

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

Complaint no. : **2995 of 2024**
Date of complaint: **17.07.2024**
Date of decision : **16.12.2025**

Suman Lata Sharma

Resident of: House No. 1419, MC Ward, Sector-4,
Near Swimming Pool, Gurugram-122001, Haryana.

Complainant

Versus

M/s Pivotal Infrastructure Private Limited

Regd. Office at: 309, 3rd Floor, JMD Pacific Square,
Sector-15, Part-II, Gurugram-121001.

Respondent

CORAM:

Shri Arun Kumar

Shri Phool Singh Saini

Chairman

Member

APPEARANCE:

Shri Vijay Pal Chauhan (Advocate)

Shri Ankit Vohra (AR)

Complainant

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 provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"Ridhi Sidhi" at Sector-99, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	6.19375 acres
4.	DTCP license no.	86 of 2014 dated 09.08.2014 Valid up to 31.03.2026
5.	RERA Registered/ not registered	Registered vide no. 236 of 2017 dated 19.09.2017 Valid up to 08.08.2019
6.	Registration extension vide no.	HARERA/GGM/REP/RC/236/2017/EXT/177/2019 dated 30.12.2019 Valid up to 31.08.2020
7.	Unit no.	0302, 3rd floor, Tower-T3 (As per page no.18 of the complaint)
8.	Unit area admeasuring	487 sq. ft. (Carpet area) (As per page no. 18 of the complaint)
9.	Allotment letter	05.09.2015 (As per page no.18 of the complaint)
10.	Date of apartment buyer's agreement	03.12.2015 (As per page no. 25 of the complaint)
11.	Date of building plan approval	17.10.2014 (As per page no. 19 of the reply)
12.	Environmental clearance dated	22.01.2016 (As per page no. 25 of the reply)
13.	Possession clause	8.1 EXPECTED TIME FOR HANDING OVER POSSESSION "Except where any delay is caused on account of reasons expressly provided for under this Agreement and other situations beyond the reasonable control of the Company and subject to

		<p>the Company having obtained the occupation/completion certificate from the competent authority(ies), the Company shall endeavor to complete the construction and handover the possession of the said Apartment within a period of 4 years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder."</p> <p style="text-align: right;">(Emphasis Supplied)</p> <p>(As per page no. 37 of the complaint)</p>
14.	Due date of possession	<p>22.01.2020</p> <p>[Note - Due date of possession is calculated from the date of environmental clearance dated 22.01.2016, being later]</p>
15.	Total sale consideration	<p>Rs.19,98,000/-</p> <p>(As per BBA at page no.30 of the complaint)</p>
16.	Amount paid by the complainant	<p>Rs.22,56,875/-</p> <p>(As alleged by the complainant on page no. 14 of the complaint also confirmed by both counsels during proceedings dated 16.12.2025)</p>
17.	Letter for GST Input Tax Credit	<p>26.03.2019 (for Rs.12,517/-) and 02.08.2021 (for Rs.12,550/-) Page 38-39 of reply)</p>
18.	Application for OC	<p>22.12.2022</p> <p>(As per page no. 38 of complaint)</p>

19.	Occupation certificate	Not obtained (As confirmed by AR for respondent)
20.	Offer of fit out possession	24.06.2023 (As per page no.70 of complaint)
21.	Offer of possession	Not offered

B. Facts of the complaint:

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

- I. That the complainant is law abiding citizen of India and belongs to low middle class family.
- II. That being impressed by the advertisement shown by the respondent through various mode of communication including but not limited to news-papers and pamphlets the complainant came to know that the respondent is developing an Affordable Group Housing Colony under the name and style of "Riddhi Siddhi" in Village Kherki Majra-Dhankot, Sector 99, Tehsil and District Gurgaon (hereinafter referred to as the "said Project". under the Affordable Housing Policy, 2013 issued by the Government of Haryana. Under this policy the respondent invited application from general public.
- III. That the complainant applied for allotment of a residential apartment with the respondent vide application no.1151 on 03.04.2015 along with necessary documents and booking amount Rs.1,01,300/- It is not out of place to mention that under the Affordable Housing Policy, 2013, the allotment of the apartment was to be done on the basis of draw of lots.
- IV. That the complainant was allotted a 2 BHK apartment bearing no.0302 on 3rd floor in Tower no. T-3, having carpet area 487 sq. ft. as well as allotment of a two-wheeler car parking in the said project, in a draw of lots conducted by the respondent in presence of official of Town and Country Planning Department, Haryana. The allotment was further confirmed vide

allotment letter dated 05.09.2015 issued by the respondent. The allotment of the apartment was made against total sale consideration Rs.19,98,000/- which is inclusive of booking amount paid by the complainant and the total sale consideration was to be paid within a period of 36 months from the date of allotment.

- V. That it is not out of place to mention that building plans of the project were sanctioned on 17.10.2014 and environmental clearance were received on 22.01.2016.
- VI. That a one-sided apartment buyer's agreement was executed by the respondent in favour of the complainant on dated 03.12.2015. The terms and conditions of the agreement were totally one sided in favour of the respondent and against the complainant.
- VII. That as per the clause 8.1 of the agreement the possession of the apartment was to be delivered within a period of 4 (four) years from the date of grant of sanction of buildings plans for the project or the date of receipt of all the environmental clearance necessary for the completion of the construction and development of the project, whichever is later.
- VIII. That the due date of possession of the apartment was on 21.01.2020 calculated from the date of environment clearance as per the terms of the agreement.
- IX. That pursuant to the terms and conditions of the agreement the complainant have been continuously and regularly paying the amount pursuant to the demand letters issued by the respondent and as per the schedule of payment. Till date of filing the complaint in hand the complainant has paid an amount of Rs.22,56,875/- (inclusive of taxes) to the respondent.

X. That the complainant, sometime in December, 2021, visited the site of the project and to their utter shock noticed that there is no construction work of the project since a long without any hint or semblance of construction activity. Thereafter the complainant approached the office of the respondent and enquired the staff regarding construction and completion of the project, but there was no satisfactory reply from any of the officials of the respondent. That the complainant subsequently kept following up but respondent did not provide any information to the complainant. That till the date of filing the present complaint only bare structure of the few of the towers is standing there at project site.

XI. That whenever the complainant visited the office of the respondent, he was sent back on verbal assurance that his grievance would soon be redressed and possession of the apartment would be offered very soon after the completion of the project. However, till date there is no progress at all.

XII. That as the respondent failed to live up of its commitment and failed to deliver the possession of the apartment to the complainant by due date, the complainant asked the respondent for delay penalty on the amount paid by them along with compensation, but he grievance of the complainant has not been redressed by the respondent.

XIII. That due to non-performance of its obligations and duties the complainant is going through mental pain and agony and he is paying rent as well as monthly installment to the bank.

XIV. That in the month of July the respondent sent a letter regarding offer to fit out , and complainant accept that on condition that the respondent will pay the delay possession charges and complainant also asked for the OC of the project and the respondent assured that the company has already

applied the OC and will get it soon and delay possession charges regarding the unit will be clear very soon. That the respondent hand over the key on 11.11.2023 and get signed a letter address to the Senior Town Planner, Gurugram. But till date the delay possession charges not paid the respondent till date. On assurance of the respondent, the fit-out possession of the flat has taken by the complainant.

XV. That the entire sequentia of events leading to the instant complaint establish the malafide intent of the respondent to defraud the complainant of his hard-earned money. In this hue, it is reverentially submitted that such conduct on the part of the respondent is tantamount to breach of the contractual obligations of the Agreement. Ergo, the complainant is entitled to exercise its right conferred by the Real Estate (Regulation & Development) Act, 2016 under section 31 read with section 19(3) read with section 18 or in alternative section 19(4) read with section 18 of the Act.

XVI. That this Authority has ruled that the developers cannot use the force majeure clause for lack of approvals, financial crises and any other proceedings and directed the builder to handover the possession of the apartment and to pay an interest.

XVII. That the great prejudice shall be caused to the complainant if the present complaint with humble submission and relief are not allowed.

XVIII. That due to the acts of the above and terms and conditions of the agreement, the complainant has been unnecessarily harassed mentally as well as financially, therefore the respondent is liable to compensate the complainant on account of aforesaid act of unfair trade practice.

XIX. That there are clear unfair trade practices and breach of contract and deficiency in services of the respondent and much more a smell of playing

fraud with the complainant and other allottees and is *prima facie* clear on the part of the respondent which makes them liable under the provisions of the RERA Act.

XX. That in a similar matter titled as "*Amit Verma Vs Pivotal Infrastructure Pvt. Ltd. Complaint No.5008 of 2021*", decided on 17.05.2022 pertains to the same developer and same project, this Hon'ble Authority has allowed the complaint filed by the complainant.

XXI. That the complainant does want to withdraw from the project. The respondent has not fulfilled its obligations provided under the RERA Act, 2016 and therefore the respondent is obligated to pay interest at the prescribed rate for every month of delay till the handing over of the possession.

XXII. That the present complaint has not been filed by the complainant for seeking compensation, without prejudice, complainant reserve the right to file a complaint for grant of compensation with the Adjudicating Officer.

C. Relief sought by the complainant:

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

- Direct the respondent to construct and complete the project in all respect and deliver the possession of the apartment allotted in favour of the complainant after obtaining occupation certificate from the concerned competent authorities.
- Direct the respondent to pay delayed possession interest on the amount paid by the complainant at the prescribed rates from the due date of possession in terms of agreement till the actual date of possession on every month along with arrears as per the provisions of the RERA Act, 2016. the respondent to pay interest for every month of delay at the prevailing rate of interest as per Act of 2016.
- The complainant is also entitled to any other relief to which he is found entitled by this Hon'ble Authority.

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

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds:
 - a. That the present complaint is not maintainable as the same is contrary to the provision of the Act, 2016 & Rules, 2017. That this Authority does not have the jurisdiction and adjudicate the present complaint. Therefore, the present complaint is liable to be dismissed.
 - b. That the respondent was granted a license bearing no. 86 of 2014 dated 09.08.2014 for the development of an affordable group housing residential colony on the land admeasuring area of 6.19375 acres situated in the revenue state of village Kherki-Marja Dhankot, Sector-99, Gurugram. The respondent thereafter, obtained all the relevant approvals and sanctions to commence the construction of the project. The respondent obtained the approvals of the building plans on 17.10.2014 and also obtained the environmental clearance on 22.01.2016.
 - c. That it is clearly evident from the aforesaid approvals granted by the various authorities, the respondent was entitled to complete and build the project till 31.08.2020. However, due to the outbreak of the pandemic Covid-19 in March, 2020, a national lockdown was imposed as a result of which all the construction works were severely hampered. Keeping in view of the difficulties in completing the project by real estate developers, the Hon'ble Authority granted 6 months extension to all the under-construction projects vide order dated 26.05.2020. Thereafter due to the second covid-19 wave from January to May 2021 once again the construction activities came to a standstill. The pandemic led to severe

shortage of labour which resulted in the delay in completing the construction of the project for which the time of 6 months granted by the Hon'ble Authority was not sufficient as the effect of labour shortage continued well beyond for more than 12 months after the covid-19 lockdown. Furthermore, the pandemic lockdown caused stagnation and sluggishness in the real estate sector and had put the respondent in a financial crunch, which was beyond the control of the respondent.

- d. That the construction of the project had been stopped/obstructed due to the stoppage of construction activities several times during this period with effect from 2016 as a result of the various orders and directions passed by Hon'ble National Green Tribunal, Environment Pollution (Control and Prevention) Authority, National Capital Region, Haryana State Pollution Control Board, Panchkula and various other authorities from time to time. The stoppage of construction activities abruptly had led to slowing down of the construction activities for months which also contributed in the delay in completing the project within the specified time period.
- e. That the delivery of the unit by the respondent within the agreed period of 4 years from the date of grant of building approvals or from the date of grant of environmental clearance whichever is later, was incumbent upon the complainant making timely payments. The complainant, in the present matter, have failed to make timely payments and there were substantial delays in making the payments of the due instalments as is evident from the demand letter.
- f. That before obtaining the physical possession of the above-mentioned unit, the complainant paid the other charges amount of Rs.99,589/-. Thereafter complainant obtained the physical possession of the said unit.

g. That the complainant only paid the basic sale price of the unit is Rs.19,98,000/- & Rs.96,465/- Tax & Rs.62,437/- as a VAT to respondent. The respondent gave GST benefit amount of Rs.25,067/- to complainant.

h. That the present project is an affordable group housing project being developed in accordance with the provision of the Affordable Housing Policy, 2013. The allotment price of the unit was fixed by the Government of Haryana and in terms of the policy, the respondent was paid the allotment price in instalments. Though, the allotment price was fixed by the Government of Haryana in the year 2013 but the same was not revised till date. Although the construction cost has increased the manifolds but the Government of Haryana had failed to increase the allotment price. The Government of Haryana had failed to take into account the increase in the construction cost since the policy in the year 2013. If by conservative estimates the construction cost is deemed to have increased by 10% every year then till date the construction costs have got doubled since the date of promulgation of Affordable Housing Policy, 2013. The license for the project was granted on 11.08.2014 and the respondent was permitted to sell the units at the allotment price of Rs.4000/- per sq. ft., the project is being constructed by the respondent and is near completion. The respondent had applied for grant of occupation certificate vide application dated 22.12.2022 and the same is expected soon.

7. All other averments made by the complainant were denied in toto.

8. 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:

9. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. 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

11. 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.

12. 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 delay due to force majeure circumstances

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

based on aforesaid reasons, the plea advanced in this regard is untenable and it is well settled principle that a person cannot take benefit of its own wrong.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent to construct and complete the project in all respect and deliver the possession of the apartment allotted in favour of the complainant after obtaining occupation certificate from the concerned competent authorities.

G.II Direct the respondent to pay delayed possession interest on the amount paid by the complainant at the prescribed rates from the due date of possession in terms of agreement till the actual date of possession on every month along with arrears as per the provisions of the RERA Act, 2016. the respondent to pay interest for every month of delay at the prevailing rate of interest as per Act of 2016.

G.III Any other relief as this Hon'ble Authority may deem fits.

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

15. In the present complaint, the complainant had booked a unit and vide allotment letter dated 05.09.2015, allotted a unit bearing no.0302, 3rd floor, Tower-T3, having 487 sq. ft. (carpet area) in project "Riddhi Siddhi" situated at Sector-99, Gurugram, being developed by the respondent. Thereafter, a buyer's agreement was executed interse parties on 03.12.2015. The allottee had paid an amount of Rs.22,56,875/- out of total sale consideration of Rs.19,98,000/-.

16. As per clause 8.1 of the apartment buyer's agreement provides for handing over of possession and is reproduced below for ready reference:

8. Handing over of possession

8.1 Expected Time for Handing over Possession

"Except where any delay is caused on account of reasons expressly provided for under this agreement and other situations beyond the reasonable control of the company and subject to the company having obtained the occupation/completion certificate from the competent authority(ies), the company shall endeavor to complete the construction and handover the possession of the said apartment within a period of 4 years from the date

of grant of sanction of building plans for the project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the project, whichever is later, subject to timely payment by the allottee of all the amounts payable under this agreement and performance by the allottee of all other obligations hereunder."

(Emphasis supplied)

17. The due date of possession of the apartment as per clause 8.1 of the apartment buyer's agreement is to be calculated as 4 years from the date of environmental clearance i.e., 22.01.2016 being later. Therefore, the due date of possession comes out to be 22.01.2020. However, the offer of possession was made by the respondent to the complainant on 24.06.2023.

18. It is necessary to clarify whether intimation of possession dated 24.06.2023 made to complainant-allotees tantamount to a valid offer of possession or not? The Authority is of considered view that a valid offer of possession must have following components:

- a. Possession must be offered after obtaining occupation certificate.*
- b. The subject unit should be in a habitable condition.*
- c. The possession should not be accompanied by unreasonable additional demands.*

19. In the present matter, the respondent has issued intimation of possession with respect to the allotted unit on 24.06.2023 i.e., before obtaining completion certificate (CC)/ part CC from the concerned department. Therefore, no doubt that the offer of possession has been sent to the complainant but the same is for fit outs. Thus, the offer of possession dated 24.06.2023 is an invalid offer of possession, as it triggers component (a) of the above-mentioned definition.

20. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. 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)

21. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges at the prescribed rate as per the Act of 2016. Section 18 provides that where an allottee does not intend to withdraw from the project, she shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under:

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

(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.

22. 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.

23. 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., 16.12.2025 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

24. 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;"*

25. 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.

26. The Authorized representative of the respondent during proceedings dated 16.12.2025 stated that the construction is completed and an application for the grant of occupation certificate has already been made to the concerned authority on 22.12.2022 but occupation certificate is yet to be obtained.

27. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 8.1 of the buyer's agreement, the due date of handing over of possession of the unit in question is 22.01.2020 (calculated from the date of environmental clearance, being later). A document is placed

on record by the respondent which shows that an application for grant of occupation certificate was made on 22.12.2022 which is yet to be approved by the competent authority. Therefore, the respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer the possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 31.03.2016 executed between the parties.

28. Section 19(10) of the Act, 2016, it is the duty of 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 occupation certificate. This 2 months' time is reasonable time to be given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit and other procedural documentations etc.

29. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of respondent is established. As such the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 22.01.2020 till offer of possession of the said unit after obtaining the occupancy certificate from the concerned authority plus two months or actual handing over of possession, whichever is earlier, at prescribed rate i.e., 10.80% p.a. as per proviso to Section 18(1) of the Act, 2016 read with Rule 15 of the Rules, 2017, *ibid*.

H. Directions of the Authority:

30. 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 delay interest to the complainant against the paid-up amount of Rs.22,56,875/- at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 22.01.2020 till offer of possession of the said unit after obtaining the occupancy certificate from the concerned authority plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, ibid.
- ii. The arrears of such interest accrued from 22.01.2020 till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per Rule 16(2) of the Rules.
- iii. The 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.
- iv. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within 30 days and complainant is directed to pay outstanding dues, if any remains after adjustment of interest for the delayed period.

v. The respondent shall not charge anything from the complainant which is not the part of the apartment buyer's agreement dated 03.12.2015 as well as Affordable Housing Policy, 2013.

31. Complaint as well as application, if any, stands disposed of accordingly.

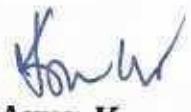
32. File be consigned to registry.


(Phool Singh Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 16.12.2025


(Arun Kumar)

Chairman



HARERA
GURUGRAM