

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

Complaint no.: 1104 of 2025
Date of filing of complaint: 03.03.2025
Date of order: 12.03.2026

Nitin Darbari

R/o: - House No. 268/14, Jacabpura, Near
Krishna Mandir, Gurugram, Haryana- 122003

Complainant

Versus

M/s New Look Builders and Developers Pvt.
Ltd. (Earlier known as M/s Ansal Phalak
Infrastructure Pvt. Ltd.)

Regd. Office at: 115, Ansal Bhawan 16,
Kasturba Gandhi Marg, New Delhi-110001

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Sh. Vikram Bhaskar (Advocate)

Sh. Deeptanshu Jain(Advocate)

Complainant
Respondent

ORDER

1. The present complaint dated 03.03.2025 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

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made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the 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	<i>Sovereign Floors Esencia</i> , Sector-67, Gurugram
2.	Nature of the project	Group Housing Colony
3.	DTCP License	21 of 2011 dated 24.03.2011 valid up to 23.03.2019
4.	Name of license	Bisram S/o Shera and 20 others
5.	RERA Registered/ not registered	Not registered
6.	Unit No.	D-1567GF (Dwelling Unit), Sector/Block-D (As per clause 2.1 of BBA on page no. 17 of the reply)
7.	Unit area	3674 sq. ft. (Tentative area) (As per clause 2.1 of BBA on page no. 17 of the reply)
8.	Increase in unit area	3847 sq. ft. (Increased by 173 sq. ft. i.e., 4.70% of 3674 sq. ft.) (As per final statement of account annexed with offer of possession on page no. 44 of the reply)
9.	Allotment letter	15.10.2012 (As per page no. 32 of the complaint)
10.	Buyer's agreement	25.10.2012 (As per page no. 36 of the complaint)
11.	Possession clause	5. Possession of floor 5.1 Subject to clause 5.2 <i>infra</i> and further subject to all the buyers of the



		<p><i>floors in the residential colony making timely payment, the company shall endeavor to complete the development of residential colony and the floor as far as possible within 36 months with an extended period of 6 months from the date of execution of this floor buyer's agreement subject to receipt of the requisite building/ revised building plans/ other approvals & permissions from the concerned authorities as well as force majeure conditions as defined in the agreement...</i></p> <p>[Emphasis Supplied] (As per clause 5.1 of BBA on page no. 46 of the complaint)</p>
12.	Due date of possession	<p>25.04.2016 [25.10.2015 + 6 months] (Note: the due date of possession is calculated 36 months from the date of execution of buyer's agreement + grace period of 6 months, being unconditional)</p>
13.	Total sale consideration [Basic + PLC + EDC/IDC]	<p>Rs.2,00,66,650/- [As per payment plan (Annexure -2 of BBA) on page no. 32 of the complaint]</p>
14.	Basic sale consideration	<p>Rs.1,85,00,000/- (As per clause 3.1 of BBA on page no. 40 of the complaint)</p>
15.	Amount paid against the unit	<p>Rs.1,72,51,917/- (As per final statement of account annexed with OFP on page no. 44 of the reply)</p>
16.	Offer of possession	<p>28.12.2020 (As per page no. 41-43 of the reply)</p>
17.	Occupation certificate	<p>04.10.2021 (As per copy of OC on page no. 45 of the reply)</p>



B. Facts of the complaint:

3. The complainant has made the following submissions:
- I. That somewhere around 2012, the respondent promoter advertised about the new residential project namely "Sovereign Floors, Esencia" situated at Sector-67, Gurugram. The respondent promoter painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at providing luxury residential apartments.
 - II. That upon believing the representations of the respondent promoter and on lookout for an abode, the complainant, in 2012, submitted a booking application dated 15.10.2012 and has agreed for allotment of an independent residential dwelling unit in the project, having an approximate area admeasuring 3674/- sq. ft., pursuant to which the respondent promoter, vide allotment letter dated 15.10.2012 has provisionally allotted unit bearing no. D1567GF for a basic sale consideration of Rs. 1,85,00,000/-. It is imperative to mention herein that, at the time of booking of the said unit, the respondent promoter has promised to offer a discount of 2.5% aggregating to Rs.4,62,500/- and in this regard, the respondent promoter has no such amount was ever received, and informed that the discounted amount shall be released to the complainant within 120 days, however, no such amount was ever received to the complainant.
 - III. That consequently, a registered floor buyer's agreement dated 25.10.2012 was executed between the complainant and the respondent. As per clause 5.1, the possession of the unit in the project of the respondent promoter was to be delivered by the respondent promoter within a period of 36 months along with 6 months as an extended grace

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- period from the date of execution of this agreement i.e., latest by April, 2016. The complainant made the payments as and when it was demanded by the respondent.
- IV. That when the respondent failed in handing over the possession on the due date, i.e., by April, 2016, the complainant visited the site and were stunned to see that the project was nowhere nearing completion. Then, thereafter the complainant rushed to the officials of the respondent to seek justification for the possession as the respondent undertook to handover the unit as per the time-period assured by them, however, the officials of the respondent did not respond to said query and failed to provide any concrete response to justify the cause of delay. However, the respondent, regardless of failing in handing over of the possession by the due date, has informed & assured the complainant that the construction is in progress and the possession shall be handed over to the complainant very soon.
- V. That during the period from 2012 till 2014, the complainant had paid an exorbitant amount of Rs.1,58,10,333/- to the respondent in respect of the consideration of the unit booked by the complainant. The said amount has been duly paid on time as per the deadline provided in the call notice issued by the respondent to the complainant.
- VI. That throughout this period the complainant along with the other apartment owners regularly and repeatedly followed up with the representatives of the respondent and enquired about on every occasion made false assurances that the possession of the unit would be delivered as per the schedule and kept on prolonging the matter unjustifiably without any cogent reasons. It is submitted that vide email dated 22.04.2019, the complainant inquired about when the possession of the



unit shall be provided by the respondent, however, no response to the said email has been received from the side of the respondent.

- VII. That it is only after a period of 4 years from the due date of possession, the respondent has issued an offer of possession by way of a letter dated 28.12.2020 and demanded balance amount out of the total consideration from the complainant after adjusting the amount of delay penalty interest which was paid by the respondent for the delay caused. However, the complainant felt suspicious and wanting to see the unit built by the respondent. Since, when the letter of possession was sent by the respondent, the complainant was not residing in India and due to covid restrictions, he was unable to travel to India and therefore, sought some time to pay the demand as requested by the respondent. An email dated 06.10.2021 and 08.10.2021 in this regard was sent by the complainant to the respondent promoter, however, to no avail their request was never acknowledged by the respondent promoter and as such in transit of their pre-conceived malafide intention to grab the hard-earned money of the complainant, did not provide any opportunity to the complainant to even look at the construction and thus, sent reminders to pay the demands and illegally charged interest thereon.
- VIII. That the complainant was already astonished by the callous attitude of the respondent as they failed to handover the possession of the unit in a time bound manner which was the essence of the agreement. Secondly, when the complainant visited the construction site in India somewhere in the year 2021, he was not allowed to visit the tower in which he had booked the unit. Further, after getting in discussion with the other unit holders, it was informed that the respondent promoter did not even obtain the occupation certificate from the relevant authority and just to



mark their tick list has sent the offer of possession to the complainant. It is a settled position of law that when an offer of possession is made after the passing of the due date of handing over of possession, then in terms of Section 18 of the Act, 2016, the promoter becomes liable to pay delayed interest.

- IX. That in view of these circumstances, the grievance of the complainant *inter-alia* is that the respondent promoter has caused inordinate delay in handing over the possession of the unit to the complainant. Moreover, no valid offer of possession is given by the respondent promoter since, no occupation certificate was obtained by the respondent promoter and the project is still far away from completion and therefore, the respondent promoter has grossly violated the provisions of the Act, 2016.
- X. That the complainant herein does not intend to withdraw from the project. As per the obligations of the respondent promoter under Section 18 of the Act, 2016 read with rules 15 and 16 of the Rules, 2017, it has an obligation to pay interest on the delayed possession on the amount deposited by him at the rate prescribed. The respondent promoter has neglected its part of the obligations by failing to offer a legitimate and rightful possession of the unit in time.
- XI. That the respondent promoter is habitual of making false promises and has deceptive behaviour. The respondent promoter has earned enough money by duping the innocent complainant and other such buyers through unfair trade practices and deficiencies in services and has caused the complainant enough pain, mental torture, agony, harassment, stress, anxiety, financial loss and injury.

C. Relief sought by the complainant:



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

- I. Direct the respondent to pay interest for every month of delay in handing over the possession of the plot since April 2016 to the complainant, on the amount taken from him towards sale consideration and other charges for the aforesaid unit, with interest at the prescribed rate as per the Act of 2016, till the respondent handover the legal and rightful possession of the unit to the complainant.
- II. Direct the respondent to complete the development of the unit along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.
- III. Direct the respondent to handover the legal and rightful possession of the unit to the complainant, after receiving the completion certificate (CC)/ Occupancy Certificate (OC) and other required approvals from the competent authorities.
- IV. Direct the respondent to provide a definite and fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the unit, with liberty to him to seek appropriate remedy if it fails to handover the possession on the date before the Haryana Real Estate Regulatory Authority, Gurugram.
- V. Direct the respondent to pay/adjust the discount of 2.5% amounting to Rs.4,62,500/- which the respondent undertook to pay *vide* letter dated 11.10.2012.
- VI. Direct the respondent to not charge anything beyond the charges stipulated in the floor buyer's agreement.
- VII. Direct the respondent to pay a sum of Rs. 10,00,000/- to the complainant for causing mental agony and harassment.



VIII. Direct the respondent to pay Rs. 1,00,000/- towards the litigation expenses incurred on filing the present complaint.

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:

- i. That at the outset, the respondent i.e., New Look Builders and Developers Pvt. Ltd. deny each and every assertion, averment, statement, allegation made in the complaint filed by the complainant as false, frivolous, misrepresented, mischievous and vexatious, except for those which are matter of record or are specifically admitted hereinunder.
- ii. That the present reply to the captioned complaint on behalf of the answering respondent is being filed through Mr. Anil Kansal who have been duly authorized by the answering respondent vide Board Resolution dated 25.08.2021, inter alia, to defend the answering respondent in various proceedings initiated against it, verify and sign pleadings and other documents etc. and do all such acts, deeds, things as may be considered necessary to represent and act for and on behalf of the answering respondent.
- iii. That the complainant through the complaint under reply is seeking possession and delayed possession charges on the paid-up amount i.e., Rs.1,58,10,333/- towards the booking of unit bearing no. D1567, Ground Floor in the project "Sovereign Floors, Esencia" situated at Sector 67, Gurugram.



- iv. That without averting on the merits of the case, the answering respondent is raising the objection of limitation. It is submitted that the answering respondent had offered the possession of the unit to the complainant in the year 2020 and as such the complaint has been filed after more than 4 years from the date of legally valid offer of possession. Admittedly, the complainant even after receiving the offer of possession in the year 2020 has filed the captioned complaint before this Hon'ble Authority in the month of March, 2025 seeking delay possession charges, after expiry of more than 03 years. Hence, the captioned complaint is liable to be dismissed being barred by limitation.
- v. That the complainant has attempted to mislead this Hon'ble Authority by presenting concocted facts and misrepresenting the facts & circumstance of the instant case. Therefore, the answering respondent states the true and correct facts of the instant case are as follows:
- a. That the complainant was allotted unit bearing no. D1567, Ground Floor in the project "Sovereign Floors, Esencia" situated at Sector 67, Gurugram by execution of floor buyer's agreement dated 25.10.2012 for total sale consideration of Rs.1,85,00,000/- excluding other charges and applicable taxes as mentioned in the FBA.
 - b. In the year 2012, the complainant approached the answering respondent and requesting to invest in any of the upcoming real estate project of respondent.
 - c. The answering respondent being a customer-oriented organization immediately exceeded to the request of the complainant and allotted the unit to the complainant in the project vide allotment letter dated 15.10.2012. Accordingly, floor buyer's agreement dated

25.10.2012 was executed between the parties, recording the terms of allotment in writing.

- d. As a matter of fact, the complainant has deliberately and habitually delayed several payments as per the floor buyer's agreement.
- e. Despite gross delay on part of the complainant in making payment towards the unit, the respondent being a customer-oriented organization completed the construction of the unit. Accordingly, the respondent issued a letter dated 28.12.2020 to the complainant offering possession of the unit along with fresh calculation of the due amount to be paid by the complainant towards the booking of the unit.
- f. As a matter of record, the complainant has paid a total of Rs.1,88,25,366/- including applicable taxes to the respondent till 28.12.2020. Thereafter, the complainant has not paid any amount to the respondent. Pertinently the offer of possession and demand raised by the respondent was subsequent to adjustment of the delayed possession charges which is admitted by the complainant in the complaint.
- g. The respondent through the letter dated 28.12.2020 called upon the complainant to take the possession of the unit subject to clearance of entire consideration due and unpaid towards the unit as per the floor buyer's agreement. However, the complainant with malafide intent did not come forward to take the possession of the unit.
- h. The fact that construction of the unit was completed by the respondent is evident from the occupancy certificate dated 04.10.2021 issued by the District Town Planner, Gurugram.

- i. Thereafter, the complainant neither approached nor made any effort to take the possession of the unit from the respondent after making the payment of due amount towards the sale consideration payable by the complainant.
- vi. That the floor buyer's agreement delineates the respective liabilities of the complainant as well as respondent in case of breach of any of the conditions specified therein. In this view of the matter, the complaint is not maintainable in law and is liable to be dismissed in limine.
- vii. That without prejudice to above, it is submitted that the respondent company is a customer-oriented organization and has catered to the needs of its customers. As a matter of fact, the respondent is still willing to offer the possession of the unit to the complainant.
- viii. That in view of the aforesaid facts, it is respectfully submitted that the complaint has been filed without any legally justifiable cause of action and is rendered liable to be dismissed with exemplary costs.

E. Jurisdiction of the authority:

7. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial Jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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.



E.II Subject matter jurisdiction

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

Section 11

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(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.

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.I Objection regarding complaint barred by Limitation Act, 1963

8. The respondent has raised a contention that the complaint is barred by limitation as the due date of possession as per the agreement was April, 2016 and the complainant has failed to exercise his rights within the prescribed timeframe. The Authority observes that although the cause of action to file the present complaint accrues in April, 2016 i.e., the date of handing over of possession as stipulated under the terms and conditions of the agreement but it is a settled situation now that after due date of possession of the unit, the cause of action is continuing till such obligation of offering the possession of the unit is fulfilled by the promoter-builder. In

the present case, the subject unit was offered to the complainant on 28.12.2020. Thus, it was after date of such offer of possession when time for limitation starts tickling. Further, in view of Covid-19, Hon'ble Apex Court vide order dated 10.01.2022 in suo-moto W.P. (C) No. 3 of 2020 has declared period from 15.03.2020 to 28.02.2022 as zero period. Further, as per the scheme of calculating the remaining limitation as provided in the order of Hon'ble Supreme Court, the present complaint which was filed on 03.03.2025 is well within the limitation. Thus, the contention of promoter that the complaint is time barred by proviso of Limitation Act stands rejected.

G. Findings on the relief sought by the complainant:

- G.I Direct the respondent to pay interest for every month of delay in handing over the possession of the plot since April 2016 to the complainant, on the amount taken from him towards sale consideration and other charges for the aforesaid unit, with interest at the prescribed rate as per the Act of 2016, till the respondent handover the legal and rightful possession of the unit to the complainant.**
9. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. 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)

10. The date of possession of the apartment as per clause 5.1 of the floor buyer's agreement, is to be calculated as 36 months from the execution of buyer's agreement. Therefore, the due date is calculated 36 months from the date

of execution of buyer's agreement i.e., 25.10.2012 plus grace period of 6 months which comes out to be 25.04.2016, as per the floor buyer's agreement.

11. 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, 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.

12. 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.

13. 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., 12.03.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

14. 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;"

15. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
16. 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. The due date of handing over possession is 25.04.2016. The occupation certificate was obtained by the respondent on 04.10.2021 from the competent Authority. 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. 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., 25.04.2016 till obtaining the occupation certificate (04.10.2021) from the



competent authority plus two months i.e., 04.12.2021 at prescribed rate i.e., 10.80 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

17. The occupation certificate of the unit was obtained on 04.10.2021 but the physical possession of the unit is yet to be handed over to the complainant. Section 19 (10) of the Act of 2016 obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. Therefore, the allottee was obligated to take the possession of the unit by 04.12.2021. Thus, the complainant is directed to pay maintenance charges w.e.f. 04.12.2021.
18. The respondent is debarred from claiming holding charges from the complainant/allottee at any point of time even after being part of apartment buyer's agreement as per law settled by **Hon'ble Supreme Court in Civil Appeal no. 3864-3899/2020 decided on 14.12.2020**. Therefore, the respondent is directed not to levy holding charges.
- G.II Direct the respondent to complete the development of the unit along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.**
- G.III Direct the respondent to handover the legal and rightful possession of the unit to the complainant, after receiving the completion certificate (CC)/ Occupancy Certificate (OC) and other required approvals from the competent authorities.**
- G.IV Direct the respondent to provide a definite and fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the unit, with liberty to him to seek appropriate remedy if it fails to handover the possession on the date before the Haryana Real Estate Regulatory Authority, Gurugram.**
19. The above-sought reliefs by the complainant are taken together being inter-connected and finding of one relief will definitely affect the other.
20. The complainant was allotted a unit in the project "Sovereign Floors at Alba, Essencia" in sector-67, Gurugram vide allotment letter dated 15.10.2012 for

a sum of Rs.2,00,66,650/- and paid a considerable amount of Rs. 1,72,51,917/- i.e., 86% of the sale consideration. A buyer's agreement dated 25.10.2012 was executed between the parties and the possession clause of the agreement is reproduced below for ready reference:

5.1

Subject to clause 5.2 infra and further subject to all the buyers of the floors in the residential colony making timely payment, the company shall endeavor to complete the development of residential colony and the floor as far as possible within 36 months with an extended period of 6 months from the date of execution of this floor buyer's agreement subject to receipt of the requisite building/ revised building plans/ other approvals & permissions from the concerned authorities as well as force majeure conditions as defined in the agreement...

(Emphasis Supplied)

21. The due date of handing over of possession is to be calculated 36 months plus 6 months from the date of execution of buyer's agreement i.e., 25.10.2012, which comes out to be 25.04.2016.
22. The respondent offered the possession of the unit on 28.12.2020 before obtaining occupation certificate that has been issued on 04.10.2021 by the competent authority. Therefore, the offer of possession dated 28.12.2020 made by the respondent is bad in the eyes of law and hence becomes redundant.
23. As it is evident that the occupation certificate was received on 04.10.2021 and 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. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of issuance of occupation certificate from the competent authority. This 2 month of reasonable time is to be given to the complainant keeping in mind that even after occupation certificate, 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.

24. Thus, the complainant is directed to pay the outstanding dues after adjustment of delayed possession charges within 30 days from the date of this order and the respondent is directed to handover the possession of the unit to the complainant within 30 days from the date of payment of outstanding dues.

G.V Direct the respondent to pay/adjust the discount of 2.5% amounting to Rs.4,62,500/- which the respondent undertook to pay vide letter dated 11.10.2012.

25. The Authority after carefully considering the submissions presented by the complainant, finds that the complainant has failed to substantiate his claim with any documentary evidence though has not been pressed during the proceedings of the day dated 12.02.2026 by the counsel for the complainant. In the absence of such material proof, the Authority is unable to ascertain the legitimacy of the complainant's concerns about the claimed relief. Thus, no direction to this effect.

G.VI Direct the respondent to pay a sum of Rs. 10,00,000/- to the complainant for causing mental agony and harassment.

G.VIIDirect the respondent to pay Rs. 1,00,000/- towards the litigation expenses incurred on filing the present complaint.

26. 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 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.

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):

- i. The respondent is directed to pay interest on the paid-up amount by the complainant at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 25.04.2016 till obtaining the occupation certificate (04.10.2021) from the concerned authority plus two months i.e., 04.12.2021.
- ii. The respondent is also directed to issue a revised account statement within 30 days from the date of this order after adjustment of delayed possession interest.
- iii. The complainant is directed to pay outstanding dues, if any remains after adjustment of interest for the delayed period and take the physical possession of the allotted unit in next 30 days from the date of this order.
- iv. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of Section 19(6) read with Section 17(1) of the Act of 2016, on payment of outstanding dues, stamp duty and registration charges as applicable.
- 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., 10.80% 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.

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- vi. The respondent shall not charge anything from the complainant which is not the part of the floor buyer's agreement.
- vii. The respondent is directed to not to levy holding charges and maintenance charges are to be levied w.e.f. 04.10.2021.
28. Complaint stands disposed of.
29. File be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.03.2026

HARERA
GURUGRAM