

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

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| Complaint no. | : | 1664 of 2022 |
| Date of filing complaint: | | 20.04.2022 |
| Date of decision: | | 16.04.2024 |

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| Sh. Gaurav Jain Smt. Neha Goyal R/O- L-49d, Saket, New Delhi | Complainants |
| Versus | |
| 1. Emaar Mgf Land Limited Office: Ece House, 28 Kasturba Gandhi Marg, New Delhi -110001 2. Kamdhenu Projects Pvt Limited Office :- 306-308, Square One, C-2, District Centre, Saket, New Delhi--110017 | Respondent |
| CORAM: | |
| Shri Arun Kumar | Chairman |
| Shri Vijay Kumar Goyal | Member |
| Shri Ashok Sangwan | Member |
| Shri Sanjeev Kumar Arora | Member |
| APPEARANCE: | |
| Sh. Nilotpal Shyam (Advocate) | Complainants |
| Sh. J.K Dang (Advocate) | Respondent |

ORDER

- The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall

be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottees as per the agreement for sale executed inter se.

A. Unit and project 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 and delay period, if any, have been detailed in the following tabular form:

| S.no. | Heads | Information |
|-------|--------------------------------------|--|
| 1. | Name of the project | Imperial Garden, Sector 102, Gurugram, Haryana |
| 2. | Nature of the project | Group housing colony |
| 3. | Total area of the project | 12 acres |
| 4. | DTCP license no. and validity status | 107 of 2012 dated 10.10.2012 valid till 09.10.2020 |
| 5. | Name of licensee | Kamdhenu Projects Pvt. Ltd. |
| 6. | HRERA registered/ not registered | <p>Registered in two phases</p> <p>i. 208 of 2017 dated 15.09.2017 [Valid up to 31.12.2018 for 49637 sq. mtrs. and extension granted vide no.3/2019 dated 02.08.2019 which is extended up to 31.12.2019]</p> <p>ii. 14 of 2019 dated 28.03.2019(Phase II) [Valid up to 17.10.2018 for 4.57 acres]</p> |
| 7. | Provisional allotment letter | 03.01.2019 [annexure 1, page 20 of complaint] |
| 8. | Unit no. | IG-07-0202, 2 nd floor, building no.7 [annexure R2, page39 of reply] |
| 9. | Area of the unit | 1228.17 sq. ft. (Carpet area) 2025 sq. ft. (Super area) |



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| | | [Page 39 of reply] |
| 10. | Date of execution of buyer's agreement | 29.01.2019 [annexure R2, page 31 of reply] |
| 11. | Possession clause | "7. Possession Within 60 (sixty) days from the date of issuance of Occupation Certificate by the concerned Authorities, the Company shall offer the possession of the unit to the Allottee. Subject to Force Majeure and fulfillment by the Allottee of all the terms and conditions of this Agreement including but not limited to timely payment by the Allottee of the Total Price payable in accordance with Payment Plan Annexure-III, along with stamp duty, registration and incidental charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company shall offer the possession of the Unit to the Allottee on or before 31-12-2018 or such time as may be extended by the competent authority." |
| 12. | Due date of delivery of possession | 10.03.2019 (From the payment plan at page 78 of the reply) |
| 13. | Total consideration as per the statement of account dated | Rs.1,23,82,086/- |

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| | 09.09.2020 at page 37 of complaint | |
| 14. | Total amount paid by the complainant as per the statement of account dated 09.09.2020 at page 37 of complaint | Rs.1,14,03,508/- |
| 15. | Occupation certificate granted on | 17.10.2019 [annexure R5, page 99 of reply] |
| 16. | Offer of possession | 05.11.2019 [annexure R6, page 102 of reply] |
| 17. | Revised offer of possession | 11.11.2019 [Annexure R7 page 104 of reply] |
| 18. | Date on which possession of the subject unit was taken by the complainants | 30.01.2020 [Page 5 of complaint and as agreed by the respondent on page 10 of the reply] |

B. Facts of the complaints:

3. That the respondents through their representative had approached the complainants and represented that the respondent's residential project name "imperial gardens" located at Sector-102, Dwarka Expressway, Gurugram, Haryana will effectively serve the residential purpose of complainants and his family and has the best of the amenities through a Diwali offer.
4. That the respondent no.1 claimed that they have obtained a license from the Director General, Town & Country Planning, Haryana (DTCP), Chandigarh for development of the Project Land into Group Housing Complex comprising of multi-storied residential apartments in accordance with law bearing license no.102 of 2012 dated 15.10.2012. Further, M/s Kamdhenu Projects Private Limited which is respondent no. 2 is the wholly owned subsidiary of

- respondent no.1 and is the owner of impugned project land whereby the respondent no. 1 entered in to a collaboration agreement. All the payments by the complainants have been made to respondent no. 1.
5. That based on the aforementioned representation and enquiries made, the complainants started payment from 26.11.2018 pursuant to which the buyer's agreement was signed on 29.01.2019. The complainants made the first payment of Rs. 100,000/- on 26.11.2018 for allotment of unit no. IG-07-0202 proposed to be built at 2nd floor in the impugned project.
 6. That as per agreement the respondent agreed to sell/ convey/ transfer the unit no. IG-07-0202 2nd Floor, Imperial Garden in the Complex situated at Sector-102, Village-Kherki, Gurugram, Haryana having a carpet area of 1228.17 sq. ft. for an amount of Rs. 1,11,08,900/- which includes basic sale price, external development charges and infrastructure development charges, applicable maintenance charges, and interest free maintenance security charges etc.
 7. That as per clause 7(a) of the ABA, the possession date for the impugned unit IG-07-0202 was agreed to be 31.12.2018.
 8. That the agreement further stipulates under Clause 12 that the Respondent Company, if failed to deliver the possession of the impugned unit within the stipulated time frame and subject to the force majeure conditions, shall pay compensation for the entire period till the date of handing over the possession in accordance with RERA Act.
 9. That the complainants in pursuant to the agreement for sale made a total payment of Rs. 1,23,82,086/- towards the impugned unit in accordance with the demand raised by the respondent.
 10. That the complainants have paid the amount towards the sale consideration towards the cost of the impugned unit in the complex including costs towards

other facilities wherein all the payments were made in accordance with the demand made by the respondent. Despite the said payments, the respondent failed to deliver the possession in agreed time-frame (i.e. December, 2018) for reasons best known to them and the respondent never bothered to intimate reasons and reasoning for the delay to the Complainants. Therefore, the respondent has breached the sanctity of the agreement to sell i.e. agreement. The offer of possession was made to the complainants by the respondent on 11.11.2019 and the actual physical possession of the impugned unit was handed over on 30.01.2020.

11. That the Hon'ble Authority granted the registration certificate to the respondent vide Regd. No. 208 of 2017 dated 15.09.2017 wherein the said registration was valid till 31.12.2018. However, the respondent failed to handover the possession by the said date.

That the complainants have paid the entire sale consideration within the stipulated time without any defaults in accordance with the agreement and thus entitled to the interest at prescribed rate for the unreasonable delays in delivering the possession by the respondent.. Henceforth, the respondent is liable to pay interest for delayed period of handing over the possession till the actual date of handing over the possession in accordance with Section 18 of the RERA Act.

C. Relief sought by the complainants:

12. The complainants have sought the following relief(s):
 - i. Direct the respondent to pay interest at prescribed rate for the delay period of handing over the possession calculated from the date of delivery of possession as mentioned in the agreement to the actual date of handing over the possession on the amount paid by the complainant towards the booked unit.

C. Reply by respondent no. 1

The respondent by way of written reply made following submissions

13. That the complainants had approached respondent no 1 and expressed an interest in booking an apartment in the residential group housing project being developed by the respondent known as "imperial gardens" situated in Sector 102, Village Kherki Majra Dhankot, Tehsil & District Gurgaon.
14. That the complainants were provisionally allotted apartment number IG-07-0202, having super area of 2000 sq ft and carpet area of 1228.17 sq ft vide allotment letter dated 03.01.2019. A buyer's agreement was executed between the parties on 29.01.2019.
15. That in accordance with the payment plan applicable to the complainants (annexure iii to the buyer's agreement), the complainants were required to make 7% of the unit price on booking, 8% of the unit price within 30 days from the issuance of the allotment letter and registered buyer's agreement, 75% on 10.03.2019 or intimation of possession, whichever was earlier, subject to registration of the buyer's agreement and 100% of ifms, 100% of operational charges and 10% of the unit price on 01.09.2020.
16. That however, the complainants had been extremely irregular with regard to payment. Consequently, respondent No 1 had to issue notices and reminders calling upon the complainant to pay the demanded amounts as per the payment plan. The various amounts credited to the complainants by respondent no 1 including gst rebate amounting to Rs 12,66,646, subvention credit, maintenance etc are also reflected in the calculation sheet. The respondent credited an amount of Rs. 1,50,000 as maintenance benefits and Rs. 9,59,819 as subvention benefit. 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 principal 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.
17. That in the meanwhile, respondent no 1 registered the project under the provisions of RERA. The project had been registered initially till 31.12.2018. However, respondent no 1 applied for extension of the validity of the project till 31.12.2019 in respect of a few towers that were yet to be completed on 31.12.2018, which extension was duly granted by this Hon'ble Authority. The registration certificate no. 208 of 2017 vide memo no. HRERA-140/2017/1083 and extension certificate dated 02.08.2019 .
 18. That in so far as Tower in which the unit in question is situated is concerned, respondent no 1 completed construction of the same and applied for the occupation certificate in respect thereon on 11.02.2019. The occupation certificate was issued by the competent authority on 17.10.2019.
 19. That upon receipt of the occupation certificate, respondent no 1 offered possession of the apartment in question to the complainants vide letter dated 05.11.2019. Revised letter of offer of possession was issued on 11.11.2019 . The complainants were called upon to remit balance amount as per the attached calculation sheet and also to complete the necessary formalities and documentation so as to enable respondent no 1 to hand over possession of the apartment to the complainants. Eventually, the complainants took possession of the apartment in question on 30.01.2020.
 20. That at the time of taking possession of the apartment, the complainants have admitted and acknowledged that they are fully satisfied with regard to the unit in all respects and also admitted and acknowledged that the complainants do not have any claim of any nature whatsoever against the respondent and that upon acceptance of possession, the liabilities and

obligations of the respondent as enumerated in the allotment letter/buyer's agreement, stand fully satisfied.

21. That it is most respectfully submitted that the contractual relationship between the complainants and respondent no 1 is governed by the terms and conditions of the buyer's agreement dated 29.01.2019. Clause 7 of the buyer's agreement provides that subject to force majeure conditions and delay caused on account of reasons beyond the control of respondent no 1, and subject to the allottee not being in default of any of the terms and conditions of the same, respondent no 1 expects to deliver possession of the apartment within a period of 60 days from the date of issuance of the occupation certificate by the competent authority. The occupation certificate was issued by the Competent Authority on 17.10.2019 and the offer of possession was made on 11.11.2019, i.e. within 30 days from the date of issuance of the occupation certificate. Thus, there is no delay in so far as respondent no 1 is concerned.
22. That thus, it is evident that there is no delay or default in so far as respondent no 1 is concerned and that the claim of the Complainants is misconceived, baseless and contrary to the agreed terms and conditions of the buyer's agreement dated 29.01.2019. It is submitted that when the buyer's agreement itself was executed on 29th January 2019 and the complainants were conscious and aware that construction of the unit//tower was yet to be completed and occupation certificate was yet to be applied for, the allegation that possession was promised to be delivered by 31.12.2018 is misconceived and illogical. Further, Clause 7(a) specifically provides that respondent shall offer possession of the unit to the allottee on or before 31.12.2018 or such time as may be extended by the competent authority. That it is pertinent to mention herein that the Buyer's agreement had been executed between the parties on 29.01.2019 whereas there has been a typographical error in clause

7(a) "the Company shall offer possession of the unit on or before 31.12.2018" rather it should have been 31.12.2019. Moreover, the complainants have defaulted in payment of sale consideration as per the applicable payment plan and hence the time lines for possession are not be calculated in the manner claimed by the complainants

23. That the complaint is bad for non-joinder of necessary party, i.e. HDFC Ltd which has a lien over the property in question. A copy of the tripartite agreement executed between the complainants, respondent and HDFC Ltd
24. That moreover, the respondent was additionally gravely affected due to its dispute with the contractor. It is submitted that the Respondent had appointed a contractor operating under the name and style of Capacite Infraprojects Ltd. for construction and implementation of the Project. The said contractor had assured, represented, warranted and claimed that it has the necessary resources, competence, capacity, capability and expertise for undertaking, performing, effectuating and completing the work undertaken by it. The respondent had no reason to suspect the *bona fide* of the said contractor at the relevant time and awarded the work to the said contractor. However, the said contractor was not able to meet the agreed timeline for construction of the project. The said contractor failed to deploy adequate manpower, shortage of material, etc. The respondent was constrained to issue several notices, requests etc. to the said contractor to expedite progress of the work at the project site but to no avail.
25. No written reply is filed by respondent no.2.
26. 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.

D. Jurisdiction of the authority:

27. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

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

E. II Subject matter jurisdiction

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

Section 11(4)(a)

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

Section 34-Functions of the Authority:

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

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

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

F. Findings on the relief sought by the complainant

F.1 Direct the respondent to pay interest at prescribed rate for the delay period of handing over the possession calculated from the date of delivery of possession as mentioned in the agreement to the actual date of handing over the possession on the amount paid by the complainant towards the booked unit.

29. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

.....

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

30. Clause 7 of the buyer's agreement 29.01.2019 provides for handing over of possession and is reproduced below:

Within 60 (sixty) days from the date of issuance of Occupation Certificate by the concerned Authorities, the Company shall offer the possession of the unit to the Allottee. Subject to Force Majeure and fulfillment by the Allottee of all the terms and conditions of this Agreement including but not limited to timely payment by the Allottee of the Total Price payable in accordance with Payment Plan Annexure-III, along with stamp duty, registration and incidental charges and other charges in connection thereto due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company shall offer

31. In the present case, the buyer's agreement was executed on 29.01.2019 and as per clause 7 of the said agreement, the due date cannot be computed as the said clause given due date of 31.12.2018 seems to be self-contradictory. It was also observed that the due date of possession cannot be a date prior to the date of execution of the buyer's agreement. Hence, a date for rehearing was fixed.
32. The case of the complainant is that the due date of handing over possession should be considered as 31.12.2018. However, the counsel for the respondent stated at bar that the contract cannot have retrospective implications, especially with financial effect. Further, the counsel for the respondent stated that the date of agreement is 29.01.2019 which mistakenly provides that possession shall be provided on or before 31.12.2018 which should have been 60 days from the grant of occupation certificate as mentioned in the first line of the clause 7 of the buyer's agreement. Therefore the due date comes out to be 17.12.2019 as the occupation certificate was obtained on 17.10.2019. The complainants have made payments after 31.12.2018 voluntarily and also executed an indemnity. It was a ready to move in unit. He further also refers to the payment plan at page 78 of the agreement where the payments are shown up to September 2020.
33. The authority is of the view that contention of the complainant to treat the due date of possession as 31.12.2018 does not hold any merit as the buyer's agreement in the present case was executed on 29.01.2019 and the liability of the respondent under proviso to section 18(1) of the Act w.r.t. payment of delay possession charges cannot be retrospective in nature. Further, the authority also does not concur with the contention of the respondent w.r.t. calculating due date of possession w.e.f. 60 days from the date of occupation certificate. If such an interpretation is considered then there would never be any delay in handing over the possession and the very purpose of proviso to

section 18 of the Act would be defeated. It is observed that the opening lines of the clause 7 of the buyer's agreement lays emphasis on the liability of the allottee to take physical possession of the subject apartment within a period of 2 months of the occupation certificate issued for the said apartment as incorporated under section 19(10) of the Act.

34. The authority observes that the entire buyer's agreement has to be read together to ascertain the due date of handing over possession. The authority has gone through the entire buyer's agreement and it is relevant to refer to the payment plan agreed inter se parties which is reproduced as under for ready reference:

SCHEDULE OF PAYMENT

| Sl.# | Linked Stages | Description | Due date | Total | GST* | Total Amount |
|------|---|-------------------------------------|-----------|-----------|---------|--------------|
| 1 | On Booking | 7% of Unit Price* | 02-Jan-19 | 723,526 | 86,824 | 810,350 |
| 2 | Within 30 days of issuance of allotment letter & registered buyers agreement | 8% of Unit price* | | 826,886 | 99,226 | 926,112 |
| 3 | 10 Mar 19 or Intimation Of Possession (whichever is earlier . Sub. To Regis . of BBA) | 75% of Unit price* . 100% of IDC | | 8,353,980 | 930,247 | 9,284,227 |

| | | | | | | |
|---|--------------------------------------|--|------------|------------|-----------|------------|
| 4 | 1 st September 2020 | 100% of IFMS, 100% of Operational charges , 10% of Unit Price* | | 1,184,608 | 146,713 | 1,331,321 |
| | | | Total(Rs.) | 11,089,000 | 1,263,011 | 12,352,011 |

35. At serial no. 3 of the said payment plan, the milestone was "10 Mar 19 or Intimation Of Possession (whichever is earlier)". From the said milestone of the payment plan, an inference can be drawn that the respondent was to send intimation of possession by 10.03.2019 and this date shall be treated as due date of handing over possession keeping in view the facts and circumstances of the present case. However, in the present case the respondent has sent intimation of possession only on 11.11.2019 after obtaining occupation certificate on 17.10.2019. Thus, there is delay on part of the respondent in offering possession of the subject unit.
36. **Admissibility of delay possession charges at prescribed rate of interest:**
The complainant are seeking delay possession charges however, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

37. 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.
38. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 16.04.2024 is @ 8.85 %. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
39. 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;"*

40. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85 % by the respondent/promoters

which is the same as is being granted to them in case of delayed possession charges.

41. On consideration of the documents available on record and submissions made 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. In the present case the due date is 10.03.2019. The occupation certificate was received on 17.10.2019 and the possession was offered to the complainants on 11.11.2019.
42. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 17.10.2019. The respondent offered the possession of the unit in question to the complainant on 11.11.2019. So, it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. The unit in question was handed over to the complainant vide unit handover letter dated 30.01.2020. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 month of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit, but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 10.03.2019 till the date of offer of possession plus two months i.e 11.01.2020.

43. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 10.85% p.a. w.e.f. from the due date of possession i.e., 10.03.2019 till the date of offer of possession plus two months i.e 11.01.2020 as per provisions of section 18(1) of the Act read with rule 15 of the Rules.


G. Directions of the Authority:

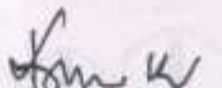
44. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. The respondent shall pay interest at the prescribed rate i.e., 10.85 % per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 10.03.2019 till the date offer of possession plus two months i.e 11.01.2020 as per proviso to section 18(1) of the Act read with rule 15 of the rules.
 - ii. The rate of interest chargeable from the allottees by the 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 allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - iii. Any amount paid towards delay in handing over the possession of the unit to the complainants shall be adjusted.

- iv. The respondent is directed to pay arrears of interest accrued, if any, after adjustment in statement of account; within 90 days from the date of this order as per rule 16(2) of the rules.
45. Complaint stands disposed of.
46. File be consigned to the registry.


(Sanjeev Kumar Arora)
Member


(Ashok Sangwan)
Member


(Vijay Kumar Goyal)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 16.04.2024

HARERA
GURUGRAM