

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

Complaint no. : 5377 of 2025
Date of filing : 16.10.2025
Date of Decision : 13.02.2026

1. Tarun Jain
2. Seema Jain

Both R/o: 8, Kew Crescent, Singapore-466246

Complainants

Versus

M/s/ Ansal Housing Limited

Address: - Indra Prakash Building, 606, 6th Floor, 21,
Barakhamba Road, New Delhi-110001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Nikhil Thakur (Advocate)

None

Complainants

Respondent

ORDER

1. The present complaint dated 16.10.2025 has been filed by the complainants/allottee in Form CRA 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 to the allottees as per the agreement for sale executed inter se them.

A. Project and unit related details

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

S.N.	Particulars	Details
1.	Project name and location	"Estella" , Sector 103 Gurugram
2.	Nature of project	Group Housing Project
3.	RERA registered/not registered	Not registered
5.	Date of builder buyer agreement	12.07.2012 (page no. 19 of complaint)
6.	Unit no.	N-0404 (page no. 23 of complaint)
7.	Area admeasuring	1945 sq. ft. (page no. 23 of complaint)
8.	Possession clause	30 The Developer shall offer possession of the Unit any time, within a period of 36 months from the date of execution of Agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and

		above the period of 36 months as above in offering the possession of the Unit. <i>(Emphasis supplied)</i>
9.	Due date of possession	12.01.2016 (36 months from the date of agreement i.e 12.07.2012 as the date of construction is not on record plus 6 months grace period allowed being unqualified)
10.	Total sale consideration	Rs. 78,36,875/- (as per payment plan on page no. 39 of complaint)
11.	Paid up amount	Rs. 74,85,496/- (as per customer ledger at page no. 52 of complaint)
12.	Occupation certificate	Not obtained
13.	Offer of possession	Not Offered

B. Facts of the complaint

3. The complainants have made the following submissions in their complaint:
 - I. That the complainants have invested their lifetime family savings into purchasing a residential apartment in the project developed by the respondent titled as 'Estella' located at Sector - 103, Gurgaon, Haryana for self-usage.
 - II. That the respondent represented to the claimant that the said project was going to be a state-of-the-art luxury residential apartment having several sports amenities. The respondent made lucrative promises and showed brochures to the complainants promising several luxury

amenities. The respondent represented that the demarcation/zooming plans, layout plans and building plans were already approved by the relevant authority.

- III. Based on the representations made by the respondent, the complainants booked a flat in the said project on 16.06.2011 by paying a booking amount of Rs. 6,42,600/-.
- IV. That a builder buyer agreement was executed on 12.07.2012 for a total unit base sale price of Rs. 68,56,125/- this was inclusive of total preferential location charges of Rs. 2,43,125/- and Rs. 2,50,000/- for one (1) covered parking space thereby aggregating the total consideration to Rs. 78,36,875/-. A construction-linked payment plan was agreed upon and followed for the purpose of the underlying agreement.
- V. That the complainants have paid the agreed sale consideration as well as all additional charges demanded from time to time, and there is no default attributable to them under the payment schedule or the agreement terms.
- VI. That under the payment plan and as substantiated by the respondent's own customer ledger the complainants paid nearly Rs.74,85,496/- up to 2022 which corresponds to approximately 95.5% of the total sale consideration. These payments were aligned with the payment plain in the builder buyer agreement and are duly reflected in the respondent's ledger as having been received by the respondent.
- VII. That under the construction-linked payment plan, the final 2.5% instalment and other associated charges were payable only upon a valid "Offer of Possession." In view of settled legal principles under the RERA Act, such an offer must necessarily include: (a) Completion of

construction; (b) Grant of occupancy or completion certificate; (c) Fit-out permission and actual readiness of the unit; and (d) Provision of essential amenities like lift, water/electricity connection, access roads, etc. In the absence of these, no valid demand can arise for the final instalment.

- VIII. That according to a statement dated 14.02.2022 issued by the respondent an amount of Rs. 15,40,650/- was shown as payable to Ansal Housing Limited ("AHL") and an amount of Rs. 2,05,905/- was shown as payable to SEMS at the time of alleged "offer of possession for fit-outs". However, this so-called offer was merely illusory and without any actual handing over of possession or readiness of the unit for occupation. It is submitted that no fit-out possession letter was physically delivered, no keys were handed over, and the project/site continued to remain incomplete and unfit for habitation. Therefore, the respondent's demand for payment at that stage was arbitrary, and the complainants were unable to take possession due to the continuing unavailability of a habitable unit.
- IX. That the conditions precedent for a valid offer of possession under the builder buyer agreement remain unfulfilled even as of the filing of this complaint. The respondent has not completed construction, has not obtained occupancy certification and has failed to make the unit habitable. This fact is fortified by the letter dated 15.06.2025 issued by the Haryana Real Estate Regulatory Authority, Gurugram, to DCP Haryana, categorically recording that no occupation/completion certificate has been issued till date for the project.
- X. That as per clause 30 of the allotment letter, the promised date of possession was 36 months with a grace period of 6 months either from

the date of execution of the agreement which would be over by 11.07.2015 (upon taking into account 36 months) and even after the grace period, the possession had to be given by 11.01.2016. However, till date the respondent has failed to offer or hand over physical possession of the unit to the complainants despite repeated assurances and receipt of substantial payment amounting to Rs. 74,85,496/-.

- XI. In light of the respondent's admitted and continuing default in offering actual possession, the above amounts cannot be demanded in law without first effecting valid delivery of possession in accordance with the flat buyer agreement (allotment Letter) and applicable legal provisions. Any such demand without fulfilling the corresponding obligation of delivery is not only premature but also contrary to the spirit of Section 18 of the RERA Act.
- XII. That the delay in offering genuine, habitable, and legally deliverable possession beyond the committed date of 11.01.2016 has no legal justification. The so-called offer in February 2022 was not backed by any occupancy certificate, readiness of common areas, lift installation, or delivery of actual possession in terms of the flat buyer agreement (Allotment Letter). The complainants, therefore, remains deprived of both possession and use of the apartment. Moreover, no force majeure event or regulatory impediment has been cited that would justify this prolonged delay. The complainants are hence entitled to monthly interest for each month of delay, in addition to compensation for inconvenience, loss of rental opportunity, and mental harassment.
- XIII. The delay beyond 11.01.2016 is not backed by any valid justification, and the buyer is entitled to monthly interest for the period of delay along with consequential compensation for loss and harassment.

Moreover, the respondent cannot seek protection under any force majeure event since all approvals were already in place and no exceptional circumstances have been proved.

C. Reliefs sought by the complainants

4. The complainants are seeking the following relief:
 - I. Direct the respondent to complete all the pending works, obtain occupation certificate and handover actual physical and legally valid possession of unit no. N-0404 in the project Estella.
 - II. Direct the respondent to pay delay possession compensation interest under section 18(1) (a) of the RERA Act, 2016 for each month of delay in possession from 11.01.2016 till the date of actual delivery of possession at the rate prescribed.
 - III. Pass a decree of compensation towards mental agony, pain and harassment suffered by the complainants at the hands of respondent due to no fault of his but due to delay caused by respondent to the tune of Rs. 5,00,000/-.
 - IV. Pass an order awarding compensation towards the loss of opportunity return on investment to the tune of Rs. 60,00,000/-.
 - V. Direct the respondent to pay Rs. 2 Lakhs towards reimbursement towards legal fees and costs.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contravention 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 filed by the respondent.

6. The respondent has contended the complaint on the following grounds:

- I. That the complainants had approached the answering respondent for booking a flat no. 0401 in an upcoming project Estella, Sector 103, Gurugram. Upon the satisfaction of the complainants regarding inspection of the site, title, location plans, etc. an agreement to sell dated 23.05.2013 was signed between the parties.
- II. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the apartment buyer agreement was signed between the complainants and the respondent in the year 2013. The regulation at that concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. It is further submitted that Parliament would not make the operation of a statute retrospective in effect.
- III. That the complaint specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. It is submitted that the complainants cannot be allowed to take advantage of his own wrong.
- IV. That even if for the sake of argument the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainants belatedly. The complainants has admittedly filed the complaint in the year 2024 and the cause of action accrue in year 2017 as per the complaint itself. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.
- V. The agreement which was signed in the year 2013 without coercion or any duress cannot be called in question today. It is submitted that the builder buyer agreement provides for a penalty in the event of a delay in giving possession. It is submitted that clause 35 of the said agreement

provides for Rs. 5/ sq foot per month on super area for any delay in offering possession of the unit as mentioned in clause 30 of the agreement. Therefore, the complainants will be entitled to invoke the said clause and is barred from approaching the Hon'ble Commission in order to alter the penalty clause by virtue of this complaint more than 10 years after it was agreed upon by both parties.

- VI. That the respondent had obtained all necessary approvals from the concerned authorities. The environmental clearance for the project was obtained by the respondent on 20.02.2015. Similarly, the approval for digging the foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent have in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainants.
- VII. That the delay has been occasioned on account of things beyond the control of the answering respondent. It is further submitted that the builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process.
- VIII. That the force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and written submissions made by the parties and who reiterated their earlier version as set up in the pleadings.

E. Jurisdiction of the authority:

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

E.I Territorial jurisdiction

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

10. 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(4)(a)

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;

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

F. Findings on the objections raised by the respondent:

F.I Objection regarding jurisdiction of the complaint w.r.t the builder buyer agreement executed prior to coming into force of the Act.

12. The respondent submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the builder buyer's agreement was executed between the parties prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively.
13. The authority is of the view that the provisions of the Act are quasi retroactive to some extent in operation and would be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. The Act nowhere provides, nor can be so construed, that all previous agreements would be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment

of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)** decided on 06.12.2017 and which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

14. Also, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

15. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope

left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules and regulations made thereunder and are not unreasonable or exorbitant in nature. Hence, in the light of above-mentioned reasons, the contention of the respondent w.r.t. jurisdiction stands rejected.

F.II Objections regarding force majeure circumstances.

16. The respondent -promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and demonetization. In the present matter the apartment buyer agreement was executed interse parties on 12.07.2012 and as per the possession clause 30 of the agreement the respondent-developer proposes to handover the possession of the allotted unit within a period of 36 months from the date of execution of agreement or from date of approval of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later. In the present case, the date of commencement of construction is not available on records therefore, due date is calculated from the date of execution of agreement i.e., 12.07.2012. Further, as per clause 30, there shall be additional grace period of 6 months which is allowed. Hence, the due date of possession

comes out to be 12.01.2016. The events such as various orders by Punjab and Haryana High Court and demonetization were for a shorter duration of time and were not continuous as there is a delay of more than nine years. Even today no occupation certificate has been received by the respondent. Therefore, said plea of the respondent is null and void. As far as delay in construction due to outbreak of Covid-19 is concerned, the lockdown came into effect on 23.03.2020 whereas the due date of handing over of possession was much 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 and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

G. Findings of the authority on relief sought by complainants.

- i. Direct the respondent to complete all the pending works, obtain occupation certificate and handover actual physical and legally valid possession of unit no. N-0404 in the project Estella.**
 - ii. Direct the respondent to pay delay possession compensation interest under section 18(1) (a) of the RERA Act, 2016 for each month of delay in possession from 11.01.2016 till the date of actual delivery of possession at the rate prescribed..**
17. Since both the reliefs are interconnected, they are being dealt together. In the present complaint, the complainants booked an unit in the project "Ansal Estella" being developed by the respondent i.e., M/s Ansal Housing & Construction Ltd. The buyer's agreement was executed between the parties on 12.07.2012 in respect of unit bearing no. N-0404 admeasuring 1945 sq. ft. The total sale consideration of the unit was Rs.78,36,875/-. As per clause 30 of the buyer's agreement dated 12.07.2012, the respondent undertook to offer possession of the unit to the complainants within 36

months from the date of execution of the agreement or within 36 months from the date of obtaining all the required sanctions and approvals necessary for the commencement of the construction, whichever is earlier. The respondent failed to put on record the documents wherein from the Authority can determine the dates as to when the necessary sanctions were granted in favour of the respondent for necessary construction. The Authority have calculated 36 months from the date of execution of the agreement. The agreement was executed between the complainants and the respondent on 12.07.2012, 36 months from 12.07.2012 expired on 12.07.2015. Further an unqualified grace period is agreed between the parties to be granted to the respondent over and above the period of 36 months in offering possession of the unit. Thus, the due date for handing over of possession of the unit to the complainants comes out to be 12.01.2016. The respondent has failed to obtain the occupation certificate from the competent authorities till date.

18. The complainants are seeking delayed possession charges along with interest on the amount paid. Clause 30 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below: -

30. The Developer shall offer possession of the Unit any time, within a period of 36 months from the date of execution of this Agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 36 months as above in offering the possession of the Unit.

19. **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.

20. The legislature in its wisdom in the subordinate legislation under 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.
21. 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., 13.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR +2% i.e., 10.80%.
22. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

"(z) "interest" means the rates of interest payable by the promoter or the allottees, as the case may be.

Explanation. —For the purpose of this clause—

(i) the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest

which the promoter shall be liable to pay the allottees, in case of default;

(ii) the interest payable by the promoter to the allottees 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 allottees to the promoter shall be from the date the allottees defaults in payment to the promoter till the date it is paid;"

23. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent which the same is as is being granted to the complainants in case of delayed possession charges.

24. On consideration of the documents available on record and submissions made by the parties, 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 buyer agreement executed between the parties on 12.07.2012. As per the clause 30 of the buyer agreement dated 12.07.2012, the possession of the booked unit was to be delivered within 36 months from the date of execution of the agreement or within 36 months from the date of obtaining all the required sanctions and approvals necessary for the commencement of the construction, whichever is earlier. The date of commencement of construction is not available on records therefore, due date is calculated from the date of execution of agreement i.e., 12.07.2012. Further, as per clause 30, there shall be additional grace period of 6 months which is allowed. Hence, the due date of possession comes out to be 12.01.2016. Till date no occupation certificate has been obtained by the respondent. The authority is of the considered view that there is delay on the part of the respondent 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.

25. Accordingly, non-compliance of the mandate contained in section 11(4) (a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such complainants are entitled to delay possession charges at the prescribed rate of interest i.e., 10.80% p.a. for every month of delay on the amount paid by complainants to the respondent from the due date of possession i.e., 12.01.2016 till the valid 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.
26. The respondent is also directed to handover possession of the subject unit allotted to the complainants after completion of the unit in terms of buyer's agreement within a period of 60 days after obtaining valid occupation certificate.
- iii. Pass a decree of compensation towards mental agony, pain and harassment suffered by the complainants at the hands of respondent due to no fault of his but due to delay caused by respondent to the tune of Rs. 5,00,000/-.**
- iv. Pass an order awarding compensation towards the loss of opportunity return on investment to the tune of Rs. 60,00,000/-.**
- v. Direct the respondent to pay Rs. 2 Lakhs towards reimbursement towards legal fees and costs.**
27. The complainants in the aforesaid relief are seeking 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. (Decided on 11.11.2021), has held that an allottee is

entitled to claim compensation 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 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. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

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):

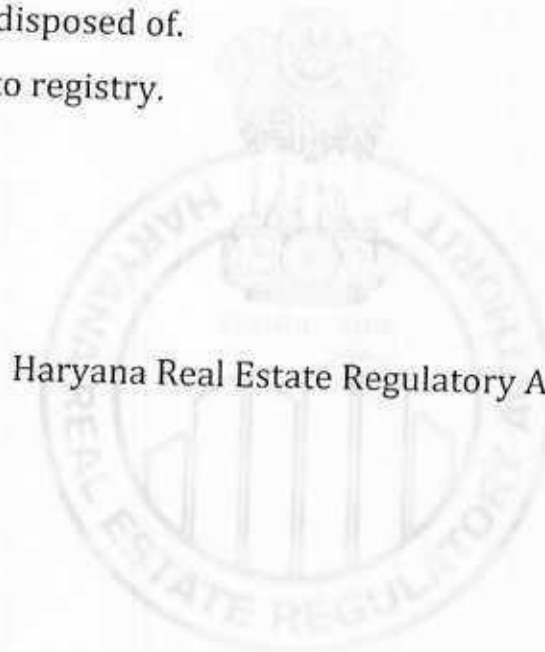
- i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.80% per annum for every month of delay on the amount paid by the complainants from the due date of possession i.e., 12.01.2016 till the valid offer of possession of the subject flat after obtaining occupation certificate 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., 10.80% by the respondent, 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 respondent is directed to handover possession of the unit allotted to the complainants after completion of the unit in terms of buyer's agreement after obtaining occupation certificate.
- v. The respondent shall not charge anything from the complainants, which is not the part of the buyer's agreement.

29. Complaint stands disposed of.

30. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026

HARERA
GURUGRAM