

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

Complaint no. : 198 of 2018
First date of hearing: 29.05.2018
Date of Decision : 22.11.2018

1. Mr. Sandeep Dhawan
2. Mrs. Anshu Dhawan
R/o 784, sector 17 A, Gurugram, Haryana

Complainants

Versus

M/s Emaar MGF Land Ltd
Reg Office : 306-308, 3rd Floor, Square One
C-2, District Center, Saket, New Delhi-110017

Branch Office : Emaar Business Park, MG
Road, Sikandarpur Chowk, sector 28,
Gurugram-122002

Respondent

CORAM:

Dr. K.K. Khandelwal
Shri Samir Kumar
Shri Subhash Chander Kush

Chairman
Member
Member

APPEARANCE:

Shri Sandeep Dhawan and Ms. Anshu Dhawan Complainants in person
Shri Ketan Luthra authorized representative on behalf of respondent company with Shri J.K. Dang, Advocate Advocate for respondent



ORDER

1. A complaint dated 25.04.2018 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. Sandeep Dhawan and Ms. Anshu Dhawan, against the promoter M/s Emaar MGF Land Ltd) on account of violation of clause 14 (a) of the buyer's agreement executed on 03.04.2014 for unit no PTS-01-0501 in the project "Palm Terraces Select" with a super area of 2410 sq. ft. for not giving possession on the due date i.e. on 31.10.2015 which is an obligation of the promoter under section 11 (4) (a) of the Act ibid.

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

1.	Name and location of the project	"Palm Terraces Select" in Sector 66, Gurugram
2.	Unit no.	PTS-01-0501, tower no. 1, 52th floor
3.	Unit area	2410 sq. ft.
4.	Nature of project	Residential
5.	DTCP license no.	50 of 2010
6.	Project area	27,299.865 sq. m
7.	Registered/ unregistered	Registered
8.	RERA Registration no.	19 of 2018
9.	Revised date of completion as per registration certificate	30.04.2018 which has lapsed, and extension applied on 26.04.2018 and granted on 08.10.2018
10.	Date of booking	18.07.2010
11.	Date of builder buyer agreement	03.03.2014
12.	Total consideration	Rs 1,73,39,691/-
13.	Total amount paid by the	Rs 1,66,95,981/-



	complainant	
14.	Payment plan	Construction Linked Payment Plan
15.	Date of delivery of possession Clause 14 (a)- (for units falling within ground plus thirteen floors tower/building): 36 months from date of start of construction i.e. 31.07.2012 + 3 months grace period)	31.10.2015
16.	Delay of number of years/months/days till 09.03.2018	2 years 5 months 22 days
17.	Penalty clause as per builder buyer agreement dated 03.03.2014	Clause 16 (a) - Rs. 7.50/- per sq. ft. per month of the Super Area
18.	Status of the project	OC received on 25.01.2018
19.	Offer of letter of possession	09.03.2018

3. The details provided above have been checked as per the record available in the case file provided by the complainant and the respondent. A buyer's agreement is available on record for unit no. PTS-01-0501 according to which the possession of the aforesaid unit was to be delivered by 31.10.2015. The promoter has failed to deliver the possession of the said unit to the complainants. Therefore, the promoter has not fulfilled his committed liability till date.



4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Accordingly, the respondent appeared on 29.05.2018. The case came up for hearing on 29.05.2018, 14.06.2018, 18.07.2018, 26.07.2018, 30.08.2018, 04.10.2018 and 05.11.2018. The reply has been filed by the respondent on 07.06.2018

Facts of the case

5. The complainants submitted that the respondent launched a project in the name and style of "Palm Terraces Select" in sector 66, Gurugram. The complainants booked an apartment vide unit no. 501 in tower 01 on 18.07.2010. The cost as given along with the brochure was Rs. 1,66,89,733/-.
6. The complainants submitted that they made payments amounting Rs 44,28,583/- dated 31.07.2017 even before the commencement of construction 31.07.2012. This is 26% of the total cost of the apartment.
7. The complainants submitted that as per the construction linked payment plan, the demands raised by the respondent regarding EDC, IDC and PLC, are not linked to construction. These demands from the promoter were erroneous and fraudulent. The promoter took 100% EDC and 100% IDC and



22.5% PLC even before start of excavation amounting Rs. 12,94,170/-.

8. The complainants submitted that they have delayed in making some payments on time, for which the respondent has charged penal rate of interest, at 24% as per buyer's agreement dated 03.03.2014, and till 24.12.2014. Complainants paid a total of Rs 1,67,25,057/- less Rs 1,01,144 (delayed payment charges) = 1,66,23,913, which is 99.60% of initially told brochure cost and 98.6% of the revised / enhanced cost of 1,68,54,215.04/.
9. The complainants submitted that the entire project is not yet completely ready. The club house, sports facilities, central greens, all access gates are not yet ready and work is still ongoing in these parts. tower no. 1 to 6 are being offered, while the DTCP has ruled that towers no. 7 to 12 are not yet fit for occupation. Construction activity is ongoing there and my daughter who suffers from Asthma, cannot live there under these circumstances.
10. The complainants submitted that as the date of commencement of the project is 31.07.2012, the delay in handing over the same is already 33 months and still the project is not fit for handing over. The buyer's agreement is not in consonance with the HARERA Rules on the subject and



not in consonance with section 13 (2) of the Real Estate(Regulation and Development) Act, 2016.

11. The complainants submitted that respondent is refusing to give any compensation for the delay and is hiding behind an arbitrary and unfair clause (clause no 16 on page no 22) inserted by them that no compensation will be paid if the allottee delays in payments of any instalment and all attempts to evince a just and fair response have failed. The complainants tried to talk to them, sent them numerous emails and even went to meet their CRM team. Our request for a meeting with the management of the respondent has been repeatedly ignored. All efforts including personal visits and mails to meet with any decision maker / management, or to get a satisfactory answer have failed.

12. The complainants submitted that as per clause no 16 on page no. 22, of the buyer's agreement, the compensation from respondent to the allottee will be made at the rate of Rs 7.50 per sq. ft. per month. In the case of our apartment, it works out to Rs 7.5 x 2410 sq. ft. per month = Rs 18,075 or Rs 2.17 lakhs per annum. Considering that Rs 1.66 cr. has already having been paid by us (like all 272 allottees), this merely amounts to approx. 3.5% interest per annum. And as per the same clause



16, no compensation will be paid if the allottee delays in payment of any instalment.

13. The complainants submitted that they had paid PLC (Preferred Location Cost, called "Central Green") costing Rs 12,05,000. At the time of booking, from artists' drawing nothing could be understood, but once the actual construction is done, it is evident that the respondent has cheated by arbitrarily charging this PLC. Regardless of the actual frontage / view, this PLC has been charged to all / most of the allottees, whereas this was supposed to be preferred location, and a preferred location by definition, cannot be same for all. Apartment no. 501 in tower no. 1, is located at one extreme end of the project.
14. The complainants submitted that from the date of booking i.e. 18.07.2010, the promoter has taken 24 months to commence excavation and 93 months (7 years and 9 months) to offer possession, which in actual fact, is still not ready in its entirety and defaulted by 33 months so far, and counting, as delayed offer (after considering 30+6 months' grace as construction time)
15. Without prejudice to other claims that the complainants have, the buyer cannot ask the complainants to take possession of





the flat as per their whimsical notions of an application form, which is over 93 months old or on the basis of a surreptitiously signed buyer's agreement especially after the respondent has proved that he has:

- a) Taken more than 24 months (after booking of the flat) to start excavation.
 - b) Taken more than 8 months to move from "excavation" to "concreting"
 - c) Taken more than 93 months after booking the flat to offer possession
 - d) Has broken up the project into 2 parts due to his own mistakes and delays (i.e. from 12 towers to 6, in first project, and 6 towers (tower no. 7 to 12) in the second project), thereby changing quality of living offered from luxury to below substandard quality.
16. The respondent has failed on all counts to deliver the possession of the flat as per commitment and the complainants ask for invoking of clause (x) of the conditions of registration certificate of project (reg. no. 19 of 2018, dated 01/02/2018).

Issues raised by the complainants

- I. Whether the promoter has any legal grounds to force the complainants to take the property offered and contest to return money along with compensation and interest as per



HARERA Rules and Real Estate (Regulation and Development) Act, 2016?

- II. Whether any compensation is due from respondent to allottee for the delays in handing over the property, and if so, then how much and at what rate of interest?
- III. Whether the property is ready to be handed over in the present state?

Relief sought

- I. Direct the respondent to refund the amount paid by the complainants along with the prescribed rate of interest.
- II. Direct the respondent to pay the compensation to be calculated from commencement of construction.

Respondent's reply

17. The respondent submitted that the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. The application for issuance of occupation certificate in respect of the apartment in question was made on 01.07.2017, i.e. well before the notification of the Haryana Real Estate (Regulation and Development) Rules 2017 (hereinafter



referred to as the 'Rules'). The occupation certificate has been thereafter issued on 25.01.2018. A copy of the same is annexure R3. Thus, the part of the project in question (Palm Terraces select at the Palm Drive, sector 66, Gurugram) is not an 'Ongoing Project" under Rule 2(1)(0) of the Rules. The part of the project for which the occupation certificate had been applied well before the rules were notified has not been registered under the provisions of the Act. This hon'ble authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.

18. It is respectfully submitted that complaints pertaining to possession, compensation and refund are to be decided by the adjudicating officer under section 71 of the Real Estate (Regulation and Development) Act, 2016 read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017.

19. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement dated 03.03.2014 as shall



be evident from the submission made in the following paras of the present reply.

20. That the complainants have been extremely irregular in payment of instalments. The statement of account of the complainants as on 10.05.2018 is annexed hereto as annexure R5.
21. The construction of the apartment in question stands completed and the respondent is in receipt of the occupation certificate in respect of the same. The complainants were called upon to complete certain formalities detailed in the said letter and also to make payment of outstanding amounts as set out in the statement of account annexed with the said letter.
22. The terms and conditions of the buyer's agreement duly executed and agreed to between the parties. There is no default or lapse on the part of the respondent. It is the complainants who are refraining from taking possession of the apartment by raising false and frivolous excuses. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainants are totally baseless.
23. It is wrong and denied that the cost of the apartment was arbitrarily revised by the respondent. Respondent has added



a few more costs at the time of demand for final instalment and has inflated any amount arbitrarily and without assigning any reason. It is wrong and denied that payments constituting 26% of total cost of the apartment were made even before commencement of construction or that the same unfairly affected the complainants.

24. That in any case the complainants have failed to make payment of the entire agreed sale consideration amount to the respondent. It is wrong and denied that clubhouse, sports facilities, central greens, all access gates are not yet ready and the work is still ongoing in the manner claimed by the complainants sufficient to prevent the complaints from occupying the apartment booked for purchase by the complainants.

25. That it is wrong and denied that the buyer's agreement is not in consonance with RERA Act and rules framed thereunder and clause number 16 incorporated in buyer's agreement or for that matter any other clause therein is unfair and arbitrary.

It is wrong and denied that respondent is liable to give any compensation to the complainants. It is wrong and denied that any delay in the manner claimed by the complainants has



occurred in the implementation of the project on the part of the respondent.

26. That it is wrong and denied that inspection of the project site would reveal that charge levied by the respondent is unfair and unjustified or that the same has been arbitrarily imposed. It is wrong and denied that it shall emerge from any spot inspection that preferential location charges have been demanded by the respondent pertaining to apartments with restricted view.
27. It is wrong and denied that it had taken the respondent more than 24 months after the booking to commence excavation and to thereafter commence concrete work in the manner claimed in the complaint.
28. It is wrong and denied that more than 93 months after booking the flat, the physical possession has not been delivered to the complainants and substandard quality materials have been used by the respondent in raising of construction.
29. It is wrong and denied that complainants are entitled to seek refund as per any statutory provisions. By virtue of the present complaint, the complainants wish to bring to a naught the buyers agreement, validly and legally executed by them.



30. It is wrong and denied that the respondent has violated the provisions of competition commission of India. It is wrong and denied that no amount is outstanding and payable by the complainants to the respondent and the respondent is not entitled to demand VAT liability in terms of RERA Act.
31. The demands raised by the respondent are strictly in accordance with the terms and conditions of buyer's agreement executed by the parties. In accordance with the terms and conditions of the buyer's agreement, the complainants are not entitled to any compensation or interest as claimed by them and to assert any claim that travels beyond the scope of the buyer's agreement executed by the parties.
32. The respondent submitted that the application for issuance of occupation certificate in respect of the apartment in question was made on 8th January 2018.
33. The respondent submitted that the complainants have no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as incorrect understanding of the terms and conditions of the buyer's agreement dated 03.03.2014



34. The respondent also submitted that the complainants have consciously refrained from obtaining physical possession of the unit by raising false and frivolous excuses.

Determination of issues:

35. After considering the facts submitted by the complainants, reply by the respondent and perusal of record on file, the issues wise findings of the authority are as under:

- i. **First issue and second issue:** Although, the possession has been offered to the complainant vide letter dated 09.03.2018 with additional demand of Rs. 1,26,296/- + Rs. 2,59,777/- for HVAT and as per the allegation of the complainant the final statement of account is completely silent towards the delayed compensation payable on the delayed delivery of possession after expiry of stipulated period. In this regard the authority is the view of that the respondent is liable to pay delayed possession charges at prescribed rate of interest as per provision of 18(1) of the Act.



However the demand raised towards the stamp duty and HVAT. As per the legal charges imposed by the respondent as this authority has no jurisdiction to decide the issue as regards as charging of taxes and other legal charges imposed by the

respondent and the complainant is liable to pay HVAT and other legal charges/HVAT.

ii. **Third issue:** From the perusal of record it is clear that respondent has got OC of the project on 25.01.2018 and offered possession thereafter on 09.03.2018. Hence, the allegation of the complainant is not sustainable in the eyes of law. That the property cannot be taken for physical possession.

36. As the promoter has failed to fulfil his obligation under section 11, the promoter is liable under section 18(1) proviso to pay interest to the complainants, at the prescribed rate, for every month of delay till the handing over of possession. Section 18(1) is reproduced below:

"18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,— (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the



handing over of the possession, at such rate as may be prescribed.

The complainants reserve their right to seek compensation from the promoter for which they shall make separate application to the adjudicating officer, if required

37. Accordingly, the due date of possession was 31.10. 2015. The delay compensation payable by the respondent @ Rs. 7.5/- per sq. ft. per month of the carpet area of the said flat as per clause 16 of apartment buyer's agreement is held to be very nominal and unjust. The terms of the agreement have been drafted mischievously by the respondent and are completely one sided as also held in para 181 of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and ors. (W.P 2737 of 2017)**, wherein the Bombay HC bench held that:

"...Agreements entered into with individual purchasers were invariably one sided, standard-format agreements prepared by the builders/developers and which were overwhelmingly in their favour with unjust clauses on delayed delivery, time for conveyance to the society, obligations to obtain occupation/completion certificate etc. Individual purchasers had no scope or power to negotiate and had to accept these one-sided agreements."

38. As the possession of the flat was to be delivered by 31.10.2015 as per the clause referred above, the authority is of the view that the promoter has failed to fulfil his obligation under



section 11(4)(a) of the Haryana Real Estate (Regulation and Development) Act, 2016, which is reproduced as under:

"11.4 The promoter shall—

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be: Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed."

39. The complainants made a submission before the authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.

34 (f) Function of Authority -

To ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

40. The complainants requested that necessary directions be issued by the authority under section 37 of the Act *ibid* to the promoter to comply with the provisions and fulfil obligation which is reproduced below:

37. Powers of Authority to issue directions



The Authority may, for the purpose of discharging its functions under the provisions of this Act or rules or regulations made thereunder, issue such directions from time to time, to the promoters or allottees or real estate agents, as the case may be, as it may consider necessary and such directions shall be binding on all concerned.

Inferences drawn by the authority

41. 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. As per notification no. 1/92/2017-1TCP dated 14.12.2018 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, and the nature of the project relates to real estate therefore this authority has complete territorial jurisdiction and subject matter jurisdiction to entertain the present complaint.

42. Keeping in view the facts and circumstances of the complaint, the authority is of the view that the complainants accepted that the occupation certificate issued by the competent



authority is only for the part of the project, but large number of amenities in the project are still to be completed/constructed by the respondent. Respondent in their registration application have mentioned that completion date of the project was 30.04.2018. Accordingly, complainants are at liberty if such amenities are not provided by the due date by the respondent he may approach the authority/adjudicating officer either for fulfilment of the obligation and or for compensation before the adjudicating officer. The respondent has already offered possession on 09.03.2018. Accordingly, the complainants is bound to take possession within one month and, in case, the possession is not taken by the complainants during the prescribed period, he may also be penalized as per provisions of the Act.

Decision and directions of the authority

43. 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 here by issues the following directions to the respondent in the interest of justice and fair play:

- i. Respondent is duty bound to allow the complainants to



get the flat/apartment inspected before handing over the possession. Complainants after taking over the possession of the flat/apartment may approach the respondent for removal of any defect(s) noticed if any in the unit, as per section 14(3) the obligation on the part of the promoter provided under the RERA Act, 2016. In case of non-compliance, complainants may lodge a complaint before the authority.

- ii. Complainants raised question of holding charges and maintenance charges for which counsel for the respondent assured that the matter would be settled outside the authority. The authority further directs the respondent to give details of holding charges and maintenance charges along with justification.
- iii. Respondent is further directed to take action for handing over common area either to the association of the allottees or to the competent authority as the case may be.
- iv. Under the Transfer of Property Act, the owner has absolute right to transfer the property. If there is any hindrance created by the respondent, the complainants may seek remedy.
- v. The matter regarding removal of lien also came up during arguments and the counsel for the respondent was kind enough and assured that lien on the property would be removed within 15 days if the loan has already



been paid by the complainants and certificate to this effect to be submitted to the respondent.

- vi. Respondent is directed to charge registration charges and stamp charges as per the provisions of law and if at all some administrative charges have been allowed by the district administration but not beyond over and above or in excess of the legal charges.
- vii. The respondent assured that within a week, a statement of accounts would be made available to the complainants and thereafter within a week, complainants may raise objection, if any, and thereafter within a week, respondent will reply to the objections raised by the complainants. If there remains any specific dispute about payment, complainants may approach the authority by filing a separate complaint. As on now we have no details as to what the reasonable charges are over and above in the agreement.
- viii. The authority further directs that respondent shall be responsible for payment/adjustment of the interest at the prescribed rate of interest i.e. 10.75% per annum for every month of delay from due date of possession i.e. 31.10.2015 till the date of offer of possession i.e. 9.3.2018. Dues, if any, to be paid by the complainants to the respondent before taking over possession of the unit from the respondent. After adjustment of the interest and order passed on 18.7.2018 corrected statement of



Corrected vide order dated 24.04.2019.

accounts will be submitted by the respondent to the authority and copy of the same shall be provided to the complainants and if any, dues from the complainants are still due, they will be paid to the respondent.

44. The order is pronounced.
45. The complaint is disposed of accordingly. Case file be consigned to the registry.


(Samir Kumar)
Member


(Subhash Chander Kush)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.11.2018

Corrected Judgement uploaded on 27.04.2019



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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

Day and Date	Thursday and 22.11.2018
Complaint No.	198/2018 case titled as Col. Sandeep Dhawan & Mrs. Anshu Dhawan Vs. M/s Emaar MGF Land Ltd.
Complainant	Col. Sandeep Dhawan & Mrs. Anshu Dhawan
Represented through	Complainant in person.
Respondent	M/s Emaar MGF Land Ltd.
Respondent Represented through	Shri Ketan Luthra authorized representative on behalf of the respondent with S/Shri J.K.Dang and Ishaan Dang, Advocates.
Last date of hearing	5.11.2018
Proceeding Recorded by	Naresh Kumari & S.L.Chanana

Proceedings

Written arguments submitted by the parties alongwith further arguments have been considered. The authority after hearing both the parties decides as under:-

- (i) Complainant accepted that the occupation certificate issued by the competent authority is only for the part of the project, but large number of amenities in the project are still to be completed/constructed by the respondent. Respondent in their registration application have mentioned that completion date of the project was 9.3.2018. Accordingly, complainant is at liberty if such amenities are not provided by the due date by the respondent he may approach the authority/Adjudicating Officer either for fulfillment of the obligation ~~and~~ or for compensation before the Adjudicating Officer.

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अर्तगत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16

CA
[Signature]



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

(ii) Respondents have already offered possession on 9.3.2018. Accordingly, complainant is bound to take possession within one month and, in case, the possession is not taken by the complainant during the prescribed period, he may also be penalized as per provisions of the Act. Respondent is duty bound to allow the complainant to get the flat/apartment inspected before handing over the possession. Complainant after taking over the possession of the flat/apartment may approach the respondent for removal of any defect(s) noticed per the obligation on the part of the promoter provided under the Act. In case of non-compliance, complainant may lodge a complaint before the authority.

(iii) Complainant raised question of holding charges and maintenance charges for which counsel for the respondent assured that the matter would be settled outside the authority. The authority further directs the respondent to give details of holding charges and maintenance charges alongwith justification.

(iv) Respondent is further directed to take action for handing over common area either to the association of the allottees or to the competent authority as the case may be.

(v) under the Transfer of Property Act, the owner has absolute right to transfer the property. If there is any hindrance created by the respondent, the complainant may seek remedy.

(vi) The matter regarding removal of lien also came up during arguments and the counsel for the respondent was kind enough and assured that lien on the property would be removed within 15 days if the loan has already been paid by the complainant and certificate to this effect to be submitted to the respondent.

(vii) Respondents are directed to charge registration charges and stamp charges as per the provisions of law and if at all some administrative charges have been allowed by the district

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

administration but not beyond over and above or in excess of the legal charges.

(viii) Counsel for the respondent assured that within a week, a statement of accounts would be made available to the complainant and thereafter within a week, complainant may raise objection, if any, and thereafter within a week, respondent will reply to the objections raised by the complainant. If there remains any specific dispute about payment, complainant may approach the authority by filing a separate complaint. As on now we have no details as to what are the reasonable charges over and above in the agreement.

(ix) The authority further directs that respondent shall be responsible for payment/adjustment of the interest at the prescribed rate of interest i.e. 10.75% per annum for every month of delay from due date of possession i.e. 31.10.2015 till the date of offer of possession i.e. 9.3.2018. Dues, if any, to be paid by the complainant to the respondent before taking over possession of the unit from the respondent. After adjustment of the interest and order passed on 18.7.2018 corrected statement of accounts will be submitted by the respondent to the authority and copy of the same shall be provided to the complainant and if any, dues from the complainant are still due, they will be paid to the respondent.

Accordingly the complainant stands disposed of in above terms.

Detailed order will follow. File be consigned to the registry.

Samir Kumar
(Member)

Dr. K.K. Khandelwal
(Chairman)

22.11.2018

Subhash Chander Kush
(Member)

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

Complaint no. : 198 of 2018
First date of hearing: 29.05.2018
Date of Decision : 22.11.2018

1.Mr. Sandeep Dhawan
2.Mrs. Anshu Dhawan
R/o 784, sector 17 A, Gurugram, Haryana

Complainants

Versus

M/s Emaar MGF Land Ltd
Reg Office : 306-308,3rd Floor, Square One
C-2,District Center, Saket, New Delhi-110017

Branch Office : Emaar Business Park, MG
Road, Sikandarpur Chowk, sector 28,
Gurugram-122002

Respondent

CORAM:

Dr. K.K. Khandelwal
Shri Samir Kumar
Shri Subhash Chander Kush

Chairman
Member
Member

APPEARANCE:

Shri Sandeep Dhawan and Ms.
Anshu Dhawan
Shri Ketan Luthra authorized
representative on behalf of
respondent company with Shri
J.K. Dang, Advocate

Complainants in person

Advocate for respondent



ORDER

1. A complaint dated 25.04.2018 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. Sandeep Dhawan and Ms. Anshu Dhawan, against the promoter M/s Emaar MGF Land Ltd) on account of violation of clause 14 (a) of the buyer's agreement executed on 03.04.2014 for unit no PTS-01-0501 in the project "Palm Terraces Select" with a super area of 2410 sq. ft. for not giving possession on the due date i.e. on 31.10.2015 which is an obligation of the promoter under section 11 (4) (a) of the Act *ibid*.

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

1.	Name and location of the project	"Palm Terraces Select" in Sector 66, Gurugram
2.	Unit no.	PTS-01-0501, tower no. 1, 52th floor
3.	Unit area	2410 sq. ft.
4.	Nature of project	Residential
5.	DTCP license no.	50 of 2010
6.	Project area	27,299.865 sq. m
7.	Registered/ unregistered	Registered
8.	RERA Registration no.	19 of 2018
9.	Revised date of completion as per registration certificate	30.04.2018 which has lapsed, and extension applied on 26.04.2018 and granted on 08.10.2018
10.	Date of booking	18.07.2010
11.	Date of builder buyer agreement	03.03.2014
12.	Total consideration	Rs 1,73,39,691/-
13.	Total amount paid by the	Rs 1,66,95,981/-



	complainant	
14.	Payment plan	Construction Linked Payment Plan
15.	Date of delivery of possession Clause 14 (a)- (for units falling within ground plus thirteen floors tower/building): 36 months from date of start of construction i.e. 31.07.2012 + 3 months grace period)	31.10.2015
16.	Delay of number of years/months/days till 09.03.2018	2 years 5 months 22 days
17.	Penalty clause as per builder buyer agreement dated 03.03.2014	Clause 16 (a) - Rs. 7.50/- per sq. ft. per month of the Super Area
18.	Status of the project	OC received on 25.01.2018
19.	Offer of letter of possession	09.03.2018

3. The details provided above have been checked as per the record available in the case file provided by the complainant and the respondent. A buyer's agreement is available on record for unit no. PTS-01-0501 according to which the possession of the aforesaid unit was to be delivered by 31.10.2015. The promoter has failed to deliver the possession of the said unit to the complainants. Therefore, the promoter has not fulfilled his committed liability till date.



4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Accordingly, the respondent appeared on 29.05.2018. The case came up for hearing on 29.05.2018, 14.06.2018, 18.07.2018, 26.07.2018, 30.08.2018, 04.10.2018 and 05.11.2018. The reply has been filed by the respondent on 07.06.2018

Facts of the case

5. The complainants submitted that the respondent launched a project in the name and style of "Palm Terraces Select" in sector 66, Gurugram. The complainants booked an apartment vide unit no. 501 in tower 01 on 18.07.2010. The cost as given along with the brochure was Rs. 1,66,89,733/-.
6. The complainants submitted that they made payments amounting Rs 44,28,583/- dated 31.07.2017 even before the commencement of construction 31.07.2012. This is 26% of the total cost of the apartment.
7. The complainants submitted that as per the construction linked payment plan, the demands raised by the respondent regarding EDC, IDC and PLC, are not linked to construction. These demands from the promoter were erroneous and fraudulent. The promoter took 100% EDC and 100% IDC and



22.5% PLC even before start of excavation amounting Rs. 12,94,170/-.

8. The complainants submitted that they have delayed in making some payments on time, for which the respondent has charged penal rate of interest, at 24% as per buyer's agreement dated 03.03.2014, and till 24.12.2014. Complainants paid a total of Rs 1,67,25,057/- less Rs 1,01,144 (delayed payment charges) = 1,66,23,913, which is 99.60% of initially told brochure cost and 98.6% of the revised / enhanced cost of 1,68,54,215.04/.
9. The complainants submitted that the entire project is not yet completely ready. The club house, sports facilities, central greens, all access gates are not yet ready and work is still ongoing in these parts. tower no. 1 to 6 are being offered, while the DTCP has ruled that towers no. 7 to 12 are not yet fit for occupation. Construction activity is ongoing there and my daughter who suffers from Asthma, cannot live there under these circumstances.
10. The complainants submitted that as the date of commencement of the project is 31.07.2012, the delay in handing over the same is already 33 months and still the project is not fit for handing over. The buyer's agreement is not in consonance with the HARERA Rules on the subject and



not in consonance with section 13 (2) of the Real Estate(Regulation and Development) Act, 2016.

11. The complainants submitted that respondent is refusing to give any compensation for the delay and is hiding behind an arbitrary and unfair clause (clause no 16 on page no 22) inserted by them that no compensation will be paid if the allottee delays in payments of any instalment and all attempts to evince a just and fair response have failed. The complainants tried to talk to them, sent them numerous emails and even went to meet their CRM team. Our request for a meeting with the management of the respondent has been repeatedly ignored. All efforts including personal visits and mails to meet with any decision maker / management, or to get a satisfactory answer have failed.

12. The complainants submitted that as per clause no 16 on page no. 22, of the buyer's agreement, the compensation from respondent to the allottee will be made at the rate of Rs 7.50 per sq. ft. per month. In the case of our apartment, it works out to Rs 7.5 x 2410 sq. ft. per month = Rs 18,075 or Rs 2.17 lakhs per annum. Considering that Rs 1.66 cr. has already having been paid by us (like all 272 allottees), this merely amounts to approx. 3.5% interest per annum. And as per the same clause



16, no compensation will be paid if the allottee delays in payment of any instalment .

13. The complainants submitted that they had paid PLC (Preferred Location Cost, called "Central Green") costing Rs 12,05,000. At the time of booking, from artists' drawing nothing could be understood, but once the actual construction is done, it is evident that the respondent has cheated by arbitrarily charging this PLC. Regardless of the actual frontage / view, this PLC has been charged to all / most of the allottees, whereas this was supposed to be preferred location, and a preferred location by definition, cannot be same for all. Apartment no. 501 in tower no. 1, is located at one extreme end of the project.
14. The complainants submitted that from the date of booking i.e. 18.07.2010, the promoter has taken 24 months to commence excavation and 93 months (7 years and 9 months) to offer possession, which in actual fact, is still not ready in its entirety and defaulted by 33 months so far, and counting, as delayed offer (after considering 30+6 months' grace as construction time)
15. Without prejudice to other claims that the complainants have, the buyer cannot ask the complainants to take possession of



the flat as per their whimsical notions of an application form, which is over 93 months old or on the basis of a surreptitiously signed buyer's agreement especially after the respondent has proved that he has:

- a) Taken more than 24 months (after booking of the flat) to start excavation.
- b) Taken more than 8 months to move from "excavation" to "concreting"
- c) Taken more than 93 months after booking the flat to offer possession
- d) Has broken up the project into 2 parts due to his own mistakes and delays (i.e. from 12 towers to 6, in first project, and 6 towers (tower no. 7 to 12) in the second project), thereby changing quality of living offered from luxury to below substandard quality.

16. The respondent has failed on all counts to deliver the possession of the flat as per commitment and the complainants ask for invoking of clause (x) of the conditions of registration certificate of project (reg. no. 19 of 2018, dated 01/02/2018).

Issues raised by the complainants

- I. Whether the promoter has any legal grounds to force the complainants to take the property offered and contest to return money along with compensation and interest as per



HARERA Rules and Real Estate (Regulation and Development) Act, 2016?

- II. Whether any compensation is due from respondent to allottee for the delays in handing over the property, and if so, then how much and at what rate of interest?
- III. Whether the property is ready to be handed over in the present state?

Relief sought

- I. Direct the respondent to refund the amount paid by the complainants along with the prescribed rate of interest.
- II. Direct the respondent to pay the compensation to be calculated from commencement of construction.

Respondent's reply

17. The respondent submitted that the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. The application for issuance of occupation certificate in respect of the apartment in question was made on 01.07.2017, i.e. well before the notification of the Haryana Real Estate (Regulation and Development) Rules 2017 (hereinafter



referred to as the 'Rules'). The occupation certificate has been thereafter issued on 25.01.2018. A copy of the same is annexure R3. Thus, the part of the project in question (Palm Terraces select at the Palm Drive, sector 66, Gurugram) is not an 'Ongoing Project" under Rule 2(1)(0) of the Rules. The part of the project for which the occupation certificate had been applied well before the rules were notified has not been registered under the provisions of the Act. This hon'ble authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.

18. It is respectfully submitted that complaints pertaining to possession, compensation and refund are to be decided by the adjudicating officer under section 71 of the Real Estate (Regulation and Development) Act,2016 read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017.



19. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement dated 03.03.2014 as shall

be evident from the submission made in the following paras of the present reply.

20. That the complainants have been extremely irregular in payment of instalments. The statement of account of the complainants as on 10.05.2018 is annexed hereto as annexure R5.
21. The construction of the apartment in question stands completed and the respondent is in receipt of the occupation certificate in respect of the same. The complainants were called upon to complete certain formalities detailed in the said letter and also to make payment of outstanding amounts as set out in the statement of account annexed with the said letter.
22. The terms and conditions of the buyer's agreement duly executed and agreed to between the parties. There is no default or lapse on the part of the respondent. It is the complainants who are refraining from taking possession of the apartment by raising false and frivolous excuses. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainants are totally baseless.
23. It is wrong and denied that the cost of the apartment was arbitrarily revised by the respondent. Respondent has added



a few more costs at the time of demand for final instalment and has inflated any amount arbitrarily and without assigning any reason. It is wrong and denied that payments constituting 26% of total cost of the apartment were made even before commencement of construction or that the same unfairly affected the complainants.

24. That in any case the complainants have failed to make payment of the entire agreed sale consideration amount to the respondent. It is wrong and denied that clubhouse, sports facilities, central greens, all access gates are not yet ready and the work is still ongoing in the manner claimed by the complainants sufficient to prevent the complaints from occupying the apartment booked for purchase by the complainants.

25. That it is wrong and denied that the buyer's agreement is not in consonance with RERA Act and rules framed thereunder and clause number 16 incorporated in buyer's agreement or for that matter any other clause therein is unfair and arbitrary.

It is wrong and denied that respondent is liable to give any compensation to the complainants. It is wrong and denied that any delay in the manner claimed by the complainants has



occurred in the implementation of the project on the part of the respondent.

26. That it is wrong and denied that inspection of the project site would reveal that charge levied by the respondent is unfair and unjustified or that the same has been arbitrarily imposed. It is wrong and denied that it shall emerge from any spot inspection that preferential location charges have been demanded by the respondent pertaining to apartments with restricted view.
27. It is wrong and denied that it had taken the respondent more than 24 months after the booking to commence excavation and to thereafter commence concrete work in the manner claimed in the complaint.
28. It is wrong and denied that more than 93 months after booking the flat, the physical possession has not been delivered to the complainants and substandard quality materials have been used by the respondent in raising of construction.
29. It is wrong and denied that complainants are entitled to seek refund as per any statutory provisions. By virtue of the present complaint, the complainants wish to bring to a naught the buyers agreement, validly and legally executed by them.



30. It is wrong and denied that the respondent has violated the provisions of competition commission of India. It is wrong and denied that no amount is outstanding and payable by the complainants to the respondent and the respondent is not entitled to demand VAT liability in terms of RERA Act.
31. The demands raised by the respondent are strictly in accordance with the terms and conditions of buyer's agreement executed by the parties. In accordance with the terms and conditions of the buyer's agreement, the complainants are not entitled to any compensation or interest as claimed by them and to assert any claim that travels beyond the scope of the buyer's agreement executed by the parties.
32. The respondent submitted that the application for issuance of occupation certificate in respect of the apartment in question was made on 8th January 2018.
33. The respondent submitted that the complainants have no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as incorrect understanding of the terms and conditions of the buyer's agreement dated 03.03.2014



34. The respondent also submitted that the complainants have consciously refrained from obtaining physical possession of the unit by raising false and frivolous excuses.

Determination of issues:

35. After considering the facts submitted by the complainants, reply by the respondent and perusal of record on file, the issues wise findings of the authority are as under:

- i. **First issue and second issue:** Although, the possession has been offered to the complainant vide letter dated 09.03.2018 with additional demand of Rs. 1,26,296/- + Rs. 2,59,777/- for HVAT and as per the allegation of the complainant the final statement of account is completely silent towards the delayed compensation payable on the delayed delivery of possession after expiry of stipulated period. In this regard the authority is the view of that the respondent is liable to pay delayed possession charges at prescribed rate of interest as per provision of 18(1) of the Act.



However the demand raised towards the stamp duty and HVAT. As per the legal charges imposed by the respondent as this authority has no jurisdiction to decide the issue as regards as charging of taxes and other legal charges imposed by the

respondent and the complainant is liable to pay HVAT and other legal charges/HVAT.

ii. **Third issue:** From the perusal of record it is clear that respondent has got OC of the project on 25.01.2018 and offered possession thereafter on 09.03.2018. Hence, the allegation of the complainant is not sustainable in the eyes of law. That the property cannot be taken for physical possession.

36. As the promoter has failed to fulfil his obligation under section 11, the promoter is liable under section 18(1) proviso to pay interest to the complainants, at the prescribed rate, for every month of delay till the handing over of possession. Section 18(1) is reproduced below:

“18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,— (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the



handing over of the possession, at such rate as may be prescribed.

The complainants reserve their right to seek compensation from the promoter for which they shall make separate application to the adjudicating officer, if required

37. Accordingly, the due date of possession was 31.10. 2015. The delay compensation payable by the respondent @ Rs. 7.5/- per sq. ft. per month of the carpet area of the said flat as per clause 16 of apartment buyer's agreement is held to be very nominal and unjust. The terms of the agreement have been drafted mischievously by the respondent and are completely one sided as also held in para 181 of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and ors. (W.P 2737 of 2017)**, wherein the Bombay HC bench held that:

"...Agreements entered into with individual purchasers were invariably one sided, standard-format agreements prepared by the builders/developers and which were overwhelmingly in their favour with unjust clauses on delayed delivery, time for conveyance to the society, obligations to obtain occupation/completion certificate etc. Individual purchasers had no scope or power to negotiate and had to accept these one-sided agreements."



38. As the possession of the flat was to be delivered by 31.10.2015 as per the clause referred above, the authority is of the view that the promoter has failed to fulfil his obligation under

section 11(4)(a) of the Haryana Real Estate (Regulation and Development) Act, 2016, which is reproduced as under:

"11.4 The promoter shall—

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:
Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed."*

39. The complainants made a submission before the authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.

34 (f) Function of Authority -

To ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.



40. The complainants requested that necessary directions be issued by the authority under section 37 of the Act *ibid* to the promoter to comply with the provisions and fulfil obligation which is reproduced below:

37. Powers of Authority to issue directions

The Authority may, for the purpose of discharging its functions under the provisions of this Act or rules or regulations made thereunder, issue such directions from time to time, to the promoters or allottees or real estate agents, as the case may be, as it may consider necessary and such directions shall be binding on all concerned.

Inferences drawn by the authority

41. 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. As per notification no. 1/92/2017-1TCP dated 14.12.2018 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, and the nature of the project relates to real estate therefore this authority has complete territorial jurisdiction and subject matter jurisdiction to entertain the present complaint.



42. Keeping in view the facts and circumstances of the complaint, the authority is of the view that the complainants accepted that the occupation certificate issued by the competent

authority is only for the part of the project, but large number of amenities in the project are still to be completed/constructed by the respondent. Respondent in their registration application have mentioned that completion date of the project was 30.04.2018. Accordingly, complainants are at liberty if such amenities are not provided by the due date by the respondent he may approach the authority/adjudicating officer either for fulfilment of the obligation and or for compensation before the adjudicating officer. The respondent has already offered possession on 09.03.2018. Accordingly, the complainants is bound to take possession within one month and, in case, the possession is not taken by the complainants during the prescribed period, he may also be penalized as per provisions of the Act.

Decision and directions of the authority

43. 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 here by issues the following directions to the respondent in the interest of justice and fair play:

- i. Respondent is duty bound to allow the complainants to



get the flat/apartment inspected before handing over the possession. Complainants after taking over the possession of the flat/apartment may approach the respondent for removal of any defect(s) noticed if any in the unit, as per section 14(3) the obligation on the part of the promoter provided under the RERA Act, 2016. In case of non-compliance, complainants may lodge a complaint before the authority.

- ii. Complainants raised question of holding charges and maintenance charges for which counsel for the respondent assured that the matter would be settled outside the authority. The authority further directs the respondent to give details of holding charges and maintenance charges along with justification.
- iii. Respondent is further directed to take action for handing over common area either to the association of the allottees or to the competent authority as the case may be.
- iv. Under the Transfer of Property Act, the owner has absolute right to transfer the property. If there is any hindrance created by the respondent, the complainants may seek remedy.
- v. The matter regarding removal of lien also came up during arguments and the counsel for the respondent was kind enough and assured that lien on the property would be removed within 15 days if the loan has already



- been paid by the complainants and certificate to this effect to be submitted to the respondent.
- vi. Respondent is directed to charge registration charges and stamp charges as per the provisions of law and if at all some administrative charges have been allowed by the district administration but not beyond over and above or in excess of the legal charges.
- vii. The respondent assured that within a week, a statement of accounts would be made available to the complainants and thereafter within a week, complainants may raise objection, if any, and thereafter within a week, respondent will reply to the objections raised by the complainants. If there remains any specific dispute about payment, complainants may approach the authority by filing a separate complaint. As on now we have no details as to what the reasonable charges are over and above in the agreement.
- viii. The authority further directs that respondent shall be responsible for payment/adjustment of the interest at the prescribed rate of interest i.e. 10.75% per annum for every month of delay from due date of possession i.e. 31.10.2015 till the date of offer of possession i.e. 9.3.2018. Dues, if any, to be paid by the complainants to the respondent before taking over possession of the unit from the respondent. After adjustment of the interest and order passed on 18.7.2018 corrected statement of



accounts will be submitted by the respondent to the authority and copy of the same shall be provided to the complainants and if any, dues from the complainants are still due, they will be paid to the respondent.

44. The order is pronounced.
45. The complaint is disposed of accordingly. Case file be consigned to the registry.

(Samiř Kumar)
Member

(Subhash Chander Kush)
Member

(Dr. K.K. Khandelwal)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.11.2018

Judgement uploaded on 28.01.2019

