

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.509 of 2024

Date of Decision: June 02, 2025

Forever Buildtech Pvt. Ltd., Ground Floor, Tower A, Signature
Tower, South City-1, Gurugram, Haryana-122001

Appellant

Versus

Akhil Jain and Disha Jain, B-308, Signature Global Roselia,
Sector 95A, Gurugram-122505

Respondents

CORAM:

Justice Rajan Gupta

Chairman

Rakesh Manocha

Member (Technical)

Present : Mr. Kamaljeet Dahiya, Advocate for the appellant.
Ms. Mehak Sawhney, Advocate for the
respondents.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated
16.11.2023, passed by the Authority¹. Operative part thereof
reads as under:

*“28. 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
complainant against the paid-up amount at
the prescribed rate i.e. 10.75% per annum
for every month of delay on the amount paid
by the complainant from due date of*

¹ Haryana Real Estate Regulatory Authority, Gurugram.

possession i.e. 18.11.2021 till 13.07.2022 i.e. expiry of 2 months from the date of offer of possession (14.05.2022) or actual taking over of possession (13.07.2022) whichever is earlier as per provisions of Section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act. 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.

- ii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e. 10.75% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e. the delayed possession charges as per section 2(za) of the Act. The benefit of grace period on account of Covid-19 shall be applicable to both the parties in the manner detailed hereinabove.”*

2. It appears that project in the name and style of “The Roselia” was floated in Sector 95A, Gurugram under Affordable Group Housing Policy. The respondents were allotted a unit therein vide letter dated 27.07.2018. Sale agreement was executed between the parties on 11.09.2018. Due date of possession of the unit was 18.05.2021. However, the promoter was granted Occupation Certificate on 06.05.2022. It made offer of possession immediately thereafter i.e. on 14.05.2022. Admittedly, the allottees took possession on 13.07.2022. Conveyance Deed was executed on the same day.

3. Mr. Dahiya, counsel for the appellant, has assailed the impugned order. As per him, benefit of three months on

account of *force majeure* has not been granted. The allottees are not entitled to compensation beyond the date the promoter made a valid offer of possession to them (14.05.2022).

4. Ms. Sawhney, counsel for the respondents, submits that six months' grace period has already been granted to the appellant by the Authority. It is not entitled to any further grace period. She has also emphasized that due date of possession being 18.05.2021, already there was delay on the part of the promoter in offering possession. Thus, the Authority has rightly granted delay compensation for the period from 18.11.2021 till 13.07.2022 (i.e. expiry of two months from the date of offer of possession which was 14.05.2022).

5. Heard learned counsel for the parties and given careful thought to the facts of the case.

6. We find no merit in the plea that the appellant is entitled to another three months' grace period on account of Covid-19 pandemic. Already six months grace period has been granted by the Authority.

7. As regards delay compensation for the period from 18.11.2021 till 13.07.2022, suffice it to say that the promoter made offer of possession on 14.05.2022 pursuant to which the allottees took possession on 13.07.2022 and Conveyance Deed was executed on the same day. There is nothing on record to show that there was any defect with offer of possession made on 14.05.2022. Thus, same would be deemed to be valid offer of possession. The allottees would, thus, be entitled to interest at the rate already granted by the Authority from due date of possession i.e. 18.11.2021 till 14.05.2022. As the Tribunal has

arrived at a finding that valid offer of possession was made on 14.05.2022, there is no ground to grant delay compensation beyond the said date.

8. As the allottees approached the Authority within less than three months after execution of Conveyance Deed, it is evident that they raised their grievance promptly and there was no undue delay on their part.

9. The appeal stands disposed of. However, it is made clear that the allottees would be entitled to interest from 18.11.2021 till 14.05.2022 and not beyond that.

10. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation & Development) Act, 2016 along with interest accrued thereon be remitted to the Authority for disbursement to the parties according to their shares, subject to tax liability, if any.

11. Copy of the order be sent to the parties/their counsel and the Authority.

12. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

June 02, 2025
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