BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	**5625 of 2025**
Date of filing:	**25.11.2025**
Order pronounced on:	**17.07.2026**

Bharti Jha
R/o: Lumbini Terrace Homes, House No-83, Tower-B, Sector-109, New Palam Vihar, Gurugram, Haryana -122017 — **Complainant**

Versus

Imperia Wishfield Pvt. Ltd.
Regd. office: A-25, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044. — **Respondent**

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Shri Aakash Kundalwal (Advocate) — Complainant
Ms. Priya Sharma (Advocate) — 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 to the allottee as per the agreement for sale executed inter-se them.

A. Unit and Project related details:

2. The particulars of the project, the details of 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	"37th Avenue" at Sector 37-C, Gurgaon, Haryana (page 31 of complaint)
2.	Nature of the project	Commercial Complex
3.	Project area	1.175 acres
4.	DTCP license no.	51 of 2012 dated 17.05.2012 valid upto 16.05.2024 (Page 26 of reply)
5.	Name of licensee	M/s Prime IT Solution Pvt. Ltd. And 2 others
6.	RERA Registered/ not registered	Not registered
7.	Shop No.	G-12, Block B- 37th Avenue (page 33 of complaint)
8.	Unit area admeasuring	198 sq. ft. (super area) (page 33 of complaint)
9.	Date of MoU	22.09.2016 (page 23 of complaint)
10.	Possession clause	***11. SCHEDULE FOR POSSESSION*** *"The Company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the Said Building/Said Unit* ***within a period of sixty (60) months from the date of this agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of the Company or Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.*** *In case there is any delay on the part of the Allottees) in making of payments to the*

		Company then notwithstanding rights available to the Company elsewhere in this contract, the period for implementation of the project shall also be extended by a span of time equivalent to each delay on the part of the Allottee(s) in remitting payments) to the Company." ***(Emphasis supplied)*** (page 41 of complaint)
11.	Due date of possession	22.03.2022 (grace period allowed in lieu of Covid-19)
12.	Sale consideration of shop	Rs.18,27,788/- (page 33 of complaint)
13.	Amount paid by the complainant	Rs.7,49,168/- (page 10 and 88 of the complaint)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That the complainant vide application form dated 13.08.2012, applied for allotment of one commercial unit bearing no. A- 086 measuring 189 sq. ft. in 'Block A' in the Project namely 'Esfera Elvedor" In terms of the application form, the complainant was required to remit payments in accordance with a construction linked plan as set out therein.

II. That at the time of applying for the commercial unit, the complainant was informed that the respondent had the complete right, title and authorization on the project land and also had the requisite sanctions and approvals from the relevant authorities to undertake such construction.

III. That the complainant on the basis of such representations paid an amount of Rs. 1,60,650/- vide cheque dated 10.08.2012. In pursuance to the complainants' application for a commercial unit, the respondent vide welcome letter dated 20.09.2012 acknowledged that the complainant had applied for commercial unit admeasuring 189 sq. ft.

IV. That the respondent further issued demand letters on various occasions and the abovementioned demand letters were acknowledged accordingly by the complainant and due payments were made on time as and such demanded by the respondent.

V. That initially an allotment letter dated 23.04.2014 for allotment of commercial unit IR_051A in project 'Elvedor Retail' issued by the respondent to the complainant.

VI. That upon issuance of allotment letter, the respondent continued to raise several demand letters purportedly as per the stage of construction and the complainant continually paid them.

VII. That after the allotment of the unit, the complainant on various occasions tried to enquire about the execution of agreement to sell and/or builder buyer agreement between the complainant and the respondent. Unfortunately, the respondent/ builder dodged the question on every occasion on one pretext or the other. Finally, upon persistent efforts by the complainant, the respondent finally entered into a builder buyer's agreement dated 22.09.2016 with the complainant. Wherein it has been mentioned that the respondent-builder shall handover the possession of the said unit within 60 months from the execution of the BBA i.e. till 22.09.2021.

VIII. That the stipulated time for handing over possession as per BBA was by 22.09.2021, thereafter the complainant enquired about the same, the respondent-developer had swayed them away citing one ground or the other for handing over the possession. The complainant was initially allotted unit no.A_88 admeasuring 189 sq. ft. in Block A, which was further changed by the respondent as per their whim to unit no. G-12 admeasuring 198 sq. ft. in Block B within the same project.

IX. That, subsequent to receipt of Rs.7,49,167/- out of the total revised consideration price of Rs.19,48,788/- the respondent did not undertake any construction on the project. The complainant repeatedly requested the respondent to provide status of construction as well as information on the expected date of delivery of the project. However, no response was forthcoming on the part of the respondent.

X. That seeing that the project had remained stalled for a long time and upon gaining knowledge that there were several issues with respect to the project in question, the complainants accordingly made several requests to the respondent requesting them for delayed possession charges on the entire amount which the complainant has paid towards the said allotment along with interest, however, the respondent has refused to entertain any legitimate request for handing over the possession and further did not provide any written response to the above requests.

XI. That even after expiry of 13 years from the date of booking, till date only a rudimentary structure of one out of the several building forming parts of the project has been erected on the project land which is incapable of possession. Additionally, there is no other development on the project land for last two years and the construction activities have been stopped from various years.

C. Relief sought by the complainant

4. The complainant has sought following relief:

i. Interest for every month of delay at Prevailing rate of Interest: Interest to be calculated @ 9% p.a. on Rs.1,60,650/- from 14.08.2012, on Rs. 2,28,927/- from 29.09.2012, on Rs. 12,042/-from 29.09.2012, on Rs.1,47,548/- from 22.01.2016 and on Rs.2,00,000/- from 28.10.2017.

ii. Direct the respondent/ developer to immediately hand over the possession of the fully completed commercial Unit No. A-088/G12 in the project "37th Avenue," Sector 37C, Gurugram, complete with all amenities and necessary clearances within time bound manner to the complainants.

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 contested the complaint on the following grounds: -

I. That the complainant, after making independent enquiries and only after being fully satisfied about the project, had approached the respondent for booking of a unit in respondent's project '37th Avenue' located in Sector-37-C, Gurugram, Haryana. The respondent provisionally allotted the Unit bearing No. A_086 in favor of the complainant, vide booking form and opted the construction-link plan on the terms and conditions mutually agreed by the complainant and the respondent.

II. That after a lapse of a few years, the complainant herself approached the respondent seeking a change in the originally allotted unit and requested allotment of a unit with a larger area. Upon such request, the respondent allotted unit no. G – 12 admeasuring 198 sq. ft. The claim that the said unit was changed without the consent of the complainant is entirely false. Accordingly, the Memorandum of Understanding dated 22.09.2016 was executed between the parties, recording the details of the unit, and the same has been duly signed and acknowledged by the complainant.

III. That the allegation that the unit was arbitrarily and unilaterally changed by the respondent is wholly incorrect and misleading. The total consideration for the said unit is Rs. 19,65,677/- (inclusive of applicable taxes and other charges). In fact, the request for change of the unit and enhancement in area was made by the complainant herself. The complainant was fully aware that any increase in area would proportionately result in an increase in the total sale consideration. Having voluntarily sought the change the complainant, cannot now seek to attribute the consequences of her own request to the respondent.

IV. That the foundation of the said project rested upon a joint venture arrangement, pursuant to which a Special Purpose Vehicle (SPV) company, namely 'Imperia Wishfield Pvt. Ltd.', i.e., the respondent, was created.

V. That in lieu of above said understanding & promises, M/s 'Imperia Wishfield Pvt. Ltd.' was incorporated & formed with 4 Directors & 5 shareholders. That Mr. Pradeep Sharma, Mr. Avinash Kumar Setia, Mr. Harpreet Singh Batra and Mr. Brajinder Singh Batra were appointed as Directors. 3 out of 5 shareholders of the respondent, to the tune of 2500 shares each, amounting to Rs.15,00,000/-.

VI. That the said project suffered a huge setback by the act of non-cooperation of M/s Prime IT Solutions Pvt. Ltd., which proved to be detrimental to the progress of the said project as majority of the fund deposited with the above-mentioned project account by the allottees was under the charge of M/s Prime IT Solutions Pvt. Ltd. and the said fund was later diverted by the M/s Prime IT Solutions Pvt. Ltd, leaving the respondent with nearly no funds to proceed along with the said project. Further, a case was filed with the title 'M/s Prime IT Solutions Pvt. Ltd. v. Devi Ram and Imperia Wishfield Pvt. Ltd.', pursuant to which a Compromise Deed dated 12.01.2016 was signed between the respondent and M/s Prime IT Solutions Pvt. Ltd. whereby the respondent was left with the sole responsibility to implement the said project. These circumstances caused monetary crunch and other predicaments, leading to delay in implementation of the said project.

VII. That several allottees have withheld the remaining payments, which has further severally affected the financial health of the respondent and further, due to the force majeure conditions and circumstances, which were beyond the control of the respondent as mentioned herein below, the construction got delayed in the said project. Both the parties i.e., the complainants as well as the respondent had anticipated, at the very initial stage at the time of booking that some delay might occur in future and that is why under the force majeure, it is duly agreed by the complainant that the respondent shall not be liable to perform any or all of its obligations during the subsistence of any force majeure circumstances and the time period required for performance of its obligations shall inevitably stand extended. It was unequivocally agreed between the complainant and the respondent that the respondent is entitled to extension of time for delivery of the said flat on account of force majeure circumstances beyond the control of the respondent.

VIII. Firstly, owing to unprecedented air pollution levels in Delhi NCR, the Hon'ble Supreme Court ordered a ban on construction activities in the region from 04.11.2019 onwards, which was a blow to realty developers in the city. The Air Quality Index (AQI) at the time was running above 900, which is considered severely unsafe for the city dwellers. Following the Central Pollution Control Board (CPCB) declaring the AQI levels as not severe, the SC lifted the ban conditionally on 09.11.2019 allowing construction activities to be carried out between 6 am and 6 pm, and the complete ban was lifted by the Hon'ble Supreme Court on 14.02.2020.

IX. Secondly, after the complete ban was lifted on 14.02.2020 by the Hon'ble Supreme Court, the Government of India imposed National Lockdown on 24.03.2020 on account of nation-wide pandemic COVID-19, and conditionally unlocked it on 03.05.2020, However, this has left a great impact on the procurement of material and labour. The 40-day lockdown effective since 24.03.2020, extendable up to 03.05.2020 and subsequently to17.03.2020, led to a reverse migration with workers leaving cities to return back to their villages. It is estimated that around 6 lakh workers walked to their villages, and around 10 lakh workers were stuck in relief camps. The aftermath of lockdown left a great impact on the sector for resuming the fast pace construction for achieving the timely delivery as agreed under the allotment.

X. That initially, after obtaining the requisite sanctions and approvals from the concerned Authorities, the respondent had commenced construction work and arranged for the necessary infrastructure including labour, plants and machinery, etc. However, since the construction work was halted and could not be carried on in the planned manner due to the force majeure circumstances detailed above, the said infrastructure could not be utilized and the labour was also left to idle resulting in mounting expenses, without there being any progress in the construction work. Further, most of the construction material which was purchased in advance got wasted/deteriorated causing huge monetary losses. Even the plants and machineries, which were arranged for the timely completion of the construction work, got degenerated, resulting in huge losses to the respondent.

XI. That the respondent is actively taking steps to complete the project and is in the process of arranging the requisite funds and resources for the development and completion thereof. The respondent is making all possible efforts to ensure that the project is completed in accordance with applicable laws and regulations. Further, keeping in view the present financial conditions, scale of the project, and other practical and procedural requirements, the completion of the project may take a period of around three years or more. However, the respondent remains committed to completing the project at the earliest possible time and to safeguarding the interests of all stakeholders.

XII. That in view of the relief of possession sought by the complainant, the respondent remains willing and intends to hand over possession of the said unit. However, as stated hereinabove, the completion of the project is contingent upon availability of funds and other practical considerations, and is likely to take approximately three years or more.

XIII. That the complainant is fully conscious of the present status, stage of development, and prevailing circumstances of the project. In the event the complainant choose to continue with the allotment and await possession, the respondent shall proceed in that regard in a spirit of cooperation and mutual understanding, subject to the complainant duly adhering to the payment schedule and fulfilling her contractual and statutory obligations as and when required. In such circumstances, the continuation of the allotment would necessarily be governed by equitable considerations, and the respondent expects reciprocal cooperation from the complainant, including with respect to any claims pertaining to delayed possession for the said period. The option of refund also continues to remain available to the complainant in accordance with law. However, in case the complainant opt to seek possession, the same shall be subject to completion of the project within the aforesaid timeframe and in compliance with applicable legal provisions.

7. All other averments made in the complaint were denied in toto.

8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents made by both the parties.

E. Jurisdiction of the Authority.

9. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.I Territorial jurisdiction

10. 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.

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)(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 of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside the

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 Objections regarding force majeure.

13. 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 competent authorities, ban on construction by the orders of Hon'ble Supreme Court and major spread of Covid-19 across worldwide. The Authority observes that as per clause 11 of the MoU, the possession of the apartment was to be handed over within 60 months from the date of execution of agreement. Therefore, the due date of possession is being calculated from the date of MoU i.e. 22.09.2016. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession was 22.03.2022. As far as other contentions of the respondent w.r.t delay in construction of the project is concerned, the same are disallowed as the orders passed by Hon'ble Supreme Court banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter/respondent cannot be granted any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings regarding relief sought by the complainants.

G. I Interest for every month of delay at Prevailing rate of Interest: Interest to be calculated @ 9% p.a. on Rs.1,60,650/- from 14.08.2012, on Rs. 2,28,927/- from 29.09.2012, on Rs. 12,042/-from 29.09.2012, on Rs.1,47,548/- from 22.01.2016 and on Rs.2,00,000/- from 28.10.2017.

G.II Direct the respondent/ developer to immediately hand over the possession of the fully completed commercial Unit No. A-088/G12 in the project "37th Avenue," Sector 37C, Gurugram, complete with all amenities and necessary clearances within time bound manner to the complainants

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

> *"**Section 18: - Return of amount and compensation***
>
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, — ....*
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

15. The MoU dated 22.09.2016 was executed between the parties. As per clause 11 of the MoU dated 22.09.2016, the possession was to be handed over within a period of 60 months from the date of execution of agreement The clause 11 of the agreement is reproduced below:

> *11.*
>
> *"The Company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the Said Building/Said Unit **within a period of sixty (60) months from the date of this agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of the Company or Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.** In case there is any delay on the part of the Allottees) in making of payments to the*

Company then notwithstanding rights available to the Company elsewhere in this contract, the period for implementation of the project shall also be extended by a span of time equivalent to each delay on the part of the Allottee(s) in remitting payments) to the Company.

16. **Due date of possession and admissibility of grace period:** As per clause 11 of MoU, the respondent has proposed to handover the possession within a period of sixty months from the date of the agreement. The Authority calculated due date of possession from the date of MoU i.e. 22.09.2016 which comes out to be 22.09.2021. The Authority in view of notification ***no. 9/3-2020 dated 26.05.2020,*** on account of force majeure conditions due to outbreak of Covid-19 pandemic allows the grace period of 6 months to the promoter at this stage and accordingly, the due date comes out to be 22.03.2022.

17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. 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.

18. 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.

19. 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., 17.07.2026 is @ 8.80 %. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

20. 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;"*

21. 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 them in case of delayed possession charges.

22. On consideration of the circumstances, the documents on record and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of MoU executed between the parties on 22.09.2016, the possession of the booked unit was to be delivered within 60 months from the date of execution of agreement (22.09.2016) which comes out to be 22.09.2021. The grace period of 6 months is allowed in the present complaint for the reasons mentioned above. Therefore, the due date of handing over possession comes out to be 22.03.2022. 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 responsibilities as per the MoU dated 22.09.2016 to hand over the possession within the stipulated period. Further, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of 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 allottees.

23. Accordingly, the non-compliance of the mandate contained in Section 11 (4) (a) read with Section 18(1) of the Act on the part of the respondent is established. As, such the complainant is entitled to delay possession charges at the rate of the prescribed interest @ 10.80% p.a. w.e.f. 22.03.2022 till actual handing over of possession or offer of possession plus two months, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

24. The complainant is also seeking relief of possession. It is observed that the occupation certificate/part occupation certificate has not been obtained by

the respondent so far from the competent Authority. The respondent is directed to offer the possession of the allotted unit after obtaining occupation certificate from the competent Authority. Further, the complainant is also directed to take possession of the allotted unit in compliance of obligation conferred upon him under Section 19(10) of the Act within two months of the occupation certificate after payment of outstanding dues against the said unit.

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 obligation cast upon the promoter as per the function entrusted to the authority under section 34(f) of the act of 2016:

I. The respondent is directed to pay interest to the complainant at the prescribed rate i.e., 10.80% per annum w.e.f. due date of possession i.e. 22.03.2022 till handing over of possession or offer of possession after obtaining occupation certificate plus two months whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

II. The complainant is directed to pay the outstanding dues, if any, after adjustment of interest for the delayed period against her unit to be paid by the respondent.

III. The arrears of such interest accrued from the due date of possession till date of this order shall be paid by the promoter to the complainant within a period of 90 days from the date of this order and interest of every month of delay shall be paid by the respondent to allottee before 10^{th} of the subsequent month as per Rule 16(2) of the Rules.

IV. The respondent is directed to offer the possession of the allotted unit within 30 days after obtaining occupation certificate from the competent Authority. The complainant w.r.t. obligation conferred upon him under Section 19(10) of the Act of 2016, shall take physical possession of the subject unit, within a period of two months of the occupation certificate from the competent Authority.

V. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed. The rate of interest chargeable from the complainant by the respondent, in case of default shall be charged at the prescribed rate i.e. 10.80% by the respondent which is same rate of interest which the respondent shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per section2(za) of the Act.

VI. The respondent shall handover the possession of the subject unit as per the specifications mentioned in the MoU dated 22.09.2016.

26. Complaint stands disposed of.

27. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority,
Gurugram
Dated: 17.07.2026