

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

Complaint no.	:	332 of 2021
Date of complaint:		12.02.2021
Date of decision	:	22.12.2023

1. Harsh Agarwal 2. Pooja Agarwal R/o: - Bellevueaan 185, Haarlem 2012 BX, Netherlands	Complainants
Versus	
Emaar India Limited Office: 306-308, Square One, C-2 District Centre, Saket, New Delhi - 110017	Respondent

CORAM:

Sanjeev Kumar Arora

Member**APPEARANCE:**

Sh. Sukhbir Yadav Advocate

Complainants

Sh. J.K. Dang Advocate

Respondent**ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Emerald Plaza" Sector 65, Gurugram, Haryana
2.	DTCP License no.	10 of 2009 dated 21.05.2009 valid upto 20.05.2019 Expired
3.	RERA registration	Not registered
4.	Unit no.	95, first floor , tower 20 admeasuring 462.07 sq. ft. [page 40 of complaint]
5.	Provisional allotment letter dated	04.01.2010 [page 40 of complaint]
6.	Date of execution of buyer's agreement	17.05.2010 [page 45 of complaint]
7.	Possession clause	16. POSSESSION (a) Time of handing over the possession That the possession of the Retail Spaces in the Commercial Complex shall be delivered and handed over to the Allottee(s), within thirty (30) months of the execution hereof, subject however to the Allottee(s) having strictly complied with all the terms and conditions of this Agreement and not being in default under any provisions of this Agreement and all amounts due and payable by the Allottee(s) under this Agreement having been paid in time to the Company. The Company shall give notice to the Allottee(s), offering in writing, to the Allottee to take possession of the Retail Spaces for his occupation and use ("Notice of Possession"). (in) The Allottee(s) agrees and understands that the Company shall be

		entitled to a grace period of one hundred and twenty (120) days over and above the period more particularly specified here-in-above in sub-clause (a)() of clause 16, for applying and obtaining necessary approvals in respect of the Commercial Complex. (Emphasis supplied) [Page 54 of complaint]
8.	Due date of possession	17.03.2013 17.11.2012 + 4 months of grace period [Note: Grace period is included]
9.	Total consideration as per statement of account dated 28.12.2020 at page 141 of complaint	Rs. 37,92,844/-
10.	Total consideration as per statement of account dated 28.12.2020 at page 142 of complaint	Rs.38,09,005/-
11.	Occupation certificate	08.01.2018 (Page 84 of complaint)
12.	Offer of possession	23.01.2018 [Page 104 of reply]

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
 - I. The marketing staff of builder assured to the complainants that possession of flat will be handover within 30 months of the booking. That, believing on representation and assurance of respondent, they booked one shop/ unit bearing No. 95 on 1st Floor for tentative size admeasuring 462.07 sq. ft. on 22.12.2009. The shop/unit was purchased under the construction linked payment plan for a sale consideration of Rs. 34,16,341.30/-.

- II. That on 04.01.2010, the respondent issued an allotment letter and payment schedule in the name of allottees, conforming the allotment of Shop No. 95 on the 1st floor for tentative size admeasuring 462.07 sq. ft. That after a long follow-up, on 17.05.2010, a pre-printed, unilateral, arbitrary builder buyer's agreement was executed inter-se the parties. According to clause 16(a) (i) of the buyer's agreement, the respondent has to give possession of the said flat within 30 months from the date of execution of BBA. Therefore, as per BBA, the due date of possession was on or before 17.05.2013 (with 6 months grace period).
- III. That on 05.07.2017, they sent an email to the respondent and asked for compensation for delayed construction and possession. Thereafter, several emails were exchanged between the parties on issues about possession of the unit and HVAT, etc.
- IV. The said OC also has conditions "that you shall be fully responsible for supply of water, disposal of sewerage and stormwater of your colony till these services are made available by HUDA/ State Government as per their scheme". It is pertinent to mention here that the respondent has charged demand on completion on 3rd basement roof slab and the same has been paid by them on 25.09.2012 as mentioned in sr. no. 9 of the statement of account, but as per O.C., the respondent has not constructed the 3rd basement and it is a major issue/concern for them. It is pertinent to mention here that parking space is an essential attribute for a commercial project and at the time of booking the respondent represented that this project will have extra parking space to accommodate the demand of visitors and unit buyers.
- V. That on 23.01.2018, the respondent issued a notice/letter for an offer of possession & settlement of outstanding dues and demanded various unreasonable demands under various heads i.e. Rs. 68,751/- as

electricity connection charges, Rs. 14,160/- as administrative charges & Rs. 81,616/- as advance monthly maintenance charges. It is pertinent to mention here that the respondent has also increased the super area of the shop/unit by 18.25 sq. ft. (the revised area is 480.32 sq. Ft. and the original area was 462.07 sq. ft.) without any justification and calculation. It is again pertinent to mention here that the notice for possession contains illegal and unjustifiable demands, therefore not tenable in the eyes of the law, moreover, the respondent did not credit the delayed possession interest as per HARERA.

- VI. That on 05.11.2018, they sent an email to the respondent and asked about the firm date of possession of the shop/unit & also asked for compensation for the delay in construction of the shop/unit and documents required for taking possession.
- VII. Therefore, they asked for delayed possession interest and compensation for converting the shop into a non-premium shop and further requested for calling back of extra demands, but the respondent outrightly refused to adhere to their reasonable demands.
- VIII. That on 15.03.2019, the respondent sent an email to them and demanded an unreasonable demand of Rs. 67,267/- as common area maintenance charges. That on **29.03.2019**, they sent an email to the respondent and asked for compensation for delay and area calculation, Further, many emails were exchanged regarding unreasonable demands, wide pillar right at the entrance of the shop & inside the shop, delay possession charges, etc.
- IX. That on 10.05.2019, the respondent sent an email to them and stated that It is pertinent to mention here that the respondent has levied an illegal demand under the head holding charges. The respondent has not offered a legal offer of possession to them and further raised many unreasonable

demands. The shop/unit is still not ready for possession then how the respondent issued a letter for the offer of possession and because the shop/unit is not ready for possession, they did not take possession of the unit therefore the respondent must refrain from charging unreasonable demands.

- X. That on 01.10.2019, the respondent sent another mail regarding the holding charges and stated "The holding charges as on the date of issuance of this letter amounts to 5,03,112/-" on 08.10.2019 they replied "As has been communicated many times between us, there are multiple open issues to be addressed by Emaar. Your team has promised resolution for the last year and failed to address those.
- XI. That as per the statement of account issued by the respondent they have paid Rs. 38,09,005/-. It is pertinent to mention here that they have paid more than 100% of the total sale consideration. It is also pertinent to mention here that the respondent has demanded Rs 6,44,728/- as holding charges, without any fault of them.
- XII. That, since 2013 they are contacting the respondent telephonically and sending emails and making efforts to get possession of the allotted shop/unit but all went in vain. They sent several emails to the respondent to get the area calculation of the shop/unit, delayed possession interest as per RERA and requested to complete the project as per specifications and amenities as per BBA and brochure, they further requested to withdraw the unjustified demand on the pretext of administrative charges, maintenance charges, holding charges and electrification charges, but all went in vain.
- XIII. Their main grievance in the present complaint is that despite they have paid more than 100% of the actual cost of the shop and ready and willing to pay the remaining amount, the respondent party has failed to deliver

the possession of shop on promised time and till date project is without amenities.

- XIV. Now it is more than 10 years from the date of booking and even the construction of the towers is not completed as per specifications given in brochure and buyer's agreement, it clearly shows the negligence of the builder.
- XV. That the cause of action for the present complaint arose in June 2013, when the respondent failed to handover the possession of the shop as per the buyer agreement. The cause of action again arose on various occasions, and on many times till date, when the protests were lodged with the respondent about its failure to deliver the project and the assurances were given by it that the possession would be delivered by a certain time.
- XVI. They does not want to withdraw from the project That the present complaint is not for seeking compensation, without prejudice, they reserves the right to file a complaint to Adjudicating Officer for compensation.
- C. Relief sought by the complainant:**
4. The complainants have sought following relief(s).
- I. Direct the respondent to give possession of the fully developed/constructed flat/apartment with all amenities.
 - II. Direct the respondent to pay delayed possession interest on the amount paid by the allottee, at the prescribed rate from the due date of possession to till the actual possession of the Flat is handed over as per the proviso to Section 18(I) of the Real Estate Regulation and Development) Act, 2016.
 - III. Direct the respondent to provide area calculation (carpet area, loading, and super area).
 - IV. Direct the respondent to not to charge administrative charges.
 - V. Direct the respondent to not to charge electrification charges.
 - VI. Direct the respondent to not to charge holding charges.
 - VII. Direct the respondent to not to charge maintenance charges.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

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

- i. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. It is also pertinent to mention that the respondent has applied for part completion certificate for the project where services are complete and hence the project does not fall in the definition of "Ongoing project". This Hon'ble Authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.
- ii. That without prejudice to the submission of the respondent that the Act is not applicable to the project in question, it is submitted that the present complaint is not maintainable before this Hon'ble Authority. The complainants have filed the present complaint seeking, inter alia, interest for alleged delay in delivering possession of the unit booked by them.
- iii. That they are estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint.
- iv. That they are not "allottees" but "investors" who have purchased the unit in question as a speculative investment. Admittedly, they do not even reside in India. Furthermore, complainant no 2 has purchased another unit in another project being developed by the respondent known as "The Enclave" in respect of which complaint no 330/2021 has been filed and is pending before this Hon'ble Authority.

- v. That the complaint is barred by limitation. The so called cause of action in favour of them arose prior to the Act in May 2013, , which according to them, was the due date of possession under the buyer's agreement. The complaint is liable to be dismissed on this ground alone.
- vi. It was explained to the complainants that the building plans of the project had not yet been approved and that the timeline for development could only be ascertained once the approval was granted by the competent authority. Furthermore, the building plans were tentative and liable to be changed, altered, modified, revised, added, deleted, substituted or recast as considered necessary by the Respondent or as directed by the competent authority and that such change or alteration etc might result in change in the location, dimensions, area, possession etc of the unit in respect of which application for booking was proposed to be made. It was also explained to the complainants that the features, facilities and amenities proposed to be provided in the project were also dependent upon the approvals granted by the competent authority. It was further explained to the complainants that the super area of the unit proposed to be booked by them was tentative and that the final super area could only be determined upon completion of construction and upon receipt of occupation certificate by the competent authority. The respondent had fairly and transparently shared all the information with the complainants, which has also been explicitly stated in the application form.
- vii. The respondent had no reason to suspect bonafide of the complainants. However, the complainants defaulted in timely payment of installments. Consequently, the Respondent was

- compelled to issue notices and repeated reminders for payment which were sent on 29.08.2012 , 14.02.2013 , 6.03.2013 , 13.03.2013 etc.
- viii. It is submitted that as per clause 16 of the buyer's agreement dated 17.05.2010, the time period for delivery of possession was 30 months along with grace period of 120 days from the date of execution of the buyer's agreement subject to the allottee(s) having strictly complied with all terms and conditions of the buyer's agreement and not being in default of any provision of the buyer's agreement including remittance of all amounts due and payable by the allottee(s) under the agreement as per the schedule of payment incorporated in the buyer's agreement. That It is pertinent to mention that the respondent has paid an amount of Rs. 20,744/- which has been credited as benefit on account of anti-profiting and furthermore, an amount of Rs. 32,783 /- has been credited on account of early payment rebate (EPR). Without prejudice to the rights of the respondent, delayed interest if any has to be calculated only on the amounts deposited by the allottees/complainants towards the basic principle amount of the unit in question and not on any amount credited by the respondent, or any payment made by the allottees/complainants towards delayed payment charges (DPC) or any taxes/statutory payments etc.
- ix. That, without admitting or acknowledging the truth or legality of the allegations advanced by them and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the Act are not retrospective in nature.
- x. That it needs to be highlighted that the respondent had applied to the statutory authority for grant of occupation certificate in respect of the tower in which the unit in question is located on 26.05.2017 and the same was granted on 08.01.2018.



- xi. That the complainants were offered possession of the unit in question through letter of offer of possession dated 23.01.2018. They through the "Intimation of possession" reminder letter dated 26.02.2018 were called upon to remit all outstanding payments as per the schedule of payments in the buyer's agreement, including delayed payment charges and to complete the necessary formalities/documentation necessary for the purpose of handover of the possession of the unit in question to them.
- xii. Consequently, they are liable for the consequences including holding charges, as enumerated in the buyer's agreement, for not obtaining possession.
- xiii. Furthermore, when the proposed allottees default in their payments as per schedule agreed upon, the failure has a cascading effect on the operations and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the respondent. The respondent, despite default of several allottees, has diligently and earnestly pursued the development of the project in question and has constructed the project in question as expeditiously as possible. It is submitted that the construction of the tower in which the unit in question is situated has been completed by the respondent. The respondent has already offered possession of the unit in question to the complainants. Therefore, there is no default or lapse on the part of the respondent and there is no equity in favour of the complainants. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainants are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.

xiv. That without prejudice to the contentions of the respondent, it is submitted that the present complaint is barred by limitation. The complainants have alleged that the possession of the unit was to be given not later than May,2013 and therefore cause of action, if any, accrued in favour of the complainants in May,2013. Thus, the complaint seeking interest as a form of indemnification for the alleged delay is barred by limitation.

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, submissions by the parties and written submissions of the complainant.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

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

Section 11.....

(4) 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 complainants at a later stage.

F. Findings on the relief sought by the complainants

F.1 Direct the respondent to pay interest on account of delay in offering possession on the amount paid by complainants from the date of payment till the date of delivery of possession.

12. In the present complaint, the complainants wishes to continue with the project and are seeking DPC as provided under the proviso to sec 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."

13. In the instant case, the builder-buyer agreement was executed between the parties on 17.05.2010, and as per clause 16(a) of the said agreement, the possession was to be handed over within thirty (30) months of the execution. The due date is calculated from date of execution of agreement. The said clause is reproduced below:

16. (a) "That the possession of the Retail Spaces in the Commercial Complex shall be delivered and handed over to the Allottee(s), within thirty (30) months of the execution

hereof, subject however to the Allottee(s) having strictly complied with all the terms and conditions of this Agreement and not being in default under any provisions of this Agreement and all amounts due and payable by the Allottee(s) under this Agreement having been paid in time to the Company. The Company shall give notice to the Allottee(s), offering in writing, to the Allottee to take possession of the Retail Spaces for his occupation and use ("Notice of Possession"). (in) The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of one hundred and twenty (120) days over and above the period more particularly specified here-in-above in sub-clause (a)() of clause 16, for applying and obtaining necessary approvals in respect of the Commercial Complex.

14. The due date of possession comes out to be 17.11.2012. However, the as per above mentioned clause a grace period of 4 months are allowed being unqualified. So, the due date of possession comes out to be 17.03.2013.
15. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India's 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.

16. 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.

17. Consequently, as per the website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as of the date i.e., 22.12.2023 is **8.85%**. Accordingly, the prescribed rate of interest will be the marginal cost of lending rate +2% i.e., **10.85%**.
18. The definition of the 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 that 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;"*
19. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.85%** by the respondent/ promoter which is the same as is being granted to it in case of delayed possession charges.
20. On consideration of the circumstances, the documents, submissions made by the parties, and based on the findings of the authority regarding contravention as per provisions of rule 28(2), the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 16(a) of the agreement executed between the parties on 17.05.2010,

the possession of the subject unit was to be handed over within thirty (30) months of the execution along with a grace period of 4 months. The due date of possession comes out to be 17.03.2013. The respondent failed to hand over possession of the subject unit by that date. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is a delay on the part of the respondent to offer possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement executed between the parties.

21. As per contentions made by the complainants, the occupation certificate for the subject unit has been received on 08.01.2018 and on 23.01.2018 a letter for offer of possession along with outstanding demands has been sent to them. The demand letter included various demands that were without any calculation or justification. They sent various mails raising their queries but they were unanswered. Subsequently on 10.05.2019, another mail has been received by them through which it demanded holding charges from them for not occupying the unit. Lastly it has been contended by them that respondent outrightly refused to accord their demands. On the contrary the respondent contended that complainants consciously choose to ignore the demand letters/reminders.
22. The concept of valid offer of possession is to be understood first.

Validity of offer of possession

23. It is necessary to clarify this concept because after valid and lawful offer of possession, the liability of promoter for delayed offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, the liability of promoter continues till valid offer is made and allottee remains

entitled to receive interest for the delay caused in handing over valid possession. The authority is of considered view that a valid offer of possession must have following components:

- i. Possession must be offered after obtaining occupation certificate;
- ii. The subject unit should be in a habitable condition;
- iii. The possession notice should not be accompanied by unreasonable additional demands.**

24. In the present matter, the respondent has offered the possession of the allotted unit on 23.01.2018 i.e., after obtaining occupation certificate from the concerned department along with alleged additional demand. Therefore, no doubt that the offer of possession has been sent to the complainants but the same is accompanied with unreasonable additional demands. Thus, the offer of possession is not a valid offer of possession as it triggers (iii) component of the above-mentioned definition.

25. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. 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 allottees shall be paid, by the promoter, interest for every month of a delay from the due date of possession i.e., 17.03.2013 till the date of the actual handover of possession at the prescribed rate i.e., 10.85 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

F.II Direct the respondent to provide area calculation (carpet area, loading, and super area).

26. The Authority observes that as per section 19(1) of Act of 2016, the allottees shall be entitled to obtain information relating to sanctioned plans, layout plans along with specifications approved by the competent authority or any

such information provided in this Act or the rules and regulations or any such information relating to the agreement for sale executed between the parties. Therefore, the respondent promoter is directed to provide details of license and statutory approvals to the complainants within a period of 30 days.

27. It is observed that statement of account dated 28.12.2020, clearly shows that no balance has been left to be paid on behalf of complainants. So, demand w.r.t. heads that are unfair and illegal, thus, cannot be charged and also demand w.r.t. holding charges is also held to be set aside as holding charges shall not be charged by the promoter at any point of time even after being part of agreement as per law settled by the *Hon'ble Supreme Court in civil appeal no. 3864-3889/2020 dated 14.12.2020.*
28. Separate proceeding to be initiated by the planning department of the Authority for taking an appropriate action against the builder as the registration of the project has been expired.

G. 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 with obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:
- I. The respondent is directed to handover the possession within 30 days of this order.
 - II. The respondent is directed to pay delayed possession charges to the complainants against the paid-up amount for every month of delay from the due date of possession i.e. 17.03.2013 till the date of actual handover of possession at the prescribed rate 10.85% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

- III. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - IV. The respondent shall also charge interest on delay payment on equitable rate of interest.
 - V. The promoter shall not charge anything which is not a part of the BBA.
30. Complaint stands disposed of.
31. File be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.12.2023

HARERA
GURUGRAM