

**PROCEEDINGS OF THE DAY**

Day and Date	Thursday and 14.02.2019
Complaint No.	1668/2018 Case Titled As Prashant Gupta & Radhika Gigras V/S M/S Umang Realtech Private Limited
Complainant	Prashant Gupta & Radhika Gigras
Represented through	Complainants in person
Respondent	M/S Umang Realtech Private Limited
Respondent Represented through	Shri Yash Varma Advocate for the respondent.
Last date of hearing	First hearing
Proceeding Recorded by	Naresh Kumari & S. L. Chanana

**Proceedings**

**Project is registered with the authority and the revised date of delivery of possession is 31.12.2019**

Arguments heard.

As per clause 7.1 of the Builder Buyer Agreement dated 14.2.2017 for unit No.1201, 12<sup>th</sup> floor, tower-C, in project "Winter Hills" Sector 77, Gurugram, possession was to be handed over to the complainant by 31.12.2017 + 6 months grace period which comes out to be 31.5.2018. However, the respondent has not delivered the unit in time. Complainant has already paid Rs.53,74,121/- to the respondent against a total sale consideration of Rs.66,45,430/-. As such, complainant is entitled for delayed possession charges at prescribed rate of interest i.e. 10.75% per annum w.e.f

31.5.2018 as per the provisions of section 18 (1) of the Real Estate (Regulation & Development) Act, 2016 till 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 thereafter monthly payment of interest till offer of possession shall be paid before 10<sup>th</sup> of subsequent month.

The respondent is directed to adjust the payment of delayed possession charges towards dues from the complainant, if any.

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

Samir Kumar  
(Member)  
14.02.2019

Subhash Chander Kush  
(Member)

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

**Complaint No. : 1668 of 2018**  
**First date of hearing : 14.02.2019**  
**Date of Decision : 14.02.2019**

Mr. Prashant Gupta  
Mrs. Radhika Gigras  
R/o apartment no. I-1802,  
Mahindra Aura, Sector 110A,  
Palam Vihar, Gurugram

**...Complainants**

Versus

M/s Umang Realtech Pvt. Ltd.,  
Registered office: D64, 2<sup>nd</sup> floor, Defence  
colony, New Delhi-110024

**...Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE:**

Mr. Prashant Gupta and Mrs. Radhika Gigras Complainant in person  
Shri Yash Varma Advocate for the respondent

**ORDER**

1. A complaint dated 05.11.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant Mr. Prashant Gupta and Mrs.



Radhika Gigras, against the promoter M/s Umang Realtech Pvt. Ltd. on account of violation of the clause 7.1 of buyer agreement executed dated 14.02.2017 in respect of apartment no. 1201, tower C, 12<sup>th</sup> floor, admeasuring 1342 sq. ft. of the project 'Winter Hills' located at Sector 77, Gurugram for not handing over possession of the subject plot on the due date i.e. by 01.06.2018 which is an obligation of the promoter/respondent under section 11(4)(a) of the Act *ibid*.

2. The particulars of the complaint are as under: -

3.	Name and location of the project	Winter hills, sector 77, Gurugram
4.	Nature of real estate project	Group housing colony
5.	Apartment no.	1201, 12 <sup>th</sup> floor, tower C
6.	Area of apartment admeasuring	1342 sq. ft.
7.	Project area	16.54 acres
8.	DTCP Licence no.	67 of 2011
9.	Registered/unregistered	<b>Registered</b>
10.	HARERA registration no.	NO. RC/REP/HARERA/GGM/2018 /10 Dated 25.07.2018
11.	HARERA valid up to	<b>31.12.2019</b>
12.	Date of allotment (as per allotment letter Pg 86)	10.02.2017
13.	Date of application	02.02.2017



14.	Date of agreement	14.02.2017
15.	Total consideration	Rs. 66,45,430/- (as per agreement pg 63)
16.	Total amount paid by the complainant	Rs. 53,74,121/- (as per receipt filed)
17.	Payment plan	Possession Linked plan
18.	Date of delivery of possession (clause 7.1- 31.12.2017+ 6 months grace period)	1.07.2018
19.	Delay in handing over possession till date	7 months
20.	Penalty clause as per apartment buyer's agreement (Clause 7.8)	Rs 5/- per sq. ft of the super area
21.	Status of the project	Annx R/3 Pg 29 of reply more than 90% completed

4. As per the details provided above, which have been checked as per record of the case file. An apartment buyer's agreement dated 14.02.2017 is available on record for unit no. 1201, tower-C, 12 th floor. The promoter has failed to deliver the possession of the said unit to the complainant. Therefore, the promoter has not fulfilled his committed liability as on date.

5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Accordingly, the respondent appeared on 14.02.2019 on the date of hearing.



The reply has been filed on behalf of the respondent has been perused.

### Facts of the case

6. The complainants submitted that they are residents of above said address and are law abiding and peace-loving citizens of India. The complainants were desirous to purchase an apartment. The agent of the respondents approached the complainants and apprised them of the project being floated by the respondent. After various discussions with the agent of respondent, the complainants agreed with the proposal of the respondents and got booked a 2BHK apartment bearing no. T-104, Ground Floor, Monsoon Breeze, Phase-II, Sector-78, Gurugram, Haryana admeasuring 1300 sq. ft. (approx) super area @ rate of Rs.3,920 per sq. (BSP) for a total consideration of Rs.62,36,000/-
7. The complainants submitted that at the time of booking a flat in Monsoon Breeze II, Sector-78, Gurugram in the year, 2012, the respondents had demanded a sum of Rs. 25,00,000/- against the booking of 2 BHK flat. The complainants were not in position to pay such a huge amount in lump-sum at the time of booking, so,



they decided to go for a home loan. Since the building plan of the project had not been sanctioned at that time therefore, the banks denied home loan to the complainant. As an alternate arrangement, the complainants had to take a mortgaged loan of Rs. 15,00,000/- from Bank of India, so that they could save the earlier booking amount of Rs. 10,50,693/- and could proceed with the plan of booking. The bank statements of bank of India from 15/09/2012 to 22/07/2016.

8. The complainants submitted that payment relating to the second receipt of dated 19/09/2012 corresponds with the date of mortgaged loan amount being remitted in the account of the complainant Mr. Prashant Gupta.
9. The complainants submitted that at the time of booking Rs. 10,50,693/- were paid from the own pockets of the complainants and another Rs. 15,00,000/- were paid by availing a mortgaged loan from Bank of India making it to a total of Rs. 25,50,693/-. The receipts against bookings are placed on record.



10. The complainants submitted that further another demand of Rs. 78,816/- was raised by the respondents which was duly paid by the complainants vide receipt no. 5 dated 28/05/2013.
11. The complainants submitted that the builder buyer agreement was executed on 20/02/2014. At the time of execution of builder buyer agreement, the respondents raised a demand of Rs. 4,87,500/- which was duly paid by the complainants on 20/02/2014 vide receipt no. 602 dated 20/02/2014.
12. The complainants submitted that later on in the month of February, 2015, another demand of Rs. 18,00,000/- was raised by the respondents but at this time, the complainants and the other applicants in the same project had started raising concerns as the construction of the building/ project was not in accordance with the demands raised by the respondents as the construction had hardly started at the site. The buyers in the project had become alarmed that they might not get possession till the due date as committed by the respondent. The complainants were panic-stricken as they were already paying off their debts which were raised by them in the form of mortgage loan at a high rate of





interest. Therefore, the complainants sent several emails at the office of the respondent's email id and also personally visited their office several times, so as to know about the progress of the project but they never got a satisfactory answer. The officials of the respondent company never apprised them of the real and material facts and kept telling the complainants that possession of the apartment will be delivered to them at the stipulated time and the delays caused are natural. Believing the averments of the respondents to be true, the complainants again paid an amount of Rs. 10,00,000/- to the respondent company by availing a home loan this time of Rs. 10,00,000/- from HDFC Bank. The receipt of the payment of this amount bears no. 1225 dated 26/02/2015 and is placed on record.

13. The complainants submitted that as per the terms and conditions of builder buyer agreement which was executed on 20/02/2014, the time period given for delivering the possession of the apartment as was given in clause 6.1 and 6.2 was 42 months and a grace period of 180 days i.e. the stipulated time for delivering possession was 20<sup>th</sup> February 2018. The complainant had made close to 70% of the total consideration till the year, 2015 but till



the beginning of the year 2017, there was no construction at all at the site. When the delivery of possession was nearing the deadline, which was 20/02/2018, the respondents through coercive, forceful, manipulative and sabotaging manner brought before the complainants, the only available option which was to go for “**Winter Hills**” project instead what they chose and decided for. For this, all kinds of pressure tactics, illegal methods, one sided, favourable builder buyer agreement was handed over to the complainants on which they were made to sign.

14. The complainants submitted that it is noteworthy to mention here that the complainants were deceived into signing an agreement which was more costlier and they were moved from first floor to 12<sup>th</sup> floor, without any compensation for the losses incurred by the complainants and with no relaxation in the schedule of payment or in total consideration and that too when the complainants had all the legal rights in the world to receive the refund of their amount already paid.

15. The complainants submitted that the fresh builder buyer agreement was executed on 14/02/2017 between the



complainants and the respondents wherein now the complainants were allotted apartment no. 1201 in Tower-C on 12<sup>th</sup> Floor on “Winter Hills” situated in Sector-77, Gurugram, Haryana admeasuring 1342 sq. ft. for a total consideration of Rs.66,45,430/-. The total monsoon breeze, phase-II paid up capital of Rs.41,17,009/- was adjusted in builder buyer agreement of “**Winter Hills**” vide receipt no. 10118 dated 16/02/2017 which was another trick to mischievously misappropriate the money of the complainant and to hold it and utilize it towards their wrongful gains thereby causing wrongful financial loss to the complainants as is apparent from the clauses given under the heading “delivery of possession” in the builder buyer agreement of Winter Hills.

16. The complainants submitted that immediately after signing the builder buyer agreement of winter hills, the respondents demanded the payment of Rs. 12,57,112/- which was duly paid in two different instalments namely Rs. 8,57,112/- vide receipt no. 10406 dated 06/04/2017 and Rs. 4,00,000/- vide receipt no. 10653 dated 02/06/2017.



17. The complainants submitted that the impressive and rosy promises of 12<sup>th</sup> floor, 2 bhk, winter hills on priority basis by the respondents too were proved damp squib because 31/12/2017 deadline as per builder buyer agreement of winter hills had **again** brought the complainants to an earlier experience of “No Mans Land”.

18. The complainants submitted that no believable explanation or reliable or satisfactory answers are being given by the respondents to the complainants. The respondents in one-line-reply suggest the complainants to go through the clause 7 sub clause 7.1 and 7.2 of possession of apartment in the builder buyer agreement as the final solution to such complainants as Mr. Prashant Gupta and Mrs. Radhika Gigras who: -

- a. Were denied the choice of wilfulness in Monsoon Breeze II project.
- b. Had to forgo the use of their long earned and preserved savings and had to avail two loans
  - i. Mortgage loan of Rs. 15,00,000/- which they had to repay by shedding Rs. 20,00,000/- approx. from their earnings.



- ii. Another home loan of Rs. 25,00,000/- which they had got sanctioned for the final payment towards the 2BHK apartment in Monsoon Breeze II but could only get Rs. 10,00,000/- disbursed from the bank just to pay an instalment towards the construction and are paying a huge rate of interest on this sum of Rs. 10,00,000/- till date.
- c. Who had to strain themselves to hard earnings only to wait for a prolonged period of 7 years starting from the year 2012 to get the delivery of possession of their so called 2BHK flat in Monsoon Breeze II.
- d. Who get nothing in surrender value for a huge corpus of Rs. 53,74,121/- as the scenario stands as a today.
- e. Who are just left to suffer in stress, anxiety, mental disorder, bank loans and civil litigations.

Till date, the respondents neither handed over any possession of apartment nor have they bothered to refund the money demanded by the complainants at both the times i.e. at the stipulated time when the possession was to be given in case of Monsoon Breeze II as well Winter Hills.



### Issues raised by the complainant

- i. Whether the building / apartment/plot/flat has been handed over to the complainants?
- ii. Whether the construction of the project “monsoon breeze” was ever started by the respondent in sector 78, Gurugram?
- iii. Whether there have been deliberate or otherwise, misrepresentation on the part of developer regarding the acknowledgment, assurance to the complainants about the construction work being carried on in the said project?
- iv. Whether there were mis presentation on the part of respondent s with regard to making the complainants enter into fresh/alternate agreement for winter hills project?
- v. Whether the respondent have failed their promises/ commitments of the contracts at both the times i.e. at the time of delivering of possession in case of monsoon Breeze II and at the time of Winter Hills?



### Relief sought

- i. To direct the respondent party to refund the paid amount i.e. Rs. 53,74,121/- along with interest @ 24% from the date of

booking till date of refund on paid amount by the complainant to the respondent.

- ii. To direct the respondent regarding compensation @ Rs. 10/- per sq. ft. area as per stipulated time and without justification reason for delay.

### Respondent's reply

17. The respondent submitted that the present complaint is filed without any cause of action and only on experimental basis. There is no deficiency of service or unfair trade practice on the part of the respondent. It is further submitted that since the complainant sought alternate and earlier possession and the respondent offered to shift complainant in another project of the respondent namely Winter Hills located at Sector -77, Gurugram for which a apartment buyer agreement dated 14.02.2017 was executed as well.

18. It is submitted that as per clause 6.1 and 6.2 of the original apartment buyer agreement, due date for possession was 20th February 2018. However, the delay, if any, caused in handing over possession of apartment in question is because of force



majeure clause beyond the control of the respondent and so the respondent cannot be held liable for the alleged delay, if any.

19. The respondent submitted that the relationship of the complainants and the respondent is defined under the apartment buyer's agreement executed between both the parties. It is submitted that an specific clause for referring disputes to arbitration, is there in the said agreement under clause 13.9 of the agreement. Hence, both the parties are contractually bound by the above condition. In view of clause 13.9 of the agreement, the captioned complaint is barred. Without admitting any of the allegations raised in the complaint, it is submitted that the complainants ought to have resorted to arbitration instead of having approached this hon'ble authority with the captioned complaint. It is respectfully submitted that in the light of the arbitration clause in the agreement, this hon'ble authority lacks jurisdiction to entertain and adjudicate upon the instant complaint and so the complaint deserves to be dismissed on this ground alone.





20. The respondent submitted that present complaint is an abuse and misuse of the process of law. The main grievance in the complaint is that there is delay in delivery of possession. It is submitted that in the present case there is no deliberate or wilful delay in completing the construction and handing over possession of the apartment. The possession could not be handed over only because of the reasons which are beyond the control of the respondent and hence a reasonable extension of time is required in terms of clause 6.4 of the apartment buyer's agreement. A perusal of the facts and circumstances would show that in the present case, the respondent is entitled for reasonable extension of time for completion of the apartment because the delay in handing over the possession is caused only on account of the reasons which falls in Clause 6.4 of agreement. It is submitted that global recession hit the economy and is continuing particularly in the real estate sector. The global recession largely affected the real estate sector. It is submitted that the construction of project by the respondent is dependent upon the amount of money being received from the bookings made and money received



henceforth in the form of instalments by the Allottees. However, it is submitted that during the prolonged effect of the global recession, the number of bookings made by the prospective purchasers reduced drastically in comparison to the expected bookings anticipated by the respondent at the time of launch of the project. It is submitted that, reduced number of bookings along with the fact that several Allottees of the project either defaulted in making payment of the instalments or cancelled the bookings in the project, resulted in less cash flow to the respondent henceforth causing delay in the construction work of the project. Apart from the above the following various problems which are beyond the control of the respondent seriously affected the construction;

- a) Lack of adequate sources of finance;
- b) Shortage of labour
- c) Rising manpower and material costs;
- d) Approvals and procedural difficulties.

In addition to the aforesaid challenges the following factors also played major role in delaying the offer of possession;



- a) There was extreme shortage of water in the region which affected the construction works.
- b) There was shortage of bricks due to restrictions imposed by Ministry of Environment and Forest .
- c) Unexpected sudden declaration of demonetization policy by the central government, affected the construction works of the answering respondent in a serious way for many months. Non-availability of cash-in-hand affected the availability of labourers.
- d) Recession in economy also resulted in easy availability of labour and raw-materials becoming scarce..
- e) There was shortage of labour due to implementation of social schemes like National Rural Employment Guarantee Act (NREGA) and Jawaharlal Nehru Urban Renewal Mission (JNNURM).

All the above problems are beyond the control of the respondent and affected the progress of construction at project site after the project is launched. It is submitted that possession of the apartment could not be handed over to the complainants only because of the reasons explained above,



which falls within the purview of clause 6.4 of the agreement. The respondent is entitled for reasonable extension of time for handing over possession of the apartment to the complainants. It is submitted that the respondent had duly communicated to the complainants herein informing about the status of project and reiterated its stand to honour the terms and conditions of the apartment buyer agreement in case of any delay, if any, notwithstanding the difficulties faced by the respondent so as to safeguard the interests of the complainants. It is submitted that the penalty, as sought by the complainants, can only be claimed as per the terms and conditions of the apartment buyer agreement executed between both the parties. It is submitted that the apartment buyer agreement is an admitted document and both the parties are bound to strictly adhere the same. It is an admitted position that the project is under way and not abandoned by the respondent and the money deposited by the complainants has been utilized in the construction activities and ultimately withdrawal from the project will cause unsustainable harm to the other consumers as well.



21. The respondent submitted that present complaint is liable to be dismissed on the ground of suppression of material facts and documents. It is a settled position of law that a party approaching a court, or a forum is duty bound to do so with clean hands and disclose true material facts. A party which fails to do so is not entitled to any relief from a court or a forum. In the above captioned complaint, the complainants had made suppression of many material facts and some of those are given hereunder for the kind consideration of this hon'ble authority;

22. The respondent submitted that the complainants had unabashedly made a blatant attempt to mislead this hon'ble authority by making an averment that the subject project is nowhere near completion. Initially construction at site progressed well but unfortunately due to unavoidable circumstances which were beyond the control of respondent as detailed in foregoing paragraph, the construction delayed due to poor market conditions for real estate industry and also due to the factors as stated in foregoing paragraphs. But to control the same and to bring the construction on line, the



respondent had approached JM Financial Credit Solutions Limited for the term loan of Rs. 75 Crores to complete the remaining construction of project "Winter Hills 77" and same had been sanctioned by JM financial and out of total sanctioned loan amount Rs. 40 Crores have been disbursed by JM Financial. It is submitted that subsequently number of contractors have mobilized their resources at project site and construction/development activities at project site have also been commenced with full swing and as on date 850 labourers are working on site. It is submitted that the respondent is committed to complete the construction by June 2019 and shall apply for the occupancy certificate post which the subject apartment shall be offered for possession.

- i) Complainants have made regular default in making all payments are to be made by the complainants according to payment plan opted by them which amount to Rs. 53,74,121/-. However, the complainants delayed and as on date, the complainants are liable to pay interest amount of Rs. 396/- for delay in payment of instalments. It is submitted that above interest shall



further increase with further delay in making payment by the complainants.

ii) It is humbly submitted that such facts are material to the instant complaint and go into the root of the matter and the complainants are trying to mislead this hon'ble authority by concealing such material facts. In such a scenario, the instant complaint under reply deserves an outright dismissal with exemplary costs.

23. The respondent submitted that the complainants have filed the present complaint with incomplete and untrue facts and thus, played fraud on this hon'ble authority. It is the settled law that a party who approached the court with unclean hands, disentitles himself from getting any relief whatsoever. As such the present complaint deserves dismissal with exemplary costs. The captioned complaint has been filed by the complainants with the sole objective of being unjustly enriched. Firstly, the challenges being faced by the real estate industry as a whole are being simply brushed aside; secondly, the mechanism which has been put in place by the answering



respondent to compensate the buyers for delay in completion of project-is being disregarded by them. The complainants were well aware of the contractual provisions and they had agreed to purchase the apartment only after carefully understanding each and every clause of the agreement. It was never projected by the respondent that there may not be an eventuality of delay. Keeping any such eventuality in mind, the complainants had agreed to purchase the apartment. It may be appreciated that the developer does not gain anything in case its project is delayed. There are wide scale financial ramifications, which the developer has to face. Clearly, the complainants in the present case have embarked upon a witch-hunt against a genuine developer like the respondent who has good intention to complete the construction of the project as early as possible.



24. It is submitted that the complainants have prayed for relief for refund of the amount paid which can only be claimed in a suit for recovery after paying ad-volerum court fee. That in order to avoid the payment of court fee, the complainants have not raised a dispute in a civil court. It is submitted that the issues



involved in the present petition require elaborate evidence and cannot be adjudicated upon under the summary jurisdiction of this hon'ble authority. In this view of the matter, the complaint is liable to be dismissed with costs.

25. It is stated that the dispute between the parties involves complicated questions of facts and law, which necessarily entails leading of copious evidence. The issues raised by the complainants cannot be addressed in a complaint before this hon'ble authority, which follows a summary procedure. In this view of the matter, the complaint is not maintainable and is liable to be dismissed.

26. It is respectful submission of the respondent that it has been trying its best to complete the construction of the project considering the welfare and interests of its customers, including the complainants herein. It may kindly be noted that the respondent has nothing to gain by deliberately delaying the delivery of subject project and such delays only act to the detriment of the goodwill of the respondent. It is further stated that the subject project is by no means abandoned and that the



respondent had approached JM Financial Credit Solutions Limited for a term loan of Rs. 75 Crores to complete the remaining construction of project "Winter Hills 77" and same had been sanctioned by JM financial and out of total sanctioned loan amount, Rs. 40 crores have been disbursed by the JM Financial. Subsequent to which number of contractors have mobilized their resources at project site and construction/development activities at project site is in full swing and as on date 850 labourers are working on site. It is further submitted that the respondent had already registered the project "Winter Hills 77" under Section 3 of the Real Estate (Regulation and Development) Act, 2016 and the same has been granted to the respondent.

### Determination on issues

27. With respect to the **first and fifth issues** raised by the complainant, as per clause 7.1 of the apartment buyer's agreement dated 20.02.2017 the respondent was liable to handover the possession as per the committed date i.e. on or before 01.07.2018. So far there has been a delay of 7 years approximately and the respondent as per clause 7.7 is liable to pay the penalty as per Rs



5/- per sq. ft. of the super area. Therefore, the respondent is liable for breach of the agreement. Since the project is registered and revised date of completion as per registration certificate is 31.12.2019. Thus, as per the policy adopted by the authority the respondent will be liable only to pay interest to the complainant at the prescribed rate i.e. 10.75% from the due date of possession i.e. 01.07.2018 till the date of handing over of possession for every month of delay caused to the complainant.

28. With respect to the **second, third and fourth issue** raised by the complainant, due to the lack of documentary evidence this issue cannot be decided.

#### **Findings and directions of the authority**

29. **Jurisdiction of the authority**- The authority has complete territorial jurisdiction to entertain the present complaint. As the project in question is situated in planning area of Gurugram, therefore the authority has complete territorial jurisdiction vide notification no.1/92/2017-1TCP issued by Principal Secretary (Town and Country Planning) dated 14.12.2017 to entertain the present complaint. As the nature of the real estate project is



commercial in nature so the authority has subject matter jurisdiction along with territorial jurisdiction.

30. The authority has complete 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 complainant at a later stage.
31. The complainant made a submission before this authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.
32. The complainant requested that necessary directions be issued to the promoter to comply with the provisions and fulfil obligation under section 37 of the Act.
33. Keeping in view the facts and circumstances of the complaint and submissions made by the parties during arguments, the authority has decided to observe that project is registered with the authority and the revised date of delivery of possession is 31.12.2019. As per clause 7.1 of the builder buyer agreement dated 14.2.2017 for unit No.1201, 12<sup>th</sup> floor, tower-C, in project "Winter Hills" Sector 77,



Gurugram, possession was to be handed over to the complainant by 31.12.2017 + 6 months grace period which comes out to be 01.07.2018. However, the respondent has not delivered the unit in time. Complainant has already paid Rs.53,74,121/- to the respondent against a total sale consideration of Rs.66,45,430/-.

### **Decision and direction of authority**

34. 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:

- i. The respondent is directed to pay delayed possession charges at prescribed rate of interest i.e. 10.75% per annum w.e.f 01.07.2018 as per the provisions of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 till offer of possession.
- ii. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid before 10<sup>th</sup> of subsequent month.



- iii. The respondent is directed to adjust the payment of delayed possession charges towards dues from the complainant, if any.
35. The order is pronounced.
36. Case file be consigned to the registry.

**(Samir Kumar)**

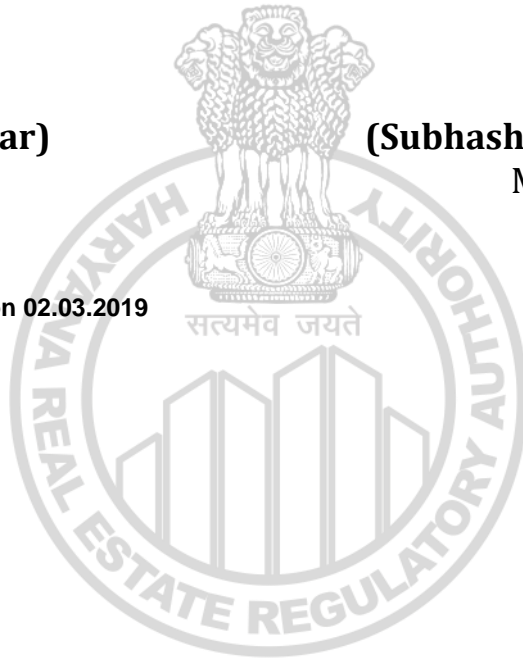
Member

Dated:14.02.2019

**(Subhash Chander Kush)**

Member

Judgment Uploaded on 02.03.2019



HARERA  
GURUGRAM

