

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

Complaint no. : 1677 of 2022
Complaint filed on : 28.04.2022
Date of decision : 16.11.2023

Jasmeet Singh R/O: - 219, Shivalik City, S.A.S. Nagar, Sector 127, Landran Road, Kharar, Punjab-140301	Complainant
Versus	
Shree Vardhman Infraheights Pvt. Ltd., 302, 3 rd floor, Indraprakash Building, 21- Barakhamba Road, New Delhi - 110001	Respondent

CORAM:	
Shri Vijay Kumar Goyal	Member

APPEARANCE:	
Complainant in person with Sh. Sushank Upadhaya, Advocate	Complainant
Sh. Gaurav Rawat Advocate	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 provision of the act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of 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.No.	Heads	Information
1.	Name and location of the project	"Shree Vardhman Victoria", village Badshapur, Sector-70, Gurugram
2.	Project area	10.9687 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no. and validity status	103 of 2010 dated 30.11.2010 valid upto 29.11.2020
5.	Name of the Licensee	Dial Softek Pvt. Ltd. and others
6.	RERA registered/ not registered and validity status	Registered Registered vide no. 70 of 2017 dated 18.08.2017 Valid upto 31.12.2020
7.	Unit no.	906, tower-H
8.	Unit admeasuring	1300 sq. ft.
9.	Date of flat buyer's agreement	06.09.2013
10.	Payment plan	Construction linked payment plan
11.	Total consideration	Rs.69,94,000/- (Basic price of the unit-page 18 of reply) Rs. 87,34,881/- (page 89A of reply)
12.	Total amount paid by the complainant	Rs. 79,67,665/- (confirmed by both the parties during proceeding dated 20.07.2023)
13.	Possession clause	14(a) The construction of the flat is likely to be completed within a period of 40 months of commencement of construction of the particular tower/ block in which the subject flat is

		located with a grace period of 6 months , on receipt of sanction of the building plans/ revised plans and all other approvals subject to force majeure including any restrains/ restrictions from any authorities, non-availability of building materials or dispute with construction agency/ workforce and circumstances beyond the control of company and subject to timely payments by the buyer(s) in the said complex. (Emphasis supplied)
14.	Date of commencement of construction	13.10.2014 (as stated by respondent at page 89A of reply)
15.	Due date of delivery of possession	13.02.2018 + 6 months grace period i.e., 13.08.2018 (Calculated from the date of commencement of construction)
16.	Occupation certificate	13.07.2022 (page 155-157 of reply)
17.	Offer of possession	14.07.2022 (page 42 of CRA)
18.	Grace period utilization	Grace period is allowed in the present complaint.

B. Facts of the complaint

- I. That in the year 2012, the respondent through its directors and officials represented to the complainant that respondent is developing a residential project in the name of Shree Vardhman Victoria situated at Village Badshahpur, Sector-70, Gurgaon, Haryana. The respondent through its directors and officials also represented at that time that the said residential project would be clubbed with all the modern facilities and amenities and possession of the said flat would be handed over within a period of 40 months.
- II. That on the basis of the representations and promises made by the respondent through its directors and officials, the complainant booked

a residential flat no. 906, tower-H in the project Shree Vardhman Victoria situated at Village Badshahpur, Sector-70, Gurgaon, Haryana, admeasuring 1300 sq. ft. comprising of 2 bed room, 2 toilets, one drawing-cum-dining room, one study room, one kitchen and balconies with the respondent. The basic sale price of the said residential flat was agreed at Rs.69,94,000/- @ Rs.5,380/- per sq.ft. alongwith the additional charges i.e., Rs.1,25,000/- as membership fee for recreational club, Rs.1,50,000/- for car parking, Rs 3,90,000/- as (@Rs.300 per sq. ft.) for EDC + IDC per sq. Ft. Rs.2,60,000/-(@ Rs.200per sq. Ft.) as EEC/FFC. The payment is to be made by the complainant as per the construction link plan.

- III. In this regard, a buyer agreement dated 06.09.2013 was also signed and executed between the complainant and the respondent wherein it was inter-alia recorded that the complainant had already paid an advance payment of Rs.24,47,900/-. As per the terms and conditions of the said agreement the construction of the said flat was to be completed within a period of 40 months along with a grace period of 6 months and within that stipulated time the respondent has to hand over the possession of the said residential flat to the complainant.
- IV. That the total basic sale price of Rs.69,94,000/-against which the complainant has paid an amount of Rs.79,67,665/-which is equivalent to almost 114% of the basic sale price and also respondent is liable to pay the interest thereupon @ 8.75% p.a. from the date of respective payments which comes to Rs.47,22,438/- calculated upto the date of filing of the present complaint i.e. 11.04.2022 and future interest till the payment is made.
- V. That the respondent literally failed to complete the aforesaid project within a stipulated time and till date the construction of the said

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project is not completed and the possession of the said residential flat has not been handed over to the complainant as per the agreed terms mentioned herein above.

- VI. That the complainant have been requesting the respondent from time to time to hand over the possession of the said residential flat, however, every time it is being said to the complainant by the respondent through its directors and officials that they would complete the said project very soon and hand over the possession. However, all the said promises and representations made by the respondent through its directors and officials turned out to be false and till date the respondent has failed to hand over the possession of the said residential flat to the complainant.
- VII. That the respondent through its directors and officials have cheated and defrauded the complainant by taking huge money of Rs.79,67,665/- by making false representation that the respondent would hand over the possession of the said residential flat to the complainant within a period of 40 months. However, about 10 years have passed and till date the respondent not handed over the possession of the said residential flat to the complainant. The respondent through its directors and officials sent a letter dated 14.01.2020 to the complainant mentioning therein that the possession of tower-H as aforesaid would be handed over to the complainant by the end of June, 2020, however, the said letter also turned out to be false and even till date the respondent has not handed over the possession of the said residential flat to the complainant. Similar communication vide email dated 17.09.2021 was sent inter-alia stating therein that the occupation certificate of the project would be

issued in a month or two however the said promise also turned false and even till date possession has not been offer to the complainant.

VIII. That the complainant sent legal notice dated 01.02.2022 to the respondent through its counsel by speed post and email which was duly served upon the respondent. However the respondent neither adhered the legal demands of the complainant nor to reply the said legal notice.

C. Relief sought by the complainant:

3. The complainant has sought following relief(s):

1. Direct the respondent to refund the entire amount paid by the complainant along with prescribed rate of interest from the date of respective deposits till its actual realisation in accordance with the provisions of the Act;

- But vide order dated 20.07.2023, the counsel for the complainant stated that he wishes to continue in the project and seeks possession of the unit alongwith delay possession charges at the prescribed rate and requested to file an application for amending the relief and counsel for the respondent assured to supply account statement after adjusting delayed possession charges at the prescribed rate of interest from the due date of possession till offer of possession plus two months and no charges shall be demanded/levied which are not part of BBA.
- On 07.08.2023, the counsel for the complainant filed an application in the Authority for amendment of relief which is from refund to possession and delayed possession charges and subsequently vide proceeding dated 16.11.2023, the application was allowed.

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D. Reply by the respondent

4. The present complaint filed under Section 31 of the Real Estate “**RERA Act**” is not maintainable under the said provision. The respondent has not violated any of the provisions of the Act. As per rule 28(1) (a) of Rules, a complaint under section 31 of Act can be filed for any alleged violation or contravention of the provisions of the Act after such violation and/or contravention has been established after an enquiry made by the Authority under Section 35 of Act. In the present case no violation/contravention has been established by the Authority under Section 35 of Act and as such, the complaint is liable to be dismissed.
5. The complainant has sought reliefs under section 18 of the Act, but the said section is not applicable in the facts of the present case and as such, the complaint deserves to be dismissed. It is submitted that the operation of Section 18 is not retrospective in nature and the same cannot be applied to the transactions which were entered prior to the Act came into force. The complaint as such cannot be adjudicated under the provisions of Act.
6. That the expression “**agreement to sell**” occurring in Section 18(1)(a) of the RERA Act covers within its folds only those agreements to sell that have been executed after RERA Act came into force and the FBA executed in the present case is not covered under the said expression, the same having been executed prior to the date the Act came into force.
7. It is submitted without prejudice to above objection, in case of agreement to sell executed prior to RERA coming into force, the dates

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for delivery of possession committed therein cannot be taken as trigger point for invocation of Section 18 of the Act. When the parties executed such agreements, section 18 was not in picture and as such the drastic consequences provided under section 18 cannot be applied in the event of breach of committed date for possession given in such agreements. On this ground also, the present complaint is not maintainable.

8. That the buyer's agreement executed in the present case did not provide any definite date or time frame for handing over of possession of the flat to the complainant and on this ground alone, the refund and/or compensation and/or interest cannot be sought under RERA Act. Even clause 14 (a) of the FBA merely provided a tentative/estimated period for completion of construction of the Flat and filing of application for Occupancy Certificate with the concerned Authority. After completion of construction, the respondent was to make an application for grant of occupation certificate (OC) and after obtaining the OC, the possession of the flat was to be handed over.
9. The relief sought by the complainant is in direct conflict with the terms and conditions of the buyer's agreement and on this ground alone, the complaint deserves to be dismissed. The complainant cannot be allowed to seek any relief which is in conflict with the said terms and conditions of the buyer's agreement. It is submitted that delivery of possession by a specified date was not essence of the buyer's agreement and the complainant was aware that the delay in completion of construction beyond the tentative time given in the contract was possible. Even the

buyer's agreement contain provisions for grant of compensation in the event of delay. As such, it is submitted without prejudice that the alleged delay on part of respondent in delivery of possession, even if assumed to have occurred, cannot entitle the complainant to ignore the agreed contractual terms and to seek interest and/or compensation on any other basis. It is submitted without prejudice that the alleged delay in delivery of possession, even if assumed to have occurred, cannot entitle the complaint to rescind the buyer's agreement under the contractual terms or in law. It is submitted that issue of grant of interest/compensation for the loss occasioned due to breach committed by one party of the contract is squarely governed by the provisions of section 73 and 74 of the Contract Act, 1872 and no compensation can be granted de-hors the said sections on any ground whatsoever. A combined reading of the said sections makes it amply clear that if the compensation is provided in the contract itself, then the party complaining the breach is entitled to recover from the defaulting party only a reasonable compensation not exceeding the compensation prescribed in the contract and that too upon proving the actual loss and injury due to such breach/default. On this ground, the compensation, if at all to be granted to the complainant, cannot exceed the compensation provided in the contract itself.

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

E. Jurisdiction of the authority

11. 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

12. 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

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

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

14. 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

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which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the objections raised by the respondent

F.I Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act

15. The contention of the respondent is that authority is deprived of the jurisdiction to go into the interpretation or rights of the parties inter-se in accordance with the flat buyer's agreement executed between the parties and no agreement for sale as referred to under the provisions of the act or the said rules has been executed inter se parties. The authority is of the view that the act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the act. Therefore, the provisions of the act, rules and agreement have to be read and interpreted harmoniously. However, if the act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the act and the rules after the date of coming into force of the act and the rules. Numerous provisions of the act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)** decided on 06.12.2017 which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent

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be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

16. Further, in appeal no. 173 of 2019 titled as ***Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya***, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal observed- as under

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

17. The agreements are sacrosanct save and except for the provisions which have been abrogated by the act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules, statutes, instructions, directions issued thereunder and are not unreasonable or exorbitant in nature. Hence, in light of the

above-mentioned reasons, the contention of the respondent w.r.t. jurisdiction stands rejected.

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

18. 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”.*

19. Clause 14(a) of the flat buyer's agreement, provides for handing over possession and the same is reproduced below:

14(a) The construction of the flat is likely to be completed within a period of 40 months of commencement of construction of the particular tower/ block in which the subject flat is located with a grace period of 6 months, on receipt of sanction of the building plans/ revised plans and all other approvals subject to force majeure including any restrains/ restrictions from any authorities, non-availability of building materials or dispute with construction agency/ workforce and circumstances beyond the control of company and subject to timely payments by the buyer(s) in the said complex.

20. 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.

21. 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 residential, 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.

22. **Admissibility of grace period:** The respondent promoter has proposed to handover the possession of the unit within a period of 40 months of commencement of construction of the particular tower/block in which the subject flat is located and has sought further extension of a period of 6 months, on receipt of sanction of the building plans/revised plans and all other approvals subject to force majeure including any restrains/restrictions from any authorities, non-availability of building

materials or dispute with construction agency/workforce and circumstances beyond the control of company and subject to timely payments by the buyer(s) in the said complex. It may be stated that asking for the extension of time in completing the construction is not a statutory right nor has it been provided in the rules. This is a concept which has been evolved by the promoters themselves and now it has become a very common practice to enter such a clause in the agreement executed between the promoter and the allottee. In the present case, the said extension of 6 months on account of grace period is not incidental to happening of any particular event/circumstances. They have been certain circumstances beyond the control of respondent on account of which extension has been asked by the respondent. In view of present situation and to balance the rights of both the parties, the Authority is of considered view that grace period of 6 months to be allowed to the promoter. Therefore, the due date of possession comes out to be 13.08.2018. But is pertinent to mention herein that no period over and above the grace period of six months shall be given to the promoter.

23. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate, 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.

24. 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.

25. 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., 16.11.2023 is 10.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.

26. The definition of term 'interest' as defined under section 2(za) of the act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

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



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

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

27. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.75% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

28. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the act by not handing over possession by the due date as per the agreement. By virtue of clause 14(a) of the agreement executed between the parties on 06.09.2013, the possession of the subject flat was to be delivered within stipulated time i.e., by 13.02.2018. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over of possession comes out to be 13.08.2018.

29. The respondent has obtained the occupation certificate on 13.07.2022. 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 06.09.2013 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 06.09.2013 to hand over the possession within the stipulated period.

30. 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 13.07.2022. The respondent offered the possession of the unit in question to the complainant only on 14.07.2022. 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. 13.08.2018 till offer of possession (14.07.2022) plus two months i.e., 14.09.2022. 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.

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31. Accordingly, the non-compliance of the mandate contained in section 11(4) (a) read with proviso to section 18(1) of the act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 13.08.2018 till offer of possession i.e., 14.07.2022 plus two months 14.09.2022 at prescribed rate i.e., 10.75% p.a. as per proviso to section 18(1) of the act read with rule 15 of the rules.

H. Directions of the authority

32. 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 delayed possession charges at the prescribed rate of interest i.e., 10.75% p.a. for every month of delay on the amount paid by complainant to it from the due date of possession i.e., 13.08.2018 till offer of possession (14.07.2022) plus two months i.e., 14.09.2022.
- ii. The respondent is directed to issue a revised account statement after adjustment of delay possession charges as per above within 30 days and thereafter the complainant is directed to pay outstanding dues, if any, within next 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.
- iii. The complainant is also directed to take possession of the allotted

- unit and pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The arrears of such interest accrued from due date of possession till its admissibility as per direction (i) above shall be paid by the promoters to the allottee within a period of 90 days from date of this order as per rule 16(2) of the rules.
- v. The rate of interest chargeable from the allottee, in case of default shall be charged at the prescribed rate i.e., 10.75% by the respondent/promoters which is the same rate of interest which the promoters shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- vi. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement.
33. Complaint stands disposed of.
34. File be consigned to registry.


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 16.11.2023