BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 23.10.2026

NAME OF THE PROMOTER		M/s Assotech Moonshine Urban Development Private Limited
PROJECT NAME		"Assotech Blith", Sector – 99, Gurugram
Sr. No.	Case No.	Case title
1.	CR/6551/2025	Om Parkash Pahuja & Piyush Pahuja *Vs* M/s Assotech Moonshine Urban Development Private Limited
2.	CR/6510/2025	Jaideep Krishnani and Jiten Aggarwal *Vs* M/s Assotech Moonshine Urban Development Private Limited
3.	CR/6548/2025	Gurdayal Singh Pahuja and Sumit Pahuja *Vs* M/s Assotech Moonshine Urban Development Private Limited

CORAM:

Shri Arun Kumar — **Chairman**

APPEARANCE:

Shri Kanish Bangia (Advocate) — Complainant

Ms. Neha Yadav (Advocate) — Respondent

ORDER

1. This order shall dispose of all 3 complaints titled above filed before this Authority under Section 31 of the Real Estate (Regulation and

Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottee(s) as per the agreement for sale executed inter se parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottee(s) of the project, namely, "Assotech Blith", Sector-99, Gurugram being developed by the respondents/promoter i.e., M/s Assotech Moonshine Urban Development Private Limited. The terms and conditions of the allotment letter, buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking award of possession and delayed possession charges and execute the conveyance deed and others.

3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"Assotech Blith", Sector-99, Gurugram.
Project area	12.062 Acres
Nature of the project	Group Housing Project
DTCP license no. and other details	95 of 2011 dated 28.10.20 11 valid up to 27.10.2029
Name of licensee	M/s Assotech Moonshine Urban Developers Pvt. Ltd. (Formerly known as M/s Moonshine Urban Developers pvt. Ltd.)

RERA Registered/ not registered	**Registered** Vide registration no. 83 of 2017 dated 23.08.2017 Valid up to 22.08.2023
Extension No. 06 of 2024 dated 20.05.2024	EXTENSION NO. 06 OF 2024 RC/REP/HARERA/GGM/2017/83 dated 20.05.2024 valid up to 22.08.2023 + 6 months Covid = (21.02.2024) **Extension granted up to 20.02.2025**
PROJECT CONTINUATION-RC/REP/HARERA/GGM/83 of 2017/7(3)/94/2025/36 DATED 10.12.2025	**Extension further granted up to 20.02.2027.**
Due date of possession	**22.02.2025**
Occupation certificate	Not obtained
Offer of possession	Not offered

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size (Independent Villa)	Allotment Letter And Agreement for Sale	Total sale consideration and Total amount paid by the complainant in Rs.
1.	**CR/6551/2025** Om Parkash Pahuja & Piyush Pahuja Vs. M/s Assotech Moonshine Urban Development Pvt. Ltd. **DOF:** 06.01.2026 **RR:** 07.08.2026	Villa no. 16, 427.18 sq. mtrs [Carpet Area] 519.70sq. mtrs [Built up Area] [As on page no. 37 of complaint]	**AL:** Not Provided **AFS: 24.04.2024** [As on page no. 35 of complaint]	**TSC: Rs.4,67,73,238/-** [As on page no. 40 of complaint] **AP: Rs.3,10,05,979/-** [As on page no. 70 of complaint]
2.	**CR/6510/2025**	Villa no. 23, 427.18 sq. mtrs [Carpet Area]	**AL:** Not Provided	**TSC: Rs.4,67,73,238/-** [As on page no. 41 of complaint]

	Jaideep Krishnani & Jiten Aggarwal Vs. M/s Assotech Moonshine Urban Development Pvt. Ltd **DOF:** 07.01.2026 **RR:** 07.08.2026	519.70sq. mtrs [Built up Area] [As on page no. 38 of complaint]	**AFS: 25.05.2024** [As on page no. 36 of complaint]	**AP: Rs.1,55,51,317/-** [As on page no. 72 of complaint]
3.	**CR/6548/2025** Gurdayal Singh Pahuja & Sumit Pahuja Vs. M/s Assotech Moonshine Urban Development Pvt. Ltd **DOF:** 07.01.2026 **RR:** 07.08.2026	Villa no. 17, 427.18 sq. mtrs [Carpet Area] 519.70sq. mtrs [Built up Area] [As on page no. 36 of complaint]	**AFS: 20.04.2024** [As on page no. 34 of complaint]	**TSC: Rs.4,67,73,238/-** [As on page no. 41 of complaint] **AP: Rs.3,10,05,979/-** [As on page no. 69 of complaint]

Relief sought:

a. Direct the Respondent/Promoter to hand over lawful physical possession of the allotted Independent Villa to the Complainants only after completion of construction in all respects, strictly in accordance with the specifications, sanctioned plans and terms of the Builder Buyer Agreement, along with interest for the period of delay as prescribed under the RERA Act, 2016;

b. Direct the Respondent not to cancel or threaten cancellation of the Complainants allotted unit on account of the Complainants refusal to comply with illegal, premature and coercive payment demands

c. Direct the Respondent to pay delay compensation/interest on the total amount paid by the Complainants, at the prescribed rate under RERA, from the committed date of possession i.e. 22.02.2025 till the date of actual lawful possession

d. Direct the Respondent not to create any third-party rights, interest or encumbrance in respect of the Complainants allotted Independent Villa during the pendency of the present complaint
e. Direct the Respondent to not raise or demand any further amount from the Complainant unless and until the complete construction of the allotted unit is duly completed, as per the agreed terms of the Builder Buyer Agreement and applicable provisions of law
f. Direct the Respondent, in terms of Section 11(4)(e) read with Section 19 of the RERA Act, 2016, not to obstruct, delay or withhold transfer of the allotted unit in favour of any third party, if the Complainants so desires
g. Direct the respondent not to levy any transfer charges or fees, except those expressly permissible under the Builder Buyer Agreement and RERA Act
h. Direct the Respondent to refrain from raising any demand or collecting any amount which is not expressly provided under the Builder Buyer Agreement and the agreed Payment Plan, till completion of construction of the allotted unit
i. Direct that in the event of failure or continued non-compliance by the Respondent with the Builder Buyer Agreement and the directions of this Hon'ble Authority, appropriate proceedings and penalty under Section 63 of the RERA Act, 2016 be initiated against the Respondent
j. Award compensation to the Complainants for mental agony, harassment and financial loss suffered due to delay in construction, incomplete project and repeated illegal demands
k. Award cost of litigation in favour of the Complainants.

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

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
AL	Allotment Letter
AFS	Agreement for Sale
TSC	Total sale consideration
AP	Amount paid by the allottee(s)

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

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

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case ***CR/6551/2025*** titled as ***Om Parkash Pahuja & Piyush Pahuja Vs. M/s Assotech Moonshine Urban Development Private Limited*** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details:

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

CR/6551/2025 titled as ***Om Parkash Pahuja & Piyush Pahuja Vs. M/s Assotech Moonshine Urban Development Private Limited***

S. N.	Particulars	Details
1.	Name of the project	Assotech Blith, Sector-99, Gurgaon
2.	Project type	Group housing project
3.	Area of the project	3.175 acres
4.	RERA Registered	Registered Vide registration no. 83 of 2017

		Dated-23.08.2017
5.	DTCP License	License no. 95 of 2011 Dated-18.09.2015
6.	Agreement for Sale	20.04.2024 (At page 35 of complaint)
7.	Unit (Independent villa)	Villa no. 16
8.	Area of unit	Carpet area 427.18 sq. mtr. Built up area 519.70 sq. mtr. (At page 37 of complaint)
9.	Total sale consideration	Rs.4,67,73,238/- (At page 40 of complaint)
10.	Amount paid	Rs.3,10,05,979/- (As per SOA dated 17.12.2025 at page 70 of complaint)
11.	Payment plan	At page 63 of complaint 30% on completion of structure 40% on offer of possession
12.	Possession clause	7.1 *As per Rule 2(1)(f) of Rules, 2017 i.e. 22.02.2025 this include grace period of 1 year.* (At page 46 of complaint)
13.	Due date of possession	**22.02.2025**
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint:

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

I. That the complainants booked and was allotted an independent villa residence in the project of the Respondent Company and hence, are allottees within the meaning of Section 2 (d) and Section 2 (g) of The Real Estate (Regulation and Development), 2016Act.

II. That the Respondent is engaged in the business activities relating to construction, development, marketing & sales of various types of residential & commercial properties to its various customers/ clients and works for gain.

III. That in the year 2017, the real estate project namely "Assotech Blith", situated at Village Dhankot, Sector-99, District Gurugram, Haryana, came to the knowledge of the Complainants through the authorized marketing representatives of the Respondent, who made tall claims, assurances and representations regarding timely completion and delivery of the project. Lured by such representations, the Complainants agreed to book an Independent Villa in the Project.

IV. That the representatives of the Respondent further represented that various sizes of villa were available in the Project to suit different financial capacities of customers and that the Project was primarily characterized as a group housing project with modern amenities and infrastructure.

V. That the Respondent's marketing officials repeatedly assured the Complainants of strict adherence to timelines and induced the Complainants to immediately book the unit by stating that bookings would be closed shortly. Relying upon such assurances, the

Complainants booked Independent Villa No. 16, having a carpet area of 4,598 sq. meters. Despite the booking being made in 2024, the Respondent deliberately delayed the execution of the Builder Buyer Agreement, which was eventually executed on 20.04.2024.

VI. That the total sale consideration of the Independent Villa is Rs.4,67,73,238/-. The Complainants has already paid a substantial amount of Rs.3,10,05,979/-, being more than 60% of the total sale consideration, strictly in accordance with the stage-wise payment plan mentioned in the Builder Buyer Agreement.

VII. That the Respondent is in violation of the Builder Buyer Agreement and the agreed Payment Plan, inasmuch as the Complainants have already paid 60% of the total sale consideration, whereas as per the Payment Plan only 30% was payable initially and the remaining 30% was payable upon completion of construction. That despite no completion of structure having been completed till date, the Respondent illegally and prematurely raised demands and subjected the Allottee to continuous harassment and coercion, due to which the Allottee was compelled to make the entire 60% payment under pressure, though the same was not due. That the Respondent is therefore liable to be restrained from raising any further demands unless and until construction is duly commenced and completed strictly in accordance with the Builder Buyer Agreement and applicable law.

VIII. That as per Clause 7.1 of the Builder Buyer Agreement, the committed date of possession was 22.02.2025. Despite the Complainants having made timely payments and regularly following up, the Respondent failed to complete the construction within the

stipulated timeline. During repeated site visits, the Complainants observed that the construction was progressing at a very slow pace and not in accordance with the approved plans.

IX. That whenever the Complainants raised concerns regarding delay, the Respondent merely gave vague assurances without any concrete explanation or timeline. Despite repeated personal visits and communications, the Respondent failed to hand over possession of the Independent Villa by the committed date, causing immense mental agony, financial loss and hardship to the Complainants.

X. That the Occupancy Certificate (OC) for the Project has not been issued till date, nor has the Respondent applied for the same with the competent authority. Further, the construction of the allotted Independent Villa is still incomplete. Despite this, the Respondent is illegally raising demands and seeking payments which are neither disclosed nor contemplated under the Builder Buyer Agreement dated 15.04.2024. Such conduct is in direct violation of the Agreement and Sections 13 and 14 of the RERA Act, 2016.

XI. That under the settled position of law, possession of a real estate unit cannot be offered or forced upon an allottee without completion of construction and without obtaining a valid Occupancy Certificate. Any attempt to raise demands or shift liability upon the Complainants in the absence of OC is illegal, void and unenforceable.

XII. That the Respondent has provided false and misleading assurances regarding completion, possession and progress of the Project, thereby inducing the Complainants to invest his hard-earned money. The Respondent is thus liable under Section 12 of the RERA Act, 2016

for losses suffered by the Complainants on account of false statements and unfair trade practices.

XIII. That the Respondent has provided false and misleading assurances regarding completion, possession and progress of the Project, thereby inducing the Complainants to invest his hard-earned money. The Respondent is thus liable under Section 12 of the RERA Act, 2016 for losses suffered by the Complainants on account of false statements and unfair trade practices.

XIV. That the Respondent is well aware that the project is delayed and is, therefore, liable to pay interest as per the provisions of RERA 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017. According to Sections 18(1) and 19(7) of RERA 2016 read with Rule 15, the Respondent is liable to pay the allottee interest for delay in possession.

C. **Relief sought by the complainant:**

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

i. Direct the Respondent/Promoter to hand over lawful physical possession of the allotted Independent Villa to the Complainants only after completion of construction in all respects, strictly in accordance with the specifications, sanctioned plans and terms of the Builder Buyer Agreement, along with interest for the period of delay as prescribed under the RERA Act, 2016;

ii. Direct the Respondent not to cancel or threaten cancellation of the Complainants allotted unit on account of the Complainants refusal to comply with illegal, premature and coercive payment demands.

iii. Direct the Respondent to pay delay compensation/interest on the total amount paid by the Complainants, at the prescribed rate under

RERA, from the committed date of possession i.e. 22.02.2025 till the date of actual lawful possession.

iv. Direct the Respondent not to create any third-party rights, interest or encumbrance in respect of the Complainants allotted Independent Villa during the pendency of the present complaint.

v. Direct the Respondent to not raise or demand any further amount from the Complainant unless and until the complete construction of the allotted unit is duly completed, as per the agreed terms of the Builder Buyer Agreement and applicable provisions of law.

vi. Direct the Respondent, in terms of Section 11(4)(e) read with Section 19 of the RERA Act, 2016, not to obstruct, delay or withhold transfer of the allotted unit in favour of any third party, if the Complainants so desires.

vii. Direct the respondent not to levy any transfer charges or fees, except those expressly permissible under the Builder Buyer Agreement and RERA Act.

viii. Direct the Respondent to refrain from raising any demand or collecting any amount which is not expressly provided under the Builder Buyer Agreement and the agreed Payment Plan, till completion of construction of the allotted unit

ix. Direct that in the event of failure or continued non-compliance by the Respondent with the Builder Buyer Agreement and the directions of this Hon'ble Authority, appropriate proceedings and penalty under Section 63 of the RERA Act, 2016 be initiated against the Respondent.

x. Award compensation to the Complainants for mental agony, harassment and financial loss suffered due to delay in construction, incomplete project and repeated illegal demands.

xi. Award cost of litigation in favour of the Complainants.

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

D. Reply by respondent:

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

I. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 have been misinterpreted and misconstrued by the Complainants, who have deliberately suppressed and misstated material facts, particularly regarding their own conduct in defaulting on the agreed payment schedule.

II. That the Complainants do not have any cause of action to file the present complaint, having themselves committed persistent and continuing breach of the payment obligations under the Flexi Payment Plan annexed to the Builder Buyer Agreement (BBA) dated 20.04.2024.

III. That the Complainants are estopped by their own acts, conduct, acquiescence and omissions from filing the present complaint. The Complainants have not approached this Authority with clean hands and have suppressed the true and material facts regarding their own default.

IV. That the Complainants are not entitled to any of the reliefs sought in the present complaint, including Delay Possession Charges (DPC)/interest, as the delay, if any, in completion of construction is directly attributable to the Complainants' own habitual default in

making timely payments as demanded, and not to any lapse on the part of the Respondent.

V. That the Respondent is a reputed real estate developer undertaking the development of the residential project known as 'Assotech Blith', situated at Sector-99, Village Dhankot, Gurugram, which is registered with the Haryana Real Estate Regulatory Authority vide Registration No. 83 of 2017 dated 23.08.2017.

VI. That the Complainants, after making independent enquiries and being fully satisfied about the project, approached the Respondent and booked Villa No. 16 in the Project on 07.02.2024, having a carpet area of 4,598 sq. ft. (super area 5,595 sq. ft.), for a total sale consideration of Rs.4,67,73,238/- (without tax) i.e. **Rs. 5,21,17,464/-** (with tax), under the Flexi Payment Plan opted for by the Complainants themselves.

VII. That pursuant to the booking, a Builder Buyer Agreement/Allotment Letter dated 20.04.2024 came to be executed between the parties. As per Clause 7.1 of the said BBA, the Respondent assured to hand over possession of the Villa on or before 22.02.2025, which date is inclusive of a grace period of one year, and is further subject to Force Majeure conditions, including delay in extension of the RERA registration of the project, war, flood, drought, fire, cyclone, earthquake, epidemic, or any other calamity affecting the regular development of the project.

VIII. That it is most respectfully submitted that the Complainants have, from the very inception of the booking, been habitual defaulters in complying with the agreed Flexi Payment Plan, despite repeated opportunities and reminders extended by the Respondent.

IX. That the instalments due 'within 30 days of Booking' and 'within 60 days or start of construction of the Villa (whichever is earlier)', both falling due on 13.04.2024, were paid by the Complainants only on 10.06.2025 — a delay of 431 days. Similarly, the instalment due 'on completion of structure', raised on 02.06.2025, has been paid only partially on 29.11.2025, with the balance amount remaining unpaid till date (as of 07.08.2026), reflecting an ongoing delay of 431 days and counting.

X. That it is settled that a promoter cannot be held responsible for delay in construction where such delay is directly occasioned by the allottee's own default in remitting instalments that are essential for funding the construction of the project. The persistent and continuing default of the Complainants in making timely payments has directly and adversely impacted the pace of construction of the Villa in question, and any delay in offer of possession is squarely attributable to the Complainants and not to the Respondent.

XI. That in this regard, the Complainants are in blatant violation of Clauses 19(3), 19(4) and 19(5) of the Builder Buyer Agreement, which specifically set out the responsibilities of the allottee(s), including the obligation to make timely payment of the amounts due and payable and to complete all requisite formalities in a timely manner. The Complainants cannot be permitted to take advantage of their own wrong by contending that the Respondent has committed default, when it is the Complainants who have failed to honour their contractual obligations.

XII. That the Complainants are further in non-compliance with Sections 19(10) and 19(11) of the Real Estate (Regulation and Development)

Act, 2016, which impose a statutory duty upon the allottee to make timely payment of all applicable charges and dues and to take possession of the allotted unit in accordance with the terms of the agreement. Having themselves defaulted in discharge of these statutory and contractual obligations, the Complainants cannot be heard to allege deficiency or default on the part of the Respondent.

XIII. That it is denied that the Respondent has raised any illegal, premature or coercive demand upon the Complainants, or that the Complainants were compelled to make any payment that was not due. The demands raised by the Respondent, including the demand dated 02.06.2025 towards completion of structure, were strictly in terms of the Flexi Payment Plan annexed to the BBA and were payable by the Complainants in the ordinary course.

XIV. That the Respondent has at all times acted bona fide and in accordance with the terms of the BBA and the provisions of the Act, and has not committed any default, deficiency of service, or unfair trade practice as alleged or at all. It is the Complainants who, by their own conduct, have disentitled themselves from claiming any of the reliefs sought in the present complaint.

XV. That there is no default or lapse whatsoever on the part of the Respondent, and there is no equity in favour of the Complainants. It is evident from the entire sequence of events, more particularly the payment history tabulated hereinabove, that no illegality can be attributed to the Respondent. The allegations levelled by the Complainants are baseless, and the contents of the complaint are denied in totality. It is, therefore, most respectfully submitted that the

present complaint deserves to be dismissed at the very threshold, with costs.

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

E. Jurisdiction of the Authority:

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

E. I Territorial jurisdiction

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

15. 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)

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

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

F. **Findings on the relief sought by the complainant:**

F.I. **Direct the Respondent/Promoter to hand over lawful physical possession of the allotted Independent Villa to the Complainants only after completion of construction in all respects, strictly in accordance with the specifications, sanctioned plans and terms of the Builder Buyer Agreement, along with interest for the period of delay as prescribed under the RERA Act, 2016.**

F.II. **Direct the Respondent not to cancel or threaten cancellation of the Complainants allotted unit on account of the Complainants refusal to comply with illegal, premature and coercive payment demands.**

F.III. **Direct the Respondent to pay delay compensation/interest on the total amount paid by the Complainants, at the prescribed rate under RERA, from the committed date of possession i.e. 22.02.2025 till the date of actual lawful possession.**

F.IV. **Direct the Respondent to pay delay compensation/interest on the total amount paid by the Complainants, at the prescribed rate under RERA, from the committed date of possession i.e. 22.02.2025 till the date of actual lawful possession.**

F.V. **Direct the Respondent to not raise or demand any further amount from the Complainant unless and until the complete construction of the allotted unit is duly completed, as per the agreed terms of the Builder Buyer Agreement and applicable provisions of law.**

F.VI. **Direct the Respondent, in terms of Section 11(4)(e) read with Section 19 of the RERA Act, 2016, not to obstruct, delay or withhold**

transfer of the allotted unit in favour of any third party, if the Complainants so desires.

F.VII. **Direct the respondent not to levy any transfer charges or fees, except those expressly permissible under the Builder Buyer Agreement and RERA Act.**

F.VIII. **Direct the Respondent to refrain from raising any demand or collecting any amount which is not expressly provided under the Builder Buyer Agreement and the agreed Payment Plan, till completion of construction of the allotted unit.**

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

18. In the present complaint, the complainant intends to continue with the project and is seeking possession and delay possession charges along with interest on the amount paid. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, they 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.

> *"**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."*

19. Clause 7.1 of the Agreement for Sale dated 20.04.2024 provides for handing over of possession and is reproduced below:

CLAUSE 7 POSSESSION OF THE UNIT/APARTMENT/VILLA FOR RESIDENTIAL/COMMERCIAL OR ANY OTHER USAGE (AS THE CASE MAY BE):
7.1 Schedule for possession of the Unit/Apartment/Villa for Residential/Commercial or any other usage (as the case may be):
The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment/Villa for Residential/Commercial or any other usage (as the case may be) flood, drought, fire, cyclone, earthquake, epidemic or any other calamity cause by force majeure alongwith parking (if applicable) to the Allottee(s) and the common areas to the Apartment Owners Association ("AOA") or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the said Apartment/Villa ***on 22.02.2025 (which includes grace period of 1 year which shall be subject to extension of RERA Registration Certificate granted by H-RERA Authority in accordance with the provisions of Section 6 of the Real Estate (Regulation and Development) Act, 2016 and applicable rule thereon) and*** *unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Villa, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented.*

[Emphasis supplied]

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

> ***"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***
> *(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:*
> *Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."*

21. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

22. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 23.10.2026 is 8.95%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.95%.

23. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> *"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
> *Explanation. —For the purpose of this clause—*
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.95% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.

25. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is

satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the Agreement for Sale dated 20.04.2024 executed between the complainants and the respondent, the respondent undertook to handover possession of the unit to the complainants on 22.02.2025. Therefore, the due date of handing over possession was 22.02.2025. Despite the lapse of the due date, the respondent neither secured the Occupation Certificate nor made any valid application in that regard.

26. Upon consideration of the documents on record, the Authority observes that the complainant was allotted Independent Villa no.16, admeasuring 427.18 sq. mtrs. (carpet area) and built-up area of 519.70 sq. mtrs. in the project "Assotech Blith" situated at Sector-99, Gurugram. An Agreement for Sale was executed between the complainant and respondent on 20.04.2024. In terms of Clause 7.1 of the Agreement dated 20.04.2024, the respondent undertook to complete construction and hand over possession of the unit on or before 22.05.2024. The sale consideration was fixed at Rs.4,67,73,238/-, out of which the complainant has paid Rs.3,10,05,979/- to date. The respondent has failed to obtain the Occupation Certificate from the competent authority till date, despite the expiry of approximately one and half years from the promised date of possession.

27. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate has not been obtained by the respondent till date. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from

the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit, but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

28. 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 complainants is entitled to delayed possession at prescribed rate of interest i.e., 10.95% p.a. from the due date of possession 22.02.2025 till the valid offer of possession plus 2 months after obtaining the occupation certificate from the competent authorities or actual handover, whichever is earlier, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act. The respondent is directed to handover physical possession of the unit to the complainant within a period of 30 days from the date of offer of possession, after obtaining the Occupation Certificate.

29. Further the respondent shall not charge anything from the complainants which is not the part of the agreement.

F.IX. Award compensation to the Complainants for mental agony, harassment and financial loss suffered due to delay in construction, incomplete project and repeated illegal demands.

F.X. Award cost of litigation in favour of the Complainants.

30. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. Vs.***

State of UP & Ors. *(supra)* has held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense 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 & legal expenses.

G. Directions of the Authority:

31. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoters as per the functions entrusted to the authority under Section 34(f):

i. The respondent is directed to pay the interest at the prescribed rate i.e., 10.95% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 22.02.2025 till offer of possession plus two months or actual handing over of possession after obtaining Occupation Certificate from the competent authority, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

ii. The respondent is directed to handover possession of the unit within 30 days from the date of offer of possession, after obtaining the Occupation Certificate.

iii. The arrears of such interest accrued from 22.02.2025 till the date of order by the Authority shall be paid by the promoter to the allottee 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 before 10th of the subsequent month as per Rule 16(2) of the Rules.

iv. The respondent is directed to execute the conveyance deed in favor of the complainant within a period of sixty (60) days from the date of obtaining the Occupation certificate.

v. The respondent shall not charge anything from the complainant which is not the part of the agreement.

32. This decision shall mutatis mutandis apply to cases as mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.

33. True certified copy of this order shall be placed in the case file of each matter.

34. File be consigned to registry.

Arun Kumar
(Chairman)
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 23.10.2026