

PROCEEDINGS OF THE DAY

Day and Date	Wednesday and 19.12.2018
Complaint No.	760/2018 Case titled as Mr. Sanjeev Vasudeva V/s M/S Athena Infrastructure Limited
Complainant	Mr. Sanjeev Vasudeva
Represented through	S/Shri Anand Dabas and Vijender Parmar Advocates for the complainant
Respondent	M/S Athena Infrastructure Limited
Respondent Represented through	Shri Rahul Yadav Advocate for the respondent.
Last date of hearing	
Proceeding Recorded by	H.R. Mehta

Proceedings

Project is registered with the authority.

Arguments heard.

Project was registered with the authority but the date of registration of project has expired on 31.8.2018. Counsel for the respondent stated that they have applied for extension of registration which is pending with the authority.

Occupation certificate has been received by the respondent on 17.9.2018 for Tower-H and they shall offer the possession of the unit to the complainant within three weeks.

As per clause 21 of the Builder Buyer Agreement 5.12.2011 for unit No.H-802, 8th floor, Tower-H in project "Indiabulls Enigma, Sector-110 Gurugram, possession was to be handed over to the complainant within a period of 3 years + 6 months grace period which comes out to be **5.6.2015**. However, the respondent has not delivered the unit in time. Complainant has already deposited Rs.2,23,71,578/- with the respondent. As such, as per the provisions of section 18 (1) of the Real Estate (Regulation & Development) Act, 2016, complainant is entitled for delayed possession charges @ 10.75% per annum w.e.f **5.6.2015** till the date of offer of possession. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and failing which the complainant is entitled to seek refund the paid amount with prescribed rate of interest. Monthly payment of interest till handing over the possession shall be paid before 10th of subsequent month.

Complaint is disposed of accordingly. Detailed order will follow.
File be consigned to the registry.

Samir Kumar
(Member)
19.12.2018

Subhash Chander Kush
(Member)
19.12.2018

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

Complaint no. : 760 of 2018
First date of hearing : 19.12.2018
Date of decision : 19.12.2018

Mr Sanjeev Vasudeva
Mrs Teena Vasudeva
R/o J 10, Malviya Nagar extension, Saket, New
Delhi-110017

Complainants

Versus

M/s Athena Infrastructure Ltd.
Regd. Office: M-62 & 63, first floor,
Connaught Place, New Delhi-110001

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Shri Anand Dabas and Shri Vijender Parmar Advocate for complainant

Shri Rahul Yadav Advocate for the respondent

ORDER

1. A complaint dated 27.08.2018 was filed under section 31 of the Real Estate (Regulation & Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant Mr Sanjeev Vasudeva and Mrs Teena Vasudeva, against the promoter M/s Athena Infrastructure Ltd. in respect of unit no. H-082, 8th



floor, tower H with a super area of 3830 sq. ft in the project 'Indiabulls Enigma' on account of violation of clause 21 of the flat buyer agreement for not handing over possession on due date which is an obligation under section 11(4)(a) of Act ibid.

2. Since, the flat buyer agreement was executed on 05.12.2011 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot initiated retrospectively, hence, the authority has decided to treat the present complaint as an application for non-compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016.
3. The particulars of the complaint case are as under: -

1.	Name and location of the project	Indiabulls Enigma at Sector 110, Gurgaon
2.	Nature of the project	Group housing colony
3.	Current status of project	Occupation certificate dated 17.09.2018 of tower H received
4.	Project area	15.6 acres
5.	DTCP license	213 of 2007 10 of 2011 64 of 2012
6.	RERA registered/ not registered.	Registered (Phase 1)
7.	RERA registration no	351 of 201



8.	Completion date as per RERA certificate	31.08.2018 (expired but respondent has applied for extension on 18.09.2018)
9.	Apartment/unit no.	H-082, 8 th floor, tower H
10.	Apartment measuring	3830 sq. ft super area
11.	Payment plan	Construction linked payment plan
12.	Date of execution of flat buyer agreement	05.12.2011
13.	Total consideration	Rs 2,23,43,752/-
14.	Total amount paid by the complainant till date	Rs 2,23,71,578/-
15.	Date of delivery of possession (As per clause 21 - 3 years plus 6 months grace period from the execution of flat buyer agreement)	05.06.2015
16.	Penalty clause (As per clause 22 of flat buyer agreement)	Rs. 5 per sq. ft. per month of the super area

4. The details provided above have been checked on the basis of record available in the case file provided by the complainants and the respondent. A flat buyer agreement is available on record.

5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and appearance. The respondent through his counsel appeared on 19.12.2018. The



case came up for hearing on 19.12.2018. The reply filed on behalf of the respondent has been perused.

Facts of the case

6. The complainants submitted that the respondent is a company working in field of construction and development of residential as well as commercial projects across the country in the name of Athena Infrastructure Limited (A Indiabulls Group Company).
7. The complainants submitted that the Real Estate Project named “Indiabulls Enigma”, which is the subject matter of present complaint, is situated at Sector-110, Village Pawala-Khusrupur, Sub-Tehsil Kadipur, District Gurugram, therefore, the authority do have the jurisdiction to try and decide the present complaint. It is submitted that the subject matter of the present complaint is with respect to refund of the principal amount / money paid by the complainants along-with the penalty, interest and compensation, therefore, it falls within the provisions of The Real Estate (Regulation and Development) Act, 2016 and The Haryana Real Estate (Regulation and Development) Rules, 2017.
8. That the respondent had advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and



agreed timelines. That the respondent while launching and advertising any new housing project always commits and promises to the targeted consumer that their dream home will be completed and delivered to them within the time agreed initially in the agreement while selling the dwelling unit to them. They also assured to the consumers like complainants that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers in general.

9. That the respondent was very well aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling unit is the delivery of completed house within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his / her dream home. respondent, therefore used this tool, which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that their dream home will be delivered within the agreed timelines and consumer will not go through the hardship of paying rent along-with the installments of home loan like in the case of other builders in market.



10. That somewhere in the end of 2010, the respondent through its marketing executives and advertisement through various medium and means approached the complainants with an offer to invest and buy a flat in the proposed project of respondent, which the respondent was going to launch the project namely “**Indibulls Enigma**” in the Sector-110, Village Pawala-Khusrupur, Gurugram. The respondent represented to the complainants that the respondent is a very ethical business house in the field of construction of residential and commercial project and in case the complainants would invest in the project of respondent then they would deliver the possession of proposed flat on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured to the complainants that the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainants given by the respondent and assured that the allotment letter and flat buyer agreement for the said project would be issued to the complainants within one week of booking to be made by the complainants. The



complainants while relying on the representations and warranties of the respondent and believing them to be true had agreed to the proposal of the respondent to book the residential flat in the project of respondent.

11. That respondent arranged the visit of its representatives to the complainants and they also assured the same as assured by the respondent to the complainants, wherein it was categorically promised by the respondent that they already have secured all the sanctions and permissions from the concerned authorities and departments for the sale of said project and would allot the residential flat in the name of complainants immediately upon the booking. Relying upon those assurances and believing them to be true, the complainants jointly being husband and wife had booked a residential flat bearing no. H-082 on 8th floor in tower -H in the proposed project of the respondent measuring approximately super area of 3830 sq. ft. (355.82 sq. meter) and covered area of 2,921.89 sq. ft. (271.45 sq. meter) in the township to be developed by respondent. It was assured and represented to the complainants by the respondent that it had already taken the required necessary approvals and sanctions from the concerned authorities and departments to develop and complete the proposed project on the time as assured by the



respondent. Accordingly the complainants had paid Rs.5,00,000/- through cheque bearing no. 942715 dated 21.10.2010 of which the receipt was issued on 13.01.2011 towards booking and on the same day the complainants have also paid Rs.12,30,000/- to the respondent vide cheque no. 263961 dated 07.01.2011 of which receipt was also issued on 13.01.2011.

12. That the respondent assured the complainants that it would issue the allotment letter at the earliest and maximum within one week, the complainants will get the flat buyer agreement as a confirmation of the allotment of said residential flat in their name. However, the respondent did not fulfill its promise and assurance and has issued only the application form, despite repeated requests and reminders of the complainants to issue the allotment letter and flat buyer agreement.
13. That in the said application form, the price of the said flat was agreed along-with the charges of car parking along-with the other charges as mentioned in the said application form. At the time of execution of the said application form, it was agreed and promised by the respondent that there shall be no change, amendment or variation or modification in the area or sale price of the said flat from the area or the price committed,



assured and promised by the respondent in the said application form or agreed otherwise.

14. That thereafter, the respondent started raising the demand of money /installments from the complainants, which was duly paid by the complainants as per agreed timelines and along-with the making of payments, complainants time and again requested the respondent to execute the flat buyer agreement as per its promise and assurance but the respondent acting arbitrarily and negligently has refused and ignored the requests and demands of the complainants on lame excuses and deliberately and intentionally delayed the execution of the flat buyer agreement for more than one year.
15. That at the time of execution of the said agreement, the respondent misusing its dominant position had coerced and pressurized the complainants to sign the arbitrary, illegal and unilateral terms of the said flat buyer agreement and when the complainants had objected to those arbitrary terms and conditions of the said agreement and refused to sign the same, the respondent threatened to forfeit the amount already paid by the complainants as sale consideration in respect of the said flat and also to cancel its booking. The complainants having no other option and to found them-selves helpless and being cheated had under duress and coercion signed the said flat



buyer agreement. The respondent while taking undue advantage of its dominant position had illegally changed and increased the per sq. ft. sale price of the said flat to Rs.5,256.66/- per sq. ft. without giving any sufficient or logical explanation for the same and refused to entertain any objection or request of the complainants in this regard.

16. That as per the clause 21 of the said flat buyer agreement, the respondent had agreed and promise to complete the construction of the said flat and deliver its possession within a period of 3 years with a six (6) months grace period thereon from the date of execution of the said flat buyer agreement.
17. However, the respondent has breached the terms of the said flat buyer agreement and failed to fulfill its obligations and has not delivered possession of said flat even today as on the date of filing of this compliant.
18. That from the date of booking and till today, the respondent had raised various demands for the payment of installments on complainants towards the sale consideration of said flat and the complainants has duly paid and satisfied all those demands as per the flat buyer agreement without any default or delay on his part and has also fulfilled otherwise also his part of obligations as agreed in the flat buyer agreement. The



complainants were and have always been ready and willing to fulfill its part of agreement, if any pending.

19. As per the statement dated 02.07.2018, issued by the respondent, upon the request of the complainants, the complainants has already paid Rs.2,23,71,578/-towards total sale consideration as on today to the respondent as demanded time to time and now nothing major is pending to be paid on the part of complainants.
20. That the respondent has issued receipts from the date of booking in the name of the complainants towards the payments made by him to the respondent towards sale consideration for the said flat.
21. That the complainants had written several e-mails to the CEO and customer care of the respondent company regarding the arbitrary and illegal increment of the basic sale price in per square foot and objected the same vehemently. However, the respondent did not pay any heed to the request of the complainants and refused to revise the price in any manner or under any circumstances, whatsoever as agreed by it in the provisional application form. The complainants had also delivered a letter by hand in this regard to the respondent mentioning their grievances.



22. That on the date agreed for the delivery of possession of said unit as per date of booking and later on according to the flat buyers agreement, the complainants had approached the respondent and its officers inquiring the status of delivery of possession but none had bothered to provide any satisfactory answer or reply or response to the complainants about the completion and delivery said flat. The complainants thereafter kept running from pillar to post asking for the delivery of their home but could not succeed as the construction of the said flat and said project was nowhere near to completion and still has not been completed.
23. That the complainants thereafter had tried their level best to reach the representatives of the respondent to seek a satisfactory reply in respect of the said flat but all in vain. The complainants had also informed the respondent about their financial hardship of paying monthly rent of Rs.40,000/- due to delay in getting possession of the said flat. The complainants had requested the respondent to deliver their flat citing the extreme financial and mental pressure they were going through, but the respondent never cared to listen to their grievances and left them with the suffering and pain on account of its default and negligence.



24. That the respondent has not completed the construction of the said real estate project till now and the complainants have not been provided with the possession of said unit despite all promises done and representation made by the respondent. By committing delay in delivering of the possession of the aforesaid flat respondent has violated the terms and conditions of the flat buyer agreement and promises made at the time of booking of the said flat.
25. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainants to buy the said flat basis its false and frivolous promises, which the respondent never intended to fulfill. The respondent in its advertisements had represented falsely regarding the area, price, quality and the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainants.
26. That the respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said flat which amounts to unfair trade practice which is immoral as well as illegal. The respondent has also criminally misappropriated the money paid by the complainants as sale consideration of said flat by not delivering the unit by agreed timelines.



27. That relying upon respondent's representation and believing them to be true, the complainants were induced to pay Rs.2,23,71,578/- as sale consideration of the aforesaid flat as on today.
28. That due to the failure on the part of respondent to deliver the said flat on time as agreed in the flat buyer agreement, the complainants were constrained to stay in the rented accommodation by paying monthly rent along-with the monthly installments of home loan taken by him for the aforesaid flat. The complainants have therefore paid Rs.20,40,000/- as rentals @ Rs.40,000/- per month for the rented accommodation for the period of delay i.e. 51 months from April 2014 to July 2018. The complainants have suffered this monetary loss just because of the unfair trade practices adopted by the respondent in their business practices with respect to the said flat.
29. Failure of commitment on the part of Respondent has made the life of the complainants miserable socially as well financially as all their personal financial plans and strategies were based on the date of delivery of possession as agreed by the respondent. The respondent has trapped the complainants in a vicious circle of mental, physical and financial agony, trauma and harassment in the name of delivering them dream



home within deadline representing itself as a multinational real estate giant.

30. The respondent is therefore, liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainants due to the delay in delivering the possession of aforesaid flat.
31. That the cause of action accrued in favour of the complainants and against the respondent on 21.10.2010, when the complainants had booked the said flat and it further arose when respondent failed /neglected to deliver the said flat. The cause of action is continuing and is still subsisting on day-to-day basis.
32. That the complainants further declare that the matter regarding which this complaint has been made is not pending before any court of law and any other authority or any other tribunal on the subject matter.

Issues raised by the Complainants

33. The issues raised by the complainants are as follows :
- i. Whether the complainants are entitled for the refund of sale consideration amounting to Rs.2,23,71,578/- paid as sale consideration along with compounding interest @ 18% per annum?



- ii. Whether the respondent is liable to be prosecuted for contravening section 12 of The Real Estate (Regulation and Development) Act, 2016 for giving incorrect and false statement while selling the said flat to the complainants?
- iii. Whether the respondent is liable to be prosecuted for contravening section 15 of The Real Estate (Regulation and Development) Act, 2016?
- iv. Whether the respondent is liable to be prosecuted for contravening section 11 of The Real Estate (Regulation and Development) Act, 2016?
- v. Whether the respondent is liable to be prosecuted for contravening section 14 of The Real Estate (Regulation and Development) Act, 2016 for non-adherence of sanctioned plans and project specifications?

Relief(s) sought:

34. The reliefs sought by the complainants are as follows :

- i. To direct the respondent to pay refund the entire paid amount along-with interest as deposited by the complainants towards the sale consideration of the



booked unit or in alternative award delay interest @ 18% p.a. for every month of delay, till the handing over of possession of the apartment complete in all respect, to the complainant.

- ii. To direct the respondent to pay an amount of Rs. 55,000/- to the complainants as cost of the present litigation.
- iii. To direct the respondent to pay cost of the present complaint

Respondent's reply

35. The respondent submitted that present complaint is not maintainable before the authority and also devoid of any merits, which has been preferred with the sole motive to harass the respondent. In fact the complainants are guilty of "Suppressio veri" and "Suggestio Falsi" and has in fact concealed the true facts about their approaching the National Consumer Dispute Redressal Commission (NCDRC) for the baseless grievances against the respondent and thus try to mislead the authority. That the instant complaint filed by the complainants before the authority is liable to be dismissed in



view of section 71 (1) of RERA Act 2016, which specifically states that any customer/ complainant who has already filed a complaint before the Ld. Consumer Forum/ Commission(s) and is pending, in such eventuality such customer(s)/complainant(s) will have to withdraw his complaint with permission from the Ld. Consumer Forum(s)/Commission(s) to file an application before the adjudicating officer for adjudication of his dispute, as per the Act.

36. The respondent submitted that the allegations made in the instant complaint are wrong, incorrect and baseless in the fact and law. The respondent denies them *in toto*. Nothing stated in the said complaint shall be deemed to be admitted by the respondent merely on account of non-transverse, unless the same is specifically admitted herein. The instant complaint is devoid of any merits and has been preferred with the sole motive to extract monies from the respondent, hence the same is liable to be dismissed *in limini*

37. The respondent submitted that the relationship between the complainants and the respondent is governed by the



document executed between them i.e. FBA dated 10.10.2011.

It is pertinent to mention herein that the instant complaint of the complainants is further falsifying their claim from the very fact that, the complainants have filed the instant claim on the alleged delay in delivery of possession of the provisionally booked unit however the complainants with malafide intention have not disclosed, in fact concealed the material fact from this authority that the complainants have been a wilful defaulter since the beginning, not paying their instalments on time as per the construction link plan opted by them. It is stated that the complainants have not come before this authority with clean hands and wishes to take advantage of their own misdoings with the help of the provisions of the Real Estate (Regulation and Development) Act, 2016, which have been propagated for the benefit of innocent customers who are end-users and not defaulters, like the complainants in the present complaint.



38. The respondent submitted that it is pertinent to mention here that from the very beginning it was in the knowledge of the complainants, that there is a mechanism detailed in the FBA

which covers the exigencies of inordinate delay caused in completion and handing over of the booked Unit i.e. enumerated in the "Clause 22" of duly executed FBA filed by the complainants along with their complaint.

39. The respondent submitted that the complainant only after being satisfied with the project in totality that the complainant expressed his willingness to book a unit in the project looking into the financial viability of the project and its future monetary benefits got the said unit booked with the respondent.

40. The respondent also submitted that he has already completed the construction of the tower H and has already obtained occupation certificate for the said tower and have already initiated the procedure of handing over the possession of the units of tower H to its respective buyers.

41. The respondent submitted that the delay in delivering the possession of the flat to the complainants were beyond the control of the respondent, since for completing a project number of permissions and sanctions are to be required from numerous government authorities which were delayed with



no fault of the respondent, in addition to the problems related to labour/ raw material and government restrictions including National Green Tribunal which imposed a ban on carrying out constructions in Delhi-NCR for several months, the respondent kept on the work moving steadily. That based upon the past experiences the respondent has specifically mentioned all the above contingencies in the FBA dated 29.02.2012 and incorporated them in "clause 39" of FBA annexed with the complaint by the complainants.

42. In addition to the reasons as detailed above, there was a delay in sanctioning of the permissions and sanctions from the departments, in fact as of now no proper connectivity has been provided to the project of the respondent by the Haryana government. It will also not be out of place to mention that the respondent has been diligently pursuing the matter with various authorities and hence no delay can be attributed on the part of the respondent.

43. It is pertinent to mention herein that the agreement for the purpose of getting the adjudication of the instant complaint i.e. the flat buyer agreement dated 29.02.2012 was executed



much prior to coming into force of the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017. Further the adjudication of the instant complaint for the purpose of granting interest and compensation, as provided under Real Estate (Regulation and Development) Act, 2016 has to be in reference to the agreement for sale executed in terms of said Act and said Rules and no other agreement, whereas, the FBA being referred to or looked into in this proceedings is an agreement executed much before the commencement of Real Estate (Regulation and Development) Act, 2016 and such agreement as referred herein above. Thus, in view of the submissions made above, no relief can be granted to the complainants on the basis of the new agreement to sell as per Real Estate (Regulation and Development) Act, 2016



44. The respondent also submitted that he has made huge investments in obtaining requisite approvals and carrying on the construction and development of 'Indiabulls Enigma' project not limiting to the expenses made on the advertising and marketing of the said project. Such development is being

carried on by developer by investing all the monies that it has received from the buyers / customers and through loans that it has raised from financial institutions. In spite of the fact that the real estate market has gone down badly the respondent has managed to carry on the work with certain delays caused due to various above mentioned reasons and the fact that on an average more than 50% of the buyers of the project have defaulted in making timely payments towards their outstanding dues, resulting into inordinate delay in the construction activities, still the construction of the project “Indiabulls Enigma” has never been stopped or abandoned and has now reached its pinnacle.

Determination of issues

45. With respect to **issue no. 1**, keeping in the view the fact that the respondent has already obtained occupation certificate in respect of tower H, where the booked unit of the complainant is situated, the refund cannot be allowed in the interest of the project in question as well as other allottees. However the authority is of the view that the respondent has delayed the delivery of possession of the booked unit, therefore the



respondent is liable under section 18 (1) (a) of the Act to pay delay interest at the prescribed rate of 10.75% per annum for the period of delay.

46. With respect to **remaining Issues**, the authority has observed that the flat buyer agreement was executed between the complainants and the respondent on 05.12.2011 i.e prior to the commencement of the Real Estate Regulation and Development Act, 2016. As the Real Estate Regulation and Development Act, 2016 is prospective in nature and therefore cannot be applied retrospectively.

Findings of the authority

47. The authority has complete subject matter jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as held in ***Simmi Sikka v/s M/s EMAAR MGF Land Ltd.*** leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

48. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town & 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.

49. Project was registered with the authority but the date of registration of project has expired on 31.8.2018. Counsel for the respondent stated that they have applied for extension of registration which is pending with the authority. Occupation certificate has been received by the respondent on 17.9.2018 for tower-H and they shall offer the possession of the unit to the complainants within three weeks. As per clause 21 of the flat buyer agreement 5.12.2011 for unit no. H-802, 8th floor, tower-H in project "Indiabulls Enigma, Sector-110 Gurugram, possession was to be handed over to the complainants within a period of 3 years + 6 months grace period which comes out to be **5.6.2015**. However, the respondent has not delivered the unit in time. Complainants have already deposited Rs.2,23,71,578/- with the respondent. As such, as per the provisions of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016, complainants are entitled for delayed possession charges @ 10.75% per annum w.e.f **5.6.2015** till the date of offer of possession.



Directions of the authority

50. After taking into consideration all the material facts as adduced and produced by both the parties, the authority exercising powers vested in it under section 37 of the Real Estate (Regulation and Development) Act, 2016 hereby issues the following directions to the respondent in the interest of justice and fair play:

- i. The respondent is directed to pay the delay interest at the prescribed rate i.e. 10.75% for every month of delay from the due date of possession i.e. 05.06.2015 till the actual date of handing over of the possession.
- ii. The respondent is directed to pay interest accrued from the due date possession i.e. 05.06.2015 till the date of issuance of this order i.e 19.12.2018 amounting to Rs 85,09,551/-on account of delay in handing over of possession to the complainants within 90 days from the date of decision and subsequent monthly interest i.e Rs 2,00,412.06/- to be paid by 10th of every succeeding month till the delivery of possession of the booked unit.



51. The order is pronounced.

52. Case file be consigned to the registry.

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

Dated : 19.12.2018

Judgement Uploaded on 09.01.2018



HARERA
GURUGRAM

