

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

Complaint no.	:	1369/2021
Date of filing complaint:		26.03.2021
First date of hearing:		06.05.2021
Date of decision	:	23.11.2022

1.	Sh. Shri Bhagwan Sharma s/o Umrao Singh	Complainants
2.	Smt. Krishna w/o Shri Bhagwan Sharma R/o: H.No. C-116, Mianwali Colony, District- Gurugram	
Versus		
1.	Corona Housing Pvt Ltd R/o: 504, Dlf City Court, Mg Road, Sikanderpur, Gurugram	Respondents
2.	Government Officials Welfare Organization R/o: B-227, Spazedgo Tower, Sector 47, Sohna Road, Gurugram	

CORAM:	
Shri Vijay Kumar Goyal	Member
Shri Ashok Sangwan	Member
Shri Sanjeev Kumar Arora	Member
APPEARANCE:	
Sh. Gaurav Bhardwaj (Advocate)	Complainant
Sh. Manish Yadav (Advocate)	Respondent

ORDER

- The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all

obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

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

S.No.	Heads	Information
1.	Name of the project	"Corona Optus", Sector-37C, District Gurugram
2.	Nature of the project	Group Housing project
3.	DTCP License no.	34 of 2010 dated 04.05.2010 Valid till 03.05.2023
4.	Name of Licensee	Oxygen Realtors Pvt. Ltd
5.	Registered / not registered	Not registered
6.	Unit no.	G-705, tower-G [Annexure P-4 on page no. 28 of the complaint]
7.	Super Area	1368 sq. ft. [Annexure P-4 on page no. 28 of the complaint]
8.	Date of allotment	24.12.2010 [Annexure P-3 on page no. 25 A of the complaint]
9.	Date of builder buyer agreement	19.05.2011 [Annexure P-4 on page no. 26 of the complaint]



10.	Possession clause	<p>23. POSSESSION OF THE SAID APARTMENT</p> <p>Based upon the preset plans and estimates and subject to all the description The Developer contemplates to complete the construct the said building/apartment within 36 months from the start of Construction, subject to timely payment by the Allottee(s), price, stamp duty and other charges due and payable according to the Payment Plan applicable to him/her or as demanded by Developer. The Developer on obtaining certificate for occupation and use from the competent authorities shall hand over the apartment to the Allottee(s) for his occupation and use and subject to the Allottee(s) having complied with all the terms and conditions of the Apartment Buyers Agreement. In the event of his failure to take over and/or occupy and use the apartment provisional and/or finally allottees thirty (30) days from the date of intimation in writing by the Developer, then the same shall lie at his/her risk and cost and the Allottee be liable to pay to the Developer holding charges @ Rs. 5/- per sq. ft. of the super area per month for the entire period of such delay to his/her timely payments/payments with delayed interest. If the Developer fails to complete the construction of the building/apartment as aforesaid, then the Developer shall pay to the Allottee(s) compensation @ Rs. 5/- per sq. ft. of the super area a month for the period of such delay. The adjustment of holding charges or compensation shall be done at the time of Conveying apartment and not earlier. The holding charges shall be a distinct charge in addition</p>
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		to maintenance charges, and not related to an charges as provided in the application and Apartment Buyers Agreement. However, under normal circumstances, a grace period further six (6) months is available to the builder before applying any such penal compensation payable to the allottee(s). (Emphasis supplied)
11.	Due date of possession	25.12.2014 (Calculated from the date of start of construction i.e 25.06.2011 plus 6 months of grace period)
12.	Total sale consideration	Rs. 39,67,200/- [Annexure P-4 page 29 of complaint]
13.	Total amount paid	Rs. 41,85,589/- [As alleged by the complainant at page 11 of complaint and from page 55 of reply]
14.	Occupation certificate	20.02.2017 (Annexure R1/4 page 61 of reply)
15.	Offer of possession	18.02.2017 [Annexure P-6 on page 50 of complaint]
16.	Grace utilization period	Allowed.

B. Facts of the complaint:

3. That a project by the name of the project "Ninex Corona" situated in sector 37C, District Gurugram, Haryana was being developed by the respondents. The complainants coming to know about the same on 24.12.2010 applied for a residential flat measuring 1368 sq. ft. by submitting the application from for a total sale consideration of

Rs. 39,67,200/-. A booking amount of Rs. 1,00,000/- and Rs. 4,30,000/- was paid by them. The said payment was made by the complainants to respondent no. 2.

4. That the complainants received the welcome letter/official update from respondent no. 2 on 24.12.2010. The allotment of the unit was made by the respondent no. 2 on 24.12.2010 of a unit bearing no. G-705 admeasuring 1368 sq. ft. The buyer's agreement was executed between the parties on 19.05.2011. The unit was to be delivered within a period of 36 months plus grace period of 6 months from the start of construction.
5. That the complainants kept on making the payments as and when demanded by the respondents. They made the payment to the respondent no. 1 and ultimately upto 27.09.2014 they had made payment of Rs. 41,85,589/-.
6. That the complainants are regularly making the payments to the respondent no. 1 as per their construction linked plan. The unit was not completed within 36 months and on various occasions, the complainants requested to give possession of the said unit, but respondent no. 1 was making lame excuses on every occasion and respondent no. 1 also gave assurance to the complainants that they will compensate for delay in delivery of possession.
7. That vide letter dated 24.12.2014, the complainants approached the respondent No. 1 in order to ask for the possession of the said unit but the unit was not ready for the possession and the project was nowhere nearing completion.

8. That the complainants along with the other apartment owners followed up with the representatives of the respondent- builder and enquired about the status of the project but all in vain.
9. That the complainants vide letter dated 18.02.2017 received a letter of offer of possession along with the final payment demand of Rs. 4,68,165/- It is further submitted that neither the respondent no. 1 gave any compensation for delivery of the possession and even otherwise also payment which has been given to respondent no. 2 i.e., GOWO adjusted in the account of the complainant and therefore this fact shows that the respondents committed fraud with the complainants and amount was not adjusted in the account statement of respondent no. 1.
10. That as per clause 23 of the buyer's agreement the respondent-builder had undertaken to complete the project and handover possession within a period of 36 months + grace period of 6 months from the start of Construction so the due date comes out to be 25.12.2014. However, the respondent - builder miserably failed in handing over possession of the unit till said due date.
11. That the complainants till date have made a payment of total sum of Rs. 41,85,589/- towards the aforesaid residential flat from 2010 till date as and when demanded by the respondent - builder as against the total sales consideration of Rs. 39, 67,200/-.
12. That the complainants had asked the respondent - builder to clarify about the interest being charged by them on the delayed payments upon which the latter replied that the interest is being charged on the basis of the buyer's agreement. The respondent had been charging interest on the account of delayed payments of the

instalments and they should also be held liable to pay same interest on account of the delayed possession.

13. That at the time of taking possession, the complainants also claimed delayed possession charges from the respondent- builder on account of delay in handing over and t which they said that they are not liable to pay any delayed interest charges.
14. That after being aggrieved by the unjustified acts of the respondent - builder, the complainants were constrained to file a complaint bearing consumer complaint no. 23 of 2018 in the state consumer redressal commission, Panchkula, Haryana and the same was withdrawn by the complainant.
15. That the complainants have many times approached the respondent- builder to know the status of the project but the respondent- builder never gave any concrete reply and has not got the delayed possession leading to filing this complaint seeking delay possession charges of the deposited amount.

C. Relief sought by the complainants:

16. The complainants have sought the following relief(s):
 - i. Direct the respondent - builder to pay delay possession charges from the due date till the handing over of the possession.
 - ii. Direct the respondent - builder to charge delay payments, if any, at the prescribed rate.
 - iii. Direct the respondent - builder to not charge anything outside the clauses mentioned in the buyer's agreement.
17. Respondent no. 2 failed to file any written reply despite due service.

D. Reply by respondent no. 1:

The answering respondent by way of written reply made the following submissions:

18. That the complainants are allottee of the above-mentioned unit for a total sale consideration of Rs. 39,67,200/- and had applied for allotment of an apartment.
19. The respondent – builder allotted the unit vide allotment letter dated 24.12.2010, unit no. G-705 in tower G having super area of 1368 sq. ft. . The buyer's agreement was executed between the parties on 19.05.2011.
20. That the respondent was compelled to issue demand notices, reminders etc, calling upon the Complainant to make payment of outstanding amounts payable by him under the payment plan/instalment plan opted by him whereas the complainant failed to make complete payment of the outstanding dues till date. That the occupation certificate of the respondent- builder in this project was received on 20.02.2017.
21. That as per clause 23 of the buyer's agreement the time period for delivery of possession was 36 months from the date of start of construction plus six months grace period and the due date comes out to be 25.12.2014.
22. That as has been delineated in the preceding paragraphs that the complainant has defaulted in payment of instalments as per the schedule of payment incorporated in the buyer's agreement and therefore the complainant is not entitled to any compensation under the buyer's agreement still compensation of 13 months was credited to the ledger balance of the complainant as per the arbitration award dated 24.08.2017.



23. That the respondent - builder has offered possession of the unit through vide letter dated 18.02.2017 to the complainant. The complainant was called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit in question to them. However, they approached the respondent - builder with request for payment of compensation for the alleged delay in utter disregard of the terms and conditions of the buyer's agreement and her earlier representations.
24. That the respondent - builder earnestly requested the complainants to obtain possession of the unit and further requested them to execute a conveyance deed in respect of the unit in question after completing all the formalities regarding delivery of possession. The respondent in order to settle the unwarranted controversy needlessly instigated by the complainant agreed to credit an amount of Rs. 88920/- to the account of the complainant in full and final satisfaction of his alleged grievances. Even then, the complainant refrained from obtaining possession of the unit in question even after receipt of the aforesaid amount.
25. That the complainant did not have adequate funds to remit the balance payment requisite for obtaining possession in terms of the Buyer's Agreement. The Complainant needlessly avoided the completion of the transaction with the intent of evading the consequences as enumerated in the Buyer's Agreement for delay in obtaining of possession on the part of the respective allottee. Therefore, there is no equity in favour of the complainant.
26. That the complainant has claimed that it has made the payment of a sum of Rs. 41,85,589/- however, from the clear records

maintained by the respondent- builder, the complainant has only made a payment of a sum of Rs. 38,61,065/-. That it important to point out that the cheque No. 0002406 dated 20.03.2012 for a sum of Rs. 3,24,524/- had returned unpaid. However, later the payment was credited to the account of the respondent.

27. That the complainant, without prejudice to the rights of the respondent no. 1 was offered delay compensation for a period of 13 months amounting to Rs. 88,920/- to the complainant. That the same has been wrongly disputed by the complainant therefore, the complainants have resorted to filing of this present complaint without any cause of action or justification for filing the same.
28. That out of 714 apartments given by the respondent - builder to other complainant out of which 713 apartment owners are already in possession of the apartment and had been enjoying the same since 2017 onwards.
29. That the complaint of the complainant also deserves to be dismissed on the ground that although the complainant has approached the state consumer dispute redressal commission vide complaint no 83/2018 , the complainant in the said complaint had sought delay penalty of Rs 2,66,380/- alleging delay for the period 25.12.2014 to 18.02.2017 and the same was withdrawn by the complainant from the Hon'ble SCDRC ,Haryana , Panchkula vide order dated 11.01.2021.
30. That Ld. Arbitrator passed an award dated 24.08.2017 and that too against answering respondent. That vide said award the Arbitrator agreed to contentions of claimants, the claimants were granted delay compensation in terms of clause 23, 24 & 26 of buyer's agreement by passing following award.

31. That the complainant has become liable to make payment of the maintenance amount effective from 1st April 2017 along with the holding charges in terms of clause 23 of the buyers agreement for such period from the date of offer of possession i.e. 18.02.2017 upto the date when the complainant takes the possession of the property along with interest as applicable.. That the same has been deducted by the respondent no. 1 from the sale consideration paid by the complainant to the respondent no. 1.

32. All other averments made in the complaint were denied in toto.

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

E. Jurisdiction of the authority:

34. The plea of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

35. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) 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;

Section 34-Functions of the Authority:

34(f) of the Act provides 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.

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

F. Findings on the objections raised by the respondent no.1**F.I Objection regarding complainants in breach of agreement for non- invocation of arbitration.**

37. The respondent raised an objection that the complainants have not invoked arbitration proceedings as per application form which contains a provision regarding initiation of arbitration proceedings

in case of breach of agreement. The following clause 64 has been incorporated w.r.t arbitration in the application form:

64 " All or any disputes arising out or touching upon or in relation to the terms of the application and /or Apartment Buyers Agreement incl the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitral proceedings shall be held at an appropriate location in Gurgaon, Haryana by a sole arbitrator who shall be the Chief Executive Officer Company or its nominee. The Allottee(s) hereby confirms that he/she shall have no objection to this appointment. The courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of /touching or concerning the application and/or Apartment Buyers Agreement.

38. The respondent contended that as per the terms & conditions of the application form duly executed between the parties, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the provisional booked unit by the complainant the same shall be adjudicated through arbitration mechanism. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the

provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in *National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506* and followed in case of *Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, Consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. A similar view was taken by the Hon'ble apex court of the land in case titled as *M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018* and has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, that the law declared by the Hon'ble Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view.

39. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainant is well within the right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

G. Findings on the relief sought by the complainants:

G.I Direct the respondent – builder to pay delay possession charges from the due date till the handing over of the possession.

G.II. Direct the respondent – builder to charge delay payments, if any, at the prescribed rate.

40. Since both the above-mentioned issues are interconnected, so the same are being taken together.

41. The complainants are admittedly the allottees of respondent – builder of a residential unit on the basis of letter of allotment dated 24.12.2010 for a total sum of Rs. 39,67,200/-. A buyer's agreement was executed between the parties in this regard on 19.05.2011. The due date for completion of the project was fixed as 25.12.2014 So, in this way, the complainant paid a total sum of Rs. /- 41,85,589/- against the allotted unit. The occupation certificate of the project was received on 20.02.2017 and the possession was offered to the complainants on 18.02.2017 and the same was not taken by the complainants.

42. In the present complaint, the complainants intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

43. Clause 23 of the buyer's agreement (in short, agreement) provides for handing over of possession and is reproduced below:

23. POSSESSION OF THE SAID APARTMENT

*Based upon the preset plans and estimates and subject to all the description The Developer contemplates to complete the construct the said building/apartment within **36 months from the start of Construction**, subject to timely payment by the Allottee(s), price, stamp duty and other charges due and payable according to the Payment Plan applicable to him/her or as demanded by Developer. The Developer on obtaining certificate for occupation and use from the competent authorities shall hand over the apartment to the Allottee(s) for his occupation and use and subject to the Allottee(s) having complied with all the terms and conditions of the Apartment Buyers Agreement. In the event of his failure to take over and/or occupy and use the apartment provisional and/or finally allottees thirty (30) days from the date of intimation in writing by the Developer, then the same shall lie at his/her risk and cost and the Allottee be liable to pay to the Developer holding charges @ Rs. 5/- per sq. ft. of the super area per month for the entire period of such delay to his/her timely payments/payments with delayed interest. If the Developer fails to complete the construction of the building/apartment as aforesaid, then the Developer shall pay to the Allottee(s) compensation @ Rs. 5/- per sq. ft. of the super a month for the period of such delay. The adjustment of holding charges or compensation shall be done at the time of Conveying apartment and not earlier. The holding charges shall be a distinct charge in addition to maintenance charges, and not related to an charges as provided in the application and Apartment Buyers Agreement. However, under normal circumstances, a grace period further six (6) months is available to the builder before applying any such penal compensation payable to the allottee(s).*

44. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges however, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

45. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
46. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 23.11.2022 is @8.35%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.35%.
47. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of*

interest which the promoter shall be liable to pay the allottee, in case of default.

- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

48. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.35% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.

49. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 23 of the buyer's agreement the possession of the subject unit was to be delivered within 36 months from the date of start of construction. The due date of possession is calculated from the date of start of construction i.e., 25.06.2011 plus six months of grace period, which comes out to be 25.12.2014

50. Section 19(10) of the Act obligates the allottees to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate is obtained on 20.02.2017 and the same was obtained after the due date of possession. The respondent offered the possession of the unit in question to the complainants on 18.02.2017 before obtaining occupation certificate, and the same is held to be invalid.

51. Accordingly, as such the allottees shall be paid, by the promoter, interest for every month of delay on the amount paid by the complainants from the due date i.e 25.12.2014 till the date of receipt of occupation certificate plus two months i.e 20.02.2017 plus 2 months i.e upto 20.04.2017 only. The amount towards delay possession paid if any shall be adjusted in above amount , at prescribed rate i.e., 10.35 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G.III Direct the respondent - builder to not charge anything outside the clauses mentioned in the buyer's agreement.

52. It is a well settled principle of law that the respondent shall not charge anything which is not part of the builder buyer agreement.

H. Directions issued the Authority:

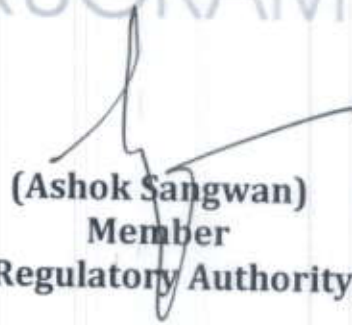
53. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

- i. The respondent is directed to pay the interest at the prescribed rate i.e., 10.35% per annum for every month of delay on the amount paid by the complainants from the due date i.e 25.12.2014 till the date of receipt of occupation certificate plus two months i.e 20.02.2017 plus 2 months i.e upto 20.04.2017 only. The amount towards delay possession paid if any shall be adjusted in above amount.

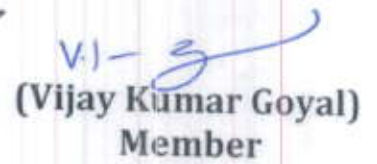
- ii. The respondent is directed to issue revised statement of account after adjusting the amount of DPC and the outstanding dues shall be paid by the complainant within one month and to take possession of the unit in next one month in terms of section 19(10) of the Act of 2016.
- iii. The respondent – builder is directed to deliver possession of the allotted unit to the complainant within one month on their paying the amount due besides interest as specified in the revised statement of account.
- iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.35% per annum by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2 (za) of the Act.
54. Complaint stands disposed of.
55. File be consigned to the Registry.



(Sanjeev Kumar Arora)
Member



(Ashok Sangwan)
Member



(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.11.2022