

## BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	5405 of 2022
Date of complaint :	04.08.2022
Order pronounced on:	27.07.2023

Kuljot Singh Gabarhia, R/o: - C-203, 2<sup>nd</sup> floor, Sushant Lok-I, Gurugram, Haryana.

Complainant

Versus

M/s S.S. Group Private Limited. Regd. Office at: - S.S. House, Plot No. 77, Sector,44, Gurugram, Haryana.

CORAM: Vijay Kumar Goyal

APPEARANCE:

Sh. Mann Batra and Rohit Aggarwal (Advocates) Shri Rahul Bhardwaj (Advocate) Respondent

Member

Complainant Respondent

#### ORDER

 The present 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 provisions of the Act or the



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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 of the project	"The Leaf", Sector 85, Gurugram
2.	Nature of project	Group Housing Complex
3.	RERA Registered/ Not Registered	23 of 2019 dated 01.05.2019
4.	DTPC License no.	81 of 2011 dated 16.09.2011
	Validity upto	15.09.2024
	Licensed area	11.9 Acre
5.	Unit no.	3B, 3 <sup>rd</sup> floor, Building 10 [page no. 41 of complaint]
6.	Unit measuring	2280 Sq. Ft. (Page no. 41 of complaint]
7	Date of allotment	10.09.2012 (Page no, 28 of complaint)
8	Date of execution of floor buyer's agreement	24.09.2013. (Page no. 39 of complaint)
9.	Possession clause	8. Possession 8.1 Time of handing over the possession 8.1 (a) subject to terms of this clause and subject to the flat buyer(s) having complied with all the terms and conditions of this agreement and no being in default under any of the provisions of this agreement and complied with all provisions formalities, documentation etc. a prescribed by the developer, the developer proposes to handover the possession of the flat within a perior

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		of thirty six months from the date of signing of this agreement. The flat buyer(s) agrees and understands that the developer shall be entitled to a grace period of 90 days, after the expiry of thirty-six months or such extended period, for applying and obtaining occupation certificate in respect of the Group Housing Complex.
10.	Due date of possession	24.09.2016 (Calculated from the date of signing of buyer agreement) <i>Grace period not allowed</i>
11.	Total sale consideration	Rs. 1,23,03,720/- (Page no. 41 of complaint)
12.	Total amount paid by the complainant	Rs. 93,32,544/- (As alleged by the complainant)
14.	Occupation certificate dated	09.05.2022 (As per page no. 85 of reply
15.	Notice for Offer of possession	12.05.2022 (As per page no. 11

#### B. Facts of the complaint:

- 3. The complainant has made the following submissions: -
- I. That the complainant approached the respondent to book a unit in its project namely "The Leaf" at Sector 84-85, Gurgaon and its representatives informed him that one allottee named Narender Kumar is selling his flat bearing no. 3B on the 3rd floor of Tower 10 having an approx. super area of 2280 sq. ft. in the above-said project and hence, the respondent get the said flat transferred in the name of the complainant vide letter dated 28.03.2013.
- II. That accordingly, on 24.09.2013, a flat buyer agreement dated 24.09.2013 was signed and executed between the respondent and the



complainant, by virtue of which the respondent assured and promised the complainant to handover the said flat in the said project for a total consideration of sum of Rs.1,23,03,720/- including all kinds of charges, fees, PLC, EDC, IDC, club membership fees, car parking charges and any other statutory charges etc. payable to the government departments/any other authorities and that no further amount is payable by the complainant.

- III. That from 31.03.2013 16.07.2018, the complainant made a total payment of a sum of Rs. 93,32,544/- (inclusive of TDS and 18% interest on delay in payment) to the respondent on the pretext that the respondent would handover the said flat immediately after the said payment is made by the complainant. However, the same was acknowledged by the account ledger shared by the respondent dated 29.11.2019. However, contrary to the same, the respondent once again failed with its assurances and promises. Therefore, the complainant has left with no trust in the respondent.
  - IV. That the complainant has made repeated enquiries through emails and telephonic conversations from the respondent about the delivery of possession of the said flat. However, it was to no avail, as it gave false and frivolous response to the same. Due to such delayed possession the complainant had no option but accommodate himself and his family in a rented accommodation and thus, incurred unnecessary expenses towards the rent and etc. due to the breach committed by the respondent.

V.

That, accordingly, on 29.11.2019, the complainant during a meeting with the officials of the respondent that he does not wish to continue with the project and requested the officials of the respondent to refund



the amount of Rs. 93,32,544/- along with interest @18% p.a. along with damages that it has suffered due to serious breach of the said flat buyer agreement by the respondent. However, the respondent refused to refund the money and rebuffed the complainant. Thus, the complainant was left with no option but to approach the Authority.

- VI. That owing to the above-mentioned acts of falsehood and fraud, the complainant realized that the respondent has acted in the most arbitrary and illegal manner by not managing to keep up to the contractual obligations made by it to the complainant. As such, the complainant seeks the intervention of this Authority to seek necessary direction along with an additional number of damages.
- VII. That pertinently, after a significant delay of approx. 67 months from the said agreed date of possession, the respondent vide letter dated 12.05.2022 has offered the possession of the said flat but that was neither legal nor a proper offer of possession which were promised by the respondent. It is also pertinent to mention at this stage that in the said letter of possession, the respondent has also raised false and frivolous excessive demands which were against the builder buyer agreement.
- VIII. That the respondent has engaged in unfair and malafide practices by one or the other means in order extract money from the complainant illegally. Thus, the same clearly demonstrates that the respondent never had any intention to complete the said project on time and under the garb of the flat buyer agreement, the respondent has cheated the innocent complainant and has committed a wrongful loss to him qua their hard-earned money interest free by using the same for its personal

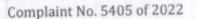


gains and benefits. The respondent diverted the money given by the various flat buyers for the said project to its other pending projects.

# C. Relief sought by the complainant:

- The complainant has sought following relief(s):
  - I. Direct the respondent to handover the possession of the unit and pay delay possession charge at the prescribed rate of interest.
  - II. Direct the respondent to pay input tax credit on the GST amount paid to the complainant
- 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/builder.
- The respondent has contested the complaint by filing reply on the following grounds:
  - i. That the apartment in question was allotted to Mr. Narender Kumar, the original allottee vide an allotment letter dated 10.09.2012, subsequently, the original allottees and complainants entered into an agreement dated 28.03.2013 in order to transfer the unit from the original allottees to the complainant and same was endorsed by the respondent vide a letter dated 28.03.2013 and stand transferred to the complainant herein vide a nomination letter dated 28.03.2013.
  - ii. That the allotment letter being the preliminary and the initial draft contained the basic and primary understanding between the respondent and original allottee, to be followed by the flat buyer's agreement to be executed between the parties. Thereafter, immediately on 24.09.2013, the flat buyer agreement was executed

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between the complainant, and the respondent which contained the final understandings between the parties stipulating all the rights and obligations.

- iii. That, the complainant was allotted the unit bearing no. 3 b, building 10, 3rd floor, having an approximate super area of 2280 sq. ft. of the project "The Leaf" at the basic price of Rs. 4559/- per sq. ft. and preferential location charges (PLC) of 150/-per sq. ft., external development charges (EDC) of Rs. 355/- per sq. ft., and infrastructure development changes (IDC) of Rs. 35/-per sq. ft. to be payable as per the payment plan. The sale consideration of the flat booked by the complainant was Rs. 1,23,03,720/-. However, the sale consideration amount was inclusive of the registration charges, stamp duty charges, service tax and other charges which were to be paid by the complainant at the applicable stage. The complainant defaulted in making payments towards the agreed sale consideration of the flat from the very inception, i.e., after signing the allotment letter.
  - iv. That at the time of the allotment, the complainant was aware about the stage of the construction of the project and even willingly opted to enter into an agreement with the respondent. The complainant is habitual defaulters who has never paid their instalments on time and was always served with the reminder notices for the same.
  - v. That the respondent from the very inception had to run after the complainant to clear the outstanding dues. The same can be evidenced by the very fact that for every instalment towards the unit, the respondent had to send him the demand notice to clear the outstanding bills. The kind notice of the Authority that from 2012 to 2022 the respondent sent numerous demand letters.

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- vi. That the project at present date has been completed and accordingly, the respondent has received the occupational certificate of the project by the competent authority dated 09.05.2022. It is evident from the entire sequence of events that no illegality can be attributed to the respondent. The allegations levelled by the complainant are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.
- vii. That vide a possession letter dated 12.05.2022 and email dated 13.05.2022, the respondent offered the possession of the apartment to the complainant and invited him to take possession of the apartment as the respondent had received the occupation certificate. But the complainant did not come forward to take the said possession. However, at the time of applying for transfer letter to the respondent the complainant was aware of the stage of the construction of the project, but even then, they willingly opted to continue with the project. The acts of the complainant clearly exhibit their malafide intentions and further establish the fact that the complainant is investor and booked the unit in question to yield gainful returns by selling it in the open market.
- viii. That the construction of the project was stopped on account of the NGT order prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government Authority. It is submitted that vide order dated 20.07.2016 NGT placed sudden ban on the entry of diesel trucks more than ten years old and said that no vehicle from outside or within Delhi would be permitted to transport any construction material. Since the construction activity was suddenly stopped, after the lifting of the ban it took some time for

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mobilization of the work by various agencies employed with the respondent. Then the developers were struck hard by the two consecutive waves of the Covid-19, because of which the construction work completely came to halt. Furthermore, there was shortage of labour as well as the capital flow in the market due to the sudden lockdown imposed by the government.

ix. That the complainant has also concealed from the Authority that the respondent being a customer centric company has always addressed the concerns of the complainant and had requested the complainant telephonically time and again to visit the office of the respondent to amicably resolve the concerns of the complainant. However, notwithstanding several efforts made by the respondent to attend to the queries of the complainant to their complete satisfaction, the complainant erroneously proceeded to file the present vexatious complaint before the Authority against the respondent.

### E. Jurisdiction of the authority

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

7. 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

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be 8. responsible to the allottees 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.

So, in view of the provisions of the Act quoted above, the authority has 9. complete jurisdiction to decide the complaint regarding noncompliance 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. E REG

#### F. Findings on the objections raised by the respondent. **Objection regarding force majeure conditions:** F. I

10. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by NGT and weather conditions of Delhi NCR region and non-payment of instalment by different allottees of the project, but all the pleas advanced in this regard are devoid of merit. The floor buyer's agreement was executed between the parties on 24.09.2013 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 24.09.2016. The



events such as various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not continuous as there is a delay of more than three years and even some happening after due date of handing over of possession. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrong.

11. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020* dated 29.05.2020 has observed that-

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself."

12. The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by 24.09.2016 and is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.





# G. Findings on the relief sought by the complainant.

- G.I Direct the respondent to deliver the possession of the allotted unit and pay the delay possession charges along with prescribed rate of interest.
- 13. 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 of the buyer's agreement provides the time period of handing

over possession and the same is reproduced below:

"8.1 (a) subject to terms of this clause and subject to the flat buyer(s) having complied with all the terms and conditions of this agreement and not being in default under any of the provisions of this agreement and complied with all provisions, formalities, documentation etc. as prescribed by the developer, the developer proposes to handover the possession of the flat within a period of thirty six months from the date of signing of this agreement. However, this period will automatically stand extended for the time taken in getting the building plans sanctioned. The flat buyer(s) agrees and understands that the developer shall be entitled to a grace period of 90 days, after the expiry of thirty-six months or such extended period, for applying and obtaining occupation certificate in respect of the Group Housing Complex

15. The authority has gone through the possession clause of the agreement. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and the complainants not being in default under any provision of this agreement and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and



incorporation of such conditions is not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning.

- 16. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builder/promoter and buyer/allottee are protected candidly. The flat agreement lays down the terms that govern the sale of different kinds of properties like residentials, commercials etc. between the builder and the buyer. It is in the interest of both the parties to have a well-drafted buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the unit, plot or building, as the case may be and the right of the buyer/allottee in case of delay in possession of the unit.
  - 17. Admissibility of grace period: The respondent promoter has proposed to handover the possession of the unit within a period of 36 months from the date of signing of this agreement. In the present case, the promoter is seeking 90 days as grace period for applying and obtaining occupation certificate. However, there is no material evidence on record that during the period of 90 days, the period sought as grace period, the promoters have applied to any authority for obtaining the necessary approvals with respect to this project or obtained during this



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period. So, the promoters cannot claim the benefit of grace period of 90 days. Consequently, the authority has rightly determined the due date of possession. Thus, the grace period is not allowed, and the due date of possession comes out to be 24.09.2016.

18. Admissibility of delay possession charges at prescribed rate of interest: The complainant(s) 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 promoters, 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 subsections (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. Consequently, as per website of the State Bank of India i.e., <u>https://sbi.co.in</u>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 27.07.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.
- 21. 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

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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;"
- 22. Therefore, interest on the delay payments from the complainant shall charged at the prescribed rate i.e., 10.70% by the be respondents/promoters which is the same as is being granted to them in case of delayed possession charges.
- 23. On consideration of the documents available on record and submissions made by both the parties, 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 of the agreement executed between the parties on 24.09.2013, the possession of the subject apartment was to be delivered within 36 months from the date of execution of agreement. For the reasons quoted above, the due date of possession is to be calculated from the date of execution of buyer's agreement i.e., 24.09.2013 and the said time period of 36 months has not been extended by any competent authority. Therefore, the due date of possession is calculated from the date of execution of buyer's agreement and the said time period of 36 months expired on 24.09.2016. As far as grace period is concerned, the same is

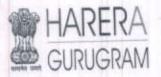
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disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 24.09.2016.

- 24. The respondent has obtained the occupation certificate on 09.05.2022. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 24.09.2013 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 24.09.2013 to hand over the possession within the stipulated period.
- 25. 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 was granted by the competent authority on 09.05.022. The respondent offered the possession of the unit in question to the complainant only on 12.05.2022. So, it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. 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. 24.09.2016

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till the date of offer of possession (12.05.2022) plus two months i.e., 12.07.2022. The complainant is further directed to take possession of the allotted unit after clearing all the dues within a period of 2 months and failing which legal consequences as per the provisions of the Act will follow.

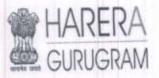
- 26. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.75% p.a. w.e.f. 24.09.2016 till the date of offer of possession (12.05.2022) plus two months i.e., 12.07.2022; as per provisions of section 18(1) of the Act read with rule 15 of the Rules.
- G. II Direct the respondent to pay input tax credit on the GST amount paid to the complainant
- 27. The complainants submitted that the respondent has not passed any benefit of GST input tax credit in their favour. It is observed that as per table above the due date of handing over of possession was 24.09.2016 whereas the incidence of GST came into operation thereafter on 01.07.2017. The authority has upheld the issue in complaint no. 4031/2021, titled as Varun Gupta Vs. M/s Emaar MGF Land Limited that the allottee cannot be burdened to discharge a liability which had accrued solely due to respondent's own fault in delivering timely possession of the flat. The respondent is directed to furnish details of GST paid and input tax credit thereon. It is further directed to pass on the benefit of input tax credit as per applicable laws.

Directions of the authority H.

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- 28. 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 shall pay interest at the prescribed rate i.e., 10.75 % per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 24.09.2016 till the date of offer of possession (12.05.2022) plus two months i.e., 12.07.2022; as per proviso to section 18(1) of the Act read with rule 15 of the rules.
  - II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.75 % 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.
  - III. The respondent is further directed to issue fresh statement of account after adjusting delay possession charges alongwith benefit of input tax credit.
  - IV. The complainants are directed to pay outstanding dues, if any remains after adjusting delay possession interest within 30 days and the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of buyer's agreement within next 30 days and if no dues remain outstanding, the possession shall be handed over within four weeks from date of this order.



Vijay Kumar Goyal

- V. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
- VI. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement. The respondent is not entitled to charge holding charges from the complainant/ allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.
- 29. Complaint stands disposed of.
- 30. File be consigned to registry.

Member Haryana Real Estate Regulatory Authority, Gurugram

HARERA

Dated: 27.07.2023