

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

Complaint no.	:	2154 of 2021
Date of decision	:	01.03.2024

**Swaran Singh Mayal**R/o : Flat No. 9A, Tower 12,  
Central Park-2, Sector-48,  
Sohna Road, Gurugram**Complainant**

Versus

**M/s VSR Infratech Private Limited**Through its Managing Director  
**Office:** Plot No. 14, Ground Floor,  
Sector 44, Institutional Area, Gurugram**Respondent****CORAM:**

Shri Sanjeev Kumar Arora

**Member****APPEARANCE:**

Sh. Sandeep Chaudhary

**Counsel for complainant**

Ms. Shreya Takkar

**Counsel for respondent****ORDER**

1. The present complaint dated 30.04.2021 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations



made 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:

S. N.	Particulars	Details
1.	Name of the project	"68 Avenue", Sector 68, Gurugram
2.	Project area	3.231 acres
3.	Nature of the project	Commercial Colony
4.	DTCP license no. and validity status	04 of 2012 dated 23.01.2012
5.	Name of licensee	Sh. Yad Ram and
6.	RERA Registered/ not registered	119 of 2017 dated 28.08.2017
7.	RERA registration valid up to	30.06.2018 <i>Registration expired</i>
8.	Date of Allotment Letter	30.07.2012 (Page 114 of the reply)
9.	<b>Tower A</b>	
	Unit no.	SA3-19, 3 <sup>rd</sup> floor, Tower A (Page 26 of the complaint)
	Unit area measuring (super)	661.120 sq. ft. (Page 26 of the complaint)





	area)	
10.	Date of start of construction	26.07.2012 (on page 135 of the reply)
11.	Space Buyer's Agreement for the unit in tower A	Executed on 25.04.2013 (Page 23 of complaint)
12.	Possession clause (from SBA executed for unit in tower A)	<b>31. Possession Time and Compensation</b> <i>"The company will be based on its present plans and estimates contemplates to offer possession of the said unit to the allottee(s) 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 a grace period of 3 months, subject to force majeure events or governmental action/inaction".</i> (Page 32 of the complaint)
13.	Due date of possession (for unit in tower A)	25.04.2016 (Calculated as per SBA as it is later - the grace period of 3 months is disallowed as no proper event for the said period has been elaborated)
14.	Total sale consideration	<b>Unit in Tower A</b>
		Rs. 50,34,429/- (on page 26 of the complaint)
15.	Amount paid by the complainants	Rs. 57,00,157/- (As per written submissions filed by complainant)



16.	Occupation certificate	02.08.2019 (Page 89 of the reply)
17.	Offer of Possession for unit for fit out	30.08.2018 (Page 49 of the complaint)
18.	Letter of offer of possession	21.02.2024 (submitted vide an application dated 23.02.2024 by respondent)

### B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

I. That the respondent's representatives in the month of April, 2012 approached the complainant that respondent are coming up with a Commercial colony in the name of "68 A venue" at Sector 68, Village Badshahpur, Tehsil & District Gurugram wherein Smart Services Apartments/ Service Apartments are being constructed and that respondent have all approvals, licenses and permissions in place for the same and that the construction of the said project shall be complete within 36 months therefrom and that it shall be great value for money for the old and aged person like complainant giving him a regular flow of rental income to the old man not having any other income for himself. That the representatives further assured that respondent's company shall even take care of the rentals for the first 15 years by giving the property on long term lease through a Managing Agency.

II. That believing the said representations to be true and correct, complainant agreed to purchase a unit in respondent's said project





named "68 Avenue" and booked a unit admeasuring 661.120 sq. ft. on third floor vi de Application no. 197 dated 18.05.2012.

- III. That the complainant in his readiness to own and possess the said unit kept on paying the consideration as and when so demanded by the respondent and after having received an amount of Rs. 14,21,027.61/-, respondent executed respondent's standard form Space Buyer's Agreement dated 25.04.2013 with complainant for sale of Space No. SA3-19 admeasuring super area of 661.120 sq ft. on Third floor, in Tower A in the said project named, 68 Avenue for a total sale consideration of Rs. 50,34,429/-. As per the terms of the said Agreement contained in Clause 3 1, respondent was obliged to complete the development of the said project and deliver the possession of the said Space (Serviced Apartment) within 36 months of start of construction or within a 3 month's grace period thereupon.
- IV. That along with the said Agreement, respondent even got complainant accept the Running, Operating, Leasing and Managing Smart Office Services Apartments(SOSA)/Services Apartments(SA) terms as Annexure IV to the said Space Buyer's Agreement, wherein respondent agreed complainant to authorise respondent to lease the said Space for a period of 15 years wherein respondent stated that the profits generated from the operation of the Unit shall be accounted on a monthly basis and assured regular rentals. Thereby, respondent did not even commit to a rental for the said Unit and only took complainant's consent without any consideration.



- V. That without suspecting any mala fi des in-respondent's conduct and hoping that respondent perform respondent's obligations as assured, complainant in his readiness and willingness kept paying respondent the sale consideration as and when demanded. And by 4.07.2017 an amount of Rs. 49.18,846/- was been paid by the complainant as sale consideration and other charges as and when so demanded by the respondent.
- VI. That vide an eye wash and bogus Possession letter dated 30.08.2018, the respondent offered possession of the Unit No. SA3-19 in the said project named 68 Avenue and demanded further payments, upon which the complainant in all his bona tides further paid an amount of Rs. 7,81,311/- on 30.09.2018 including payments quite stamp duty and other charges. Thereby, the complainant, clearing all his payments amounting to Rs.57,00157/-, hoping that now the complainant shall get the assured returns as stated by the respondent's executives but to no avail and the respondent neither got the property conveyed in favour of the complainant nor paid any assured returns as stated and every time kept on assuring the complainant that the possession shall soon be delivered, the conveyance deed shall be soon executed. However, respondent badly failed in abiding by respondent's obligations and miserably failed to deliver the possession of the said Unit till date.
- VII. That lastly, there not being anything outstanding to be paid by complainant, in the first week of March, 2020, when complainant visited respondent's office to get hold of the status of the project and





the monthly returns as assured, respondent's representatives represented that with some more investment complainant can be upgraded to a bigger unit which will be more marketable and fetch him regular monthly rentals as the existing unit is not fetching any returns though being ready for possession. Accordingly, having no option but to believe in the said statement of respondent's representatives, complainant, paid another Rs. 16,50,000/- to respondent, more than the amount already paid. Thereby, complainant's total payment to respondent amounts to Rs.73,50,157 /-.

- VIII. That on such payment, respondent vide Letter dated 16.03.2020, respondent upgraded the office space and allotted Space admeasuring 732.67 sq ft. for a total sale consideration of Rs. 69,56,147.92 on Fourth floor of Tower B of the said project. Thereby, respondent surreptitiously shifted the allotment of complainant from a defined space in Tower A to an undefined unit in Tower B and got an application for surrender of his initial unit then and there.
- IX. That complainant, understanding respondent's advices to be bona fide still believed the same and accepted the same on the very face value. And accordingly, respondent's representative handed over the Space Buyer's Agreement for the new Unit, which complainant took along for going through the terms thereof.
- X. However, complainant was shocked and surprised when in the last week of June, 2020, the complainant visited the site and came to know that the Tower B is still under construction and respondent have



defrauded complainant in having availed extra money on false pretexts. And instead of giving possession and lease rentals as assured respondent have availed more money than due from complainant dishonestly. Accordingly, complainant visited respondent's offices and talked out to respondent's representatives who accepted that complainant has been cheated upon but stated their helplessness in assisting complainant.

XI. That thereby the complainant realised that that firstly, respondent failed to comply with the obligation of completing the construction and offering possession in a timely manner and lastly when it came to deliver and conveying the space to complainant, respondent defrauded him in alluring him to pay more for a bigger Unit which was not even in existence, nor was demarcated and rather in another upcoming tower. Such a conduct is on the face of it, dishonest and unfair and shows misuse of respondent's superior position. Even otherwise, respondent could not have availed any extra amount of money without executing a registered Space Buyer Agreement for the new Unit.

XII. That against such unfair, illegal acts and deficient services the complainant duly got issued a Legal Notice dated 23 .07 .2020 through his counsel but to no avail and the legal notice was neither replied nor complied with upon which the complainant initiated a Criminal complaint bearing No. 10796/CP/2020 dated 17.08.2020 which was investigated by the EOW Gurugram.





- XIII. That during the said investigation proceedings the respondent's AR assured the complainant the refund of the excess amount of Rs.16,50,000/- and to restore the previous allotment and to allow the complainant the assured rentals from the date the company received the Occupation Certificate of the said premises. And also got issued the post dated cheques for the refund of the said Rs.16,50,000/-. And the complainant got his specific queries qua the status of the construction, lease, compensation for delay, rentals etc to the respondent's AR.
- XIV. That the said post dated cheques of Rs. 16,50,000/- have now been cleared and the said amount has been received by the complainant, however, the respondent company and its persons in charge deliberately avoided answering the further queries qua the possession, conveyance, delay charges, and assured rentals and have not even issued a further confirmation letter to assure the complainant that his previous allotment is restored.
- XV. That the respondent is legally obliged to complete the construction of the project and to convey and transfer the Unit No. SA3-19 admeasuring 661.120 sq. ft. on Third floor, in Tower A in the said project named, 68 Avenue in favour of the complainant upon having received an amount of Rs. 57,00,157/- against all due amounts and in fact against the amounts as demanded by the respondent company despite the amount being exaggerated and not as per the law, and the respondent is liable to pay the delayed possession charges as per provisions of Rule 15 of the Haryana Real Estate(Regulation and Development) Rules, 2017 until



actual physical possession of the said Unit is not so delivered and also to pay the rental charges from the completion of construction up till 15 years as assured which the respondent are illegally, dishonestly and wrongfully avoiding and hence this complaint.

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

4. The complainant has sought following relief(s).

- I. Direct the respondent to complete the construction of the project and to deliver physical possession and transfer and convey the unit in the said project by execution of a conveyance deed.
- II. Direct the respondent to pay the delayed possession charges as per provisions of the Rules, 2017 for the entire period of delay till availing the Completion Certificate of the project.
- III. Pay the due rental charges from the date of completion as assured and to keep paying the same till 15 years as agreed between the parties or in the alternative the compensation for the breach may be directed to be assessed through the Hon'ble Adjudicating Officer and paid to the complainant.

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.

7. That the Complainant approached the respondent Builder for booking of a unit in the project 68 Avenue and submitted an Application Form dated 18.05.2012 for the same. Copy of the Application Form is marked and annexed herewith as Annexure-R/15. That Complainant was allotted the



Unit bearing No. SA3-19, Third Floor, Tower A vide allotment letter dated 30.07.2012. It is submitted that the Complainant opted for the construction linked payment plan. That the Space Buyers agreement was executed between complainant and the Respondent on 25.04.2013. The price of the property for an area measuring 661.120 sq. ft. is Rs. 50,34,429/- plus taxes, duties, levies and other charges.

8. It is submitted that all the demands have been raised as per the terms and conditions of the SBA and the payment plan opted by the Complainant. It is submitted that the offer of possession has already been made to the Complainant on 30.08.2018. It is pertinent to mention herein that the Complainant approached the Respondent herein for transfer of his unit from Tower-A to Tower-B as he wished to have a bigger unit. It is submitted that at the request of the Complainant herein the Respondent Company transferred the unit of the complainant from Unit bearing No. SA3-19, Third Floor, Tower A to Tower B for a total sales consideration of Rs. 69,56,147.92/ vide letter dated 16.03.2020. It is submitted that the Complainant herein paid an amount of Rs. 16,50,000/- to the Respondent Company for the new unit. It is submitted that the unit was transferred to a bigger unit only on the request of the Complainant herein and only after the Complainant had fully satisfied himself with the details of the unit. That the Respondent after completing the construction of the Tower B had applied for the issuance of occupation certificate in the office of the Director General, Town & Country Planning Department, Haryana vide application dated 28th of March, 2018 and the OC was granted on 02.08.2019 after due



verification and inspection. It is submitted that the construction of the new unit allotted to the Complainant was already complete and the OC had been received prior to the transfer request was made by the Complainant and much before the transfer was made on 16.03.2020. It is submitted that despite all this Complainant with a mala fide intention registered a police complaint against the Respondent Company on 17.08.2020. That since the Respondent Company was in no default and the unit had been transferred on the sole request of the Complainant herein, the matter was amicably settled between the parties and the Respondent Company duly refunded the amount paid towards the new unit amounting to Rs. 16,50,000/- along with interest and GST to the Complainant herein.

9. It is submitted that the Complainant in the said acknowledgment had categorically stated that the Complainant wants no action on the complaint. Thus, the matter was amicably settled between the parties herein. It is submitted that the Complainant must be held down to the terms of the bargain
10. 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 these undisputed documents and submission made by the parties.

#### **E. Jurisdiction of the authority**

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

#### **E.I Territorial jurisdiction**



12. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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**

13. Section 11(4)(a) of the Act, 2016 provides that the promoters 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.

14. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.



**F. Findings on the objections raised by the respondent****F.1 Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act**

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

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



*contemplate rewriting of contract between the flat purchaser and the promoter.....*

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

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

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

17. The agreements are sacrosanct save and except for the provisions which have been abrogated by the act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of



the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules, statutes, instructions, directions issued thereunder and are not unreasonable or exorbitant in nature.

18. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate and proviso to section 18 provides that where an allottee does not intend to withdraw from the project, she 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., 01.03.2024 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
21. The definition of term 'interest' as defined under section 2(za) of the act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:
- "(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
- Explanation. —For the purpose of this clause—*
- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*
22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
23. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the act by not handing over possession by the due date



as per the agreement. By virtue of clause 31 of the agreement executed between the parties on 25.04.2013, the possession of the subject apartment was to be delivered within stipulated time (***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***) i.e., by 25.04.2016(calculated from the date of signing of the agreement, being later). As far as grace period is concerned, the same is disallowed for the reasons quoted above. The occupation certificate of the project has been received on 02.08.2019. The respondent has delayed in offering the possession and the same has been offered on 21.02.2024(as mentioned in table)

#### ***Validity of offer of possession***

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 should not be accompanied by unreasonable additional demands.**





In the present matter, the respondent has offered the possession of the allotted unit on 21.02.2024 i.e., after obtaining occupation certificate from the concerned department on 02.08.2019 along with alleged additional demand of Rs.22,98,434/-. Therefore, no doubt that the offer of possession has been sent to the complainant 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.

24. 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. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 25.04.2016 till the date of valid offer of possession plus two months or actual handover of possession whichever is earlier at 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.

***G.I Pay the due rental charges from the date of completion as assured and to keep paying the same till 15 years as agreed between the parties or in the alternative the compensation for the breach may be directed to be assessed through the Hon'ble Adjudicating Officer and paid to the complainant.***

25. The complainant for the above said relief sought compensation. ***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 complainant 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.

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

26. Hence, the authority hereby passes this order and issues the following directions under section 37 of the act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.85% p.a. for every month of delay on the amount paid by complainant to it from the due date of possession i.e., 25.04.2016 till the date of valid offer of possession plus two months or actual handover of possession whichever is earlier.
- ii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iii. The rate of interest chargeable from the complainant-allottee by the





**HARERA**  
**GURUGRAM**

Complaint No. 2154 of 2021

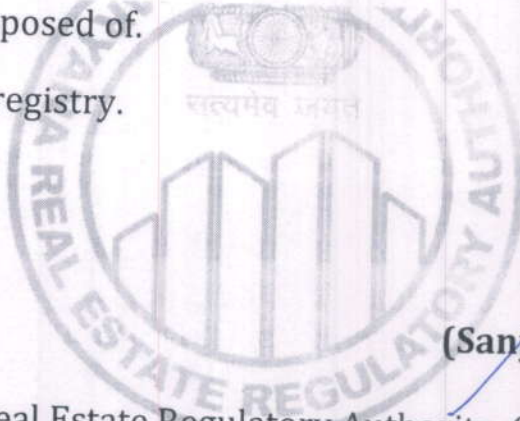
promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent-promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per section 2(za) of the Act.

iv. Since the occupation certificate is received on 02.08.2019. The respondent is directed to get the conveyance deed executed within a period of three months from the date of this order.

v. The promoter shall not charge anything which is not part of the BBA.

27. Complaint stands disposed of.

28. File be consigned to registry.



*(Signature)*  
**(Sanjeev Kumar Arora)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 01.03.2024

**HARERA**  
**GURUGRAM**



Page 11 of 11

HAIRERA  
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promoter, in case of default, shall be charged at the prescribed rate i.e.  
10.85% 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  
in the delay possession charges as per section 2(30) of the Act.  
Where the occupation certificate is received on 02.08.2012, the  
respondent is directed to pay the compensation deed executed within a  
period of three months from the date of this order.  
The promoter shall not do anything which is not part of the RRA.

27. Complaint stands disposed of.  
28. The case is referred to the

*[Signature]*  
Secretary (General)  
Ministry  
Haryana Real Estate Regulatory Authority, Gurgaon

Dated: 01.08.2012