

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

Complaint no.: 335 of 2024
Date of complaint: 02.02.2024
Date of order: 13.02.2025

1. Paresh Chandra Das
2. Shipra Das
Both R/o: - X- 13, Hudaco
Place Andrews Ganj, New Delhi,
Delhi-110049

Complainants

Versus

M/s Ramprastha Promoters & Developers
Private Limited
Regd. office at: Regd. Office: C-10, C Block Market,
Vasant Vihar, New Delhi 110057

Respondent

CORAM:
Shri Vijay Kumar Goyal

Member

APPEARANCE:
Shri Nitin Tuteja (Advocate)
Shri Navneet Kumar (Advocate)

**Complainants
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 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 provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.



A. Unit and project related details

2. The particulars of 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:

S. No.	Particulars	Details
1.	Name of the project	"Primera", Sector 37D, Village Gadauli Kalan, Gurugram, Haryana
2.	Project area	13.156 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no. and validity status	12 of 2009 dated 21.05.2009 Valid up to 20.05.2024
5.	Name of licensee	Ramprastha Realtor Pvt. Ltd.
6.	RERA Registered/ not registered	Registered vide no. no. 21 of 2018 dated 23.10.2018 for an area of 3.257 acres Valid up to 31.03.2020
7.	Unit no.	203, 2 nd floor, tower/block no. C (Page no. 30 of complaint)
8.	Unit admeasuring	1720 sq. ft. (Page no. 30 of complaint)
9.	Date of execution of apartment buyer's agreement	04.10.2013 (Page no. 25 of the complaint)
12.	Date of approval of building plans	25.04.2013 (taken from another file CR/1214/2023 of same project decided on 24.10.2024)
13.	Possession clause	15. POSSESSION (a) Time of handing over the Possession Subject to terms of this Clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the DEVELOPER, the DEVELOPER shall endeavor to complete the construction of the Said Apartment within a period of 54 months from the date of approval of Building Plans by the office of DGTCP. The Allottee agrees and understands that the



		<p><i>DEVELOPER shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.</i></p> <p><i>(Emphasis supplied)</i></p> <p><i>(Page no. 66 of the complaint)</i></p>
14.	Due date of possession	23.02.2018 (calculated by the 54 months from approval of building plans i.e., 25.04.2013 including grace period)
15.	Total sale consideration	Rs.1,08,22,863/- (As per buyer's agreement on page no. 30 of complaint)
16.	Amount paid by the complainant	Rs.92,24,687/- (page 62 of complaint)
17.	Occupation certificate /Completion certificate	05.04.2023 (taken from another file CR/1214/2023 of same project decided on 24.10.2024)
18.	Offer of possession	06.04.2023 (E-mail dated 06.04.2023 page 63 of complaint *Note: inadvertently vide proceedings dated 12.12.2024 date for offer of possession was recorded as 31.12.2023)

B. Facts of the complaint

3. The complainants have made the following submissions: -

- I. That somewhere around in 2012, the respondent advertised about its new residential project namely "Primera", Sector 37D Gurugram. The respondent painted a rosy picture of the project in their advertisement representing that the project aims at providing world class amenities. It was also represented that the project shall have facilities like convenient shopping, primary & nursery school, clubhouse with swimming pool/gymnasium/yoga/aerobics lounge, amongst several others.
- II. That believing the false assurances and misleading representations in the advertisement pertaining to the project in question and relying on the strong market hold of the respondent, on 16.10.2012 the complainants booked a

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- residential plot in the said project of the respondent by executing a application form and paying booking amount.
- III. Thereafter, the respondent kept raising payment demands without executing the flat buyer agreement. Upon inquiring from the respondent as to when the agreement will be executed, he simply said that it shall be executed soon and asked the complainants to pay the instalments as per demands raised. Believing the false assurances of the respondent, the complainants kept making payment in accordance with the demands raised by the respondent, only in the hope that agreement shall be executed soon.
- IV. That after almost 1 year from the date of booking finally on 04.10.2013, a builder buyer agreement was executed between the parties for the unit no. 203, 2nd floor situated in block/ tower, C admeasuring super area of 1720 sq. ft. for a sale consideration of Rs.1,08,22,863/-.
- V. That as per clause 15 (a) of the said agreement dated 04.10.2013, the respondent undertook to offer possession of the said unit in question within 54 months from the date of approval of building plans by the office of DGTCP along with respondent shall be entitled to a grace period of 120 days. However, as per the records available with HARERA authority the said building plans of the project was approved on 25.04.2013.
- VI. That thereafter, the complainants kept making payments as per the demands raised by the respondent as per the payment schedule. The complainants paid a total sum of Rs.92,24,687/- against the total sale consideration of Rs.1,21,61,513/-.
- VII. That at the time booking, the respondent assured that the project has all the necessary approvals and sanctions in order to commence construction and the same would be done soon and that the unit in question shall be delivered within agreed timeframe. Further, few extra charges sought to be levied and the agreement also contained unfair clauses. To this, the complainants took

a serious note and pointed out the said anomalies to the respondent and sought an explanation to the same. However, the respondent simply assured that the agreement is a mere formality and they will stick to the representations made at the time of booking and they shall deliver possession soon. However, the respondent miserably failed in handing over possession of the plot in question till said due date and even till now.

VIII. That thereafter, not receiving offer of possession on the due date somewhere in 2018, the complainants visited the project site but to their utter shock, there was snail paced construction going at the project site and the project seemed nowhere near completion. Accordingly, the complainants immediately contacted the respondent in order to pursue them to complete the project, but to no avail.

IX. Further, the complainants had asked the respondent to clarify about the one-sided and unfair clauses in the agreement, namely stark contrast between the interest of 1.5 % per month being charged by the respondent on the delayed payments and the meagre delayed possession charges of Rs. 5/- sq. yard. for which the complainants were entitled on account of delay in handing over possession in violation of the buyer's agreement, to which the latter verbally replied that the delayed payment interest, if any, will be charged on the basis of the agreement and the delay in handing over possession of the unit was beyond the control of respondent.

X. That as per clause 14 (a) of the agreement, upon delay in payments, the allottee(s) could be made liable to the extent of paying 1.5% per month. On the contrary, as per Clause 17 (a), upon delay in handing over possession, the respondent would be liable to pay compensation only to the extent of Rs.50/- per sq. ft. for the period of delay. Such clauses of the agreement are clearly unfair and arbitrary thus making the agreement one-sided. Accordingly, the complainants pointed out these unfair clauses to the respondent, but to no

avail as to her utter shock, the said respondent said that the complainants shall be bound to abide by the clauses incorporated in the agreement as the same was signed by them.

XI. That having already invested almost all of their life savings in order to purchase the unit in question, the complainants had no other option but to believe the representations of the respondent and continue making payment, despite the fact that the respondent had not only delayed the project inordinately but was also not giving any concrete reply to the queries of the complainants regarding the expected date of delivery of possession.

XII. That throughout this period, the complainants along with the other buyers regularly and repeatedly followed up with the representatives of the respondent and enquired about the status of the project. However, the representatives of the respondent on every occasion made false and vague assurances that the possession of the project would be delivered as per schedule and kept on prolonging the matter unjustifiably without any cogent reason thereby inflicting great mental agony and hardship upon the complainants.

XIII. That on 06.04.2023, the complainants received offer of possession through email dated 06.04.2023 for the unit in question in the project. Thereafter, the respondent kept on pressurizing the complainants to pay the final outstanding towards the unit in question. The unit in question which was booked as well as executed builder buyer's agreement, the respondent here not only delayed in making offer of possession but had kept on threatening the complainants to levy holding charges as per their own accord. The said holding charges was no-where disclosed by the respondent at the time of booking of unit in question

XIV. That the respondent further committed an illegality by offering possession for unit in question without providing the copy of occupation certificate

despite numerous reminders. Thereupon, the complainants visited the project site but was stunned to see that it still did not seem complete with amenities promised by the respondent. This left the complainants completely devastated.

XV. That the possession of any residential unit cannot be offered without obtaining the occupation certificate from concerned authorities as the said OC is a legal mandate of the fact that the premises is safe in all regards and is fit to occupy and reside and is in accordance with the requirements laid down and as per the sanctions approved by the said authorities. Accordingly, the offer of possession can be made only upon receipt of occupation certificate. Further, no final outstanding demand or demand of maintenance charges or registration charges can be made without OC as a registry/conveyance deed cannot be executed without receipt of a valid occupation certificate. Also, no holding charges could be imposed without a valid offer of possession.

XVI. That the respondent simply duped the complainants of their hard-earned money and life savings. The aforesaid arbitrary and unlawful acts on the part of respondent have resulted into extreme kind of financial hardship, mental distress, pain and agony to the complainants.

XVII. That accordingly, the complainants herein are entitled to get interest on the paid amount at the rate as prescribed from due date of possession till the date of actual handing over of possession post receipt of occupation certificate.

C. Relief sought by the complainants:

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

- i. Direct the respondent to pay delay possession charges.
- ii. Direct the respondent not to ask for any other charges which was not the part of BBA.
- iii. Direct the respondent that above charges be adjusted in final due payment.

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5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds.

- i. That the present complaint is not maintainable before this Authority on account of due to lack of cause of action and lapse of limitation period. The complainants herein have filed the present complaint before the Authority inter alia praying for delay possession charges from 25.01.2018 along-with interests thereon against the booking of one residential flat no. C-203, 2nd floor in the project "Primera" of the respondent.
- ii. That furthermore, the complainants herein have not approached the Authority with clean hands and meticulously and fraudulently concealed their own deliberate defaults before the Authority. That time and again, the respondent herein has requested the complainants to come forward and visit the office of the respondent for post cancellation formalities. However, for the reasons best known to the complainants, the complainants failed to fulfil any formalities.
- iii. That the mal-intentions of the complainants have emerged to light with the present time-barred complaint. That assuming without admitting, even if the payment towards booking amount has been rendered by the complainants in 2013, the present claim for delay possession charges which is in the nature of recovery of money is clearly barred by limitation in terms of the provisions of the Limitation Act. Therefore, the present complaint claiming for delay possession charges along with interest is not maintainable on this account as well.
- iv. That furthermore, the complainants have failed to produce any material documents on record to support any existence of contractual obligation

between the parties which demonstrates default on the part of the respondent. More so, it is evident that the complainants herein are desperately attempting to take advantage of their own default which should be strictly dissuaded by the Court in the interest of justice and the well-established principles of law. That for this grave error, the complainants are liable to be penalized with exemplary costs.

- v. That at the threshold of the reply, it is submitted that the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other grounds that the respondent has raised through the present reply. Pertinently, the BBA on which the respondent is placing reliance upon dates back to the year 2013, whereas the complaint has been filed in 2024, evidently after a delay of 11 years. Neither any plausible explanation has been furnished by the complainants in respect of such delay nor any substantive ground has been raised in the complaint that would give way to condone such a phenomenal delay. Further, the delay itself is evident of the fact that the complainants did not wish to pursue his alleged rights against the respondent for several years and chose to wake up from slumber much later in a frivolous attempt to have his alleged rights indicated. In such circumstances, the authority ought to dismiss the complaint with exemplary costs.
- vi. That apart from the above-made submissions, the respondent has already received occupation certificate dated 05.04.2023 with respect to its project "Primera" and has offered possession to majority of allottees pertaining to such project.
- vii. That the objective of the 2016 Act is not only to safeguard the interests of the allottees but also, to ensure the healthy promotion of real estate sector and to protect the interests of the several stake holders involved in such sector.

viii. Therefore, in the abovesaid premises and surmises the present complaint is not maintainable in its present form and ought to be dismissed with exemplary costs upon the complainant.

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 the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority.

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 allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

....

(4) The promoter shall-

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

Section 34-Functions of the Authority:



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

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 complaint being time barred.

13. On consideration of the documents available on record and submissions made by the party, the authority observes that the buyer's agreement w.r.t. unit was executed with the complainants on 04.10.2013. Clause 15 of the buyer's agreement dated 04.10.2013, provides for handover of possession which states that the possession of the apartment shall be handed over within a period of within 54 months from the date of building plan approval plus grace period of 120 days for applying and obtaining occupation certificate of the subject unit. The authority calculated due date of possession according to clause 15 of the agreement dated 04.10.2013 from the date of approval of building plan i.e., 25.04.2013. The period of 54 months expired on 23.02.2018 including grace period of 120 days. Thereafter, on 06.04.2023 the respondent offered the possession of the unit to the complainants after receiving OC from the competent authority.

14. So, limitation if any, for a cause of action would accrue to the complainant's w.e.f. 06.04.2023. The present complaint, which seeks possession and delay possession charges was filed on 02.02.2024 before the offer of possession was made. Therefore, the complaint is maintainable and not barred by limitation.

G. Findings on the relief sought by the complainants.

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

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

"Section 18: - Return of amount and compensation

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

.....

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

(Emphasis supplied)

16. Clause 15(a) of the apartment buyer's agreement provides for handing over of possession and is reproduced below:

"15. POSSESSION

(a). Time of handing over the Possession

Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA shall endeavour to complete the construction of the said Apartment within a period of 54 months from the date of approvals of building plans by the office of DGTCP. The Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex."

17. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainants not being in default under any provisions of these agreements and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor 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

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commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such one sided clauses in the agreement and the allottees are left with no option but to sign on the dotted lines.

18. Due date of handing over possession and admissibility of grace period:

The promoter has proposed to hand over the possession of the apartment within a period of 54 months from the date of approval of building plans i.e., 25.04.2013 and further provided in agreement that promoter shall be entitled to a grace period of 120 days for applying and obtaining occupation certificate in respect of group housing complex.

19. In the present case, the promoter is seeking 120 days as grace period for applying and obtaining occupation certificate. The Authority relying on the judgement of the ***Hon'ble Appellate Tribunal in appeal no. 433 of 2022 tilted as Emaar MGF Land Limited Vs Babia Tiwari and Yogesh Tiwari***, wherein it has been held that if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of 90 days for applying and obtaining the occupation certificate. The relevant para of the above-mentioned judgement is reproduced below:

As per section 18 of the Act, if the project of the promoter is delayed and if the allottee wishes to withdraw then he has the option to withdraw from the project and seek refund of the amount or if the allottee does not intend to withdraw from the project and wishes to continue with the project, the allottee is to be paid interest by the promoter for each month of the delay. In our opinion if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of three months for applying and obtaining the occupation certificate. So, in view of the above said circumstances, the appellant-promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the Occupation Certificate.

20. Therefore, in view of the above judgement and considering the provisions of the Act, the authority is of the view that, the promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the occupation certificate. Thus, the due date of handing over of possession comes out to be 23.02.2018.

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

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.

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., **06.02.2025** is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

24. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the

promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

25. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainants 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. By virtue of clause 15(a) of the apartment buyer's agreement executed between the parties on 04.10.2013, the possession of the subject unit was to be delivered within a period of 54 months from the date of approval of building plans i.e., 25.04.2013 which comes out to be 23.02.2018 including grace period of 120 days. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement dated 04.10.2013 executed between the parties.

Occupation certificate was granted by the concerned authority on 05.04.2023 and thereafter, the possession of the subject unit was offered to the complainant on 06.04.2023. 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 physical possession of the subject unit within the agreed time frame and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 04.10.2013 to hand over the possession within the stipulated period.

27. 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 05.04.2023. The respondent offered the possession of the unit in question to the complainants only on 06.04.2023, so it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have 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 till the expiry of 2 months from the date of offer of possession (06.04.2023) which comes out to be 06.06.2023.

28. 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 complainants are entitled to delay possession

charges at rate of the prescribed interest @11.10% p.a. w.e.f. 23.02.2018 till the expiry of 2 months from the date of offer of possession (06.04.2023) which comes out to be 06.06.2023 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

G. II Direct the respondent not to ask for any other charges which was not the part of BBA.

29. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

G.III Direct the respondent that above charges be adjusted in final due payment.

30. The respondent is directed to issue a revised statement of accounts after adjustment of delay possession charges within 30 days and thereafter the complainants are directed to pay outstanding dues, if any, within next 30 days.

H.Directions of the authority.

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


- i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 23.02.2018 till expiry of 2 months from the date of offer of possession (06.04.2023) i.e., up to 06.06.2023 only as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.
- 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

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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 as per above within 30 days and thereafter the complainants are directed to pay outstanding dues, if any, within next 30 days and the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of buyer's agreement within next 30 days.
 - iv. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and no holding charges shall be levied as per law settled by *Hon'ble Supreme Court in Civil Appeal no. 3864-3899/2020 decided on 14.12.2020.*
32. Complaint stands disposed of.
33. File be consigned to registry.

Dated: 13.02.2025


(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram