



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

Complaint no. : 4253 of 2022
Date of filing of complaint: 13.06.2022
Disposed of on 15.02.2023

Ashima Hans
R/o: - Flat No. P3/33c, SRS Pearl Floor,
Sector 87, Faridabad - 121002

Complainant

Versus

M/s Pivotal Infrastructure Private Limited.
Regd. Office : Plot No-12, Sector-4,
Faridabad Haryana-121004
Also at: 309, 3rd floor, JMD Pacific Square,
Sector-15, Part-2, Gurugram-122001

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Ms. Ashima Hans
Sh. Rohan Gupta (Advocate)

Complainant in person
Respondent

ORDER

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 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 provision of the Act or the



Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name and location of the project	"Paradise" at sector 62, village Ullahawas, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	Approx.... 5acres
4.	RERA Registered/ not registered	Registered vide no. 178 of 2017 dated 01.09.2017 valid upto 29.05.2021
5.	Unit no.	T2-606, 6 th floor, tower no. T2 (Annexure P2, page no. 19 of complaint)
6.	Unit area admeasuring	566 sq. ft. (Carpet area) (Annexure P2, page no. 19 of complaint)
7.	Date of allotment	01.12.2016 (Annexure P2, page no. 19 of complaint)
8.	Date of builder buyer agreement	07.03.2017 (Page no. 29 of complaint)
9.	Date of building plan approval	25.07.2016 (page 27 of reply)
10.	Environmental clearance dated	28.07.2017 (page 28 of reply)
11.	Due date of possession	28.07.2021 + 6 months grace period due to covid 19 i.e. 28.01.2022 [Due date of possession calculated from the date of environmental clearance dated 28.07.2017]
12.	Total sale consideration	Rs. 23,52,183/- (demand letter dated 05.09.2022 on page 117 in reply)
13.	Amount paid by the complainant	Rs. 23,37,757/- (demand letter dated



		05.09.2022 on page 117 in reply)
14.	Demand letter issued by the respondent	05.09.2022 (page 117 of reply)
15.	Occupation certificate	N/A
16.	Offer of possession	Not offered
17.	Tripartite Agreement	04.09.2017

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:-

- I. That in year 2016, Ashima Hans got information about an advertisement in a local newspaper about the affordable housing project "PIVOTAL PARADISE" at Sector 62, Gurugram, Haryana. When she called on the phone number provided in the newspaper, The marketing staff of the respondent showed a rosy picture of the project and allure a with the proposed specifications and invited for site visit. The complainant visited the project site and met with local staff of respondent and they gave an application form and assured that possession would be delivered within 36 months it was told that it is a govt. Project having fixed payment installment in every 6 months and on the last installment, the possession will be delivered.
- II. That the complainant applied for residential apartment in upcoming project of respondent, for which she had remitted Rs 1,15,475/- towards booking the unit, along with application form. The complainant got the unit in the draw of lots.



- III. That on date 01.12.2016, respondent issued an allotment letter against the allotted unit no. T2-606, 6th floor in tower/building No. T2 admeasuring 657 sq. ft. including 97 sq. ft balcony area as well as allotment of 1 two-wheeler parking site admeasuring approximately 0.8m x 2.5m , in the project. The unit was purchased under the time link payment plan as per the mandate under Affordable Housing Policy 2013 for sale consideration of Rs. 23,09,500/-.
- IV. That on date 07.03.2017, a pre-printed one-sided, arbitrary and unilateral flat buyer agreement for allotted unit was executed between respondent and complainant. As per **clause 8.1**, the respondent had to complete the construction of unit and handover the possession within 4 years from date of grant of sanction of building plans for the project or the date of receipt of all the environmental clearances whichever is later. It is pertinent to mention here that the environmental clearance was granted on 28.07.2017. Therefore, the due date of possession was fixed on or before 28.07.2021.
- V. That on 28.03.2017, a sanction letter was issued by PNB Housing Finance Limited with the loan for Rs. 17,32,000/-. The tripartite agreement was executed on 04.09.2017 between complainant, respondent and PNB housing finance limited for an amount of Rs. 17,44,073/-.



- VI. That till date, the complainant had paid Rs.23,38,369/- i.e. 101 % of money called, but when she observed that there is no progress in construction of subject flat for a long time, she raised the grievance to respondent. The complainant has always paid the installment on time and the last installment was paid on 20.11.2020. There is a slow progress in the construction of the flat and it is expected to take around 1-2 years more for the completion of the project.
- VII. That the main grievance of the complainant in the present complaint is that in spite of having paid 101% of the actual amount of flat, the respondent has failed to deliver the possession of flat which was a core promise of the Affordable Housing Policy, 2013. The complainant had purchased the flat with an intention that after purchase, her family will use the same for their personal use. It was promised by the respondent at the time of receiving payment for the flat that the possession of fully constructed flat as shown in newspaper at the time of sale, would be handed over to the complainant on and after the payment of last and final installment. It is pertinent to mention here that the installment became accrued on every 6 months after the commencement of construction work, and the respondent was under an obligation to deliver the project complete in all respect as and when it takes the



last installment or by maximum till 28.07.2021 (as per Apartment Buyer Agreement and Affordable Housing Policy.).

VIII. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent and as such it is liable to be punished and compensate the complainant. Thus, the respondent has failed to adhere to the guidelines mentioned in the affordable housing policy 2013 forming part of buyer's agreement. Hence this complaint as prayed above for delay possession charges and possession of the allotted unit.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

I. Direct the respondent to pay interest @ Prescribed rate on delayed possession since due date of possession i.e. 28.07.2021 till date of actual legal possession on paid amount i.e. Rs.21,47,717/-.

II. Direct the respondent to complete and seek necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electricity, environmental etc. before handing over the physical possession of the flats.

5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been



committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent contested the complaint on the following grounds: -

- a) That the present complaint in the present form cannot be maintainable as the same is contrary to the provision of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and is liable to be dismissed in limine.
- b) That this hon'ble authority does not have the jurisdiction and adjudicate the present complaint. Therefore, the present complaint is liable to be dismissed.
- c) The present complaint is liable to be dismissed on the preliminarily grounds that the complainant had failed to disclose that the allotted unit bearing no. 606, tower-2, admeasuring 566 sq. ft. in the Affordable Housing Project "PARADISE" at Sector - 62, Gurugram was mortgaged against a home loan availed from PNB Housing Finance Ltd. The complainant has committed defaults in repayment of the home loan. Therefore, PNB Housing Finance Ltd. vide demand notice dated 28.06.2021 and notice of demand and cancellation dated 08.07.2021 sent to the complainant and the respondent, wherein the PNB Housing Finance Ltd. demanded the respondent to cancel the allotment of the said unit and issue refund of the outstanding sum payable by the complainant in accordance with the clause 5 and 7 of tri-partite agreement dated 04.09.2017 executed between PNB Housing Finance Ltd.,



complainant and the respondent. In view of the aforesaid defaults the allotment of the complainant stood cancelled. The present complaint is liable to be dismissed as complainant is guilty of misrepresenting and hiding material facts from this authority. In view of the fact that the PNB Housing Finance Limited had already sought cancellation of the allotment and refund of the amount paid from the respondent, so, the complainant cannot seek the possession of the allotted unit or interest for delayed delivery for a cancelled unit. Till the complainant get her allotment restored by asking PNB Housing Finance Limited to issue a letter withdrawing the earlier letter of cancellation of allotment and further asking the respondent to restore the allotment, the complaint cannot be entertained or adjudicated in the present form and the reliefs as prayed for herein cannot be granted to her.

- d) That the respondent was granted a license bearing no. 05 of 2016 dated 30.05.2016 for the development of an affordable group housing residential colony on the land admeasuring area of 5.06875 acres situated in the revenue state of village Ullahawas, Sector - 62, Gurugram. The respondent, thereafter, obtained all the relevant approvals and sanctions to commence the construction of the project. The respondent obtained the approvals of the building plans vide approvals dated 25.07.2016 and also obtained the environmental clearance vide approval dated 28.07.2017. The respondent further obtained the registration under RERA Act and the respondent was granted the registration no. 178 of 2017. The said registration was valid till 29.11.2021 taking into account the order dated 26.05.2020 passed by this authority granting



extension of the RERA registrations for a period of six months due to lockdown measures owing to pandemic of Covid-19.

- e) That due to the outbreak of the pandemic Covid-19 in March 2020, a national lockdown was imposed as a result of which all the construction works were severely hampered. Keeping in view the difficulties in completing the project by Real Estate Developers, this authority granted 6 months extension to all the under-construction projects vide order dated 26.05.2020. Thereafter due to the second covid wave from January to May 2021, once again the construction activities came to a standstill. The covid pandemic led to severe shortage of labour which resulted in the delay in completing the construction of the project for which the time of 6 months granted by this authority was not sufficient as the effect of labour shortage continued well beyond for more than 12 months after the covid lockdown. Furthermore, the covid pandemic lockdown caused stagnation and sluggishness in the real estate sector and had put the respondent in a financial crunch, which was beyond its control.
- f) That the construction of the project had been stopped / obstructed due to the stoppage of construction activities several times during this period with effect from 2016 as a result of the various orders and directions passed by hon'ble National Green Tribunal, New Delhi; Environment Pollution (Control and Prevention) Authority, National Capital Region, Delhi; Haryana State Pollution Control Board, Panchkula and various other authorities from time to time. The stoppage of construction activities abruptly had led to slowing down of the construction activities for months which also



contributed in the delay in completing the project within the specified time period.

- g) That the delivery of the flat by the respondent within the agreed period of 4 years from the date of grant of building approvals or from the date of grant of environmental clearance, which is later, was incumbent upon the complainant making timely payments. The complainant failed to make timely payments and there were substantial delays in making the payments of the due installments as is evident from the demand letter and interest sheet annexed herewith as Annexure-R8 respectively. Therefore, the complainant is forbidden to demand the timely performance of the 'contractual obligations' by the respondent, wherein she herself, had failed to perform his part of the 'contractual obligations' on time.
- h) That the present project is an affordable group housing project being developed in accordance with the provision of the Affordable Housing Policy, 2013. The allotment price of the unit was fixed by the Government of Haryana and in terms of the policy, the respondent was to be paid the allotment price in installments. Though, the allotment price was fixed by the Government of Haryana in the year 2013 but the same was not revised till date. Although the construction cost increased manifold, but the Government of Haryana had failed to increase the allotment price. The Government of Haryana had failed to take into account the increase in the construction cost since the policy in the year 2013. If by conservative estimates the construction cost is deemed to have increased by 10% every year, then till date the construction costs have got doubled since the date of promulgation of



Affordable Housing Policy, 2013. The license for the project paradise was granted on 30.05.2016 and the respondent was permitted to sell the units at the allotment price of Rs. 4000 per sq. ft. the project is being constructed by it and is near completion. The photographs of the current status of the project which clearly proves that the entire construction has been done and the formalities of obtaining occupation certificate remains pending.

i) That as per the contents of the present complaint, the complainant is asking for payment of interest of Rs. 18,317/- per month at the rate of 9.40% per annum simple rate of interest on the total amount of Rs. 23,38,369/-. The amount received from the complainant is Rs. 23,07,456.81/- and the remaining amount is to be paid by her towards taxes. It is totally unreasonable to claim interest of Rs. 18,317/- from the respondent for the delay in delivering the possession as the same has been delayed on account of various intervening factors like lockdown imposed due to Covid-19 pandemic, labour shortage arising out of the Covid-19 pandemic, stoppage of construction works by the National Green Tribunal as well as by other authorities due to increase in pollution level, non-payment of due installments in accordance with the payment plan and for various other reasons.

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

E. Jurisdiction of the authority



8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

10. 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)(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.

11. 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.

F.I. Objection regarding passing of various force majeure conditions such as orders by EPCA, lockdown due to Covid-19 pandemic, shortage of labour and NGT orders.

12. The respondent-promoter raised a plea that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Environmental Pollution (Prevention and Control) Authority for NCR (hereinafter, referred as EPCA) from 26.10.2019 to 14.12.2019, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT). The due date for completion of the project and offer of possession of the allotted unit comes to 28.01.2022. The authority is of considered view that circumstances such as various orders passed by the Environmental Pollution (Prevention and Control) Authority for NCR (hereinafter, referred as EPCA) from 26.10.2019 to 14.12.2019 and NGT were for shorter period of time and were not continuous and thus, no leniency in this regard can be given to the respondent/builder. However, due to spread of covid 19, the authority vide its order dated 26.05.2020 allowed a grace period of six months for completion of the projects, the due date of which fell after



23.03.2020. So taking into consideration the pandemic, a period of six months is allowed to the developer to complete the project beyond 28.07.2021 and the same comes to 28.01.2022 (though inadvertently the due date for completion of project and offer of possession has been mentioned as 28.07.2021).

G. Findings on the relief sought by the complainant.

G. I Direct the respondent to pay interest @ Prescribed rate on delayed possession since due date of possession i.e. 28.07.2021 till date of actual legal possession on paid amount i.e. Rs.21,47,717/-.

G. II Direct the respondent to complete and seek government clearances regarding infrastructural and other facilities including road, water, sewerage, electricity, environmental etc.

13. In the present complaint, the complainant 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."

14. Clause 8.1 of the apartment buyer's agreement (in short, agreement) dated 07.03.2017 provides for handing over of possession and is reproduced below:



8.1 EXPECTED TIME FOR HANDING OVER POSSESSION

Except where any delay is caused on account of reasons expressly provided for under this Agreement and other situations beyond the reasonable control of the Company and subject to the Company having obtained the occupation/completion certificate from the competent authority(ies), the Company shall endeavour to complete the construction and handover the possession of the said Apartment within a period of 4 years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder.."

15. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. As per clause 8.1 of apartment buyer's agreement the possession of the allotted unit is to be handed over within four years from date of sanction of building plan i.e.; 28.07.2016 or within four years from the date of environment clearance i.e.; 28.07.2017, whichever is later. The due date of possession is calculated from the date of environment clearance i.e.; 28.07.2017, being later which comes out to be 28.01.2022 (by adding a period of six months due to covid 19).
16. During the course of hearing, the complainant was present in person stated at bar that she booked the unit on 10.09.2016 and the due date for completion of project and offer of possession was 28.01.2022. No OC has been received so far. No offer has been made to her and rather registration of project has already expired. Counsel for the respondent



stated that the allottee had taken a loan from PNB Housing Finance Ltd. and that financier had sent a letter on 08.07.2021 to the respondent that it had advanced a sum of Rs.17,44,873/- to the allottee. The allottee is a defaulter and a sum of Rs.18,64,444/- which is outstanding as on 08.07.2021 is payable by the borrower. Hence the unit shall be cancelled, and amount should be refunded to it within 7 days as per clause no.8 of the tripartite agreement with PNB Housing Finance Ltd. On that basis, the respondent had cancelled the unit but not refunded the money to the banker. The complainant further stated that she is submitting statement of her bank housing loan dated 13.02.2023 which clearly states that her account is active and there is no default and the principal due is zero. Hence, there is no question of cancellation of her unit. The counsel for the respondent stated that it had not informed the allottee about the cancellation. It was only the intimation from the bank as the bank had lien on the property. The complainant stated that since the amount was not refunded to the banker, the letter of bank becomes infructuous and more so, when the bank has issued the statement of account that nothing principal was due as on date. Thus in view of these facts stated during the course of arguments, the matter of cancellation stands settled and no letter in this regard was ever issued by the respondent builder to the complainant. Undoubtedly, there is a delay of about 13 months as on now and OC has not been received so far and not even



applied. Hence the complainant is seeking delayed possession charges and is entitled to the same along with prescribed rate of interest i.e. 10.60% per annum.

17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is 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.

18. 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.
19. 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., 15.02.2023 is **8.60%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.60%**.

20. The definition of term 'interest' as defined under section 2(za) of the Act provides that 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. 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;"*

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **10.60%** by the respondent/promoter which is the same as is being granted her in case of delayed possession charges.

22. 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 8.1 of the apartment buyer's agreement executed between the parties on 07.03.2017, the



possession of the subject apartment was to be delivered within 4 years from the date of sanction of building plan or from the date of environment clearance, whichever is later. The due date of possession is calculated from the date of environment clearance i.e.; 28.07.2017, being later which comes out to be 28.01.2022 by adding a period of six months allowed by the authority due to covid 19.

23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.60% p.a. w.e.f. 28.01.2022 till the handing over of possession as per provisions of section 18(1) of the Act read with rule 15 of the Rules.
24. Section 19(10) of the Act obligates the allottee 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 yet not obtained. The respondent shall offer the possession of the unit in question to the complainant after obtaining occupation certificate. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject



to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e. 28.01.2022 till the expiry of 2 months from the date of offer of possession or actual handing over of possession, whichever is earlier.

25. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the agreement dated 07.03.2017 to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 28.01.2022 till the date of offer of possession plus 2 months or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 10.60 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

H. Directions of the authority

26. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.60% p.a.



- for every month of delay from the due date of possession i.e., 28.01.2022 till actual handing over of possession or offer of possession plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period;
 - iii. The arrears of such interest accrued from 28.01.2022 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules;
 - iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.60% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - v. The respondent shall not charge anything from the complainant which is not the part of the agreement to sell.



HARERA
GURUGRAM

Complaint No. 4253 of 2022

27. Complaint stands disposed of.
28. File be consigned to registry.

Sanjeev Arora
(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.02.2023



HARERA
GURUGRAM