

PROCEEDINGS OF THE DAY

Day and Date	Wednesday and 06.02.2019
Complaint No.	1435/2018 Case Titled As Rajesh Kumar V/S M/S Imperia Wishfield Pvt Ltd
Complainant	Rajesh Kumar
Represented through	Shri Parikshit Kumar, Advocate for the complainant
Respondent	M/S Imperia Wishfield Pvt Ltd
Respondent Represented through	Shri Rohit Sharma, authorized representative on behalf of respondent-company with S/Shri J.K. Dang and Ishaan Dang, Advocates for the respondent.
Last date of hearing	3.1.2019
Proceeding Recorded by	Naresh Kumari & S.L.Chanana

Proceedings

Respondent has applied online for registration.

Arguments heard.

Report of Local Commissioner dated 30.1.2019 has been received and the same has been placed on record. The operative part of report of Local Commissioner is as under:-

“For project ‘ELVEDOR’ o 2.00 acres land being developed by M/s Imperia Wishfield Pvt Ltd.

Since the estimated cost and expenditure incurred figures are available for the project ‘ELVEDOR’ being developed by M/s Imperia Wishfield Pvt. Ltd the overall progress of the project ‘ELVEDOR’ has been assessed on the basis of expenditure incurred and actual work done at site on 24.1.2019. Keeping in view above facts and figures, it is reported that the work has been completed

with respect to financially is 42.20% whereas the work has been completed physically is about 30% approximately.

For project '37th AVENUE on 4.00 acres land being developed by M/s Imperia Wishfield Pvt. Ltd.

Since the estimate cost and expenditure incurred figures are available for the project '37th AVENUE' being developed by M/s Imperia Wishfield Pvt. Ltd. The overall progress of the project '37th AVENUE' has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially is 15.70% whereas the work has been completed physically is about 5% approximately".

Counsel for the respondent has raised certain controversial issues w.r.t. ownership of the land which is in the name of Devi Ram who had entered into an agreement with Prime IT Solutions Pvt.Ltd and thereafter Prime IT Solutions Pvt.Ltd has entered into an agreement to develop the project with M/S Imperia Wishfield Pvt. Ltd.

There were certain legal wranglings inter-se all the three parties mentioned above. However, vide judgment dated 21.1.2016 passed in civil suit No.149 SK by Shri Sanjeev Kajla, Civil Judge, Gurgaon, the matter has been settled inter-se all the three parties and as a matter of fact entries w.r.t. land dispute have been correctly entered in the mutation and jamabandi record, as such there is no dispute w.r.t. ownership of land.

The homebuyer has entered into an agreement with M/s Imperia Wishfield Pvt. Ltd. on **16.12.2013** and the possession was to be handed over to the complainant within a period of 60 months which comes out to be 15.12.2018. As such, the complainant is entitled to get interest for the delayed period @ 10.75% per annum w.e.f. **15.12.2018** as per the provisions

of section 18 (1) of the Real Estate (Regulation & Development) Act, 2016 till offer of possession.

It has been averred by counsel for the respondent that they have applied for transfer of licence with DTCP and registration of project with RERA authority. As per the registration application, the revised date of delivery of possession is March 2020.

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 10th 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)
6.2.2019

Subhash Chander Kush
(Member)

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

Complaint no. : 1435 of 2018
Date of first hearing : 03.01.2019
Date of decision : 06.02.2019

Rajesh Kumar
R/o H.no. 112, Takshila height
Sector-37 C, Gurugram, Haryana
Versus

Complainant

M/s Imperia Wishfield Pvt. Ltd.
Office at: A-25, Mohan Co-operative
Industrial Estate, Mathura Road, New Delhi

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Shri Parikshit Kumar
Shri Ishaan Dang
Shri Rohit Sharma

Advocate for the complainant
Advocate for the respondent
Authorised representative on
behalf of the respondent
company

ORDER

1. A complaint dated 22.10.2018 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. Rajesh Kumar, against the promoter M/s Imperia Wishfield Pvt. Ltd.,



on account of violation of the clause 11(a) of buyer's agreement executed on 16.12.2013 in respect of apartment described as below in the project "Elvedor" for not handing over possession by the due date which is an obligation of the promoter under section 11(4)(a) of the Act *ibid*.

2. Since the buyer's agreement has been executed on 16.12.2013, i.e. prior to the commencement of the Act *ibid*, therefore, the penal proceedings cannot be 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 are as under: -

- **Nature of the project – Commercial colony**
- **DTCP License no.- 47 of 2012 dated 12.05.2012**
- **License valid/renewed up to- 11.05.2016**
- **License holder- M/s Prime IT Solutions Pvt. Ltd.**

1.	Name and location of the project	"Elvedor", Sector 37-C, Gurugram, Haryana.
2.	Project area	2 acres
3.	Registered/ not registered	Not registered
4.	Unit no.	E-011, ground floor, tower 'Evita'
5.	Unit measuring	315 sq. ft.
6.	Date of buyer's agreement	16.12.2013
7.	Total consideration as per buyer's agreement	Rs. 29,07,844/-



		(Pg. 42)
8.	Total amount paid by the complainant	Rs.23,56,910/- (as alleged by the complainant in the complaint) [Note: statement of account has not been annexed.]
9.	Payment plan	Construction linked plan
10.	Date of delivery of possession [Clause 11(a) – 60 months from date of execution of agreement i.e.16.12.2013]	16.12.2018
11.	Delay in handing over possession till the date of decision	2 months approx
12.	Penalty clause as per buyer's agreement dated 16.12.2013	Clause 14 i.e. @ Rs.20/- per sq. ft. per month of the super area of the said unit per month.

4. The details provided above have been checked on the basis of the record available in the case file which have been provided by the complainant and the respondent. A buyer's agreement dated 16.12.2013 is available on record for unit no. E_011, ground floor, block/tower 'Evita' admeasuring 315 sq. ft. in the project 'Elvedor' according to which the due date of possession comes out to be 16.12.2018.

5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance.



The case came up for hearing on 06.02.2019. The reply filed on behalf of the respondent has been perused.

Facts of the complaint

6. The complainant submitted that the respondent launched a residential-cum-commercial project originally known as “Esfera Elvedor”, situated at Sector-37C, Gurugram in and about the year 2012.
7. The complainant submitted that on the basis of representations made by the respondent, he vide an application form dated 26.08.2012 applied for allotment of one studio apartment in the said project having a super area of 315 sq. ft. In terms of the application form, the complainant was required to remit payments in accordance with a construction linked payment plan as set out therein.
8. The complainant submitted that after receiving almost 25 % of the total basic price, the respondent did not intimate any timeline within which the buyer’s agreement would be executed. Finally, after a period of 12 months, the respondent eventually issued a confirmation of unit allotment letter dated 26.08.2013 to the respondent, wherein the studio apartment unit bearing no. E_011 on the ground floor in tower named “Evita” at project “Elvedor retail” situated at sector 37-C,



Gurugram, Haryana admeasuring 315 sq. ft. for a total sale consideration of Rs. 32,57,844/-. Thereafter, vide letter dated 29.11.2013, the respondent finally supplied the copy of buyer's agreement .

9. The complainant submitted that in terms of the buyers agreement, the respondent represented that the project was being constructed on a land admeasuring 16 canals (2 acres) situated in the revenue estate of Garauli Khurd, Tehsil and District Gurugram in Section 37C, Gurgaon. It was further represented that the said land was owned in part by one Mr. Devi Ram and in the other part by M/s Prime IT Solutions Private Limited. M/s Prime IT Solutions had entered into a collaboration agreement and general power of attorneys in favor of M/s Prime IT Solutions Private Limited (**"Prime IT Solutions"**). The said Prime IT Solutions subsequently applied for and purportedly obtained a license from DTCP, Haryana bearing no. 47 of 2012 dated 12.05.2012 in respect of the project land. Subsequently, Prime IT Solutions entered into collaboration with the respondent pursuant to which the project was being implemented. It was further represented that development plans had also been approved on 24.05.2011 and based on such approvals, the respondent is competent and entitled to execute the project. Thereafter,



believing such representations to be true, the complainant executed the buyers agreement dated 16.12.2013.

10. The complainant submitted that in terms of the buyers agreement, the total basic sale price was shown as Rs. 25,97,175/- per sq. ft. for a total super area , external and internal development charges were shown as Rs. 1,49,310/- and PLC of Rs. 1,29,859/-. Thus, the total sale price was reflected as Rs. 29,07,844/-
11. The complainant submitted that as per the demand letters, the respondent had purportedly undertaken construction up till the 13th floor. Simultaneously, as evidenced by various receipts, the complainant had paid a sum of Rs. 23,56,910/- by June 2016 out of a total sale price of Rs. 29,07,844/- as specified in the buyers agreement.
12. The complainant submitted that however, subsequent to receipt of 75% of the basic sale price and all charges towards PLC, car park and development charges, the respondent did not undertake any construction on the project. The complainant repeatedly requested the respondent to provide status of construction as well as information on the expected date of delivery of the project. However, no response was forthcoming on the part of the respondent.



13. The complainant submitted that they started making enquiries from other allottees who were similarly situated and was shocked to learn that neither did the respondent have any right in and over the land at the time of booking, nor did the respondent have requisite sanctions or approvals from the concerned authorities. As such all the representations provided by the respondent in terms of the buyers agreement were found to be deceptive and false. The complainant also became aware of the fact that:

- (a) A license / letter of intent was issued in favor of Prime IT Solutions Private Limited (and not the respondent) on 24.05.2011. As per the clause 25 of terms and conditions of the said letter of intent, the colonizer (i.e. Prime IT Solutions Private Limited) was required to provide an undertaking to the effect that land is not being sold to anyone after issuance of the letter of intent. As such, it is evident that a pre-condition for issuance of letter of intent / license was that there is no collaboration agreement / agreement to sell which is in force on the project land. Therefore, neither did the respondent have any license in its favor nor was it, in any event, without a separate



license issued in its favor, entitled to acquire the land or undertake construction on the same.

- (b) Further a license bearing no. 47 of 2012 was issued in favor of the Prime IT Solutions on 12.05.2012. However, the DTCP Haryana Website clearly shows that in fact such license has expired on 11.05.2016 itself. This essential fact was also actively suppressed.

14. The complainant submitted that seeing that the project had remained stalled for 2 years and upon gaining knowledge that there were several issues with respect to the Project in question, the complainant and her husband made several requests to the respondent to refund the entire amount which the complainant has paid towards the said allotment along with interest, however, the respondent has refused to entertain any legitimate request for refund of amounts and further did not provide any written response to the above requests.

15. The complainant submitted that subsequently, the complainants have also become aware of the fact that:

- (a) The collaboration agreement dated 06.12.2012 which was the governing document granting the respondent



right to undertake construction and development was in fact unregistered. Consequently, at the time of undertaking booking for the complainant, the respondent had no right in and over the said land.

- (b) The complainant further learnt that vide a general power of attorney purportedly registered, prime IT Solutions had agreed to sell, transfer and convey the project land in favor of the respondent. Even as on the date of execution of the buyer's agreement, no sale had taken place and neither was any registered development agreement executed.
- (c) In fact the respondent in order to enforce its purported rights against Prime IT Solutions filed a civil suit before the Id. Civil Judge (Jr. Division) wherein a compromise was executed between the parties to the suit. Pursuant to such compromise dated 12.01.2016 and a compromise decree dated 21.01.2016, the respondent presumably has acquired rights in respect of the project land. However, as is evident, the respondent still does not have the requisite sanction from the concerned authorities to undertake



construction over the lands since the approval/license was issued only in the name of Prime IT Solutions and not the respondent. As such the construction is completely not sanctioned and this fact has been actively concealed by the respondent for almost 6 years.

16. The complainant submitted that even after expiry of 6 years from the date of booking, till date only a rudimentary structure of one out of the several building forming part of the project has been erected on the project land which is incapable of possession. Additionally, there is no other development on the project land for last two years and the construction activities have been stopped since 2016.

Issues raised by the complainant

The relevant issues raised in the complaint are:

- i. Whether the respondent has misrepresented to the complainant that it has the necessary sanctions and approvals in place to undertake construction of the proposed project?
- ii. Whether the respondent has abandoned the project and consequently is liable to refund the amounts along with interest to the complainant?



- iii. Whether the respondent has failed to provide possession of the unit in question without any reasonable justification?
- iv. Whether the respondent has undertaken construction of the proposed project in accordance with any sanctioned plans which have been duly approved?
- v. Whether the respondent has any authority to undertake construction or sale of the project in question at the time of receiving booking amount or instalments from the complainant?

Reliefs sought by the complainant

- I. Direct the respondent to refund of the amount of Rs. 23,56,910/-.
- II. Direct the respondent to pay interest at the rate of 18% p.a. or at such rates as may be prescribed on the amount of Rs. 23,56,910/- from the date of deposit till the date of actual receipt.

Respondent's reply

17. The respondent has denied each and every allegations and contentions raised by the complainant. They contended that the complaint is false, frivolous, malafide and an abuse of



process of this authority. It was further contended by the respondent that the complainant has not approached this authority with clean hands.

18. The respondent has submitted that the construction has been delayed due to force majeure circumstances beyond the control of the respondent. It was further submitted by the respondent that M/s Prime IT Solutions Pvt. Ltd. entered into a development agreement on 06.12.2011 and the same was duly registered. In furtherance of the development agreement, an application for grant of license to develop a commercial colony over the aforesaid land had been submitted by M/s Prime IT Solutions Pvt. Ltd. before DTCP.

19. The respondent submitted that M/s Prime IT Solutions Pvt. Ltd. and developer had executed a term sheet which took the shape of the collaboration agreement. Further, a general power of attorney was also executed by M/s. Prime IT Solution Pvt. Ltd. in favour of developer which was also registered on 19.03.2012. It was further submitted by the respondent that they had obtained all necessary permissions and sanctions for the commercial project in question.

20. The respondent submitted that they got letter of intent on 24.05.2011 and subsequently license no. 47 of 2012 and



license no. 51 of 2012 was granted on 12.05.2012 and 17.05.2012. Further the building plan was sanctioned on 25.06.2013.

21. The respondent has submitted that they had filed a suit titled Imperia Wishfield Private Limited versus Prime IT Solution Private Limited whereby the relief of declaration along with consequential relief of permanent injunction against the Prime IT Solution Private Limited and landowners. The hon'ble civil court has passed the order in the shape of compromise deed and issued direction to prepare the decree sheet accordingly. The decree sheet judgement and sanctioning of mutation no. 2117 for transfer of the ownership of project land to Imperia Wishfield Private Limited was declared the owner of the property in question.

22. The respondent submitted that by virtue of acts in law, above permissions and court decree, the respondent have the absolute right to market, sell, allot plots, etc. and as such became competent to enter into agreements.

23. The respondent submitted that the construction at the site is being done in phase and in going on full swing. It was further submitted by the respondent that the complainant is bound by the terms of the application form and therefore the dispute if



any falls within the ambit of civil dispute and all other allegations levelled by the complainant are false and baseless.

Determination of issues

After considering the facts submitted by the complainant, reply by the respondent and perusal of record on file, the authority decides seriatim the issues raised by the parties as under:

24. In respect of **first issue** raised by the complainant, complainant has failed to furnish any concrete proof in order to establish any misrepresentation on the part of the respondent regarding necessary sanctions and approvals in order to carry out construction. Thus, this issue is decided in negative.
25. In respect of **second issue** raised by the complainant, as per the report of the local commissioner, the project is 42.20% financially completed and 30% of physical work has been completed. Therefore, refund cannot be allowed at present stage.
26. In respect of **third issue** raised by the complainant, as per clause 11(a) of the buyer's agreement dated 06.12.2013, the possession of the flat was supposed to be handed over within a period of 60 months from the date of this agreement.



Therefore, the due date for delivery of possession comes out to be 16.12.2018. The promoter was under a legal obligation for handing over the possession as per the BBA. However, they committed a default in doing the same

27. In respect of **fourth and fifth issue** raised by the complainant, the complainant has not furnished any documentary proof in order to firmly ascertain whether the construction was carried out in accordance with the sanctioned plans and approvals or whether the respondent, in the first place, had any authority to undertake construction or sale of the project in question. However, it is clear from the records that DTCP license has already expired on 11.05.2016 and it is nowhere stated by the respondent in their reply that they have applied for renewal of said license.

Findings of the authority

28. **Jurisdiction of the authority-** The authority has complete jurisdiction to decide the complaint in regard to 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. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by



Department of Town and Country Planning, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District. 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.

29. **Report of local commissioner:** The local commissioner was appointed in the project named 'Elvedor' to ascertain the status of the project. In the report, it is submitted that the complainant has applied for commercial unit in the building of commercial colony measuring 2.00 acres approved by DTCP, Haryana Chandigarh vide license no. 47 of 2012 dated 12.05.2012 was issued in favour of Prime I.T Solutions Pvt. Ltd. and others in Sector 37-C, Gurugram.
30. Neither license nor building plan was approved by Director General Town and Country Planning, Haryana, Chandigarh in favour of M/s Imperia Wishfield Pvt. Ltd.
31. Since the estimated cost and expenditure incurred figures are available for the project 'Elvedor' being developed by M/s Imperia Wishfield Pvt. Ltd. The overall progress of the said project has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view



above facts and figures, it is reported that the work has been completed with respect to financially is 42.20% whereas the work physically completed is about 30% approximately.

32. Objections raised on behalf of the respondent to the

report of local commissioner: The respondent submitted that inspection in the present case was conducted by the local commissioner on 24.01.2019. However, from the very inception, the attitude/conduct of the local commissioner was completely biased and prejudiced. The local commissioner completely lacked the competence and capability expected/required for physical verification of status of construction and appreciation of sanctions/permissions granted by the concerned statutory authority in relation to the project.

33. The respondent submitted that the officials of the respondent had tried their level best to assist the local commissioner, but for reasons best known to the local commissioner, he was not at all receptive and/or inclined to listen to valid submissions sought to be made by them. Consequently, the report submitted by the local commissioner is absolutely illegal, unfair, biased, factually incorrect and does not serve the purpose for which the local commissioner had been appointed.



34. The respondent submitted that the report submitted by the local commissioner is contrary to the actual state of affairs prevailing at the spot. It has been illogically and irrationally contended by the local commissioner that neither the license nor building plan had been approved by Director General, Town and Country Planning, Haryana, Chandigarh in favour of the respondent.

35. The respondent submitted that the concerned statutory authority had also granted environmental clearance for the project on 06.11.2012. The building plans for the project had also been sanctioned by the concerned statutory authority. Other requisite permissions/clearances were also granted for the project. In the mean time differences had arisen between Prime I T Solutions Private Limited, respondent and Mr. Devi Ram (land owner). The same had culminated in institution of suit for declaration with consequential relief of permanent injunction titled "*Imperia Wishfield Private Limited versus Prime IT Solutions Private Limited and others*".

36. The respondent submitted that judgment dated 21.01.2016 had been passed by Mr. Sanjeev Kajla the then Civil Judge, Gurugram whereby the respondent had been declared to be absolute owner in exclusive possession of project land. The



passing of judgment referred to above had been duly reported to the concerned revenue authorities and mutation bearing number 2117 had been sanctioned on the basis of judgment and decree referred to above. In this manner, the respondent had become full-fledged and lawful owner in possession of the project site.

37. The respondent submitted that the fact of passing of judgment referred to above was duly reported to the office of Director General, Town & Country Planning, Haryana, Chandigarh. The matter is pending for consideration with the aforesaid statutory authority for transfer of licence in favour of the respondent in furtherance of judgements/decrees referred to above. All these facts were brought to the attention of the local commissioner.

38. The respondent submitted that the officials of the respondent had even offered to supply photocopies of all the documents referred to above to the local commissioner. It was also specifically pointed out to the local commissioner that the fact of passing of judgments/decrees had been mentioned in the reply filed by the respondent. However, for reasons best known to the local commissioner, he was simply not inclined



to hear anything in this regard or even to accept or consider documents.

39. The respondent submitted that as a consequence an erroneous and flawed observation is contained in the report submitted by the local commissioner that the licence/building plans are not in favour of the respondent. In fact, if the entire factual matrix of the case had been considered in the correct perspective, this illegal observation would not have been made by the local commissioner. Consequently, it is evident that the observation of the local commissioner referred to above is contrary to record and deserves to be disregarded/ignored.

40. The respondent submitted that on the basis of erroneous observations completely contrary to facts, a grossly illegal conclusion was drawn in the end of his report by the local commissioner. It was wrongly and illegally held by the local commissioner that in the execution of “Elvedor” project, work had been completed with respect to 30% of the total area although financially 42.2% component had been allegedly realised by the respondent. In fact, structure of the project stands almost completed at the spot.



41. The respondent specifically refutes the correctness of this calculation. The same is arbitrary, whimsical and lacks any rational. It had been brought to the attention of the local commissioner that substantial expenditure had been incurred by the respondent in making payment to the landowners/ Prime IT Solutions Private Limited and also in payment of external development charges, infrastructure development charges.
42. It was further brought to the attention of the local commissioner by the officials of the respondent that before determining the quantum of finance collected and the extent of work done, the aforesaid components of expenditure incurred by the respondent should be legitimately taken into account. However, for reasons best known to the local commissioner, the same has not been done.
43. 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 report of local commissioner dated 30.01.2019 has been received and the same has been placed on record. The operative part of report of Local Commissioner is as under:-

“For project ‘ELVEDOR’ o 2.00 acres land being developed by M/s Imperia Wishfield Pvt Ltd.



Since the estimated cost and expenditure incurred figures are available for the project 'ELVEDOR' being developed by M/s Imperia Wishfield Pvt. Ltd the overall progress of the project 'ELVEDOR' has been assessed on the basis of expenditure incurred and actual work done at site on 24.1.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially is 42.20% whereas the work has been completed physically is about 30% approximately.

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Since the estimate cost and expenditure incurred figures are available for the project '37th AVENUE' being developed by M/s Imperia Wishfield Pvt. Ltd. The overall progress of the project '37th AVENUE' has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially is 15.70% whereas the work has been completed physically is about 5% approximately".

44. Counsel for the respondent has raised certain controversial issues w.r.t. ownership of the land which is in the name of Devi Ram who had entered into an agreement with Prime IT Solutions Pvt.Ltd and thereafter Prime IT Solutions Pvt.Ltd has entered into an agreement to develop the project with M/S Imperia Wishfield Pvt. Ltd.

45. There were certain legal wranglings inter-se all the three parties mentioned above. However, vide judgment dated 21.01.2016 passed in civil suit no.149 SK by Shri Sanjeev Kajla, Civil Judge, Gurugram, the matter has been settled inter-se all



the three parties and as a matter of fact entries w.r.t. land dispute have been correctly entered in the mutation and jamabandi record, as such there is no dispute w.r.t. ownership of land.

46. The homebuyer has entered into an agreement with M/s Imperia Wishfield Pvt. Ltd. on **16.12.2013** and the possession was to be handed over to the complainant within a period of 60 months which comes out to be 15.12.2018. It has been averred by counsel for the respondent that they have applied for transfer of licence with DTCP and registration of project with RERA authority. As per the registration application, the revised date of delivery of possession is March 2020.

Directions of the authority

47. 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 directs the respondent

- i. As such, the complainant is entitled to get interest for the delayed period @ 10.75% per annum w.e.f. **15.12.2018** 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 10th of subsequent month.
- iii. The respondent is directed to adjust the payment of delayed possession charges towards dues from the complainant, if any.

48. The order is pronounced.

49. Case file be consigned to the registry.

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

Dated: 06.02.2019

Judgement Uploaded on 14.03.2019

