

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

Complaint no.: 1873 of 2024
Date of filing: 14.05.2024
Date of decision: 02.05.2025

Sumit Kalia
Address at: 104-D, Palam Vihar,
Near Sunny Sweets, Ambala Cantt.,
Ambala, Haryana- 133001.

Complainant

Versus

M/s St. Patricks Reality Pvt. Ltd.
Regd. office: The Median, Central Park Resort,
Off Sohna Road, Sector 48,
Gurugram, Haryana.

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Mr. Daljit Singh Dalal (Advocate)
Mr. Venket Rao (Advocate)

Counsel for complainant
Counsel for respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	Central Park Flower Valley, Lake Front Towers, Sector-32, Gurugram
2.	Project area	10.925 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no. and validity status	84 of 2014 dated 09.08.2014 Valid up to 08.08.2024
5.	Name of the Licensee	Ravinder Singh-Balkaran-Vijay Raghav
6.	RERA registered/ not registered and validity status	Registered Registered vide no. 150 of 2017 dated 28.08.2017 Valid up to 31.07.2022
7.	Provisional allotment letter	29.05.2017 [Page 13 of complaint]
8.	Unit no.	G-104, First floor [As per BBA, page 15 of complaint]
9.	Unit area admeasuring	2134 sq. ft. [As per BBA, page 15 of complaint]
10.	Builder buyer agreement	01.07.2017 [Page 14 of complaint]
11.	Possession Clause	7.1 Possession <i>The company shall endeavour to offer the possession of the said apartment within a period of 36 months with a grace period of 6 months from the date of agreement subject to timely payment...</i> [Page 23 of complaint]
12.	Due date of possession	01.07.2021 [Note: 36 months from agreement and 6 months grace period is allowed being



		unqualified and unconditional + 6 months on account of COVID-19]
13.	Total sale consideration	Rs.1,17,69,600/- [As per BBA page 35 of complaint]
14.	Amount paid by complainant	Rs.1,07,21,526/- [As alleged by complainant on page 11 of complaint and as per page 46 of the complaint. The same has been admitted by respondent on page 95 of reply]
15.	Occupation certificate	13.01.2023 [As per page 85 of reply]
16.	Offer of possession	17.02.2023 [Page 47 of complaint]
17.	Reminder dated	05.04.2023 [Page 97 of reply]
18.	Letter for registration of the unit	10.07.2023 [Page 98 of reply]

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
 - a. The complainant booked a 3BHK apartment in "Lake Front Towers" Sector-32, Sohna, Gurugram on 15.05.2017. Apartment no. G-104 admeasuring 2134 sq. ft. for total basic sale price of ₹98,78,526/- with proposed luxury specification with a luxurious view inside out. However, its neither "lake front towers" nor having luxurious view inside out and is now changed to "aqua front towers" and a swimming pool, which was part of club replaces the lake which is not there at all. The proposed possession offered was "Diwali 2019" which was 27.10.2019.
 - b. The apartment buyer agreement (ABA) was signed on 01.07.2017 and in the ABA, the proposed date of possession was mentioned as 36+6 months i.e., 42 months from the date of signing the agreement, which comes out to be 01.01.2021.



- c. The payment was on construction linked basis which was followed by the complainant religiously with no delay and had taken a loan on the basis of loan arrangements from the financial institutions.
- d. The possession was offered (only on paper) on 17.02.2023. An amount of ₹1,07,21,526 has been paid by the complainant against BSP of ₹98,78,542/- by 05.01.2021. The complainant had filed a suit before the State Consumer Dispute Redressal Commission, UT at Chandigarh which was later withdrawn because of the jurisdiction issue.

C. Relief sought by the complainants:

- 4. The complainants have sought following relief(s).
 - a. Respondent shall hand over the possession immediately without asking for any payment whatsoever, till the final decision is made by the Hon'ble Authority.
 - b. Interest for every month of delay at the prevailing rate of interest shall be calculated on the basis of Hon'ble Authority's final decision- as per section 18(1) of Act.
 - c. The respondent should change clause 23.6 of the present apartment buyer agreement to clause 1.3 of the model annexure A [Agreement for Sale].
 - d. The specification of the apartment shall be strictly as agreed by the respondent while signing the ABA.
- 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:
- a. At the outset, in the year 2017, the complainant in search of a residential project learned about the project titled as 'Aqua Front Towers' earlier known as 'Lake Front Towers' (hereinafter referred to as 'Project'), being developed by the respondent over a piece of land admeasuring 10.925 Acres, situated at Sector 32, Tehsil Sohna, Gurugram, Haryana, India.
 - b. That after being satisfied with specification and veracity of the project, the complainant decided to purchase an apartment and had applied for booking vide Application for Provisional Allotment dated 07.05.2017, for allotment of an apartment admeasuring 2134 sq. ft. of super area comprising in the project upon his own independent judgment and investigation.
 - c. That the complainant had understood and agreed to the detailed terms of allotment which were contained in Schedule-1 to the booking application form and the charges which were to be paid along with the basic sale price and the increase in sale price due to various factors including but not limiting to cost escalation, etc. The complainant was well aware of the terms of booking and now at subsequent stage is attempting to dispute the same on one pretext or the other with malafide intent to wriggle out from its liabilities.
 - d. That the complainant was aware of the terms and conditions of the application form, which are identical to the terms and conditions of the Apartment Buyer Agreement, and also of the fact that the terms of the application form were to be read in

consonance with the Apartment Buyer Agreement. However, the complainant herein now very conveniently has refused to pay the charges as agreed on one pretext or the other.

- e. The respondent vide Provisional Allotment Letter dated 29.05.2017 has provisionally allotted an apartment bearing no. 104, Tower G, First Floor, in the aforesaid project (hereinafter referred to as 'Apartment') having tentative super area of 2134 sq. ft. in the said project. On 01.07.2017, an Apartment Buyer Agreement (hereinafter referred to as 'Agreement'), was executed for the said apartment having sale consideration of ₹1,17,69,600/- excluding all other taxes and charges mentioned and agreed by the complainant under the agreement. The said agreement was signed by the complainant voluntarily with free will and consent without any demur.
- f. That as per the provision of clause 7.1 of the agreement, the possession of the apartment was proposed to be offered within a period of 36 months along with a grace period of 6 months from the date of the agreement subject to other terms and conditions agreed under the agreement including timely payment of instalments and as per the same the possession was to be handed over on or before 01.01.2021, subject to force majeure circumstances.
- g. That the respondent is also entitled for the extension of 6 months' time period on account of the delay so caused due to worldwide spread of covid-19, which the Ld. Authority and other courts had considered as a force majeure circumstance and have allowed extension of 6 months to the promoters at large on account of

delay so caused as the same was beyond the control of the respondent. Further, the promoter is also entitled for 70 days extension till 2021 when construction was banned by NGT and EPCA. After considering all force Majeure Circumstances and the reasons beyond the control of the Respondent Company, the possession of the unit in question was to be offered on or before 10.09.2021.

- h. That the respondent vide letter dated 28.03.2019, intimated the complainant that the name of the project in question has been changed from 'Lake Front Tower' to 'Aqua Front Tower' due to the difficulty in getting registered trademark from the Trademark Registry and to necessitate the same, the respondent had to change the name of the project.
- i. That on 16.08.2018, the respondent vides intimation of payment due letter had intimated the complainant that an amount of ₹6,71,760/- was due and payable by the complainant towards under the construction linked plan opted by the complainant for the apartment in question.
- j. Despite, being aware of the payment schedule, the complainant herein has failed to pay the entire due amount as per the construction linked plan and the respondent herein vide Intimation for Payment Due Letter dated 09.01.2019, called upon complainant to pay an amount of ₹11,74,970/- due upon start of lower basement slab which included an amount of ₹37,177/- towards the previous dues of the complainant which the complainant had defaulted in paying.

- k. That on 15.06.2019, the respondent herein vide Revised Intimation of payment Due Letter had called upon the complainant to pay an amount of ₹8,68,821/- due upon start of 1st floor slab on or before 15.07.2019 which also included an amount of ₹10,358/- towards the previous dues of the complainant.
- l. That the respondent thereafter upon reaching the next stage in the construction milestone i.e. the start of the 3rd floor roof slab, called upon the complainant vide Intimation of Payment Due dated 01.08.2019 for payment of ₹17,27,284/-. The aforesaid amount includes an amount of ₹8,68,821/-, which had accrued due to the continuous default of the complainant in making complete and timely payments in accordance with the terms and conditions of the Apartment Buyer Agreement.
- m. That owing to such continuous default, the respondent herein was constrained to issue Reminder Letter dated 14.11.2019, calling upon the complainant to pay the overdue amount of ₹13,84,074/- due as per the construction linked plan ("Payment Plan") opted by the complainant which was required to be paid against the apartment in question. However, the complainant failed to pay the same within stipulated period. Several other Demand/reminder letters were also issued to the complainant for making payments.
- n. Also, as per the provision of Clause 8.2 of the Agreement, the complainant by his own free will and consent had agreed to pay the maintenance charges including charges for water as per maintenance bills raised by the Maintenance Agency/Company for maintenance of the common areas and facilities as mentioned in clause 8.1, from the date of offer of possession irrespective of

the fact that whether the allottee(s) actually has taken over the possession of the said apartment or not.

- o. That the complainant was aware of the terms pertaining to escalation cost and the formula since the time of signing and submitting the booking application for allotment of an apartment in the project. In this regard, Clause 2.12 of Schedule – I of the booking application may kindly be referred. Further, Clause 1.13 of the agreement also clearly stated that the complainants were liable to pay the escalation cost to a maximum of 10% as mentioned and agreed under the agreement.
- p. Thus, the complainant had always been aware of his obligation to pay the escalation cost and never protested against any of the terms of the Agreement at the time of execution of the same. It is evident that the Complainant has only raised the issue of escalation cost as an afterthought with the mala fide intention of avoiding his contractual obligations.
- q. The National Consumer Dispute Redressal Commission (NCDRC) while adjudicating upon similar cause of action in its judgment titled Kamal Kishore & Anr. vs Supertech Limited bearing Complaint No. 1009 of 2016, has also upheld escalation charges being based upon the RBI Index and demanded on the basis of the terms of the buyer's agreement. In the present matter as well, the Agreement clearly provides the method of calculation in Clause 1.13 and Annexure 5.
- r. It is pertinent to bring into the attention of the Ld. Authority that the Respondent herein has already complied with its obligations under the terms and conditions of the Agreement, completed the

Apartment in question and had received Occupation Certificate on 13.01.2023, from the Directorate of Town and Country Planning Haryana (DTCP), for the respective tower wherein, the Apartment of the complainant was situated.

- s. That in view of the occupation certificate, the respondent vide Offer of Possession Letter dated 17.02.2023, had offered possession of said apartment to the complainant. That vide same offer of possession letter dated 17.02.2023, the respondent even called upon the complainant to pay the balance amount of ₹14,38,940/- due upon offer of possession after adjusting/deducting the delay interest which the complainant was entitled for.
- t. The complainant vide the said offer of possession was also informed that the escalation cost had been calculated till the due date of possession as per the terms of the Agreement and an amount of ₹9,87,854/- was payable by the complainant towards the same. The respondent herein was committed to complete the construction of the project and has already offered the possession of the apartment in question vide Offer of Possession Letter dated 17.02.2023 post obtaining the OC on 13.01.2023.
- u. Further, the Respondent upon considering the inadvertent delay so caused in offering the possession had already provided/adjusted the delayed possession interest @ 9.6% p.a. i.e. the rate of interest applicable as per the Haryana RERA Rules as on the date of the offer of possession to the Complainant despite the delay not being attributable to the respondent which comes out to be ₹14,17,380/-. It is an evident fact, that the respondent

herein has already been adjusted/deducted from the final demands raised at the time of offer of possession an amount of ₹14,17,380/- as compensation and the same can be substantiated from the statement of account annexed along with the Offer of Possession Letter dated 18.02.2023.

7. The complainant has filed brief synopsis on 20.03.2025 which are taken on record. The authority has considered the same while deliberating upon the relief sought by the complainant. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. 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

10. 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.

11. 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 complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Respondent shall hand over the possession immediately without asking for any payment whatsoever, till the final decision is made by the Hon'ble Authority.

F.II. Interest for every month of delay at the prevailing rate of interest shall be calculated on the basis of Hon'ble Authority's final decision- as per Section 18(1) of RERA Act.

F.III The specification of the apartment shall be strictly as agreed by the respondent while signing the ABA.

12. The aforesaid reliefs are being dealt together as findings on one relief will definitely affect the findings on other reliefs.
13. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

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

14. Clause 7.1 of the Apartment Buyer's Agreement dated 01.07.2017 (in short, agreement) provides for handing over of possession and is reproduced below:

7.1 Possession

"The company shall endeavour to offer the possession of the said apartment within a period of 36 months with a grace period of 6 months from the date of agreement subject to timely payment..." (Emphasis supplied)

15. **Due date of handing over of possession:** As per the aforesaid clause, the respondent company has proposed to offer possession of the subject unit within a period of 36 months with a grace period of 6 months from the date of agreement. The Apartment Buyer's Agreement was executed inter se parties on 01.07.2017. Period of 36 months expires on 01.07.2020. Furthermore, a grace period of 6 months in terms of BBA as agreed between the parties is allowed to the respondent being unqualified and unconditional. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 01.07.2021.
16. **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.

17. 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.
18. 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., 02.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate + 2% i.e., 11.10%.
19. The definition of term 'interest' as defined under section 2(z) 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:

"(z) "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;"*

20. 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 complainant in case of delayed possession charges.
21. 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 7.2 of the Apartment Buyer Agreement, the respondent/promoter shall be necessarily required to complete the construction of the *within a period of 36 months with a grace period of 6 months from the date of agreement*. Therefore, in view of the findings given above, the due date of handing over of possession was 01.07.2021 (including 6 months on account of COVID-19). Occupation certificate was granted by the concerned authority on 13.01.2023 and thereafter, the possession of the subject unit was offered to the complainant on 17.02.2023. 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 to the complainant as per the terms and conditions of the Apartment Buyer's Agreement dated 01.07.2017 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the Apartment Buyer's Agreement dated 01.07.2017 to hand over the possession within the stipulated period.
22. 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 13.01.2023. The respondent offered the possession of the unit in question to the complainant only on 17.02.2023, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 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. 01.07.2021 till the expiry of 2 months from the date of offer of possession (17.02.2023) which comes out to be 17.04.2023.

23. 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 delayed possession at prescribed rate of interest i.e. 11.10 % p.a. w.e.f. the due date of possession i.e., 01.07.2021 till the date of offer of possession plus 2 months i.e., 17.04.2023 as per provisions of section 18(1) of the Act read with rule 15 of the rules.
24. Further, the promoter is directed to handover the physical possession of the subject unit complete in all respect as per specifications mentioned in BBA and as per provisions of section 17 of the Act on making due payment by the complainant-allottee, if any, and

thereafter, the complainant is obligated to take the possession within 2 months from the date of this order as per Section 19 (10) of the Act, 2016.

F.IV The respondent should change clause 23.6 of the present apartment buyer agreement to clause 1.3 of the model annexure A [Agreement for Sale].

25. The counsel for the complainant states that the respondent has asked for Rs.14,38,940/- dues as on 19.03.2023 which is absurd and uncalled for and the respondent should change the present apartment buyer's agreement to the model Annexure A in terms of clause 23.6 of the Apartment Buyer's Agreement.
26. The counsel for the respondent states that all the charges amounting to Rs.14,38,940/- charged at the time of offer of possession are valid as the same have been charged in terms of the clauses of the apartment buyer's agreement. Thus, the complainant is liable to pay the same being in consonance with the BBA and take possession of the subject property.
27. The authority is of the view that the Act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of *Neelkamal Realtors Suburban Pvt. Ltd.*



Vs. UOI and others. (W.P 2737 of 2017) decided on 06.12.2017 which provides as under:

*"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. **The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....***

28. Also, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

29. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the apartment buyer's agreement executed inter se parties.

G. Directions of the authority

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



- a. The respondent is directed to pay the interest at the prescribed rate i.e. 11.10 % per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 01.07.2021 till 17.04.2023 i.e. expiry of 2 months from the date of offer of possession (17.02.2023). 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.
 - b. Also, the amount of compensation already paid by the respondent towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to section 18(1) of the Act.
 - c. The directed to handover the physical possession of the subject unit complete in all respect as per specifications mentioned in BBA and as per provisions of section 17 of the Act on making due payment by the allottee, if any, and thereafter, the complainant is obligated to take the possession within 2 months from the date of this order as per Section 19 (10) of the Act, 2016.
31. Complaint stands disposed of.
32. File be consigned to registry.

Dated: 02.05.2025

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram