

BEFORE THE HARYANA REAL ESTATE REGULATORY
 AUTHORITY, GURUGRAM

 Date of Decision: **14.11.2025**

NAME OF THE BUILDER		AGRANTE REALTY LIMITED	
PROJECT NAME		"KAVYAM"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3413/2024	Pankaj Tyagi V/S Agrante Realty Limited	Sh. Akash Arora (Advocate) None
2.	CR/3414/2024	Suman Rawat V/S Agrante Realty Limited	Sh. Akash Arora (Advocate) None
3.	CR/3569/2024	Manisha Jain V/S Agrante Realty Limited	Sh. Akash Arora (Advocate) None
4.	CR/3572/2024	Archana Srivastava V/S Agrante Realty Limited	Sh. Akash Arora (Advocate) None

CORAM:

Shri Arun Kumar

HARERA
 ORDER
GURUGRAM
Chairman

1. This order shall dispose of four complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules

and regulations made there under or to the allottee as per the agreement for sale executed inter se.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Kavyam" (Affordable Group Housing Colony) being developed by the same respondent/promoter i.e., Agrante Realty Limited. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges along with interest and other.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

Project Name and Location	Agrante Realty Limited at "Kavyam" situated in Sector- 108, Gurugram.									
Project Area DTCP License No.	5.00 Acres 101 of 2017 dated 30.11.2017 valid upto 29.11.2022									
RERA Registered	Registered Vide registration no. 23 of 2018 dated 22.11.2018 Valid upto 31.11.2022									
Possession clause as per Affordable Housing Policy, 2013: - 1(iv) "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."										
Date of approval of building plans: - 06.07.2018.										
Date of environment clearance: - 20.08.2019.										
Due date of possession: - 20.02.2024										
<i>(Note: Due date to be calculated 4 years from the date of environment clearance i.e., 20.08.2019, being later)</i>										
Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of builder buyer agreement	Status of Possession	Total sale consideration and amount paid					
1.	CR/3413/2024 Pankaj Tyagi	1114, Tower-D	Allotment Letter: 04.08.2020	Due date of possession: 20.02.2024	TSC: - Rs.22,06,309/-					

	V/S Agrante Realty Limited DOF 01.08.2024 Reply 12.08.2025	488.30 sq. ft. (Carpet area) 79.73 sq. ft. (balcony area) (page 26 of reply)	(page no. 26 of reply) BBA: Not executed		AP: - Rs.20,24,445/-
2.	CR/3414/2024 Suman Rawat V/S Agrante Realty Limited DOF 01.08.2024 Reply 12.08.2025	201, 2 nd floor, Tower-B 512.50 sq. ft. (carpet area) 130.30 sq. ft. (balcony area) (page 40 of complaint)	03.08.2022 (page 33 of complaint)	Due date of possession: 20.02.2024	TSC: - Rs. 23,36,024/- AP: - Rs. 21,05,750/-
3.	CR/3569/2024 Manisha Jain V/S Agrante Realty Limited DOF 01.08.2024 Reply 12.08.2025	401, 4 th floor, Tower-A3 512.50 sq. ft. (carpet area) 130.30 sq. ft. (balcony area) (page 66 of complaint)	Allotment Letter: 04.08.2020 (page 66 of complaint) BBA: Not executed	Due date of possession: 20.02.2024	TSC: - Rs.22,40,974/- AP: - Rs.21,27,050/-
4.	CR/3572/2024 Archana Srivastava V/S Agrante Realty Limited DOF 01.08.2024 Reply 12.08.2025	104, 1 st floor, Tower-A3 512.50 sq. ft. (carpet area) 130.30 sq. ft. (balcony area) (page 37 of complaint)	05.08.2021 (page 32 of complaint)	Due date of possession: 20.02.2024	TSC: - Rs.22,55,651/- AP: - Rs. 21,24,426/-

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

1. Direct the respondent to deliver legal, legitimate and lawful possession of the apartment to the complainant on time as per the provisions of the agreement, the complainant seek delay possession interest to be paid by the respondent.

2. The respondent is liable to pay a sum of Rs. 1,90,390/- towards the delay caused which has been calculated at the rate of 10.85% from the due date of possession i.e., 31st August 2023 till 30th June 2024 further accruing till possession of the apartment is handed over to the complainant.

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

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

4. The aforesaid complaints were filed against the promoter on account of violation of the buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of delayed possession charges.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/3414/2024 titled as Suman Rawat V/S Agrante Realty Limited*** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	"Kavyam", Sector- 108, Gurugram
2.	Nature of project	Affordable group housing
3.	RERA registered/not registered	Registered vide registration no. 23 of 2018 dated 22.11.2018
	Validity status	31.11.2022
	registered area	5 acres
4.	DTPC License no.	101 of 2017 dated 30.11.2017
	Validity status	29.11.2022
	Name of licensee	Arvinder Singh & others
	Licensed area	5 acres
5.	Unit no.	TB-201, in Tower B, 2nd floor [page 40 of complaint]
6.	Unit area admeasuring	512.50 sq. ft. (carpet area) 130.30 sq. ft. (balcony area) [page 40 of complaint]
9.	Agreement to sale	03.08.2022 (page no. 33 of complaint)
10.	Building plan approved	06.07.2018

	on	[as per data available at DTCP official website]
11.	Environment clearance	20.08.2019 [as per data (A-H) available in the website of the authority]
12.	Date of start of construction	Not available
13.	Possession clause	<p>7. Possession of the apartment</p> <p>7.1 Schedule for possession of the said apartment</p> <p>The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within 4 years from the start of construction, unless there is delay or failure due to Court Order, Government Policy/guidelines, decisions, war, flood,.....</p>
14.	Possession clause as per Affordable Housing Policy, 2013	<p>1 (iv)</p> <p>All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.</p>
15.	Due date of possession	<p>20.02.2024</p> <p>[Calculated as 4 years from date of</p>

		environmental clearance i.e., 20.08.2019 as the same is later + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
16.	Total sale consideration	Rs. 23,36,024/- [as per account statement at page 69 of complaint]
17.	Amount paid by the complainant	Rs. 21,05,750/- [as per account statement at page 69 of complaint]
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:

- That the grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the apartment no. TB-201, 2nd floor, Tower B having carpet area of 512.50 sq. ft. in the project 'Kavyam' situated at Sector - 108, Gurugram, Haryana.
- That in the apartment buyer agreement it is stated that the respondent no.1 Agrante Realty Limited collectively owns and possesses land admeasuring 5 acres approximately situated at, Sector - 108, Gurugram, Haryana. The Director, Town and Country Planning Haryana, Chandigarh had granted permission vide licence bearing no. 101 of 2017 dated 30-11-2017 to Agrante Realty Limited i.e. one of the group companies of Respondent No.1, for developing a residential group housing project

comprising of multi storied residential apartments to be known as 'Kavyam.

III. That based on the licence, the respondent collected a huge amount from gullible and naïve buyers including the complainant from 2021 onwards and kept on promising the complainant for the delivery of possession of their apartment on time as per the agreement. The complainant had paid, the payable amounts, as and when demanded by the respondent, a total of Rs.21,05,750/- till September, 2022 for the apartment. But the respondent has not yet completed the construction works at the project site and have not offered the legitimate possession of the apartment to the complainant till date.

IV. That the complainant availed a loan facility from IIFL, a non-banking financial company (NBFC) to pay the unit price to the builder for his dream home.

V. That the complainant have been diligently paying the Equated Monthly Installments (EMI) along with the interest from his hard-earned money. This has been a substantial financial burden, but he have prioritized these payments to ensure that he can secure their dream home.

VI. That as per the apartment buyer agreement, the respondent promised to deliver the possession by 31st August, 2023 as mentioned in clause 7.1 page 14 of the agreement. Now, even after a delay of more than ten months (10), the respondent has not completed the construction works and have failed to offer the legitimate possession of the apartment to the complainant till date.

C. Relief sought by the complainant:

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

- Direct the respondent to deliver legal, legitimate and lawful possession of the apartment to the complainant on time as per the provisions of

the agreement, the complainant seek delay possession interest to be paid by the respondent.

ii. The respondent is liable to pay a sum of Rs. 1,90,390/- towards the delay caused which has been calculated at the rate of 10.85% from the due date of possession i.e., 31st August 2023 till 30th June 2024 further accruing till possession of the apartment is handed over to the complainant.

10. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds:

- I. That the complainant booked the unit/flat bearing no. TB-201, Tower no. D, having a carpet area of 512.5 sq. ft. in the project of the respondent namely "KAVYAM", under the affordable housing policy 2013, which is situated at Sector 108, Gurgaon-122006, Haryana for a total consideration amount of Rs. 23,36,024/-.
- II. That on 05.02.2019, the complainant had paid an amount of Rs. 1,05,758/- as a booking amount and the respondent had issued an acknowledgement receipt for the same.
- III. That subsequently, an allotment letter dated 01.07.2019 was issued to the complainant by the respondent. Thereafter, the apartment buyer agreement was executed on 03.08.2022 between the parties.
- IV. That the respondent issued demand letters as per the payment plan and the complainant made the payment of Rs. 20,14,950/- out of the total sale consideration of Rs. 23,36,024/-.

V. That clause 7.1 of the agreement prescribes the schedule for possession of the said apartment. The possession of the unit was to be delivered by August 2023. However, as a result of Covid-19, the force majeure clause was invoked thereby leading to an unavoidable delay in delivering the possession of the unit, which was entirely beyond the control of the respondent.

VI. That the clause 7.1 of the agreement provides an exemption if the delay is caused beyond the control of the respondent, such as due to force majeure, which will be excluded from the calculated time period. Due to the disruption caused during the first wave of the Covid-19 outbreak, various relief measures were granted to the Real Estate industry by the State Government. Due to the worldwide pandemic, there was general shortage of the labour and material resulting in delay and same amount to the force majeure condition. The policy instructions were issued vide memo dated 28.07.2020 and 04.08.2020, relaxation was provided to the real estate sector in the state of Haryana by providing a moratorium of six months for making various compliances related approval of licensed colonies and CLU permission. Further Council of Minister in its meeting vide on 15.06.2021 extended the moratorium and considered the zero period from 1.04.2021 to 31.05.2021.

VII. That on 12.01.2017, the Environment Pollution (Prevention and Control), Authority for the national capital region implemented the graded response action. The authority based on the forecast and prediction has decided that the measure put into the place for very poor/ severe category of GRAP from 15.10.2019 would be lifted because the region is expected to stay in moderate/poor category in terms of the air quality. However, same through the urgent notice put further ban from 15.10.2019 and directing to enforce poor/severe category

measures under GRAP which consequently delay in the construction of the flat/unit.

VIII. That the complainant also did not adhere to the payment schedule, as most of the payment made after the expiry of the due dates resulted in violation of the agreement in turn affecting the obligation of the respondent in terms of handing over the possession of the unit. The respondent sent pre cancellation notice dated 15.09.2022 followed by demand letters dated 01.07.2022, 02.08.2022 and reminder letter dated 02.08.2022, 02.07.2022 as complainant failed to pay the outstanding amount in timely manner. The respondent also sent reminder dated 18.02.2022 followed by 11.02.2022, 27.01.2022, 10.01.2022, 16.09.2021, 26.11.2021, 06.09.2021, 05.08.2021, 10.07.2021. However, complainant only paid Rs. 1,00,000/- as part payment. That till complainant pending amount went upto more than Rs. 5,00,000/- which he paid after sending above mentioned reminders and pre cancellation notice dated 15.09.2022, complainant on every occasion failed to pay his instalment on time. That respondent has sent various notices, reminders, demand letters for outstanding payment but complainant failed to pay the instalment on time. However, after sending multiple reminders and demand letters the complainant clear his dues only after respondent sent pre cancellation notice dated 15.09.2022.

IX. That the project faced unforeseen market fluctuations, including an unprecedented rise in construction material costs, which impacted the construction schedule due to the outbreak of Covid-19 pandemic. Despite this, the respondent strived to keep the project on track. However, these factors which were beyond the control of the respondent inevitably led to delays in the completion of the project and the handing over of possession to the complainant.

X. That due to the disruptions caused by the COVID-19 pandemic, there was a significant impact on the supply chain, leading to delays in the procurement of essential construction materials. Additionally, the availability of labour was severely affected, as many workers returned to their home states during the lockdowns and were unable to return promptly due to travel restrictions and health concerns. These factors, beyond the control of the respondent, further contributed to the delay in completing the project and handing over possession to the complainant.

XI. That the project was also affected by adverse weather conditions due to bad air quality all over the NCR region which caused delays in construction activities. The respondent took all possible measures to mitigate the impact of such weather conditions, but the delays were inevitable due to the safety concerns of the labour.

XII. That in 2022 Commission for air quality management in national capital region and adjoining areas vide its order dated 29.10.22 implemented the actions under Stage-III of GRAP for Severe plus category of AQI in Delhi NCR and revoked the order of Stage-III GRAP vide its order dated 14.11.2022, in same manner the commission implemented and imposed Stage-III of GRAP through orders dated 04.12.2022, 30.12.2022, 06.01.2023, 02.11.2023, 22.12.2023, 14.01.2024, 14.11.2024, 03.01.2025 and 09.01.2025 and revoked the same through revocation orders dated 07.12.2022, 04.01.2023, 15.01.2023, 28.11.2023, 01.01.2024, 18.01.2024, 27.12.2024, 05.01.2025 and 12.01.2025 respectively, due to these reasons the construction work in Delhi NCR had stopped for approximately 129 days between 29.10.2022 to 12.01.2025.

XIII. That on various occasions the time period between the revocation of Stage-III GRAP and Re-implementation of the Stage-III GRAP is less than 10 days, sometimes 4 days, made difficult for Promoter to continue the construction and caused loss of time and money. In view of the above-mentioned reasons the procurement of materials, machinery, labour, collection was becoming impossible for respondent, due to which respondent was unable to utilize this short span of time between the GRAP period and caused stoppage in work for almost nine months.

XIV. That the possession of the unit as per the agreed clause in the apartment buyer agreement, was scheduled for August, 2023. However, due to unprecedented and unforeseen circumstances beyond the control of the respondent, such as the onset of the COVID-19 pandemic, the government-imposed moratorium period of 8 months, and various legal restrictions and bans, including construction bans due to environmental and health concerns, the completion of the project was unavoidably delayed. The combined effect of these external factors necessitated the extension of the project timeline. As a result, the delivery of possession has to be exempted from the original timeline and is reasonably be extended to March 2026. Therefore, the present complaint is premature, not maintainable, and liable to be dismissed.

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

E. Jurisdiction of the authority:

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

E.I Territorial jurisdiction

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

E.II Subject-matter jurisdiction

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

Section 11.....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

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

F. Findings on the objections raised by respondent.

F.I Objections regarding force majeure

17. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders/restrictions of the environment pollution (Prevention and Control) Authority, NCT, Delhi as well as competent authorities and major spread of Covid-19 across worldwide. The Authority observes that as per clause 1(iv) of the affordable housing policy, 2013 the possession of the unit was to be handed over within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. The date of building plan is 06.07.2018 and date of environment clearance was 20.08.2019. The due date is calculated from the date of environment clearance being later which comes out to be 20.08.2023. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession was 20.02.2024. As far as other contentions of the respondent w.r.t delay in construction of the project is concerned, the same are disallowed as the orders passed by Authorities was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Moreover the promoter is required to take the same into consideration while launching the project. Thus, the promoter/respondent cannot be granted any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

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

- i. **Direct the respondent to deliver legal, legitimate and lawful possession of the apartment to the complainant on time as per the provisions of the agreement, the complainant seek delay possession interest to be paid by the respondent.**

ii. The respondent is liable to pay a sum of Rs. 1,90,390/- towards the delay caused which has been calculated at the rate of 10.85% from the due date of possession i.e., 31st August 2023 till 30th June 2024 further accruing till possession of the apartment is handed over to the complainant..

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

"Section 18: - Return of amount and compensation

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

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

(Emphasis supplied)

19. The said project is an affordable housing project and the Clause 1(iv) of the affordable housing policy, 2013 is relevant and reproduced below:

1 (iv)

All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."

(Emphasis supplied)

20. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

21. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 14.11.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
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—

 - (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;"*
24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **10.85%** by the respondent/ promoter which is the same as is being granted to it in case of delayed possession charges.

25. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contraventions as per provisions of rule 28, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 1(iv) of the affordable housing policy, 2013 the possession of the subject unit was to be delivered within 4 years from the date of sanction of building plans or receipt of environmental clearance, whichever is later. Therefore, the due date of handing over possession is 20.02.2024 to be calculated 4 years from the environmental clearance i.e., 20.08.2019 being later including grace period of 6 months on account of Covid-19. Till date no occupation certificate has been obtained by the respondent/promoter. The authority is of the considered view that there is delay on the part of the respondent/promoter to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and to hand over the possession within the stipulated period.

26. The Authority further finds that there has been a delay on the part of the respondent/promoter in offering possession of the allotted unit to the complainant in accordance with the terms of the buyer's agreement. This delay constitutes a failure on the part of the respondent/promoter to fulfill their contractual obligations, including the timely delivery of possession as stipulated in the agreement. 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.

27. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent/promoter is established. As such, the allottee shall be paid by

the promoter interest at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 20.02.2024 till the offer of possession of the subject unit after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.

H. Directions of the Authority:

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

- i. The respondent is directed (in all the above mentioned complaints) to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 20.02.2024 till the offer of possession of the subject unit after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of 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 this order as per rule 16(2) of the rules and thereafter monthly payment of interest be paid till date of handing over of possession shall be paid on or before the 10th of each succeeding month.
- iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be 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 to the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

- iv. The complainant is also directed to pay the outstanding dues, if any.
- v. The respondent shall not charge anything from the complainant, which is not the part of the buyer's agreement.

29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

30. Complaints stand disposed of.

31. Files be consigned to registry.



HARERA
GURUGRAM