

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

**Complaint no.** 159 of 2022  
**Ordre reserved on:** 10.08.2023  
**Order pronounced on:** 28.09.2023

Narender Kumar  
S/o Sh. Mahender Singh  
R/o: - Village Gadania, P.O., Bairawas, Tehsil & District  
Mahendergarh, Haryana

**Complainant**

**Versus**

M/s Forever Buildtech Private Limited  
**Regd. Office at:** 1102, 11<sup>th</sup> Floor, Block-A, Signature  
Tower, South City, Gurugram Haryana

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

Member

**APPEARANCE:**

Sh. Hemant Phogat (Advocate)

Sh. Neeraj Kumar (Advocate)

Complainant

Respondent

**ORDER**

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the 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 Roselia" Sector- 95A, Gurugram	
2.	Project area	8.034 area	
3.	Nature of project	Affordable Group Housing Project	
4.	DTPC License no.	13 of 2016 dated 26.09.2016 valid up to 30.10.2023	
5.	Name of licensee	Forever Buildtech Pvt. Ltd.	
6.	RERA registered/not registered	Registered vide no. 05 of 2017 dated 20.06.2017	
7.	RERA registration valid upto	17.05.2021	
8.	Date of approval of building plans	09.01.2017 [As per annexure R-2, at page no. 18 of the reply]	
9.	Date of grant of environment clearance	18.05.2017 [As alleged by the respondent in its reply at page no. 5 of the reply]	
10.	Unit no.	0403, 4 <sup>th</sup> floor, tower/block B, (As per annexure C-3, page no. 3 of the agreement to sell annexed with the complaint)	
11.	Unit measuring	<b>Carpet area</b>	<b>Balcony area</b>





		514.272 sq. ft.	79.923 sq. ft.
12.	Allotment letter	05.07.2017 (Page no. 23 of the complaint)	
13.	Date of execution of tripartite agreement	12.07.2017 (Page no. 26 of the complaint)	
14.	Date of execution of flat buyer's agreement	24.07.2017 (As on that date the agreement to sell was registered before the sub-registrar Harsaru) (Page no. 11 of the complaint)	
15.	Possession clause	5. Possession 5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allotee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and-Allotee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the <b>Developer shall offer possession of the Said Flat to the Allotee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.</b>	

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16.	Due date of possession	18.11.2021  [Note: - Calculated from date of approval of environment clearance being later i.e., 18.05.2017 as per policy, of 2013, which comes out to be 18.05.2021 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]
17.	Basic sale consideration	Rs.20,97,050/-  (As per payment plan at page no. 6 of the agreement to sell annexed with the complaint)
18.	Total sale consideration	Rs.23,21,649/-  (As per customer ledger dated 04.10.2021 at page no. 57 of the complaint)
19.	Total amount paid by the complainant	Rs.22,96,268/-  (As per customer ledger dated 04.10.2021 at page no. 57 of the complaint)
20.	Occupation certificate	06.05.2022  (Downloaded from the website of the tcpharyana.gov.in)
21.	Offer of possession	14.05.2022  (As per annexure R-13, at page no. 61 of the reply)
22.	Possession Certificate	29.08.2022  (As per additional document field by the respondent company)
23.	Delay in handing over possession from the due date of possession till	7 months and 26 days



offer of possession (14.05.2022) + 2 months i.e., 14.07.2022	
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**B. Facts of the complaint**

3. The complainant has made the following submissions: -

- I. That, after going through advertisement published by respondent in the newspapers and as per the brochure/prospectus provided by respondent, the complainant has applied for the allotment of a flat in the project vide his application No.000699 dated 13.02.2017.
- II. That, pursuant to the application, the draw of lots held on 19.06.2017 in the presence of the officials of DG, TCP/DC, Gurugram and a flat bearing no. 403 in block /tower - B, having a carpet area of 514.272 sq. ft. on 4<sup>th</sup> floor and balcony area 79.923 sq. ft., in the project the Roselia, fallen in Sector-95A, Village Wazirpur, District Gurugram, Haryana (with two wheeler open parking was allotted to him in terms of the policy against a total cost of Rs.20,97,050/-.
- III. The respondent is in right to exclusively develop, construct and build residential building, transfer or alienate the unit's floor space and to carry out sale deed, agreement to sell, conveyance deeds, letters of allotments etc.
- IV. That, a tripartite agreement dated 31.07.2017 between complainant, respondent and Housing Development Finance Corporation Limited was

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executed, wherein the complainant approached the HDFC Limited for a loan of Rs.18,90,000/- against the said flat.

- V. That, at the time of allotment of the said flat, it was represented to the complainant by respondent that it would execute the flat buyer's agreement within a week from the date of allotment and ultimately, it was executed on 01.08.2021. Further, as per clause 5 of the flat buyer's agreement, the respondent was under legal obligation to handover the possession of the flat within 4 fours from the date approval of building plan or grant of environmental clearance, whichever is later.
- VI. That, it is evident from the clause-C of the flat buyer's agreement, where the respondent was granted the approval from DGTCP, Haryana, Chandigarh vide memo No. ZP-1131/SD(BS)/2016/479 dated 09.01.2017 in relations to the building plans of the project, as to which the date of possession was due on 01.01.2021.
- VII. The respondent illegally and unlawfully has imposed a penalty of Rs.1,23,993/- upon the complainant on account of delayed payment by him. However, the said penalty imposed upon complainant by the respondent on the fault of the respondent itself, because the Bank has to disburse the payment to the respondent in accordance with the construction linked plan but respondent did not carry the construction of project as per the slab and time scheduled, due to which the Bank hold the payment and intimated the complainant through e-mail dated 12.06.2020 with remarks "Maximum we are releasing demands of stage



within 24 months beyond which the work has not progressed as yet, which is why the demands are hold currently.”

VIII. That the complainant made the respondent aware about the same and requested the respondent not to impose penalty because there is no fault on the part of complainant, while that it is fault of respondent, which is not constructing the project in terms of time schedule as promised by the respondent and in accordance with the tripartite agreement.

IX. That, as per clause – 6.2(i) of the agreement, it is clear as crystal that in case of default by the developer under the conditions listed above in clause 6.1 the allottee shall be entitled to the following: -

*(i) Stop making further payment to developer as demanded by developer. If the allottee(s) stop making payments, the Developer shall correct the situation by completing the construction milestone and only thereafter the allottee(s) be required to make the next payment without any penal interest.”*

That, from the said clause, it is ex-facilely implies that the respondent under any circumstances cannot impose any penalty on complainant on account of delayed payment, if any, that too because of fault on the part of respondent, due to which the project was delayed and inconsequence of which the Bank held the payment.

X. That the complainant visited the site during the course of construction and noticed and found that the construction work is delayed beyond the possession date and since then he has been trying to communicate to the respondent by visiting its office and through various modes including but not limited to telephonic conversations and personal approach etc.

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XI. That the complainant made and satisfied all the payments against the demands raised by the respondent and as on the date of filing of the present complaint, he has paid an amount of Rs.22,96,268/- against the total sale consideration.

XII. That the respondent has not completed the construction of the said real estate project till now and the complainant has not been provided with the possession of the said unit to the complainant despite promises and representation made by it. By committing delay in delivering the possession of the aforesaid unit, the respondent has violated the terms and conditions of the agreement and promises made at the time of booking of said flat.

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

4. The complainant has sought following relief(s):
  - I. Direct the respondent to pay the delayed possession charges till offer of possession of the said flat along-with prevailing interest as per the provisions of the Act.
  - II. Direct the respondent to waive off the interest imposed upon complainant by respondent on delayed payment.
  - III. Direct the respondent to pay Rs.30,000/- towards as litigation expenses.
5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

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

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- i. That the present reply is being signed and filed by Mr. Mintu Kumar, authorized representative of respondent company. He has been authorized vide authority letter to act, file reply, appear, prosecute or defend all actions and proceedings and to represent the respondent in the present the case, to make appeals, review, revision and to sign the pleadings, make admission/denials of facts/documents & submission of document(s) & record(s)/affidavit(s) on oath, to file any application or reply to application, to make/give notices or reply to the notices, to appoint lawyer(s) or attorney(s) or arbitrator(s) to make appearance on behalf of respondent before any court/ forum/ tribunal and to do all such acts, deeds and things as may be considered necessary.
- ii. That the environmental clearance was granted on 18.05.2017 and building plan was approved on 09.01.2017. As such, prima facie, possession period should be counted from the date of environmental clearance being later date. However, said building plan was revised on 06.07.2018 with the consent of the complainant. Accordingly, possession period finally should be counted from 06.07.2018 being later date. The consent of the complainant to revise the building plan was taken as prescribed by the direction of competent authority vide Memo No. Misc-2157/7/16/2006-2TCP Dated: 28.01.2013. It is pertinent to mention here that said direction emerges to be issued in exercise of the powers conferred under Section 9A of Haryana Development and Regulation of Urban Areas Act, 1975.

*[Handwritten signature]*



iii. That prior to the expiry of said period the deadly and contagious Covid-19 pandemic had struck. The same had resulted in unavoidable delay in delivery of physical possession of the apartment. In fact, Covid 19 pandemic was an admitted Force Majeure event which was beyond the power and control of the respondent. The entire world had struggled in its grapple with the Corona virus menace. The Novel Coronavirus had been declared as a pandemic by World Health Organization. On 14.03.2020, the Central Government had declared the pandemic as a "notified disaster" under the Disaster Management Act, 2005. The same had been recognized as a disaster threatening the country, leading to the invocation of The Disaster Management Act, 2005 for the first time on a national level. The 21-day national lockdown imposed by the Central Government to combat the spread of first wave of Covid-19, was the first-time provisions of the National Disaster Management Act, 2005. That in the first wave of Covid as many as 32 states and Union Territories had enforced lockdowns with some ordering a curfew as well. The lockdown meant that all rail and air services stood completely suspended. The outbreak had been declared an epidemic in almost all States of India including Haryana and union territories as well where provisions of the Epidemic Diseases Act, 1897 have been invoked, and educational institutions and almost all commercial establishments (except those providing necessities like groceries, medicine shops etc.) had been shut down.

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iv. That it is in public domain as widely reportedly that covid -19's second wave also hit badly "like a tsunami" not only in Haryana but also in rest of India and the world as well. The Government of Haryana imposed lockdown for different periods terming it as "Mahamari alert/Surakshit Haryana resulting slowdown of all activities of all offices within the state. It is pertinent to mention here that every phase of lockdown was not confined to the declared period and rather it also brings another two months delay in mobilization of construction activities at site once suspended due to certain reasons such as lack of human resources, availability of material etc. Despite all those hurdles, that occupation certificate has been obtained and possession has been offered to the complainant well within the agreed period/period allowed under the applicable.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and written submission made by both the parties.

**E. Jurisdiction of the authority**

8. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

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**E. I Territorial jurisdiction**

9. 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**

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

**Section 11**

.....

(4) 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.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be



decided by the adjudicating officer if pursued by the complainant at a later stage.

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

**F. I Objection regarding force majeure conditions:**

12. The respondent-promoter pleaded that though the due date for completion of the project and offer of possession of the allotted unit was fixed as 18.05.2021 as per buyer's agreement dated 24.07.2017 but due to outbreak of Covid 19, there was complete lockdown during the period March 2020 to different periods. Even the Government of Haryana termed that as Mahamari alert/ Surakshit Haryana resulting in slowdown of all the activities within the state even though the authority granted six months general extension with effect from 25.03.2020 to 24.09.2020 considering it as a force majeure event. That decision was taken pursuant to the advisory issued by the State Government as well as The Government of India. Due to Covid 19, it took some time to mobilize the labour as well as the construction material. Despite all that the construction of the project was completed and its occupation certificate was received on 06.05.2022. So, the respondent-builder be allowed extension in offer of possession of the project. Though the request made in this regard is being opposed on behalf of the complainant, but a judicial notice of the fact can be taken that due to Covid 19, there was complete lockdown for a number of days resulting in the labour moving to their native places and the construction activities coming to a standstill. Even that fact was taken into consideration and the authority allowed extension of the ongoing projects for a period of six months.

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13. The respondent also took a plea that the construction at the project site was delayed due to Covid-19 outbreak. In the instant complaint, the due date of handing over of possession comes out to be 18.05.2021 and grace period of 6 months on account of force majeure has already been granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent-builders. Also, a relief of 6 months will be given to the complainant/allottee and no interest shall be charged from him for the delayed payments if any, during the Covid period i.e., from 01.03.2020 to 01.09.2020.
14. So, keeping in view these facts, the due date for completion of the project and offer of possession of the allotted unit comes out to be 18.11.2021 (inadvertently mentioned as 18.05.2021 in the proceedings dated 10.08.2023).

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

**G. I Direct the respondent to pay the delayed possession charges till offer of possession of the said flat along-with prevailing interest as per the provisions of the Act.**

15. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

.....

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

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16. As per clause 51 of the flat buyer agreement provides for handing over of possession and is reproduced below: -

**5. POSSESSION**

**5.1** Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and-Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, ***the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.***

17. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are 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 allottees 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. The incorporation of such clause in the buyer developer agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused its dominant position





and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

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

However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under: -

**Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**

- (1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:  
Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

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., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 28.09.2023 is **8.75%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.75%**.

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21. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.
22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.75%** by the respondent /promoter which is the same as is being granted her in case of delayed possession charges.
23. On consideration of the documents available on record and submissions made by the parties regarding contravention as per 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 3.1 of the agreement executed between the parties on 24.07.2017, the possession of the subject apartment was to be delivered within stipulated time within 4 years from the date of approval of building plan i.e. (09.01.2017) or grant of environment clearance i.e. (18.05.2017) whichever is later. Therefore, the due date of handing over possession is calculated by the receipt of environment clearance dated 18.05.2017 which comes out to be 18.05.2021. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 18.05.2021 i.e., after 25.03.2020. Therefore, an

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extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession comes out to be 18.11.2021. Occupation certificate was granted by the concerned authority on 06.05.2022 and thereafter, the possession of the subject flat was offered to the complainant on 14.05.2022. 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 subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 24.07.2017 to hand over the possession within the stipulated period.

24. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 06.05.2022. 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. These 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession

practically she 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 till the expiry of 2 months from the date of offer of possession (14.05.2022) which comes out to be 14.07.2022.

25. 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 delayed possession at prescribed rate of interest i.e., 10.75 % p.a. w.e.f. 18.11.2021 till the expiry of 2 months from the date of offer of possession (14.05.2022) which comes out to be 14.07.2022 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

**G.II Direct the respondent to waive off the interest imposed upon complainant by respondent on delayed payment.**

26. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.75% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default as per section 2(za) of the Act.

**G.III Direct the respondent to pay Rs.30,000/- towards as litigation expenses.**

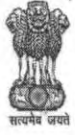
27. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled

as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

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

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 is directed to pay interest to the complainant against the paid-up amount 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., 18.11.2021 till 14.07.2022 i.e., expiry of 2 months from the date of offer of possession (14.05.2022). The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.
- ii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.75% by the respondent/promoter which is the same rate of interest which the



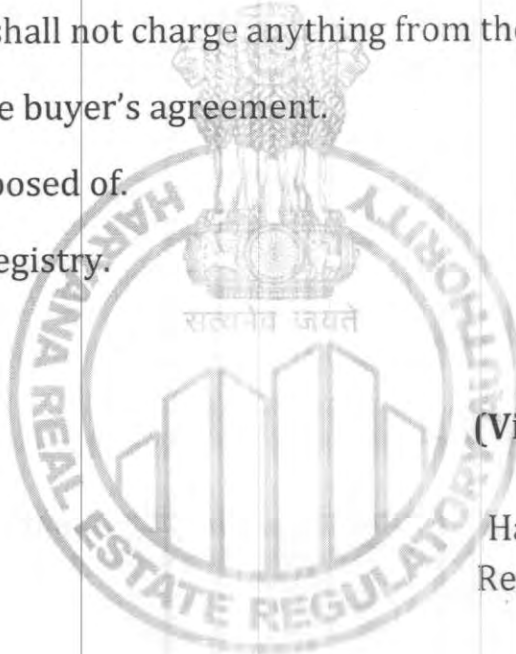
promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act. The benefit of grace period on account of Covid-19, shall be applicable to both the parties in the manner detailed herein above.

- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

29. Complaint stands disposed of.

30. File be consigned to registry.

Dated: 28.09.2023



*Vijay Kumar Goyal*  
**(Vijay Kumar Goyal)**

Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram