



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

Complaint no.	:	2357 of 2022
First date of hearing:		06.09.2022
Date of decision	:	15.12.2023

1. Sheetal Dawer 2. Neetika Dawer Both RR/o: - A-28, New Friends Colony, New Delhi-110065	Complainants
Versus	
M/s Venetian LDF Projects LLP Regd. office: 205, 2 nd Floor, Time Centre, Golf Course Road, Sector - 54, Gurugram, Haryana - 122002 also at SCO - 320, 2 nd Floor, Near HDFC Bank, Sector - 29, Gurugram Haryana - 122001	Respondent

CORAM:	
Shri. Sanjeev Kumar Arora	Member

APPEARANCE:	
Mr. Rahul Sharma proxy counsel	Advocate for the complainants
Ms. Shikha proxy counsel	Advocate for the respondent

ORDER

1. The present complaint dated 19.05.2022 has been filed by the complainant/allottee in Form CRA 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 to the allottee as per the agreement for sale executed inter-se them.

A. Project and unit related details

2. The particulars of the project, the details of 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	"83 Avenue" Sector 83, Gurugram, Haryana
2.	Nature of the project	Commercial
3.	DTCP License no.	12 of 2013 dated 13.03.2013 valid up to 12.03.2019 Expired
4.	RERA Registered/ not registered	Registered 310/42/2019 Dated 16.01.2019 till 30.09.2020 Expired
5.	Application form	14.08.2014 (Page 53 of the complaint)
6.	Unit no.	G - 52 (Page 59 of the agreement)
7.	Unit area admeasuring	296 sq. ft. (super area)

		(Page 59 of the agreement)
8.	MOU	13.08.2014 (Page 22 of the complaint)
9.	Assured return clause	3.1 <i>Till the notice for offer of possession is issued, the developer shall pay to the allottee an assured return at the rate of Rs. 140.78/- per sq. ft. of super area of premises per month.</i>
10.	Allotment letter	14.08.2014 (Page 53 of the complaint)
11.	Date of execution of Space Buyer's Agreement	25.08.2014 (Page 56 of the complaint)
12.	Possession clause	38. <i>The developer contemplates to offer possession of said unit to allottees within 36 months of signing of this agreement or within 36 months from the date of start of construction of the said building whichever is later with the grace period of 3 months subject to force majeure events</i>
13.	Date of start of construction	Not provided
14.	Due Date of possession	25.11.2017 (36 months from the date of agreement as date of start of construction is not available +3 months of grace period)

15.	Sale consideration	Rs. 47,74,150/- (Page 58 of the complaint)
16.	Amount paid	Rs. 37,01,832/- (As per page 63 of complaint)
17.	Amount of assured return paid	Rs. 11,53,226/- (Page 22 of reply) (From 13.08.2014 to 07.12.2016)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint

- The marketing staff of the respondent gave them a brochure and pricelist and allured them with a rosy picture of the project. The marketing staff and office bearers of the respondent allured with the proposed specification and assured that possession of the shop will be handed over within 36 months from the date of agreement, with a grace period of 3 months. It was further apprised and assured to them that if they pay around 80-90% payment in a consolidated manner, they would also get the assured return from the respondent.
- That, believing on representation and assurance of respondent, they - Mr. Sheetal Dawer and Mrs. Neetika Dawer, putting their hard earned money, booked one shop bearing Unit No. G- 52 on ground floor, admeasuring 296.66 sq. ft. and paid Rs. 10,00,000/-

as booking amount. The Shop was purchased under the consolidated scheme and within a span of two months, the complainants paid almost Rs. 37,01,832/- by 9.8.2014 itself, out of the total Sale Consideration price of Rs. 40,99,248 /- exclusive other charges.

5. That, accordingly, a MOU dated 13.8.2014 has been executed between the parties. By that time, they have paid almost Rs. 37,01,832/- in a consolidated manner to the respondents and as agreed under the execution of MoU, the Respondent is liable and undertaken to pay Rs. 140.78 per sq. ft. assured return on area of 296.66 sq. ft. as per Article 3 Clause 3.1 of the MOU. That, the payments made by the Complainants, as stated above were admittedly admitted by the respondent under MoU for the said Shop in question.
6. That on 14.8.2014, the respondent issued allotment letter for the said shop in question on 14.8.2014, allotting the commercial. That on 25.8.2014 a pre-printed, unilateral, arbitrary shop buyer agreement / buyer's agreement was executed inter - se the parties.
7. According to Clause 38 of the Space Buyer Agreement, the respondent has to give possession of the said Shop within 36 Months from the date of signing BA or within 36 months from the date of start of construction of the said Building which is later with a grace period of 3 months. Hence, the possession has to be given

by the Respondent on or before 25.11.2017 and hence, the due date of possession was 25.11.2017. That as per the terms of MOU, the Respondent was obliged to pay the assured return to the Complainants @ Rs. 140.78/- per sq. ft. on booked area of 296 sq. ft., from the date of execution of MoU till the offer of possession as per Clause 3.3 of the MOU. The assured return comes out to Rs. 41,440/- per month, which after necessary deduction, an amount of Rs. 37,588/- was started paying by the respondent since September, 2014 to the Complainants through two cheques in both Complainants name, by way of Rs. 18,794/- in each Complainants name.

8. It is pertinent to mention here that the said assured return was paid till January 2017 by the respondent and, thereafter, without disclosing any reason and with the malafide intention, the respondent has stopped making such assured return payment to them. Further, the respondent stopped making the assured return since February 2017 without any valid reasons and prior intimation of it. It is pertinent to mention here that the physical possession of the said commercial unit has not been offered to them by the respondent.
9. All queries relating to status of the construction of the said project including the shop in question, were gone unheeded with no reply at all by the respondent. All the grievances have not been sorted

out by respondent till date including delivery of possession of said unit/shop in complete respect as per buyer's agreement.

10. That, since 2017, they have been regularly contacting the office bearers of the respondent party and making efforts to get possession of the allotted shop in question with all conformity, but all in vain. Despite several visits and requests by them, the respondent did not give possession of the said shop in all conformity / terms of MoU / Space Buyer Agreement.
11. Even the construction of the said project is not completed despite lapsing of eight (8) years when they were made the payment. Moreover, as per SBA also, the respondent was to give the possession on or after 25.11.2017, however, they have delayed the construction and when they during last week personally went to the site in question, they found that the construction of the project is not complete and various amenities were not fulfilled, nor the respondent has till date applied for occupation certificate with the concerned authorities.
12. That they are also liable to get the committed assured return amount of Rs. 37.588/- (every month from February 2017 till the date of offer of possession from the respondent and thus requesting for necessary direction from this Hon' ble Authority, being based on terms of MoU, whereby the Respondent have undertaken to pay the committed liability and in lieu thereof,

almost maximum amount has already been paid by them except 5%, which is liable to be paid at the time of offer of possession as per terms and conditions of MoU.

C. Relief sought by the complainants:

13. The complainants have sought following relief(s):

- i. Direct the respondent to execute and register sale deed of the said commercial unit in favour of them.
- ii. Direct the respondent to complete the construction and give the physical possession of the said commercial unit to them.
- iii. Direct the respondent to give the complete amount of assured return termed as committed liability since February 2017 till the offer of possession is given by the respondent
- iv. Direct the respondent to give delayed possession charges to them as per terms and conditions of MoU and SBA;
- v. Direct the respondent to give litigation charges;

14. 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:

The respondent has filed the reply on the basis of the following grounds:

15. That at the very outset, it is submitted that the instant complaint is untenable both in facts and in law and is liable to be dismissed on this ground alone. That the complainants are estopped by their own acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint. That even otherwise, they have no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the memorandum of understanding dated 13.08.2014 and the space buyer's agreement dated 25.08.2014, as shall be evident from the submissions made in the following paragraphs of the present reply.
16. That the parties had categorically agreed to novation of the contract as per section 62 of the Indian Contract Act, 1872 which is reiterated hereunder:

62. Effect of novation, rescission, and alteration of contract.—If the parties to a contract agree to substitute a new contract for it, or to rescind or alter it, the original contract, need not be performed.
17. That the parties had the intention of establishing their rights and obligations as per the new contract – the agreement – which deals

with all the aspects of contractual relationship between the parties in toto. It categorically superseded the MOU. It is a settled principle of law that upon novation involving the substitution of an old contract with a new contract, the obligations of the old contract stands dissolved and are completely dealt with by the new contract.

18. That it is to be noted that as per clause 38 of the SBA, the proposed due date of offer of possession was 36 months of signing of the agreement (25.08.2014) or within 36 months from the date of start of construction of the project. It is comprehensively established that a period of 377 days was consumed on account of circumstances beyond the power and control of the respondent, owing to the passing of orders of various statutory authorities and the Covid-19 Pandemic, as noted above. It is well recognized that one day of hindrance in the construction industry leads to a gigantic delay and has a cascading effect on the overall construction process of a real estate project. All the circumstances stated hereinabove come within the meaning of force majeure, as stated above. However, despite all odds, the respondent was able to carry out construction/development at the project site and obtain the necessary approvals and sanctions and has ensured compliance under the agreement, laws, and, rules and regulations.

19. That the respondent, despite such delay, earnestly fulfilled its obligation under the Buyer's Agreement and the construction of the Project is going on as expeditiously as possible in the facts and circumstances of the case. The default committed by them and various factors beyond the control of the respondent are the factors responsible for delayed development of the project. The respondent cannot be penalized and held responsible for the default of its customers or due to force majeure circumstances. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.
20. That they have prayed for the relief of "Assured Returns", inter alia, on the basis of a Memorandum of Understanding, which is beyond the jurisdiction that the Ld. Authority has been dressed with. That it is relevant to mention here that nowhere in the said provision the Ld. Authority has been dressed with jurisdiction to grant "Assured Returns". It is additionally pertinent to note that the RERA Act also does not define a 'Memorandum of Understanding' on the basis of the which, relief has been sought by the complainants.
21. That it is germane to note that the non-payment of assured return, as alleged by the them in their complaint is bad in law. It is pertinent to mention herein that the payment of assured return is not maintainable before the Ld. Authority upon enactment of the

Banning of Unregulated Deposits Schemes Act, 2019 [BUDS Act] wherein, under section 7 thereof, the Legislature, in its utmost wisdom, has noted that the 'competent authority' shall have the jurisdiction to deal with cases pertaining to the Act. That any direction for payment of assured return shall be tantamount to violation of the provisions of the BUDS Act. It is stated that the assured returns or assured rentals under the said Agreement, clearly attracts the definition of "deposit" and falls under the ambit of "Unregulated Deposit Scheme". Thus, the Respondent was barred under Section 3 of BUDS Act from making any payment towards assured return in pursuance to an "Unregulated Deposit Scheme" and the competent authority to adjudicate such issue has to be notified under section 7 of the BUDS Act. In this regard, it is most humbly submitted as under:

22. That the Respondent cannot pay "Assured Returns" to them by any stretch of imagination in the view of the prevailing legal position. That on 21.02.2019, the Central Government passed an ordinance "Banning of Unregulated Deposits, 2019", to stop the menace of unregulated deposits and payment of returns on such unregulated deposits.
23. Thereafter, an act titled as "The Banning of Unregulated Deposits Schemes Act, 2019" (hereinafter referred to as "the BUDS Act") was notified on 31.07.2019 and came into force. That under the said

Act, all the unregulated deposit schemes have been banned and made punishable with strict penal provisions. That being a law-abiding company, by no stretch of imagination, the Respondent cannot continue to make the payments of the said Assured Returns in violation of the BUDS Act.

24. Further, it pertinent to mention herein that the BUDS Act provides two forms of deposit schemes, namely Regulated Deposit Schemes and Unregulated Deposit Schemes. Thus, for any deposit scheme, for not to fall foul of the provisions of the BUDS Act, must satisfy the requirement of being a 'Regulated Deposit Scheme' as opposed to Unregulated Deposit Scheme. Hence, the main object of the BUDS Act is to provide for a comprehensive mechanism to ban Unregulated Deposit Scheme. The following may be referred:
25. That in addition to the above, it is emphatically submitted that jurisdiction is a legislative function and at this instance, is dealt with by the BUDS Act and the RERA Act and has to be exercised as allowed within the four walls of the respective legislations.
26. That it is a matter of fact that the obligations of payment of the Assured Returns as per the MOU have been rightfully completed. That the MOU was replaced by the SBA on 25.08.2014 and thus all the rights and obligations under the MOU stands discharged.
27. That thereafter, as a bonafide gesture, the respondent continued to make the payments of assured returns for some time. That the

same was paid till January 2016. That the total amount of assured return paid is Rs. 11,53,226. The assured return sheet is annexed as Annexure R3.

28. The Complainants have failed in noting that the Agreement (SBA) having been novated has superseded the MOU, as is also evident from Clause 83 of the SBA. In any circumstance, whatsoever, the Act does not speak of recognition of multiple agreements for sale of property.
29. In the presence of the entire agreement clause 83 of the SBA, the MOU can, under no circumstance be considered.
30. That the parties have, novated the SBA over the MOU to establish their rights and obligations in toto through the SBA. That the section 62 of the Indian Contract Act, 1872 is squarely applicable in the present instance. That it is a settled principle of law that the parties to an original contract can, by mutual agreement, enter into a new contract in substitution of the old one leading to novation of the Contract.
31. It is categorical to note that the rights and obligations of the Parties are completely discerned from the SBA, which replaced the MOU. That the intention of the Parties is entirely clear from the same - i.e., to replace all the previous understandings and agreements. In light of the same, it is submitted that the entire agreement clause 83 needs to be given a strict interpretation.

32. That it is categorically and vehemently submitted that the Act is silent on provisions with respect to novation and superseding and hence, recourse is taken to the Indian Contract Act, 1972.
33. 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 on the basis of these undisputed documents.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

35. 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

36. 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.

37. 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

- i. Direct the respondent to complete the construction and give the physical possession of the said commercial unit to them.**
- ii. Direct the respondent to give the complete amount of assured return termed as committed liability since February 2017 till the offer of possession is given by the respondent**
- iii. Direct the respondent to give delayed possession charges to them as per terms and conditions of MoU and SBA;**

38. All the above-mentioned reliefs are taken together as being interconnected.

39. In the instant case, a MOU has also been executed between the parties on 13.08.2014 and subsequently, the builder-buyer agreement was executed between the parties on 25.08.2014 and as per clause 38 of the said agreement, the possession was to be handed over within thirty six (36) months of the signing of the agreement or from the date of start of construction. The due date is calculated from date of signing of agreement as the date of start of construction is not available. The said clause is reproduced below:

38.
The developer contemplates to offer possession of said unit to allottees within 36 months of signing of this agreement or within 36 months from the date of start of construction of the said building whichever is later with the grace period of 3 months subject to force majeure events

40. The complainants through this present complaint are seeking delayed possession charges and assured return as their pivotal relief.

41. On the contrary respondent mentions clause 83 of the agreement which categorically talks about novation of contract. The said clause is reproduced below-:

83.
"That this agreement constitutes the entire agreement between the parties and supersedes all the previous discussions/correspondence, application and agreement between the parties, if any, concerning the matters covered herein whether written, oral or implied. This agreement shall not be changed or modified except by written

amendments duly agreed by the parties. the terms and conditions and various provisions embodied in this agreement shall be incorporated in the sale deed and shall form part thereof."

42. The respondent contends that MOU executed between the parties stands discharged by giving the reference of above-mentioned clause of the agreement and further contends that MOU is no longer in existence and was replaced by the agreement which was executed on 25.08.2014.
43. On consideration of the circumstances, the documents, submissions made by the parties, and based on the findings of the authority regarding existence of MOU and liability w.r.t. assured return is set aside as invoking of clause 83 of the agreement relinquishes the liability of respondent as it clearly mentions that the same will supersede the previous discussions/correspondence. This particularly means that agreement will prevail and no previous correspondence(i.e., MOU) will be in existence and secondly, 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 38 of the agreement executed between the parties on 25.08.2014, the possession of the subject unit was to be handed over within thirty-six (36) months of the execution of agreement along with a grace period of 3 months. The due date of possession comes out to be 25.11.2017. 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 obtain the occupation certificate and offer of possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement executed between the parties.

44. In the instant case, the complainants have continued 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."

45. **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, they 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.

46. 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.
47. 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., 15.12.2023 is **8.85%**. Accordingly, the prescribed rate of interest will be the marginal cost of lending rate +2% i.e., **10.85%**.
48. The definition of the 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. The relevant section is reproduced below:

"(z) "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;"

49. 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.
50. The due date of possession comes out to be 25.08.2017. However, the as per above mentioned clause a grace period of 3 months has to be added in the above-mentioned date as the same is unqualified. So, the due date of possession comes out to be 25.11.2017.
51. 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., 25.11.2017 till the date of the offer of possession plus two months or handover of possession whichever is earlier (after



deducting assured return) already paid 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.

- (iv) **Direct the respondent to execute and register sale deed of the said commercial unit in favour of them.**

Section 17 (1) of the Act deals with duty of promoter to get the conveyance deed executed and the same is reproduced below:

"17. Transfer of title.-

(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

As OC of the unit has not been obtained, accordingly conveyance deed cannot be executed without unit come into existence for which conclusive proof of having obtained OC from the competent authority and filing of deed of declaration by the promoter before registering authority.

- (v) **Direct the respondent to give litigation charges;**


52. The complainants are seeking relief w.r.t. compensation in the above-mentioned relief. Hon'ble Supreme Court of India in civil appeal 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. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before the Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.
53. Separate proceeding to be initiated by the planning branch 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:

54. 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 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. 25.11.2017 till the date of the offer of possession plus two months or handover of possession whichever is earlier (after deducting assured return) already paid 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.
 - II. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - III. The respondent shall also charge interest on delay payment on equitable rate of interest.
 - IV. The promoter shall not charge anything which is not a part of the BBA.
55. Complaint stands disposed of.
56. File be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.12.2023