

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

Complaint no. : 4963 of 2024
Date of complaint : 25.10.2024
Date of decision : 27.01.2026

Nidhi Saxena
Priyank Saxena
R/o: Z-1, Shastri Nagar, PO Izzat Nagar
Bareilly

Complainants

Versus

M/s Pivotal Infrastructure Pvt. Ltd. & Its Directors
Regd. Office at: 309, 3rd Floor, JMD Pacific
Square, Sector-15, Part-II, Gurugram-122007

Respondent

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
Member

APPEARANCE:

Priya Kumar (Advocate)
Suresh Kumar (Advocate)

Complainants
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 allottee 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.N.	Particulars	Details
1	Name and location of the project	99 Marina Bay "Riddhi Siddhi" at sector 99, Gurgaon, Haryana
2	Nature of the project	Commercial Space in Affordable Group Housing
3	Project area	6.19375 acres
4	DTCP license no.	86 of 2014 dated 09.08.2014 valid upto 31.03.2026
5	RERA Registered/ not registered	Registered vide no. 236 of 2017 dated 19.09.2017 valid upto 08.08.2019
6	Registration extension vide no.	Harera/GGM/REP/RC/236/2017/EXT/177/2019 dated 30.12.2019 valid upto 31.08.2020
7	Shop no.	149 (page 33 of complaint)
8	Shop area admeasuring	283 sq. ft. (page 20 of complaint)
9	Date of allotment	Not on record
10	Date of builder buyer agreement	28.03.2016 (Page 31 of complaint)
11	Possession clause	Not mentioned in the agreement
12	Date of building plan approval	17.10.2014 (As per page no. 19 of the reply)
13	Environmental clearance dated	22.01.2016 (As per page no. 25 of the reply)

14	Possession clause as per AHP, 2013.	1(iv)All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environment clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.
15	Due date of possession	22.01.2020 [Note: Due date of possession to be calculated 48 months from the date of environmental clearance i.e., 22.01.2016, being later]
16	Total sale consideration	Rs.33,96,000/- (exclusive of taxes) (page 35 of complaint)
17	Amount paid by the complainant	Rs.36,86,358/- (as stated by the complainant at page 20 of complaint & as per the receipts attached from page no. 23-30 of the complaint)
18	Occupation certificate	Not yet obtained
19	Offer of possession	Not offered
20	Demand letter	21.09.2023 (Page 39 of complaint)
21	Cancellation letter	17.05.2024 (Page 40 of complaint)

B. Facts of the complaint:

3. The complainants have made following submissions in the complaint:
1. That the respondent company through their representative approached the complainant and represented that the respondent commercial project namely 'Riddhi Siddhi' will effectively serve the commercial purpose of the complainant and his family. The representative of the respondent company then persuaded the complainant through repeated request to visit the office for detailed representation pertaining to their aforesaid project.

- II. That based upon the assurance/ representation giving by the respondent the complaint got read to book the Shop No. 149, measuring 283 sq. ft in the project of the respondent. The company entered into a builder buyer agreement dated 28.03.2016 and subsequently the payment was made by the complainant in installment i.e. Rs. 36,86,359/- was made by self- funding. Thus, the complainant till date has made the total more than 100% payment of Rs. 36,86,359/- to the respondent.
- III. That out of the total sale consideration of Rs. 33,96,000/- of the said unit booked the complainant has already paid more than 100% of Rs. 36,86,359/- however it is important to mention here that the construction in the project has not been developed as per the payment made by the complainant. Moreover, that it came to utter shock and dismay of the complainant when they found out that the promoter intentionally not mention the possession or completion date in the builder buyer agreement /allotment letter but as per the supreme court judgement when the respondent deliberately not mentioned the possession or completion date in the builder buyer agreement (bba)/ allotment letter then it is considering as 36 months from the date of allotment letter. The unit in question was supposed to be delivered by 28.03.2019 with grace period but till date, the promoter has failed to deliver possession on time & also delayed by more than 64 months which is very bad and wrong in the eyes of law.
- IV. That the respondent failed to complete the project within the stipulated time period as per the agreement to sale. Thus, feeling aggrieved from the inaction of the respondent to deliver the possession of the unit booked by the complainant made no. of telephonic calls, reminders, letter and personal visits in the office of the respondent but

the respondent failed to provide possession of the unit to the complainant.

V. That the complainant has suffered grave harassment and mental agony due to the deprivation of the property. The complainant has been denied the use of their own property purchased from their hard-earned funds and savings for no apparent reasons. Moreover, a huge amount of money has been lying stagnant with the respondent and the complainant has been deliberately derive from enjoying the benefits of the same since past many years.

VI. Thus, from the above-mentioned facts and circumstances of the case it is abundantly crystal clear that the respondent has failed to deliver the possession of the said unit within the stipulated time period and there has been a considerable delay of more than 64 months. Therefore, the complainant has filed the present complaint seek possession of the unit along with interest @MCLR +2% from the date of respective payment till actual realization of the said amount.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 1. Direct the respondent to handover possession of the unit and to pay delay possession charges on the total amount paid by the complainant at the prescribed rate of interest.
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 vide reply dated 28.05.2025 has contested the complaint on the following grounds: -

- i. That the complainant approached the respondent for purchase of the premises, whereby, the complainant and the respondent entered into a builder buyer's agreement dated 28.03.2016 with the respondent for purchase of the premises for a total sale consideration of Rs.33,96,600/- (exclusive of taxes, GST and other cess) payable under any other statute).
- ii. It is most respectfully submitted that the complaint, as preferred by the Complainant, is not maintainable before this Hon'ble Authority in its present form, inasmuch as the Complainant has failed to approach this forum with clean hands. As per the terms of the builder buyer agreement, the answering-respondent was liable to deliver the possession of the premises and subsequent execution of the conveyance deed in favour of the complainant, only on the complainant having discharged all the due obligations he is bound to pay as per the terms of the builder buyer agreement. The respondent has on several occasions requested and reminded the complainant to fulfil his due obligations as per the terms of the builder buyer agreement, but to no avail, the complainant has been persistent in his default.
- iii. That the very foundation of the complainant's right to maintain the present complaint is predicated upon the due and faithful discharge of his contractual obligations under the builder buyer agreement. However, it stands as an admitted position that the complainant has failed to remit the full and final sale consideration, as stipulated under the builder buyer agreement. In such circumstances, the complainant, having himself committed a material breach of the terms of the contract, cannot be permitted to invoke the jurisdiction of this Hon'ble Authority or seek redressal of alleged grievances arising therefrom. It

is a well-settled principle of equity and jurisprudence that one who seeks equity must come with clean hands and must have fulfilled his own obligations before asserting any claim against another. The complainant's continued non-compliance with the essential terms of the builder buyer agreement renders his cause of action misconceived and unsustainable. Therefore, in the absence of fulfillment of his own contractual liabilities, the complainant can claim no enforceable right in law, and as such, the present complaint deserves to be rejected in limine for want of locus and maintainability.

- iv. That this Ld. Authority must take into account the fact that 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 the difficulties in completing the project by Real Estate Developers, this 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 wave from January to May 2021 once again the construction activities came to a standstill. The covid pandemic led to severe shortage of labour and disruption in supply chain of the raw materials which resulted in the delay in completing the construction of the project for which the time of 6 months granted by this Hon'ble Authority was not sufficient as the effect of labour shortage continued well beyond for more than 12 months after the covid lockdown. The Id. Authority is being requested to consider the office memorandum dated 13.05.2020 issued by Ministry of Housing and Urban Affairs along with Town and Country Planning Notification dated 28.07.2020. By virtue of the said notification moratorium period from 01.03.2020 to 30.09.2020, was allowed for all existing projects

for the purpose of making various time-bound compliances and payments. Thereafter the Town and Country Planning vide notification dated 26.06.2021 extended the moratorium period from 01.04.2021 to 31.05.2021, was allowed for all existing projects for the purpose of making various time-bound compliances and payments. The Id. Authority while computing the delayed possession charges has failed to grant the Appellant concession of nine months as enunciated in the said notifications.

v. Further, the Ld. Authority must consider that hat 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, New Delhi; Environment Pollution (Control and Prevention) Authority, National Capital Region, Delhi; 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. All these contributory pollutants were deliberated upon at length before this Tribunal from time to time and detailed orders covering all the facets of air pollution were covered under different orders of the Tribunal. Appellant refers to the orders of the Tribunal dated 26th November, 2014, 04th December, 2014, 07th April, 2015, 10th April, 2015, 28th April, 2015, 18th May, 2015 and 11th December, 2015. All these orders/judgments dealt with the various sources of pollution. Orde dated 8 Nov, 2016, 9 Nov, 2017 (NGT), order dated 04.11.2019, 24.11.2021 passed by SC.

vi. It is with utmost humility submitted that this Ld. Authority, while

adjudicating the instant complaint should not be oblivious of the material facts that the answering-respondent has to face financial hardship simultaneously on three accounts for the delay in constructing the project as it has to pay an hefty amount of fees in renewing its License by DCP, Haryana, a fee for extension of registration under RERA Act, 2016 (which cumulatively runs in crores of rupees) and the delayed possession charges for non-delivering the possession to the respondent. The present project is an affordable group housing project being developed in accordance with the provisions 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 Appellant Company was paid the allotment price in installment. Though, the allotment price was fixed by the Government of Haryana in the year 2013 but the same was not revised till date and the profit margin of Appellant Company is capped at 15% of total consideration amount of concerned unit. Although the construction cost got increased manifold 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 promulgation of 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.

vii. That the respondent had already got the deemed occupation certificate in terms of Regulation 4.10 of Haryana Building Code, 2017. Pertinently, the respondent had applied for the OC before the Directorate of Town and Country Planning, Haryana for the grant of OC way back on 22.12.2022. The DCP reverted back only on

10.03.2023 (after a period of 60 days from the date of application) demanding certain documents from the answering-respondent. It is necessary to point out here that as per the Regulation 4.10 of Haryana Building Code, 2017, the 'Occupancy Certificate' is deemed to have been issued after completion of 60 days from the date of filing the application. The respondent has obtained the necessary approvals and NOCs on the following dates: _

Particulars	Date
Application of Occupation Certificate	20.12.2022
Approval of electrification plan	15.06.2022
Registration of lift	15.04.2023
Fire Safety Certificate	24.05.2023 ⁶
Approval of HT Electric Installation	08.06.2023
Approval of Single Line Diagram	02.06.2023
Approval of Services Plan	27.12.2023

viii. It is submitted that only after obtaining the necessary approvals and NOCs from the concerned competent authorities, It is also pertinent to submit the complainant has till date failed to pay the outstanding demand. It is further submitted that, assuming arguendo, if the complainant at all is entitled for interest for delayed possession, he is entitled only till the date of offer of possession.

- ix. That the claim of the complainant for assured return along with delayed possession charges/compensation is wholly tenable and unheard of. It is not within the jurisdictional compass of this Hon'ble Authority to adjudicate upon the claim regarding assured return. It is humbly submitted that the Hon'ble Authority, having been duly constituted under the provisions of RERA Act, 2016, and empowered to deal with the questions relating to Delayed possession and execution of conveyance deed of the premises in question, as the sole object of the RERA Act, 2016 is to ensure timely possession of the premises to the allottees by the promoters/builders. It is humbly submitted that the question of assured return is purely of civil nature, outside the jurisdiction and ambit of the RERA Act, 2016, thereby, disentitling the Hon'ble Authority to deal with any question relating to assured return.
- x. That the present complaint in the present form is not maintainable as the same is contrary to the provision of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and therefore, the present complaint is liable to be dismissed in limine. The complainant booked a commercial space/shop in 2016 and filed a complaint in 2024, is barred by limitation as the complainant failed to take timely legal action. The complainant failed to prove limitation. It is submitted that there is no postal receipt, POD, tracking report etc. which prove that the complainant sent the legal notice or alleged legal Notice was ever received by the respondent. On this reason alone the present plaint is liable to be dismissed.
- xi. That it is submitted that the complainant is not entitled to claim delay possession interest from the respondent because as per the terms of

the agreement the complainant have no right to file any complaint before the Hon'ble Real Estate Regulatory Authority Gurugram. The delivery of the shop 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 which is later, was incumbent upon the complainant making timely payments. The complainant, in the present matter, had failed to make timely payments and there were substantial delays in making the payments of the due instalments. Therefore, the complaint is forbidden to demand the timely performance of the contractual obligation' by the respondent wherein the complainant herself had failed to perform his part of the 'contractual obligations' on time.

xii. 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 for increased manifold 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.

xiii. That the Project Riddhi Siddhi, Sector - 99, Gurugram is an affordable group housing project being developed in accordance with the

provisions of the Affordable Housing Policy, 2013, wherein the Government of Haryana has set a razor thin margin to make housing available for all. Thus, the grant of interest at the prescribed rate as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 as applicable to other normal group housing real estate projects is wholly unreasonable and unjust, will impose unnecessary financial burden on the respondent and it shall have a cascading effect on the development and construction works of the project and in obtaining all other relevant approvals.

xiv. That since the said project is located at a prime location near the Dwarka Expressway, Gurugram and there is huge premium in the open market on the flats situated in said project which would compensate the allottees of the project in more than adequate manner including any compensation for the delay in delivery of the project. This is further to note here that the respondent is not seeking any enhancement of price or payment other than what has been prescribed under the Affordable Housing Policy, 2013.

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 submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

9. 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

10. 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.

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.

F. Findings on the objections raised by the respondent.

F.I Objections regarding force majeure.

12. The respondent-promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as orders/restrictions of the NGT and other authorities from time to time, outbreak of the Covid-19 pandemic etc.

However, all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 22.01.2020. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Further, the orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-promoter leading to such a delay in the completion. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to handover possession of the unit and to pay delay possession charges on the total amount paid by the complainants at the prescribed rate of interest.

13. Vide proceedings dated 27.01.2026, the counsel for the respondent submitted that the complainants have failed to make the requisite payment despite issuance of a demand letter dated 21.09.2023. Consequently, the allotment of the complainant's unit was cancelled on 17.05.2024. No occupation certificate has been obtained to date. The issue that arises for consideration before this Authority is whether the cancellation letter dated 17.05.2024 is legally valid or not?
14. Upon perusal of the documents available on record, it is evident that the complainants have paid a total amount of Rs. 36,86,358/- (as reflected in receipts annexed at pages 23-30 of the complaint) against the total sale consideration of Rs. 33,96,000/-. It is thus apparent that the complainants have paid an amount exceeding the total sale consideration. It is also important to note that the respondent has not followed the proper procedure which needs to be followed while

cancelling any unit as per Affordable Group Housing Policy, 2013,. In view of the same, the cancellation done by the respondent is invalid in law and is hereby set aside.

15. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

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

16. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

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."

17. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"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 this policy.* The respondent has obtained building plan approval and environment clearance in respect of the said project on 17.10.2014 and 22.01.2016 respectively. Thus, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 22.01.2020.

18. **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.

19. 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.

20. 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., 27.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

21. 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 to 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;"*

22. 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 her in case of delay possession charges.

23. On consideration of the documents available on record and submissions made by both the parties, 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 shop 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 was 22.01.2020. 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 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 of possession of the allotted unit to the complainant. Further, no OC/part OC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the



promoter, interest for every month of delay from due date of possession i.e., 22.01.2020 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority 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 read with Rule 15 of the Rules.

H. Directions of the authority

25. 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/promoter is directed to pay interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80% p.a. for every month of delay from the due date of possession i.e., 22.01.2020 till valid offer of possession plus two months after obtaining occupation certificate from the competent authority 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.
- ii. The arrears of such interest accrued from the due date 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 respondent/promoter is directed to handover possession of the shop in question to the complainants in terms of Section 17 of the Act, 2016 and the complainants are also obligated to take physical possession of the allotted unit under Section 19(10) of the Act, 2016 and to get the conveyance deed of the allotted unit executed in their

- favour in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
- iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement or provided under Affordable Housing Policy, 2013.
26. Complaint stands disposed of.
27. File be consigned to registry.



(Phool Singh Saini)

Member



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.01.2026