

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

Complaint no. :	5842 of 2022
Date of filing complaint:	07.09.2022
Date of decision	26.07.2024

Neelam Phaugat R/O: Complex, Sohna Road, Sector - 49, Gurugram, Haryana	Complainant
Versus	
M/S Magic Eye Developers Pvt. Ltd Regd. Office: Gf-09, Plaza M6, Jasola District Centre	Respondent

CORAM:	
Shri Sanjeev Kumar Arora	Member
APPEARANCE:	
Sh. Parikshit Siwach (Advocate)	Complainant
Sh. Gaurav Rawat (Advocate)	Respondent

ORDER

1. 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 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name and location of the project	The Plaza, Sector-106
2.	Nature of the project	Commercial
3.	DTCP license no.	65 of 2012 dated 21.06.2012 Valid till 21.06.2022
4.	Registered/not registered	Registered vide no. 72 of 2017 dated 21.08.2017 Valid till 31.12.2021
5.	Allotment Letter	20.08.2012 [pg. 19 of complaint]
6.	Unit no.	1102, 11 th floor , T-B2 [pg. 25 of complaint]
7.	Unit area admeasuring (Super area)	700 sq. ft. [pg. 25 of complaint]
8.	Date of buyer's agreement with original allottee	01.04.2013 [pg. 20 of complaint]
9.	Possession Clause	9.1

		Three years from the date of execution of agreement with two grace periods of six months each.....
10.	Due date of possession	01.04.2017 (Grace period included being unqualified) (Inadvertently mentioned as 01.04.2016 in the proceeding of the day 24.05.2024)
11.	Total sale consideration as per the applicant ledger dated 01.11.2022 at page 68 of reply	Rs. 43,07,824/-
12.	Amount paid by the complainant as per the applicant ledger dated 01.11.2022 at page 68 of reply	Rs. 43,07,824/-
13.	Occupation certificate	28.11.2019 [pg. 26 of reply]
14.	Offer of possession	30.11.2019 [pg. 46 of complaint]
15.	Possession Certificate	08.08.2020 [pg. 34 of reply]
16.	Letter for invitation of conveyance deed	03.02.2020 (Page 39 of reply)

B. Facts of the complaint

The complainants have submitted as under:

- That believing in the advertisements and specific representations of the respondent's representatives, complainant as an applicant and his spouse as co-applicant, for his/their personal use and occupation, bought all rights of the unit in tower/block no. b2, floor no. 11th, unit no. 1102, total super area 700 sq. ft., which had been allotted/confirmed by the respondent for a total basic sale price of Rs. 31,92,000/- @ Rs. 4,560/- per Sq. Ft. along with Rs. 70,000/- preferential location charges plus Rs. 2,98,200/- as external

development charges plus Rs. 28,000/- as infrastructure development charges plus Rs. 3,00,000/- for covered car parking charges plus 1,00,000/- for club membership charges plus Rs. 70,000/- as interest free maintenance security deposit; aggregating to a total amount of Rs. 40,58,200/- .

4. That to the utter shock and surprise to complainant/s, respondent came up with a buyer's agreement after almost a year later, on dated 01.04.2013 with a one-sided pre-printed, arbitrary, and unilateral apartment/flat buyer's agreement which was totally against/contrary to the terms agreed between the complainant/buyer and the respondent/builder, which was opposed by the complainant/s in wholesome, but due to unwarranted, undue and vague pressure owing to the deep pockets and holding of a superior position after getting almost 25% of the total amount of the said unit, the respondent managed to get signed their one-sided agreement under pressure and coercion.
5. That, according to the above said arbitrary and unilateral Buyer's Agreement signed between the parties on dated 01.04.2013, the said project should have been delivered by 01.04.2016 with two grace periods of 6 months each i.e.,01.04.2017 and if there is any delay, owing to default of the respondent company, a compensation of Rs. 5/- per square feet is mentioned/provided in the Buyer's Agreement, but to the contrary of this, huge penalty is imposed/provided for the defaulting allottee/s.
6. That the complainant till date have paid an amount of Rs. 43,00,665/- to the respondent company against the said flat. However, the possession was offered on dated 28.11.2019 as a deemed date of possession but the actual possession was handed over on dated 18.08.2020 after almost a delay of 9 months from Offer of possession, still with deficient common services as promised by the builder/respondent. And it is pertinent to mention here that

- the project got delayed for 52 months (approx.) without adding grace delay period according to the buyer's agreement.
7. That thereby the respondent failed to deliver the timely possession as assured and all the representations and assurances of the respondent company have turned all false and fraudulent and it is quite evident that the respondent have been wrongfully availed the monies of the complainant but the possession with all the promised amenities and services still looks distant.
 8. That the complainant had been repeatedly visiting the site office but to no avail against the economic might and superior position of the respondent company as none from the respondent company informs anything about the timelines of the project completion with all the promised amenities/services and the representatives just keep passing the buck.
 9. That before taking the possession of the allotted unit, complainant noticed the change in layout of the said unit in terms of sun room and minor changes, but no satisfactory reply was provided by the respondent.
 10. That the demarcation of the super area and carpet area was also sought from the respondent but no reply is given till date even when the registration/conveyance of the said unit was offered. It is pertinent to mention here that a clear instruction is being provided in the act/regulations/rules of the RERA that the registration has to be done only on the carpet area of the unit, not on the super area.
 11. That due to non-demarcation of the unit in terms of super area and carpet area, the load charges as per the calculation of the complainant comes out to be about 45%, which is very high/exorbitant and the cam charges also comes out to be very high.
 12. That due to the breach of obligations and wrongful conduct of the respondent the complainant has to suffer doubly on the one hand he has not

been delivered the unit noted above in time and on the other hand he has blocked his hard-earned money, for the dream home, as been speculated/dreamt off by the respondent.

13. That on the basis of the above it can be concluded that the respondent has miserably failed in completing above captioned project and in handing over the possession of the unit to the complainant in accordance with the agreed terms and has committed grave unfair practices and breach of the agreed terms between the parties. The respondent could not even complete the project and thereby the complainant as per the provisions under Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on account of violations and for non-compliance of contractual obligations in terms of section 34(f) of Real Estate (Regulation and Development) Act 2016 and under Section 18 (1) (a) of the Real Estate (Regulation and Development) Act, 2016 is entitled for the delay possession charges for the amount paid with interest at the rate of 18% p.a. compounded annually and appropriate remedy for change in layout plan without obtaining consent from the complainant or other allottees of the project along with the refund of overcharged/arbitrarily cam charged and also for mental agony and harassment being suffered right from the year 2016.

C. Relief sought by the complainant:

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

- i. Direct the respondent to pay interest on delayed possession.
- ii. Direct the respondent to provide the sun room as promised and to adhere to the original layout plan and construct the sun room as per the original plan.

- iii. Direct the respondent demarcate carpet area and super area as per rules and to get the conveyance deed registered.
 - iv. Direct the respondent to decrease the cam charges and reasonably be levied after proper discussion with RWA/ other allottees and refund the cam charged unreasonably of an amount of Rs. 73,447/- and interest levied @18% should be waived off.
 - v. Direct the respondent to pay litigation charges of Rs. 1,00,000/-
15. On the date of hearing, the authority explained to the respondents/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

The respondent has contested the complaint on the following grounds:

16. That the complainant took allotment of unit bearing no. 1102 measuring 700 sq. ft. in super area on 11th floor of tower b2 in the project "Plaza at 106" -Sector 106 Gurugram developed by the respondent vide agreement dated 01.04.2013 for a total sale consideration of Rs. 43,00,824/- .Vide clause 9.1 of the agreement , the respondent endeavored to offer possession of unit by 31.03.2017 subject to further force majeure event , if any . The complainant opted for construction linked payment plan and agreed that timely payment of the installments is essence of the transaction.
17. That the complainant has till date made an actual payment of Rs.41,23,034/-. The respondent completed the construction of project and after obtaining the occupation certificate on 28.11.2019 and issued letter of intimation-cum-offer of possession dated 30.11.2019 to complainant intimating that the date of offer of possession is the date of receipt of occupation certificate, i.e., 28.11.2019.

18. That the respondent, thereafter, vide email dated 26.12.2019 raised the demand due at the stage of offer of possession vide letter dated 20.12.2019. The respondent as per the terms of the agreement had also paid the compensation @ Rs. 5/- per sq. ft. of super area per month from the date of possession as agreed under the Agreement till the date of offer of possession to complainant and adjustment of the same was given as rebate of Rs. 111732/- from the demands due at the time of offer of possession.
19. That the complainant accepted the adjustment of compensation for delay, given as rebate amount and made the complete payment of the dues without any protest, whatsoever of Rs. 3,30,032/- after availing Rebate adjustment of Rs1,11,732/- on 18.01.2020. Thereafter, sometime is taken by respondent for finishing work and fitment of gadgets so that the warranty does not get expired and the taps, sink and other fittings do not get junked by the time possession is taken over by the allottees.
20. That however, due to the unfortunate outbreak of COVID-19 Pandemic prevailing then, since January 2020 which led to the shutting down of businesses, complete lock down across the nation from 25.03.2020, restricted movement of labour and person, shortage of supply, etc., the complainant could not visit to takeover possession of unit. After attaining the normalcy, complainant took over possession of the unit to his complete satisfaction, vide possession certificate dated 08.08.2020 without any protest. The complainant, vide the said possession certificate also accepted and acknowledged that she has taken over possession to her complete satisfaction. Without prejudice to the above, respondent is otherwise entitled to the Force Majeure for 6 months during which the COVID-19 pandemic was prevailing as per the Central advisory dated 28.05.2020 which Advisory is/was followed by Real Estate Regulatory Authorities and revised certificate

has been issued by the Authority extending the date of completion of projects by 6 months considering the Force Majeure circumstances created by covid-19 pandemic.

21. That the respondent even vide letter dated 03.02.2020 invited the complainant for execution and registration of the conveyance deed in his name. However, it is the complainant who has not yet come forward to get conveyance deed executed and registered in his name. Thereafter again in furtherance of the above letter dated 03.02.2020, another letter dated 08.01.2021 was sent by respondent intimating the revision in stamp duty charges and invited complainant to get the conveyance deed executed and registered in respect of unit in its favour.
22. That it is wrong to allege that the respondent got the incomplete maintenance agreement signed from the complainant under undue pressure. It is submitted that maintenance agreement in respect of the said unit was also executed on 16.10.2020 by the complainant on the stamp paper duly notarized and attested, after reading and understanding the terms and conditions thereof.
23. That the Act does not contemplate execution of any fresh agreement and therefore, buyer's agreement dated 01.04.2013 cannot be affected by the provisions of Act and has to be implemented in toto and to be read and interpreted "as it is" without any external aid including without aid of subsequent enactment especially the enactment which do not especially require its aid to interpret agreements executed prior to commencement of such enactment. Hence, rights and liabilities of the parties including the consequence of default/ default of any party have to be governed by buyer's agreement dated 01.04.2013 and not by the Act.

24. That the respondent has granted the compensation to complainant as per the agreed terms at the stage of offer of possession which has been duly accepted without any protest and thereafter, only complete payment in respect of the unit was made by the complainant to respondent. Hence, respondent discharged all its obligation towards the complainant as per terms of agreement.
25. That the instant complaint is further liable to be dismissed as not maintainable in as much as, the alleged delay in possession is not due to any act of omission or commission on part of respondent but due to various other factors like demonetization, non-completion of external development works by the Govt., and due to the fact that the completion of construction is linked with the timely payment of the installments by all the allottees including the complainant. It is submitted that there are many allottees who have failed to make payments of installments as per the construction linked payment schedule which has affected the progress of construction.
26. All other averments made in the complaints were denied in toto.
27. 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

28. 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, Haryana, the jurisdiction of Haryana Real

Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject-matter jurisdiction

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)(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.

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

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to pay interest on delayed possession.

30. The complainant intends 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."

31. Clause 9.1 of the floor buyer's agreement provides the time period of handing over possession and the same is reproduced below:

9.1 Schedule for possession of the said unit

The developer based on its present plans and estimates and subject to all just exceptions / force majeure / statutory prohibitions / court's order etc. contemplates to complete the construction of the said building / said unit within a period of three years from the date of execution of this agreement, with two grace periods of six months each, unless there is a delay for reasons mentioned in clause 10.1, 10.2 and clause 37 or due to failure of allottee (s) to pay in time the price of the said unit along with other charges and dues in accordance with schedule of payments given in Annexure C or as per the demands raised by the developer from time to time or any failure on the part of the Allottee(s) to abide by II or any of the terms or conditions of this Agreement.

32. 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 apartment buyer's agreement lays down the terms that govern the sale of different kinds of properties like residential, commercials etc. between the buyer and builder. It is in the interest of both the parties to have a well-drafted apartment buyer's agreement which would thereby protect the rights of both the builders and buyers 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 apartment, plot or building,

as the case may be and the rights of the buyer/allottees in case of delay in possession of the unit.

33. Grace period –As per clause 9.1 of the buyer’s agreement the developer contemplates to complete the construction of the said building / said unit within a period of three years from the date of execution of this agreement, with two grace periods of six months each. The buyer’s agreement was executed on 01.04.2013 along with two grace period of six months each. The grace period is allowed being unqualified .therefore the due date comes out to be 01.04.2017.

34. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges at the prescribed rate of interest on the amount already paid by him. 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.

35. 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.

36. 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., 26.07.2024 is 9.00%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11%.
37. 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 the complainant in case of delayed possession charges.
38. 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 as per the agreement. By virtue of clause 9.1 of the agreement, the possession of the subject apartment was to be delivered within three years from the date of execution of this agreement. For the reasons quoted above, the due date of possession is to be calculated from the date of execution of the buyer's agreement i.e., 01.04.2013 along with grace period of six months each, therefore due date of possession comes out to be 01.04.2017.
39. The respondent has obtained the occupation certificate on 28.11.2019. Copy 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 physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 01.04.2013 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 01.04.2013 to hand over the possession within the stipulated period.

40. 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 28.11.2019. The respondent offered the possession of the unit in question to the complainant only on 30.11.2019. So, it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. 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., 01.04.2017 till the date of offer of possession plus two months i.e., 30.01.2020.
41. Vide proceedings dated 24.05.2024 the counsel for the respondent stated that they have already paid compensation of ₹ 1,11,732/- to the complainant and waived off interest of ₹ 64,798/- on account of delayed payment by the complainant and after adjustment of these amounts, the complainant paid the remaining amount on 18.01.2020. Accordingly, the amount may be adjusted as the same is paid towards delay in handing over of the possession of the unit to the complainant.
42. 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. from the due date of possession i.e., 01.04.2017 till the date of valid offer of possession plus two months i.e., 30.01.2020 whichever is earlier per provisions of section 18(1) of the Act read with rule 15 of the Rules after deduction of the waived off interest already granted by the respondent.

F.II Direct the respondent to provide the sun room as promised and to adhere to the original layout plan and construct the sun room as per the original plan.

43. The complainant in its complaint stated that as per BBA "sunroom" was to be provided by the respondent and the same was not provided. Whereas the respondent in its reply stated that the wider portion of the balcony was described as "Sunroom" in the unit layout attached as annexure D to the agreement, which is an open room / space and the same has been provided to the complainant on site as part of his unit. Moreover, the occupation certificate was obtained on 28.11.2019 accordingly, the unit is constructed as per approved layout plan.

44. However, the Authority observes that if the complainant is not satisfied that the "sunroom" is not as per the layout plan as annexed with the buyer's agreement then the complainant may claim compensation under section 14 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation . Therefore the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

F.III Direct the respondent demarcate carpet area and super are as per rules and to get the conveyance deed registered.

45. As per Section 11(3)of the Act of 2016 , the respondent is directed to issue the specifications to the complainant. The same is reiterated below:-

11. Functions and duties of promoter:-

The promoter at the time of the booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely:-

- (a) Sanctioned plans , layout plans , along with specifications , approved by the competent authority , by display at the site or such other place as may be specified by the regulations made by the Authority ;
- (b) The stage-wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.

46. As per section 11(4) (f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

47. The possession of the subject unit has already been offered after obtaining occupation certificate on 30.01.2019 and the same was taken by the complainant on 08.08.2020. So, the respondent is directed to get the conveyance deed executed within a period of two months from the date of this order.

F.IV Direct the respondent to decrease the CAM charges and reasonably be levied after proper discussion with RWA/ other allottees and refund the CAM charged unreasonably of an amount of Rs. 73,447/- and interest levied @18% should be waived off.

48. The buyer's agreement was executed between the parties on 01.04.2013. As per definition clause I "CAM CHARGES" the shall be payable by the allottee of

the said unit proportionately on the super area of the said unit. The same clause is reiterated below :-

"CAM Charges" shall mean the charges for the Common Areas Maintenance, which shall be payable by the Allottee of the Said Unit proportionately on the Super Area of the Said Unit. < The CAM Charges shall be calculated by the Developer/ Maintenance Agency for providing various services including but not limited to running and maintaining the Project, manpower services like housekeeping, horticulture, security, fire fighting, maintenance crew, etc., cost of all common area consumables like electricity, power back-up, fuels, lubricants, cleaning supplies, toiletries, etc, Annual Maintenance Contracts, spares, replacements, any/all costs towards maintaining stores and insurance of plant & machinery, infrastructure, installations, equipment, Building/Project.

49. Therefore, the respondent is directed to charge the CAM charges as per the given clause. The complainant sent an email to the Authority on 18.07.2024 stating that" I would like to apprise the Hon'ble Court that the maintenance charges have been amicably settled between the parties and the complainant has paid the maintenance charge for the period of 01.04.2020 to 31.03.2024 on dated 22.02.2024"

F.V Direct the respondent to pay litigation charges of Rs. 1,00,000/-

50. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive

jurisdiction to deal with the complaints in respect of compensation & legal expenses.

G. Directions of the authority

51. Based on above determination of the authority and acceptance of report of the committee, the authority hereby passes this order and issues the following directions under section 37 of the Act in respect all matter dealt jointly to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent shall 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., 01.04.2017 till the date of valid offer of possession plus two months i.e., 30.01.2020 as per proviso to section 18(1) of the Act read with rule 15 of the rules. Also an amount which has already been given by the respondent as credit compensation shall be deducted / adjusted towards the delay possession charges to be paid by the respondent.
- ii. The respondent is also directed to issue fresh statement of account after adjusting delayed possession charges against outstanding dues if any within 30 days from the date of this order.
- iii. The complainant is further directed to pay outstanding dues if any to the respondent.
- iv. The respondent is directed to pay arrears of interest accrued within 90 days from the date of this order as per rule 16(2) of the rules.

52. Complaints stand disposed of.

53. Files be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 26.07.2024



HARERA
GURUGRAM