

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

Complaint no. : 4748 of 2022
First date of hearing: 06.09.2022
Date of decision : 21.04.2023

1. Dhananjay Kumar Jha
2. Nitu Kumari
both R/o: -D-305, Suncity Avenue,
Sector-102, Gurugram-122505.

Complainants

Versus

Pivotal Infrastructure Pvt. Ltd.
Regd. Office at: 309, 3rd Floor,
JMD Pacific Square, Sector-15,
Part-II, Gurugram- 122001.

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Sh. Harshit Batra (Advocate)
Sh. Rohan Gupta (Advocate)

Complainants
Respondent

ORDER

1. The present complaint dated 07.07.2022 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 provisions of the



Act or the Rules and regulations made there under 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 complainants, 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 of the project	Devaan, Sector 84, Village Sihi, Gurugram, Haryana-122004.
2.	Nature of project	Affordable housing policy
3.	Allotment letter	N/A
4.	Apartment no.	1108, 11 th floor, tower 6 admeasuring 474 sq. ft. (page 25 of complaint)
5.	Date of apartment buyer agreement	04.08.2015 (page 26 of complaint)
6.	Date of building plan approval	06.08.2014
7.	Date of environmental clearance	05.02.2015 (page 26 of reply)
8.	Possession clause	8.1 Expected Time for handing over possession <i>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 endeavor 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</i>



		<i>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. (Emphasis supplied)</i>
9.	Due date of possession	05.02.2019 (due date is calculated from the date of environmental clearance i.e. 05.02.2015)
10.	Total sale consideration	Rs.19,46,000/- (page 29 of complaint)
11.	Paid up amount	Rs.24,36,313/- (as per statement of account dated 01.09.2022) but Rs.24,27,425/- as per Annexure C-5 (page 65 of the complaint)
12.	Occupation certificate	06.03.2020 (page 38 of reply)
13.	Offer of possession	14.03.2020 (page 57 of complaint)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint: -

- I. A project by the name of "Devaan" situated in Sector 84, Gurugram under the Affordable Housing Policy, 2013 was being developed by the respondent. The complainants coming to know about the same booked an apartment bearing no. 1108, 11th Floor, Tower 6, admeasuring 474 sq. ft. in it, vide an application bearing no. 7249 dated 24.07.2014 by paying a booking sum of Rs.1,00,000/-. A apartment buyer agreement dated 04.08.2015 in this regard was executed between the parties.
- II. That in pursuant to buyer's agreement between the parties, the complainants started making various payments against the allotted



unit and paid a sum of Rs.24,27,425/- against the total sale consideration of Rs. 19,46,000/-.

- III. That the respondent has illegally charged an amount of Rs. 24,384/- towards one-year advance maintenance charge from the complainants. However, it is a settled position of law that in affordable housing projects, the builder is bound to maintain the project for a span of 5 years from the date of occupancy certificate and the same is also mentioned in clause 10.1 of the buyer's agreement.
- IV. That the respondent again raised an illegal demand of Rs.82,311/- vide demand letter dated 16.07.2022 for Additional Electrification Development Charges which was not agreed upon by the complainants and was not even mentioned in the buyer's agreement dated 04.08.2015.
- V. That the National Anti-Profiteering Authority has confirmed that the profiteering amount of Rs.2,97,92,134/- along with interest @18% to be paid to the home buyers as evident from letters dated 10.11.2021 and 15.03.2022 from the Joint Commissioner to the Principal Commissioner, CGST, in regard to the anti-profiteering investigation against the respondent. However, the same has not been paid to the complainants till date.
- VI. That as per clause 8.1 of the buyer's agreement, the due date for completion of project and offer of possession of the allotted unit was fixed as 05.02.2019, i.e., 4 years from the date of environmental clearance. But the respondent failed to fulfil its obligations in respect of agreement and offer of possession was made only on 14.03.2020. 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 complainants are entitled to delayed possession at the prescribed rate of interest from the due date till the physical handover of possession as per provisions of Section 18(1) of the Act.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - i. To direct the respondent to provide possession along with delayed possession charges from the due date till the date of actual possession at the prescribed rate of interest.
 - ii. To direct to recall the interest charged illegally by the respondent.
 - iii. To direct the respondent to give anti-profiteering credit to the complainants.
 - iv. To direct the respondent to not charge maintenance charges.
 - v. To direct the respondent not to execute the operation and servicing agreement and affidavit cum understanding.
 - vi. To direct the respondent to give bifurcation of the total sale price including the clarification of cost of parking.
 - vii. To direct the respondent to provide clarification and update on the switching station, sewage connection and water connection.
 - viii. To direct the respondent to refund the excess amount paid by the complainants over and above the total sale price.
 - ix. To direct the respondent to not charge additional electrification development charges.
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 vide reply dated 06.09.2022 contested the complaint on the following grounds: -
- i. That the complainants had booked a unit in the project namely "Devaan" at Sector-84, Gurugram, constructed in accordance with the terms and conditions of the Affordable Housing Policy, 2013 developed by the respondent and were allotted a unit bearing no. 1108, Tower - 6, admeasuring 474.03 sq. mtrs. in the said project. An apartment buyer's agreement dated 04.08.2015 was executed between the parties containing the details of terms and conditions governing the allotment of the said unit and the complainants agreed to make the payments of due installment in terms of the buyer's agreement as and when demanded.
 - ii. That the complainants made the payment of due installments till October 2017. Thereafter, they came to the respondent company and requested that they are facing financial difficulties due to some emergency at home and so, want some money out of the amount paid by them to it against the allotted unit. The complainants made a request vide e-mail for giving refund of the amount. The respondent company accepted the request keeping in view of the urgency shown and made a refund of Rs.9,07,563/- to the complainants.
 - iii. That the payment plan under Affordable Housing Policy was time linked payment plan and the allottees were to make quarterly payments as per the prescribed payment schedule. But the complainants failed to make the payment of the due installments and rather took a refund of Rs.9,07,563/- from the respondent on which further interest is leviable. On receipt of offer of possession by the



respondent, the complainants made further payment of Rs.5,32,282/- but failed to make the complete payment of entire agreed sale consideration. So, the respondent is entitled to levy interest on the due amount which the complainants have failed to pay till date.

- iv. That the complainants had made a payment of Rs.14,20,707/- against the total sale consideration of Rs.19,46,000/- and paid Rs.1,08,043/- against the statutory dues, taxes and other charges of Rs.3,95,352/-. An amount of Rs.56,672/- was credited towards GST by the respondent. Thus, the actual total payment made by the respondent is Rs.14,72,078/- against the allotted unit. However, the respondent is yet to recover a sum of Rs.12,32,071.77/- being remaining amount of the basic sale price, statutory dues, taxes and other charges along with interest accrued on the aforesaid amount besides operational and service charges in terms of the offer of possession letter issued by the respondent. Hence, the complainants are neither entitled to seek the delivery of the possession of the allotted unit within the agreed time period nor they can seek delay interest in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016.
- v. That the respondent had never demanded any maintenance charges but rather raised operational and service charges from the complainants and the execution of operational and servicing agreement between the allottees and the licensee is necessary for the purposes of rendering proper services and operations of the group housing society beyond the scope of maintenance.
- vi. That the respondent in compliance of the directions of the Anti-Profiteering Authority had already credited the Input Credit of Rs.56,672/- towards GST to the complainants.



- vii. That as per the Affordable Housing Policy 2013, the respondent had allotted one two-wheeler parking place as per the approved building plans and layout plan duly approved by the Town and Country Planning, Haryana and for which no parking charges were demanded by it from the allottees.
- viii. That the affidavit cum undertaking is required to be executed by the allottee in order to ensure the full and final settlement before taking over of the physical possession and to protect the interest of the respondent company from the false and frivolous disputes being raised against it.
- ix. All other averments made in the complaint were denied in toto.
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 allottees 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 the compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent.

F. I Objection regarding delay in making payments.

12. The objection raised by the respondent-builder regarding delay in payments by the complainants is rejected in view of the documents available on record which shows that they had made a payment of Rs.24,03,053/- as per demands raised by them vide demand notices as per payment plan. A sum of Rs.18,70,771/- was received by the respondent from the allottees at different times w.e.f. 24.07.2014 to 12.03.2019 and an amount of Rs.5,32,282/- was received by it after offer of possession i.e., with effect from 07.06.2020 to 09.06.2021 as depicted in document annexure R-4. Section 19(6) of Act lays down an



obligation on the allottee(s) to make timely payments towards consideration of allotted unit. As per documents available on record, the complainants have paid all the installments as per payment plan duly agreed upon by them while signing the agreement and the same is evident from the demand letter along with offer of possession dated 14.03.2020. However, no document qua non-payment of any installment regarding the said unit was placed on record by the respondent. Hence, keeping in view of the facts mentioned above, the plea advanced by the respondent in this regard stands rejected.

F. II Objection regarding refund of Rs.9,07,563/- to complainants from the payments received.

13. An objection regarding refund to complainants has been raised by the respondent. It is pleaded that the complainants came to the respondent company and requested that they were facing financial difficulties due to some emergency at home. Therefore, they want some money out of the deposited amount against the allotted unit with the respondent. It accepted that request keeping in view of the urgency shown and made a refund amounting Rs.9,07,563/- to the complainants in years 2018 and 2019 respectively. However, the complainants submitted that the alleged refund has no bearing with the unit in question and at no point in time, they withdrew from the project or sought refund of the paid-up amount. The refund was a completely different transaction after mutual understanding of the parties as earlier, they were having good relations. After going through the documents available on record, it is observed by the authority that the refund in question is not related to the subject unit. If it had been so, then it might have been mentioned in the statement of account dated 14.03.2020 send by the respondent while offering possession of the allotted unit vide letter of even date. Though



the respondent in its reply pleaded that the complainants demanded refund and wanted to get the allotment cancelled and so, they were refunded a sum of Rs.9,07,563/- but that fact is not proved on record. There is nothing to justify the stand of the respondent taken in this regard. It is contended that while raising demand vide letter dated 01.09.2022 (Annexure R-2), the respondent had shown three entries against Debt Note Against BSP of Rs.300,000/-, Rs.2,43,250/- and Rs.3,64,313/- respectively totaling to Rs.9,07,563/- but there is every possibility of showing the same at a later stage and in the face of statement of account contained in demand letter dated 14.03.2020, the same do not hold good and the possibility of manipulating the same cannot be ruled out. Moreover, it is an admitted fact that the total sale consideration of the allotted unit was agreed upon as Rs.19,46,000/- exclusive of applicable taxes, cess levies and or assessments including VAT and service tax etc. It has come on record that against that sale price, the allottees have already paid Rs.18,70,771/- till 12.03.2019. Further if the refund of any amount was made to complainants on a request to cancel the unit in question, then offer of its possession vide letter dated 14.03.2020 would not have arisen in favour of the complainants. Hence, keeping in view of the same, the objection regarding refund of Rs.9,07,563/- to complainants taken by the respondent stands rejected.

G. Findings on the relief sought by the complainants.

G. I Direct the respondent to pay delayed possession charges at the prescribed interest per annum from the promissory date of delivery till actual delivery of the unit in question.

14. The complainants booked a unit in project namely "Devaan" situated in Sector 84, Gurugram under the Affordable Housing Policy, 2013 being



developed by the respondent and were allotted an apartment bearing no. 1108, 11th Floor, Tower 6, admeasuring 474 sq. ft. for a total sale consideration of Rs.19,46,000/-. They paid Rs.24,03,053/- against that unit till date to the respondent. It is evident from the perusal of statement of account (R-4) that an amount of Rs.5,32,282/- was received by the respondent after offer of possession i.e., with effect from 07.06.2020 to 09.06.2021. Earlier, a sum of Rs.1870771/- was received by the respondent from the allottees at different times w.e.f. 24.07.2014 to 12.03.2019 as depicted in document annexure R-4. Thus, it is proved that a total sum of Rs.24,03,053/- was received by the respondent from the complainants against the allotted unit and in pursuant to buyer's agreement dated 31.12.2013. As discussed in the preceding para, the factum of refund of Rs.9,07,563/- is not substantiated by any cogent proof.

15. Now the complainants intend to continue with the project and are 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."

16. Article 8.1 of the buyer's agreement 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 endeavor 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.

(Emphasis supplied)

17. The authority has gone through the possession clause of the agreement and observed that the possession of the allotted unit was supposed to be offered till 05.02.2019 but the same was offered on 14.03.2020.

18. **Payment of delay possession charges at prescribed rate of interest:**

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.

19. 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.

20. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.70%** by the respondent-



builder which is the same as is being granted them in case of delayed possession charges.

21. 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., 21.04.2023 is **8.70%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.70%**.
22. The definition of term 'interest' as defined under section 2(z) 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:

"(z) "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;"*

23. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contraventions as per provisions of rule 28(2), the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 8.1 of the agreement executed between the parties on 04.08.2015, the possession of the subject apartment was to be delivered within 4 years from the date of receiving Environmental Clearance. Therefore, the due date of handing over possession was fixed for 05.02.2019. The respondent failed to offer possession of the subject apartment within that period and offered only on 14.03.2020.



Accordingly, it is the failure of the respondent-builder to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the agreement to sell dated 04.08.2015 executed between the parties. Further occupation certificate of the project was obtained on 06.03.2020 and offer of possession of the unit was made on 14.03.2020. However, several illegal demands have been raised by the respondent along with offer of possession letter like electrification charges, maintenance charges, holding charges etc which make the complainants to approach before the authority to get possession of the unit along prescribed rate of interest.

24. 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 complainants are entitled to delay possession charges at rate of the prescribed interest @10.70% p.a. w.e.f. 05.02.2019 till the offer of possession i.e., 14.03.2020+2months as per provisions of section 18(1) of the Act read with rule 15 of the Rules.

G. II Direct the respondent to give anti-profiteering credit to the complainants.

25. As per documents available on record, National Anti-Profiteering Authority has confirmed the profiteering amount of Rs. 2,97,92,134/- along with interest @18% to be paid to the home buyers. Hence, in view of the same, GST credit towards the anti-profiteering shall be given to the complainants if not already paid.



G. III Direct the respondent to not charge the maintenance charges.

26. In affordable housing projects, the builder is bound to maintain the project for a span of 5 years from the date of occupancy certificate and the same is also specifically mentioned in clause 10.1 of the buyer's agreement which is reiterated as under:

10. Maintenance agreement, maintenance services and the obligations of parties in relation to maintain services

10.1 "For a period of 5 (five) years from the date of grant of occupation certificate in relation to the project, the maintenance works and services in relation to the common areas and facilities shall be provided by the Company. After the aforesaid period of 5 (five) years the Building shall be transferred to the 'association of flat owners'(herein referred as "Association") constituted under the Haryana Apartment Ownership Act, 1983, which shall thereafter overtake the providing of maintenance services to the building and thereafter the Company shall have no further obligation to provide any maintenance services to the Building."

27. However, as per the documents available on record, the respondent has illegally raised a demand of Rs.24,384/- vide invoice bearing no. S84FMT192000644 dated 15.03.2020 from the complainants which is neither a part of agreement nor as per affordable housing scheme Hence, in view of the same, respondent is directed not to charge anything which is not part of the buyer's agreement.

G. IV Direct the respondent to not to execute the operation and servicing agreement and affidavit cum understanding.

28. The respondent cannot compel the complainants while issuing offer of possession to enter into any one-sided agreement or undertaking which bar them from filing any claim against it. The same was also held by the hon'ble Apex Court in civil appeal no. 12238 of 2018 titled as *Pioneer Urban Land and Infrastructure Limited Vs Govindan Raghavan* and also in civil appeal no. 5785 of 2019 titled as *IREO Grace Realtech Pvt. Ltd. Vs Abhishek Khanna & Ors.* Hence, in view of the same, respondent is directed not to force execution of any illegal agreement which was not agreed upon in the buyer's agreement.



G. V Direct the respondent to recall the interest charged illegally by the respondent.

29. It is evident from the demand letter dated 01.09.2022 available on record that the respondent has levied an interest of Rs. 4,19,467.17/-. However, the amount against interest can only be charged as per the terms and conditions of the buyer's agreement and not otherwise.

G. VI Direct the respondent to give bifurcation of the total sale price including the clarification of cost of parking.

30. As per the submissions made the respondent, it had allotted one two-wheeler parking for which no charges were demanded by it from the allottees. Even, as per clause 4.1 of the buyer's agreement signed between the parties, the total sale price of the said unit was fixed as Rs. 19,40,000/- exclusive of any applicable taxes, cess etc towards the purchase of the apartment, parking space and other services/facilities within the said project. Hence, in view of the submissions made and documents on record, respondent is directed to not levy any parking charge or any amount which is not part of the buyer's agreement.

G. VII Direct the respondent to give clarification and update on the switching station, sewage connection and water connection.

31. The respondent is directed to give clarification and update regarding switching station, sewage connection and water connection to the complainants within one month from the date of this order.

G. VIII Direct the respondent to refund the excess amount paid by the complainants over and above the total sale price.

32. The respondent is directed to refund the excess amount collected if any, from the complainants which is not part to buyer's agreement.

G. IX Direct the respondent to not charge additional electrification development charges.

33. The complainants drew the attention of the authority vide additional submissions dated 24.08.2022 that the respondent has raised an illegal



demand of Rs.82,311/- on account of Additional Electrification Development Charges. Though as per clause 4.7 of the buyer's agreement, the allottees agreed to pay additional electrification charges but there is no mention with regard to additional electrification development charges to be payable by the allottees. There is clause 4.9 and vide which the allottees agree to pay initial electricity connection charges, power back-up charges (if applicable) and any similar infrastructure or any utility-based charges and that too on pro rata basis but no such demand has been raised. But while filing the complaint neither there are any pleadings in this regard, nor any letter vide which the above-mentioned demand has been raised has been placed on the file. So, in the absence of any pleadings and document on record neither any findings can be recorded, nor any directions can be issued.

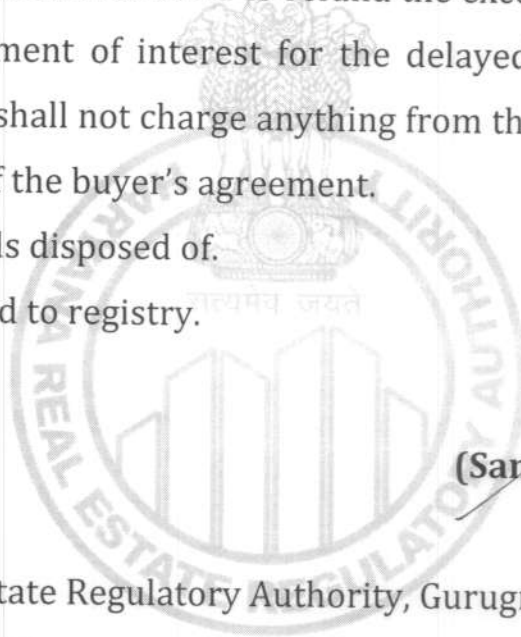
H. Directions of the authority

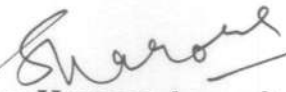
34. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent is directed to pay interest to the complainants at the prescribed rate of 10.70% p.a. on the paid-up amount for every month of delay from the due date of possession i.e., 05.02.2019 till the date of offer of possession i.e., 14.03.2020+2months of the allotted unit.
 - ii. The respondent is directed to handover physical possession of the subject unit within 60 days from the date of this order as occupation



certificate of the project has already been obtained by it from the competent authority.

- iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.70% 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.
 - iv. The respondent is directed to refund the excess amount paid if any after adjustment of interest for the delayed period. Further, the respondent shall not charge anything from the complainants which is not part of the buyer's agreement.
35. Complaint stands disposed of.
36. File be consigned to registry.




(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 21.04.2023

HARERA
GURUGRAM