

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

**Complaint no.:** 1134 of 2023  
**Date of complaint:** 06.03.2023  
**Order pronounced on:** 01.08.2024

Rampal Singh Chauhan

**R/o:** Village-Bass, Post-Achina, Tehsil-Ch-Dadri,  
District Bhiwani, Haryana-127307.

**Complainant**

Versus

Signature Global India Private Limited

**Registered office:** Ground Floor, Tower-A, Signature  
Tower, South City-I, Gurugram, Haryana-122001

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Shri Sahil Bhardwaj (Advocate)

**Complainant**

Shri Neeraj Kumar (Advocate)

**Respondent**

**ORDER**

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

**A. Unit and project related details**

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

S.no.	Particulars	Details
1.	Name of the project	"Signum, Sector-37 D Gurugram
2.	Nature of project	Commercial
3.	Rera Registered/Not	Registered 03 of 2017 dated 20.06.2017
4.	Unit no.	BFF16 (as per BBA page 19 of complaint)
	Unit admeasuring	198.73 sq. ft. (page 14 of complaint)
5.	Application form	05.12.2018 (page 11 of complaint)
6.	Date of buyer's agreement	24.12.2018 (page no. 14 of complaint)
7.	Possession clause	<p><b>8.1</b></p> <p><b>Schedule for possession of the said Unit - The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the association of allottees or the Governmental Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Unit along with ready on Aug-2021, unless there is delay or failure due to Force Majeure events. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit for residential usage. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 90 (ninety) days from that date on which Allottee confirms that it has become impossible for the Developer to implement the Project. The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the</b></p>



		<i>Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.</i>
8.	Due date of possession	28.02.2022 (as per BBA clause 8.1 by august 2021) Grace period is allowed in lieu of Covid-19) (*Note: inadvertently mentioned due date of possession as 31.02.2022 in proceedings dated 16.05.2024)
9.	Basic sale price	Rs.18,69,018/- (as per BBA page 24 of complaint)
10.	Total amount paid by the complainant	Rs.14,38,409/- (alleged by complainant page 6 of complaint) Rs.18,69,018/- (as per the conveyance deed page 147 of reply)
11.	Offer of possession	23.02.2023 (page 143 of reply)
12.	Occupation Certificate	25.01.2023 (submitted by respondent during proceedings dated 16.05.2024)
13.	Conveyance Deed	29.05.2023 (page 146 of reply)

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- I. That the respondent's project namely "Signum 37D", the subject matter of complaint is situated at Sector-37D, Village Gadholi Khurd &, Gadoli Kalan, Gurugram, Haryana.
- II. That the respondent advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. The respondent, while launching and advertising any new project always commits and promises to the targeted consumer that their property will be completed and delivered to them within the time agreed initially in the agreement while selling the unit. They also assured to the complainant that they have secured all the necessary sanctions and approvals from the appropriate

authorities for the construction and completion of the real estate project sold by them to the consumers in general.

- III. That in the year 2018, respondent through its agents approached the complainant with an offer to buy a unit in its project for a basic sale price of Rs.18,69,018/-. Thereafter, the respondent arranged the visit of its representatives to the complainant and assured they already have secured all the sanctions and permissions from the concerned authorities and departments for the sale of said project and it would hand over the retail shop soon. Relying upon those assurances and believing them to be true, the complainant booked a commercial retail unit no. BFF16 in the respondent's project admeasuring super built up area of 198.73 sq. ft. at the rate of Rs.9405/- per sq. ft.
- IV. Accordingly, the complainant paid Rs.2,22,000/- on 07.12.2018 as booking amount and the subject unit was booked vide application dated 05.12.2018.
- V. That the respondent assured the complainant that it would execute the builder buyer agreement at the earliest and maximum within one week. However, the respondent did not fulfil its promise and have not executed the agreement as agreed by it.
- VI. Thereafter, the complainant requested the respondent to allot the promised unit and to execute the required agreement for the same. However, the respondent ignored the request of the complainant and did not execute the required agreement for the next 2 weeks. Upon the regular follows up of the complainant, the respondent executed the builder buyer agreement dated 24.12.2018 allotting the subject unit in favor of the complainant.
- VII. Thereafter, the respondent started raising the demands of instalments from the complainant, which was duly paid by the complainant as per

A





agreed timelines and has paid Rs.14,38,409/- towards the sale consideration of the unit.

- VIII. As per clause 8.1 of the builder buyer agreement, the date of possession with respect to the subject unit was promised in August 2021 and even after including the grace period provided by the authority to the developers in lieu of covid-19 pandemic, the proposed date of possession comes out to be February 2022 but the respondent has still not handed over the unit after many repeated reminders and request by the allottee.
- IX. That the respondent has not completed the construction of the project till now and the complainant has not been provided with the possession of the said unit despite all promises done and representation made by the respondent.
- X. That the applicable Input Tax Credit (ITC) under GST chargeable over the project is 1% but the respondent has charged 8% from the complainant which is a clear violation of law and clearly depicting unfair trade practice.
- XI. That the conduct on the part of respondent regarding delay in delivery of possession of the subject unit has clearly manifested that the respondent never ever had any intention to deliver the said unit on time as agreed.
- XII. That the respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said unit, which amounts to unfair trade practice, which is immoral as well as illegal. The respondent has also criminally misappropriated the money paid by the complainant as sale consideration of said unit by not delivering the unit by agreed timelines. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said unit basis its false and frivolous promises and representations about the delivery timelines of the project.

- XIII. That the complainant has undergone severe mental harassment due to the negligence on the part of the respondent to deliver his unit on time agreed. The complainant had faced all these financial burdens and hardship from his limited income resources, only because of respondent's failure to fulfil its promises and commitments.
- XIV. That the cause of action accrued in favor of the complainant and against the respondent on 05.12.2018 when the complainant had booked the said unit and it further arose when respondent failed to deliver the subject unit on the agreed date. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has still not handed over the possession of the unit as agreed

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

4. The complainant has sought following relief:
- I. Direct the respondent to pay delay possession charges.
5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent contested the complaint on the following grounds: -
- i. That the complainant was allotted a retail unit no. BFF16 admeasuring 198.73 sq. ft. (super Area) having approx. 124.14 sq. ft. carpet area on FF floor in SIGNUM 37D respondent's project.
  - ii. That subsequent to the allotment of the subject unit the complainant entered into an agreement with the respondent for the delivery of possession vide buyer's agreement dated 23.12.2018 on the terms and conditions as contained therein.
  - iii. That the total cost of the subject unit was Rs.19,91,736/- excluding the other charges such as stamp duty, registration charges, other expenses etc.



in accordance with the buyer's agreement with time linked payment plan. The goods and service tax were payable extra as applicable. The total cost of the subject unit was escalation free, save and except increase on account of development charges payable to the governmental authority and/ or any other charges which may be levied or imposed by the governmental authority from time to time, which the complainant agreed to pay on demand by the respondent.

- iv. That the possession of the subject unit was agreed to be offered by Aug-2021 as the delivery of possession was subject to force majeure events and the complainant agreed for such extension time if the project is delayed due to force majeure conditions.
- v. That the project building plan was approved vide approval dated 08.06.2017 while the environment clearance approval was provided to the project vide approval dated 21.08.2017. That the proposed period of delivery of physical possession was subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities documentation as prescribed by the respondent and not being in default of any clause of the agreement.
- vi. That the agreed possession period would have been applicable provided no disturbance/hindrance had been caused either due to force majeure circumstances or on account of intervention by statutory authorities etc.
- vii. That prior to the completion of the project, various force majeure circumstances (such as construction bans, Covid-19 pandemic, various lockdowns etc) affected the regular development of the real estate project. The deadly and contagious Covid-19 pandemic had struck which have resulted in unavoidable delay in delivery of physical possession of the



apartment. In fact, Covid 19 pandemic was an admitted force majeure event which was beyond the power and control of the respondent.

- viii. That the outbreak of Covid-19 has been declared as a pandemic by the World Health Organization. Advisories/ directions including lockdown/ restrictions have been issued by the Govt. of India and also by the State Govt. The said pandemic has had serious consequences and was so deadly and contagious that complete lockdown was imposed several times not only in Haryana but in India and rest of the world also. That even lockdown was withdrawn various restrictions continued to be imposed.
- ix. That the development of the project was also adversely affected due to various orders of the Hon'ble Supreme Court, National Green Tribunal (NGT), Municipal Corporation Gurugram (MCG) etc. had directed ban on construction activities in Delhi NCR due to rise in pollution level mainly in festive season/ winter season for various periods thereby severely affecting the regular development of the real estate projects.
- x. That the period of 151 days in addition to the period affected by Covid-19 was consumed on account of circumstances beyond the power and control of the respondent owing to passing of orders by statutory authorities affecting the regular development of the real estate project. Since, the respondent was prevented for the reasons stated above from undertaking construction activity within the periods of time already indicated hereinbefore, the said period ought to be excluded, while computing the period availed by the respondent for the purpose of raising construction and delivering possession.
- xi. That the respondent made the offer of possession to the complainant vide letter dated 23.02.2023 and subsequently executed conveyance deed with the complainant on 29.05.2023.

7. All other averments made in the complaint were denied in toto.





8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

**E. Jurisdiction of the authority**

9. 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**

10. 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**

11. 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.*

12. 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. I Objection regarding force majeure conditions.**

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by August 2021. As per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 31.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 28.02.2022.

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

**G.I Direct the respondent to pay delay possession charges.**

14. Perusal of case file reveals that the builder buyer agreement was executed between the parties on 24.12.2018 against the commercial unit for a sale

A



consideration of Rs.18,69,018/-. As per clause 8.1 of the buyers' agreement, the respondent assured to hand over the possession of the subject unit on August 2021. However, the respondent offered the possession of the subject unit to the complainant on 23.02.2023 after obtaining occupation certificate on 25.01.2023 from the competent authorities.

15. Subsequently, the conveyance deed was executed and registered on 29.05.2023 for the subject unit during the course of present complaint. During proceedings dated 07.03.2024 the complainant appeared in person and submitted that the respondent is not handing over the physical possession of the subject unit as the unit is incomplete. Looking into the matter of not handing over the possession of the unit even after execution of conveyance deed and unit been incomplete. Authority directed the Engineering executive to visit the site to ascertain the reasons for not handing over the physical possession of the unit. The engineering executive submitted its report of inspection on 14.05.2024 and the relevant portion of report is reproduced as under:

**Conclusion:**

*The site of the project i.e., The Millenia, located at Sec-99A, Gurugram being developed by the M/s Signature Global (India) Pvt. Ltd. has been inspected and it is concluded that: -*

- (A) *The project consists of Eleven number of towers, one community building and one commercial as per sanctioned layout plan.*
- (B) *The project is registered with the authority vide R.C. no. 04 of 2017 dated 20.06.2017 valid up to 31.01.2023 (Extension u/s6 included)*
- (C) *Construction at the site has been completed by the promoter and OC for the project has been obtained vide memo no ZP-1140/JD(RA)/ 2023/2462 dated 25.01.2023.*
- (D) *The unit of the complainant i.e., BFF-16 has been completed and is in ready condition and common corridor, lifts are operational falling in the area of complainant unit.*
- (E) *Toilet at second floor is pending and work is going on at the site. However, toilets at ground floor are operational.*
- (F) *Out of 3 staircases 1 is completed and only railing work in two staircases are pending only.*
- (G) *Many shops have been opened in the commercial area.*





16. The abovementioned report clearly shows that the subject unit of the complainant is in ready condition and common corridor, lifts are operational in the area of subject unit. Therefore, the plea raised by the complainant that unit being incomplete is devoid of merit as the unit stands completed and an offer of possession was already made to the complainant vide letter dated 23.02.2023 after obtaining occupation certificate from the competent authorities on 25.01.2023. Further, 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.
17. The complainant herein intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

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

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

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

18. Clause 8.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

**8.1**

***Schedule for possession of the said Unit - The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the association of allottees or the Governmental Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Unit along with ready on Aug-2021, unless there is delay or failure due to Force Majeure events. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit for residential usage. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 90 (ninety) days from that date on which Allottee confirms that it has become impossible for the Developer to implement the Project. ...."***

A



*(Emphasis Supplied)*

19. The authority has gone through the possession clause of the agreement. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and the complainant not being in default under any provision of this agreement and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning.
20. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builder/promoter and buyer/allottee are protected candidly. The flat agreement lays down the terms that govern the sale of different kinds of properties like residentials, commercials etc. between the builder and the buyer. It is in the interest of both the parties to have a well-drafted buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the unit, plot or building, as the case may be and the right of the buyer/allottee in case of delay in possession of the unit.
21. **Admissibility of delay possession charges at prescribed rate of interest:**  
The complainant is 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 promoters, 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.

22. 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.
23. 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., 01.08.2024 is 9%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11%.
24. 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*

A



*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;"*

25. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11% by the respondent/ promoter which is the same as is being granted to complainant in case of delayed possession charges.
26. On consideration of the documents available on record and submissions made by both the parties, 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 dated 24.12.2018. By virtue of clause 8.1 of the agreement, the possession of the subject apartment was to be delivered by August 2021. As far as grace period is concerned, the same is allowed. The grace period of 6 months is allowed in the present complaint for the reasons mentioned above. In the present complaint the complainant was offered possession of the unit by the respondent on 23.02.2023 after receipt of the occupation certificate dated 25.01.2023 from the competent authority.
27. The respondent has obtained the occupation certificate on 25.01.2023. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 24.12.2018 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 24.12.2018 to hand over the possession within the stipulated period.
28. 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 25.01.2023 The respondent offered the possession of the unit in question to the complainant only on 23.02.2023. So, it can be said



that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' 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. 28.02.2022 till the date of offer of possession (23.02.2023) plus two months i.e., 23.04.2023.

29. 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 @ 11% p.a. w.e.f. 28.02.2022 till the date of offer of possession (23.02.2023) plus two months i.e. 23.04.2023 as per provisions of section 18(1) of the Act read with rule 15 of the Rules.

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

30. 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):

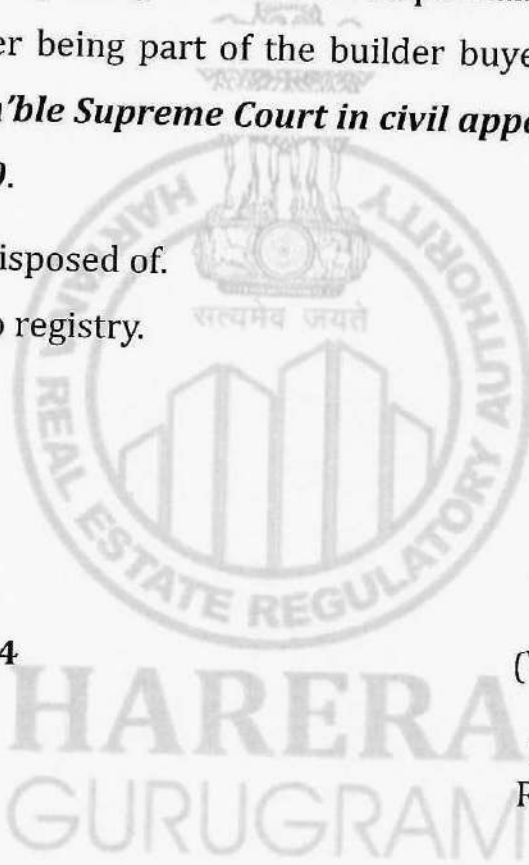
- I. The respondent is directed pay interest at the prescribed rate i.e., 11% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 28.02.2022 till the date of offer of possession (23.02.2023) plus two months i.e. up to 23.04.2023 as per proviso to section 18(1) of the Act read with rule 15 of the rules.





- II. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- III. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement. The respondent is not entitled to charge holding charges from the complainant/ allottee at any point of time even after being part of the builder buyer's agreement as per law settled by *Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.*
31. Complaint stands disposed of.
32. File be consigned to registry.

Dated:01.08.2024



V.1 - 3  
(Vijay Kumar Goyal)  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram