

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

Complaint no. :	7214 of 2022
Date of complaint :	06.12.2022
Order pronounced on:	19.10.2023

Prafulla Kumar  
R/o: - 374, 2<sup>nd</sup> floor, Sector 40, Gurgaon, Haryana.

**Complainant**

Versus

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

**Respondent**

**CORAM:**  
Sh. Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Nitin Jaspal (Advocate)  
Sh. Rahul Bhardwaj (Advocate)

Complainant  
Respondent

**ORDER**

1. 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

Rules and regulations made thereunder or to the allottee 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	Registered 23 of 2019 dated 01.05.2019
4.	<b>DTPC License no.</b>	81 of 2011 dated 16.09.2011
	Validity upto	15.09.2024
	Licensed area	11.9 Acre
5.	Unit no.	20A, 20 <sup>th</sup> floor, tower 3 (As per page no. 20 of complaint)
6.	Unit measuring	1690 sq. ft. (As per page no. 20 of complaint)
7.	Allotment Letter	10.09.2012 (As per page no. 11 of reply)
8.	Date of execution of floor buyer's agreement	04.02.2014
9.	Possession clause	<p><b>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. 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.</b></p> <p><b>(Emphasis supplied).</b></p>



10.	Subsequent allottee	20.02.2014 (annexure R3 of reply)
11.	Due date of possession	04.02.2017 (Calculated from the date of buyer's agreement) <b>Grace period not allowed</b>
12.	Total sale consideration	Rs. 94,74,600/- (As per payment plan, page no. 21 of complaint)
13.	Total amount paid by the complainants	<b>Rs. 90,58,957/-</b> (as per applicant ledger, page 46 of complaint)
14.	Occupation certificate dated	09.05.2022 (As per page no. 47 of reply)
15.	Offer of possession	14.05.2022 (As per page no. 50 of reply)
16.	Grace period utilization	As per the clause for possession, the developer shall be entitled to a grace period of 90 days, after the expiry of thirty-six-month (36) months or such extended period for applying and obtaining the occupation certificate in respect of the group housing complex. The promoter has not applied for occupation certificate within the time limit prescribed in the builder buyer agreement. As per the settled law one cannot be allowed to take advantage of his own wrong. Therefore, the grace period is not allowed.

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- I. That the original allottee purchased a unit bearing no. 20A, tower-3, situated at 20th floor in Group Housing Project namely "The Leaf", SS City, Gurugram, Haryana having tentative super area of 1690 sq. fts vide allotment letter dated 10.09.2012 on the terms and conditions mentioned in the said allotment letter. The original allottee paid a sum

- of Rs.7,50,0000/- towards booking on behalf of said property at the said Group Housing Project. A buyers agreement dated **04.02.2014** was executed between the respondent and the original allottee. The said unit was for a basic sale price of Rs. 4,800/- per sq. feet of super area i.e. total of Rs. 94,74,600/-, hereinafter referred to as basic sale price and other charges such as development charges, PLC and club membership charges, car parking charges etc. The original allottee had opted for the construction linked payment plan. The aforementioned property was later sold by original allottee to the complainant as per agreement to sell later respondent transferred the said unit in favour of complainant.
- II. That as per clause 7.2 (b) of the builder buyer agreement the respondent has agreed to deliver the possession of the said unit with period of 36 months from the date of signing of flat buyer agreement and the allottee further agrees and understands that the company would additionally be entitled to period of 90 days (grace period) after the expiry of said commitment period to allot for a unforeseen delays beyond the control of the company.
- III. That the respondent has received an amount of Rs.90,58,957/-till today as per account ledger dated 05.11.2022 and certain amount is to be paid by the complainant to the respondent on receipt of occupation certificate/offer of possession which is not as per buyer's agreement. There is no default in payment by the complainant to the respondent as per payment plan. The complainant has already fulfilled its obligation of buyers' agreement but the respondent has miserably failed to fulfill its obligation as per said agreement.
- IV. That the notice of offer of possession has been given by the respondent to the complainant on 19.05.2022. There is an unreasonable delay of



about 6 years in offering possession of the unit by the respondent to the complainant. It is a settled law that if there is delay in handing over the possession of the unit then the complainant has liberty either to take possession of the unit or to seek refund of its amount with interest and delayed compensation.

- V. That despite receiving of all payment of the demands raised by the respondent for the said unit and despite repeated requests and reminders over phone calls and personal visits of the complainants, the respondent sent a notice for possession only on 19.05.2022 along with illegal demands which were never agreed and also are not the part and parcel of the agreement which clearly shows that ulterior motive of the respondent to extract money from the innocent people fraudulently.
- VI. That on the ground of parity and equity the complainant is entitled to possession and delayed charges with same rate of interest i.e. at the prevailing rate of interest for 6years of delay. Moreover, the act and conduct of the respondent have caused a lot of mental pain, agony and harassment and huge financial loss to the complainant.

**C. Relief sought by the complainant:**

4. 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 not to charge anything which are not the part of buyer's agreement.
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.**

6. The respondent has contested the complaint by filing reply on the following grounds: -
- i. That the unit in question was allotted to one Ms. Deepika Yadav, in September 2012 the original allottee vide an allotment letter dated 10.09.2012, a unit bearing no. 20-A, building A, tower no. 3, having super area 1690 sq.ft. in the residential project developed by the respondent known as "The Leaf" situated in Sector 85, Village Sihi, Tehsil Manesar, District Gurgaon, Haryana.
  - 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 buyer's agreement to be executed between the parties. Thereafter, on 04.02.2014, the buyer's agreement was executed between the complainant, in view of which the original allottee booked the said unit for an amount of Rs. 94,74,600/- at the basic price of Rs. 4800/- per sq.ft. and PLC of 150/- per sq.ft. EDC of Rs. 355 per sq.ft. and IDC of RS. 35/- per sq.ft. to be payable as per the payment plan.
  - iii. That the complainant is a subsequent allottee who had shown his interest in allotment of a unit in the respondent's project. The complainant approached the original allottee and the original allottee agreed to transfer the allotment of the said unit to the complainant. Subsequently based on the affidavit submitted by the original allottee dated 20.02.2014, and the respondent endorsed the allotment of the said unit. Thus the said unit was transferred in favour of the complainant.
  - iv. That at the time of transfer of the allotment and endorsement of the unit buyer's agreement dated 04.02.2014, as consented by the

A



complainant, he was well aware of the stage of the construction of the project and seen willingly opted to endorse the said agreement with the respondent. The complainant is a habitual defaulter who has never paid his instalments on time and was always served with the reminder notices for the same. He defaulted in making payments towards the agreed sale consideration of the unit right after the transfer of unit in his favour.

- v. That the complainants have no cause of action to file the complaint as the complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement dated 04.02.2014 between the respondent and the complainant. The complainants were investors and have booked the unit in question to yield gainful returns by selling the same in the open market. The complainants does not come under the ambit and scope of the definition an allottee under section 2(d) of the Act, as the complainants are investors and booked the unit in order to enjoy the good returns from the project.
- vi. That the complainant is attempting to raise issues at a belated stage, attempting to seek modification in the agreement entered between the parties in order to acquire benefits to which the complainant is not entitled in the least. In addition, the issues raised in the complaint by the complainant are not only baseless but also demonstrate an attempt to arm twist the answering respondent into succumbing to the pressure so created by the complainant in filing this frivolous complaint before the Authority and seeking the relief which the complainant is not entitled to.

A



- vii. That the construction of the project was within the timeline as stipulated in the buyer's agreement dated 04.02.2014 and accordingly, the complainant was supposed to pay the instalment of the said unit by way of construction linked payment plan. However, the respondent from the moment of transfer of unit 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 them the demand notice to clear the outstanding bills.
- viii. That it is further submitted that the project is complete in all aspects at present, the respondent has received the occupation 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.
- ix. That vide an offer of possession letter dated 14.05.2022 and an email dated 19.05.2022, the respondent offer the possession of the apartment to the complainant and invited them to take possession of their unit as the respondent had received the occupation certificate and the complainant's unit was ready for possession. But the respondent's shock the complainant did not come forward to take the said possession for the reasons best known to them. However, it is pertinent to mention here that at the time of applying for transfer letter to the respondent the complainant was well aware of the stage of the construction of the project, but even then he willingly opted to continue with the project. The acts of the complainant clearly exhibit the mala fide intentions and further establish the fact that the

14





complainant is an investor and booked the unit to yield gainful returns by selling it in the open market.

- x. That the complainants have also concealed from the authority that the respondent being a customer centric company has always addressed the concerns of the complainants and had requested the complainants telephonically time and again to visit the office of the respondent to amicably resolve the concerns of the complainants. However, notwithstanding several efforts made by the respondent to attend to the queries of the complainants to their complete satisfaction, the complainants erroneously proceeded to file the present vexatious complaint before the authority against the respondents.
  - xi. That the complainants thus, have approached the authority with unclean hands and has suppressed and concealed material facts and proceedings which have a direct bearing on the very maintainability of the purported complaint and if there had been disclosure of these material facts and proceedings, the question of entertaining the purported complainant would not have arisen.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

**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**

A✓

8. 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**

9. 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) 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.*

10. 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 complainants at a later stage.

**F. Findings on the objections raised by the respondent.**

**F.I Objection regarding the complainant being investor.**

11. The respondent has taken a stand that the complainant is the investor and not consumer. Therefore, they are not entitled to the protection of

A ✓

the Act and are not entitled to file the complaint under section 31 of the Act. The respondent also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumer of the real estate sector. The authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumer of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims & objects of enacting a statute but at the same time the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the apartment buyer's agreement, it is revealed that the complainant is buyer and paid total price of Rs. 90,58,957/- to the promoter towards purchase of an apartment in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

*2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.*

12. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the apartment application for allotment, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of

A

the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as *M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.* has also held that the concept of investor is not defined or referred to in the Act. Thus, the contention of the promoter that the allottees being investors are not entitled to protection of this Act also stands rejected.

**G. Findings on the relief sought by the complainants.**

**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. In the present case in hand the complainants are subsequent allottees. The said unit was transferred in the favour of the complainants on 20.02.2014 i.e., before the due date of handing over of possession (04.02.2017) of the allotted unit. As decided in *complaint no. 4031 of 2019 titled as Varun Gupta Vs. Emaar MGF Land Limited*, the authority is of the considered view that in cases where the subsequent allottee had stepped into the shoes of original allottee before the due date of handing over possession, the delayed possession charges shall be granted w.e.f. due date of handing over possession.
14. The complainant is admittedly the allottee of respondent/builder for a total sum of Rs. 94,74,600/-. A buyer's agreement was executed between the parties in this regard on 04.02.2014. The due date for completion of the project was fixed as 04.02.2017. So, in this way, the complainant paid a total sum of Rs. 90,58,957/- against the allotted unit. The occupation certificate of the project was received on 09.05.2022 and the possession was offered to the complainant on 14.05.2022.

A ✓

15. The complainant 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. Clause 7.2 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

*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*

17. 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 complainant 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.

A ✓

18. 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 buyer 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.
19. **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 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 04.02.2017.
20. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges.

However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the 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 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.

21. 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.
22. 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., 19.10.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.
23. The definition of term 'interest' as defined under section 2(z a) 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.*

A

(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;"*

24. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.75% by the respondents/ promoters which is the same as is being granted to them in case of delayed possession charges.
25. 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 7.2 of the agreement, 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., 04.02.2014 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 04.02.2017. As far as grace period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 04.02.2017.
26. 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 04.02.2014





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 04.02.2014 to hand over the possession within the stipulated period.

27. 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 09.05.2022. The respondent offered the possession of the unit in question to the complainant only on 14.05.2022. 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. 04.02.2017 till the date of offer of possession (14.05.2022) plus two months i.e., 14.07.2022. 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.
28. 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 @ 10.75% p.a. w.e.f. 04.02.2017 till the date of offer of possession (14.05.2022) plus two months i.e., 14.07.2022; as per provisions of section 18(1) of the Act read with rule 15 of the Rules.

#### **H. Directions of the authority**

29. 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 at the prescribed rate i.e., 10.75 % per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 04.02.2017 till the date of offer of possession (14.05.2022) plus two months i.e., 14.07.2022; 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 complainant is 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

A

possession shall be handed over within four weeks from date of this order.

- IV. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement.
- V. 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.
30. Complaint stands disposed of.
31. File be consigned to registry.



V.1 - 3  
Vijay Kumar Goyal  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 19.10.2023**

**HARERA**  
**GURUGRAM**