

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

Complaint no. 4325 of 2023  
Date of filing complaint 22.09.2023  
Date of first hearing 20.12.2023  
Date of decision 21.08.2024

1. Savita Rao  
2. Shilpi Rao

**Both Resident of:** 201, 245 Ross Drive, New  
Westminster, BC, Canada, V3L0C6  
(C/o Santosh Yadav, House no. 91, Sector 19, Shanti  
Nagar, Padhiyawas Road, Rewari 123401)

**Complainants**

Versus

M/s Spaze Towers Pvt Ltd  
**Regd. office:** Spazedge Sector 47, Gurugram-Sohna  
Road, Gurugram-122002

**Respondent**

**CORAM:**

Shri Ashok Sangwan

**APPEARANCE:**

Ms. Aditi Mishra Advocate

Mr. Harshit Batra Advocate

**Member**

Complainants

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 there under or to the allottee 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, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"PRIVY The Address", Sector 93, Gurugram, Haryana.
2.	Nature of the project	Residential Group Housing Complex
3.	Registered/not registered	Not Registered
4.	DTCP License no.	07 of 2011 dated 15.01.2011 valid upto 14.01.2021
5.	Name of licensee	M/s Spaze Towers Pvt. Ltd.
6.	Allotment Letter	17.02.2012 (Page 30 of complaint)
7.	Date of execution of agreement	17.05.2013 (Page 31 of complaint)
8.	Unit no.	E-154, 15 <sup>th</sup> floor, tower E (page no. 33 of complaint)
9.	Unit measuring	1998 sq. ft. [page no. 34 of complaint]
10.	Possession clause	<b>Clause 28(a)</b> <b>"Time of handing over of possession"</b> <i>That subject to terms of this clause and subject to the FLAT ALLOTTEE(S) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and further subject to compliance with all provisions, formalities, registration of sale deed, documentation, payment of all amount due payable to the DEVELOPER by the FLAT ALLOTTEE(S) under this agreement etc., as prescribed by the DEVELOPER, the DEVELOPER proposes to hand over the possession of the FLAT within a period of thirty six (36) months from the date of signing of this Agreement. If, however understood between the parties that the possession of various Block/Towers comprised in the complex as also the various common</i>

		<i>facilities planned therein shall be ready &amp; complete in phases and will be handed over to the Allottee of different Block / Towers as and when completed."</i> <b>(Emphasis supplied)</b> [page no. 44 of complaint]
11.	Due date of possession	17.05.2016 (Calculated to be 36 months from the date of signing of the agreement)
12.	Basic sale consideration	Rs. 66,21,082/- (As per payment plan on page no. 56 of complaint)
13.	Total amount paid by the complainant	Rs.68,52,064/- (As per statement of account dated 17.02.2024 on page 108 of reply)
14.	Notice of offer of permissive possession	03.11.2017 (page 112 of complaint)
15.	Occupation certificate dated	20.07.2018 (page 58 of reply)
16.	Offer of Possession	21.07.2018 (page 60 of reply)

**B. Facts of the complaint:**

3. The complainant has made the following submissions:

- a) That the real estate project "Privy the Address" was launched in the year 2011 and came to the knowledge of the complainants through the authorised representative of the respondent.
- b) That the complainant submitted application form dated 23.12.2011 for allotment of a residential unit in the project. Subsequently, vide allotment letter dated 17.02.2012, the complainant was allotted unit no. E-154, on 15<sup>th</sup> floor in tower E of the said project, admeasuring super area of 1998 sq. ft. for a total consideration of Rs.66,21,082/- inclusive of EDC, IDC, PLC, car parking and club membership charges.
- c) That at the time of booking, it was promised and assured by the respondent's representative that possession of the unit will be offered within 36 months but that promise was never fulfilled.
- d) That even after collecting huge amount of money from the complainants, respondent delayed the execution of buyer agreement for more than a

year. The buyer's agreement was executed between the parties on 17.05.2013.

- e) That as per clause 28 of the agreement, the respondent promised to deliver the possession of the unit within 36 months of execution of builder buyer agreement i.e., by 17.05.2016.
- f) That the complainants waited for possession till April 2016. However, the respondent delayed the delivery of possession. Despite several calls and other correspondences, the respondent failed to give a satisfactory response to the queries and concerns of the complainants.
- g) That after a delay of more than 2 years, the respondent vide letter dated 03.11.2017 informed the complainant that permissive possession may be delivered once complete payment of outstanding dues is realized. The said letter was sent without obtaining occupation certificate from competent authorities.
- h) That the respondent raised several illegal demands which were disputed by the complainants. The complainants even raised their grievances regarding the additional charges in offer of permissive possession letter.
- i) That the complainants after losing all the hope approached the Authority and filed a complaint along with the other allottees, Privy 93 Owners Association versus M/s Spaze Towers Pvt. Ltd. Bearing no. 279 of 2018 in May 2018 as the respondent was demanding charges which were not part of agreements executed between the parties and also demanded charges on the basis of increased super area (2128 sq. ft.) and even failed to provide delay possession charges to the complainants.
- j) That offering possession by the respondent on payment of charges which the buyer is contractually not bound to pay and are unreasonable as per the law laid down, cannot be considered to be a valid offer of possession. All the issues pertaining to additional charges and demand against the increased super area has been raised in complaint no. 279 of 218.

- k) That the complainant was offered possession vide offer of possession letter dated 21.07.2018 but same accompanied with additional demands, hence amounting to invalid offer of possession in light of orders passed by this authority in complaint case no. 1981 of 2018 titled as, "Gurpreet Singh Walia versus Emaar MGF Land Limited."
- l) That the respondent has violated Section 11 of the Act, 2016 and according to Sections 18(1) and 19(3) of the Act read with Rule 15 of the Haryana RERA Rules, 2017, the respondent is liable to pay the allottee interest for delaying the possession in violation of the terms of the agreement till the date of actual possession.
- m) That the complainants sent a letter dated 29.04.2019 to the respondent to handover the possession and that they are willing to pay the undisputed amount. The respondent vide letter dated 17.07.2019 replied that complainants are required to pay outstanding dues of Rs. 12,64,121/-. The complainants further sent an email dated 23.07.2019 stating that they are willing to pay the undisputed amounts simultaneously with respondent giving the possession of aforesaid unit, complete in all respects with all the facilities and amenities promised by respondent.
- n) That the order dated 11.04.2019 of this Authority was challenged before the Haryana Real Estate Appellate Tribunal in the matter of Privvy A93 Owners Association Vs. Spaze Towers Pvt Ltd. & Anr.(Appeal No 458 of 2019)and the Hon'ble Appellate Tribunal remanded back the matter to this Authority vide its order dated 15 11.2019. The Authority passed an order dated 31.01.2023 in the above-said complaint case, excerpts of which has been stipulated below:
- "The complainant association has filed the complaint for a number of reliefs including DPC. So far as DPC is concerned, the individual allottees are advised to file separate complaints for each unit."*
- o) That the complainants are thus filing the present complaint in compliance of orders dated 31.01.2023.

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

4. The complainant has sought the following relief(s):
  - I. Direct the respondent to pay delay possession charges from the due date of possession i.e., 17.05.2016 till handing over of possession.
  - II. Direct the respondent to offer a valid possession and handover actual vacant and physical possession of the unit.
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 is contesting the complaint on the following grounds:
  - a) That the complainants being interested in the real estate project of the respondent, group housing colony known under the name and style "PRIVY THE ADDRESS", Sector 93, Gurugram, Haryana tentatively applied for allotment of a unit and were consequently allotted unit no. E-154, 15<sup>th</sup> floor, tower E having a tentative super area of 1998 sq. ft. vide allotment letter dated 17.02.2012.
  - b) That after the allotment of the unit in favour of the complainants, a builder buyer agreement dated 17.05.2013 was executed between the parties. The complainants after being fully satisfied with the terms and conditions of the agreement, voluntarily and wilfully entered into the same.
  - c) That as per clause 28 of the Agreement, the due date of handing over the possession of the unit was subjective in nature and depends on the allottees having complied with all the terms and conditions of the agreement. It was categorically provided in clause 28(b)(i) of the agreement that in case of any default/delay by the allottees in payment as per the schedule of the agreement, the date of handing over of possession shall be extended accordingly solely on respondent's discretion till the payment of outstanding dues to the satisfaction of the respondent.

- d) That the complainant has defaulted in making payments, upon which reminders were also served upon the complainants. That details qua demands, reminders and receipts are as below:

Sr. No.	Particulars	Dated
1.	Demand letter	18.01.2012
2.	Demand letter	17.03.2012
3.	Reminder letter	08.05.2013
4.	Reminder letter	23.05.2013
5.	Reminder letter	24.05.2013
6.	Reminder letter	26.06.2013
7.	Reminder letter	12.07.2013
8.	Demand letter	05.08.2013
9.	Demand letter	03.09.2013
10.	Demand letter	07.11.2013
11.	Reminder letter	12.12.2013
12.	Reminder letter	06.01.2014
13.	Reminder letter	07.02.2014
14.	Demand letter	02.06.2014
15.	Reminder letter	18.06.2014
16.	Demand letter	11.12.2014
17.	Demand letter	02.01.2015
18.	Reminder letter	14.01.2015

- e) That the respondent completed the development of the project within the stipulated timeline despite a number of difficulties and hindrances and force majeure circumstances in doing the same. However, the following orders hindered the development of the project:

Sr. no.	Date of Order	Directions	Period of Restriction	Days affected	Comments
1.	07.04.2015	National Green Tribunal had directed that old diesel vehicles (heavy or light) more than 10 years old would not be permitted to ply on the roads of NCR, Delhi. It has	7 <sup>th</sup> of April, 2015 to 6 <sup>th</sup> of May, 2015	30 days	The aforesaid ban affected the supply of raw materials as most of the contractors/building material suppliers used diesel vehicles more than 10 years old. The order had abruptly stopped the movement of diesel vehicles more than 10 years old which are commonly used in construction



		further been directed by virtue of the aforesaid order that all the registration authorities in the State of Haryana, UP and NCT Delhi would not register any diesel vehicles more than 10 years old and would also file the list of vehicles before the tribunal and provide the same to the police and other concerned authorities.			activity. The order had completely hampered the construction activity.
2.	19 <sup>th</sup> July 2016	National Green Tribunal in O.A. No. 479/2016 had directed that no stone crushers be permitted to operate unless they operate consent from the State Pollution Control Board, no objection from the concerned authorities and have the Environment Clearance from the competent Authority.	Till date the order in force and no relaxation has been given to this effect.	30 days	The directions of NGT were a big blow to the real estate sector as the construction activity majorly requires gravel produced from the stone crushers. The reduced supply of gravels directly affected the supply and price of ready mix concrete required for construction activities.
3.	8 <sup>th</sup> Nov, 2016	National Green Tribunal had directed all brick kilns operating in NCR, Delhi would be prohibited from working for a period of 2016 one week from the date of passing of	8 <sup>th</sup> Nov, 2016 to 15 <sup>th</sup> Nov, 2016	7 days	The bar imposed by Tribunal was absolute. The order had completely stopped construction activity.





		the order. It had also been directed that no construction activity would be permitted for a period of one week from the date of order.			
4.	7 <sup>th</sup> Nov, 2017	Environment Pollution (Prevention and Control Authority) had directed to the closure of all brick kilns, stones crushers, hot mix plants, etc. with effect from 7 <sup>th</sup> Nov 2017 till further notice.	Till date the order has not been vacated	90 days	The bar for the closure of stone crushers simply put an end to the construction activity as in the absence of crushed stones and bricks carrying on of construction were simply not feasible. The respondent eventually ended up locating alternatives with the intent of expeditiously concluding construction activities but the previous period of 90 days was consumed in doing so. The said period ought to be excluded while computing the alleged delay attributed to the Respondent by the Complainant. It is pertinent to mention that the aforesaid bar stands in force regarding brick kilns till date is evident from orders dated 21 <sup>st</sup> Dec, 19 and 30 <sup>th</sup> Jan, 20.
5.	9 <sup>th</sup> Nov 2017 and 17 <sup>th</sup> Nov 2017	National Green Tribunal has passed the said order dated 9 <sup>th</sup> Nov, 2017 completely prohibiting the carrying on of construction by any person, private, or government authority in NCR till the next date of hearing. (17 <sup>th</sup> of Nov, 2017). By virtue of the said order, NGT had only permitted the competition of		9 days	On account of passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.

		interior finishing/interior work of projects. The order dated 9 <sup>th</sup> Nov, 17 was vacated vide order dated 17 <sup>th</sup> Nov, 17.			
			<b>Total days</b>	<b>166 days</b>	

- f) That the respondent obtained the occupation certificate of the project on 20.07.2018. A letter for the permissive possession dated 03.11.2017 was issued by the respondent in order to grant the permissive possession not for physically occupying the unit in question but for taking up the interior work and fit outs before actual possession. However, the possession of the unit was lawfully handed over to the complainants on 21.07.2018.
- g) That the complainants, in the present complaint has challenged the demands raised by the respondent. However, all the demands raised and charges imposed by the respondent upon the complainants are as per the agreement. The Authority, while disposing of the matter titled as "Privy Owner Association vs Spaze Towers Pvt Ltd." in complaint bearing no. 279 of 2018 of which complainant was also a part, upheld the charges demanded by the respondent.
- h) That as per the order dated 25.07.2023, the complainants are duty bound to pay all these charges however, the complainants till date miserably failed in remitting the outstanding dues in favour of the respondent. The complainants can't take the benefit of their own wrong and can't impose unreasonable allegation upon the respondent without paying the outstanding dues.
- i) That even after delay in making the payments of the outstanding dues on the part of the complainants, the respondent provided a compensation of Rs.2,31,468/- vide notice of offer of possession of the unit dated 21.07.2018.

j) That the respondent requested the complainants to take possession of the unit in question and further requested them to execute a conveyance deed in respect of the unit in question after completing all the formalities regarding the delivery of possession. However, the complainants did not pay any heed to the request of the respondent and threatened the respondent with the institution of unwarranted litigation.

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

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

**E. Jurisdiction of the authority:**

21. 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**

22. 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 the entire Gurugram District for all purposes 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**

23. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per the 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 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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder."*

24. So, given 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 objections raised by the respondent:**

**F.I Objections regarding force Majeure.**

25. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders passed by the district administration Gurugram, Hon'ble Punjab & Haryana HC, NGT, shortage of labour and construction material, etc. The pleas of the respondent advanced in this regard are devoid of merit. First of all, the possession of the unit was to be offered by 17.05.2016. Hence, the events alleged by the respondent do not have any impact on the project being developed by the respondent. Moreover, the orders passed were for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Furthermore, the respondent should have foreseen such situations. Thus, the promoter respondent cannot be given any leniency on the basis of aforesaid reasons and it is a well-settled principle that a person cannot take benefit of his own wrong.

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

**G.I Direct the respondent to pay delay possession charges from the due date of possession i.e., 17.05.2016 till handing over of possession.** ✓

**G.II Direct the respondent to offer a valid possession and handover actual vacant and physical possession of the unit.**

26. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
27. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the provisions of Section 18(1) of the Act which 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."*

28. Further, the buyer's agreement was executed between the parties on 17.05.2013. As per clause 28(a) of the said agreement, the possession was to be handed over within 36 months from the date of the signing of agreement. The said clause is reproduced below:

***"Time of handing over of possession***

*That subject to terms of this clause and subject to the FLAT ALLOTTEE(S) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and further subject to compliance with all provisions, formalities, registration of sale deed, documentation, payment of all amount due payable to the DEVELOPER by the FLAT ALLOTTEE(S) under this agreement etc., as prescribed by the DEVELOPER, the DEVELOPER proposes to hand over the possession of the FLAT within a period of thirty six (36) months from the date of signing of this Agreement. If, however understood between the parties that the possession of various Block/Towers comprised in the complex as also the various common facilities planned therein shall be ready & complete in phases and will be handed over to the Allottee of different Block / Towers as and when completed."*

***(Emphasis supplied)***

Therefore, the due date of handing over the possession to the complainants comes out to be 17.05.2016.

29. **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(s) 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, *ibid*. 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."*

30. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest.

31. 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., 21.08.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

32. The definition of term 'interest' as defined under Section 2(z a) 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;"*

33. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent which is the same as is being granted to them in case of delayed possession charges.
34. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 17.05.2013 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 17.05.2013 to hand over the possession within the stipulated period.
35. 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 20.07.2018. The respondent has offered the possession of the subject unit(s) to the respective complainant after obtaining occupation certificate from competent authority on 21.07.2018. 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., 17.05.2016 till the expiry of 2 months from the date of valid offer of possession (21.07.2018) plus two

months (i.e., 21.09.2018). The respondent shall handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties and the complainants are further directed to take possession of the allotted unit after clearing all the dues within a period of 30 days and failing which legal consequences as per the provisions of the Act will follow.

36. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the apartment buyer's agreement to hand over the possession within the stipulated period. Accordingly, non-compliance of mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter after adjustment of DPC already paid, if any as per the offer of possession letter, interest for every month of delay from due date of possession i.e., 17.05.2016 till offer of possession plus two months (i.e., 21.09.2018), at the prescribed rate i.e., 11.10 % p.a. as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

#### **H. Directions of the Authority**


37. 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 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., 11.10% p.a. for every month of delay on the amount paid by the complainant to the respondent after adjustment of DPC already paid, if any as per offer of possession letter from the due date of possession i.e., 17.05.2016 till offer of possession i.e., 21.07.2018 plus two months i.e., up to 21.09.2018 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.



- 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., 11.10% 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. The respondent is directed to issue a revised account statement after adjustment of delay possession charges and other charges as per above within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues if any, after adjustment of delay possession charges within a period of next 30 days. Further, as far as other demands are concerned, the same shall be in terms of the order dated 25.07.2023 based on the report of the Committee under the Chairpersonship of Ms. Suprabha Dahiya, IAS.
- IV. The respondent is directed to handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties and the complainants are further directed to take possession of the allotted unit after clearing all dues within a period of 30 days and failing which legal consequences as per provisions of the Act will follow.
- V. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.
38. Complaint stands disposed of.
39. File be consigned to the Registry.

**Dated: 21.08.2024**

  
**Ashok Sangwan**  
(Member)  
Haryana Real Estate  
Regulatory Authority,  
Gurugram