of the complainants in its record is hell-bent to somehow cancel the allotment of the complainants although they have paid almost entire sale consideration. The complainants have also sent emails to the respondent to correct their address & send offer of possession. The intentions of the respondent are absolutely malafide and dishonest and they cannot be allowed to take advantage of the wrong address of the complainants as they were reminded innumerable times to update the same and they had also assured the complainants to do so.

XV. That the respondent somehow wants to misappropriate the hard-earned money of the complainants and cancel the unit of the complainants as the prices have increased. The respondent is very well aware that the complainants have always been ready and willing and are still ready and willing to complete the possession formalities and take over the possession of the completed unit. The complainants are

ready to bear the stamp and registration expenses for getting sale deed/conveyance deed executed in their favour.

XVI. That the respondent has committed gross and blatant breach of the terms and conditions of the apartment buyer's agreement and addendum agreement. It has turned out that the promises of the respondent to provide the complainants with a world class project with impeccable facilities were totally false and had been made with a view to take undue advantage of the complainants. The complainants have been running from pillar to post to obtain the possession as well as the assured returns as promised by the respondents but to no avail.

XVII. That the respondent has committed several illegal acts, indulged in highly unethical trade practices and has cheated and defrauded the complainants. The respondent has throughout abused the dominant market position in the real estate sector against its customers including the complainants.

XVIII. That the respondent is not only guilty of deficiency of services, unfair trade policy, breach of contractual obligations but also torture, harassment of the complainants by keeping the complainants in dark.

XIX. That the complainants herein are constrained and left with no other option but to file the present complaint seeking the peaceful and vacant possession of the unit and registration of the sale deed/ conveyance deed in favour of the complainants.

XX. That the complainants further declare that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- i. Direct the respondent to honour its obligations of paying the assured monthly return of Rs.1,50,000/- per month w.e.f. 01.04.2021 till actual possession is handed over to the complainants along with interest @18% p.a. for the period of default till the date of actual realization of the said amount.
- ii. Direct the respondent to pay the arrears of monthly assured return from 01.04.2020 to 31.03.2021 i.e., Rs.50,000/- along with interest @18% p.a. for the period of default till the date of realization of the said amount.
- iii. Direct the respondent to hand over the actual, physical and vacant possession of the said unit to the complainants after completing the said unit in all respects.
- iv. Direct the respondent to pay the delay possession charges along with interest as per RERA Act, 2016.
- v. Direct the respondent to execute the sale deed/conveyance deed in respect of the said unit in favour of the complainants.
- vi. Direct the respondent to pay litigation cost of Rs.1,00,000/-.

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.

6. The authority issued a notice dated 30.01.2025 of the complaint to the respondent by speed post and also on the given email address at jpiafai@gmail.com, harpreet@imperiastuctures.com and manmohan dang@yahoo.com for filing reply within 4 weeks. The delivery reports have been placed in the file. The counsel for the respondent put in appearance on 08.05.2025, 24.07.2025 and 09.10.2025 but didn't file reply to the complaint within the stipulated

period despite given ample opportunities. It shows that the respondent was intentionally delaying the proceedings by avoiding filing of written reply despite a lapse of more than 21 months from the date of filing of complaint and hence no further wait is justified. Therefore, in view of above, the defence of the respondent is hereby struck off.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. 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:

D.I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

D.II Subject matter jurisdiction

9. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

10. 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.

E. Findings on relief sought by the complainants:

- E.I Direct the respondent to hand over the actual, physical and vacant possession of the said unit to the complainants after completing the said unit in all respects.
- E.II Direct the respondent to pay the delay possession charges along with interest as per RERA Act, 2016.

11. The above-mentioned relief(s) sought by the complainants are taken together being inter-connected.

12. 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)

13. The due date of possession of the apartment as per clause 10.1 of the builder's buyer's agreement dated 24.08.2016, is to be calculated as

three and half a year from the date of execution of buyer's agreement i.e., 24.08.2016. Therefore, the due date of possession comes to 24.02.2020.

14. Admissibility of delay possession charges at prescribed rate of interest: The complainants are seeking delay possession charges at the prevailing rate of interest. Proviso to section 18 provides that where an allottee 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.

15. 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.

16. 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., 09.10.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.

17. 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—

- (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;"*

18. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.

19. The counsel for the respondent vide proceedings of the day dated 13.02.2025 has placed on record offer of possession dated 04.02.2025 along with no dues certificate dated 06.02.2025. Further, the counsel for the respondent vide proceedings of the day dated 09.10.2025 that the unit has been handed over to the complainants during pendency of the complaint, however, no document has been placed on record regarding the same.

20. On consideration of the documents placed on record and submissions made by the parties, the Authority has observed that the respondent has failed to adhere to the contractual obligations arising out of the agreement dated 24.08.2016. As per the possession clause of the agreement, the possession of the unit was to be delivered way back in 2020 but the respondent failed to fulfil its commitments, despite the payment of a considerable amount of Rs.62,12,275/- (89% of the sale consideration) against the sale consideration of Rs.69,58,114/-.

21. Although there is substantial delay in making offer of possession i.e., 04.02.2025 after obtaining occupation certificate on 12.07.2024. But as per Section 19(10) of the Act of 2016, it is the obligation of the allottee to take possession within two months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate has been obtained by the respondent-builder and offered the possession of the subject unit to the complainant after obtaining occupation certificate on 04.02.2025. So, it can be said that the complainants would come to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is to be given to the complainants keeping in mind that even after intimation of possession, practically one has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but that is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 24.02.2020 till offer of possession after obtaining occupation certificate or actual handing over of possession from competent authority plus two months, whichever is earlier.

22. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the flat buyer's agreement dated 24.08.2016 to hand over the possession within the stipulated period. 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 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., 24.02.2020

till offer of possession plus 2 months after obtaining occupation certificate or actual handing over of possession, whichever is earlier at the prescribed rate i.e., 10.85 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

E.III Direct the respondent to honour its obligations of paying the assured monthly return of Rs.1,50,000/- per month w.e.f. 01.04.2021 till actual possession is handed over to the complainants along with interest @18% p.a. for the period of default till the date of actual realization of the said amount.

E.IV Direct the respondent to pay the arrears of monthly assured return from 01.04.2020 to 31.03.2021 i.e., Rs.50,000/- along with interest @18% p.a. for the period of default till the date of realization of the said amount.

23. The above-mentioned relief(s) sought by the complainants are taken together being inter-connected.

24. The above-mentioned relief sought by the complainants were not pressed by the counsel for the complainants has during the arguments in the passage of hearing. The Authority is of the view that the complainants counsel does not intend to pursue the above-mentioned relief sought. Hence, the Authority has not raised any finding w.r.t the above-mentioned relief.

E.V Direct the respondent to pay litigation cost of Rs.1,00,000/-.

25. The complainants are seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense 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 & legal expenses.

F. Directions of the Authority:

26. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent is directed to pay the interest at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 20.02.2020 till offer of possession plus 2 months after obtaining occupation certificate or actual handing over of possession, whichever is earlier at the prescribed rate i.e., 10.85 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.
- iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- iv. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants/allottee at any point of time even after being part of the buyer's agreement as per law settled by **Hon'ble Supreme**

*Court in Civil Appeal Nos. 3864-3889/2020 decided on
14.12.2020.*

27. Complaint stands disposed of.
28. File be consigned to the registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 09.10.2025