

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

Complaint no. : 851 of 2019  
First date of hearing: 30.07.2019  
Date of decision : 28.07.2021

Smt. Krishna

**R/o:-** Q-13-A, Street No.4, Manas Kunj Road,  
Vikas Vihar, Uttam Nagar, Delhi-110059

**Complainant**

**Versus**

M/s Vatika Limited

**Regd. office:** Vatika Triangle, 4<sup>th</sup> floor, Sushant  
Lok-, phase 1, Block A, Mehrauli Gurugram Road,  
Gurugram-122002

**Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Vijay Kumar Goyal

**Member  
Member**

**APPEARANCE:**

Sh. Yogesh Kumar Goyal Advocate for the complainant  
Sh. Mukul Kumar Sanwariya Advocate for the respondent

**ORDER**

1. The present complaint dated 12.03.2019 has been filed by the complainant/allottee in Form CRA 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 to the allottee as per the agreement for sale executed inter-se them.

**A. Project and unit related details**

2. The particulars of the project, the details of 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.	Heads	Information
1.	Name and location of the project	"Premium Floors", Vatika India Next, Sector 82, Gurugram
2.	Nature of the project	Residential Colony
3.	Project Area	182.796 acres
4.	DTCP Licence	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
5.	RERA registered/ not registered	<b>Not registered</b>
6.	Occupation certificate	06.06.2017
7.	Payment plan	Construction linked payment plan
8.	Date of execution of builder buyer's agreement	<b>10.03.2011</b>
9.	Allotment letter	07.09.2010 (page 52 of complaint)
10.	Unit no.	Plot no. 08, 400, SF, 4 <sup>th</sup> street, sector 82 C, Vatika India Next.
11.	Plot measuring	1381.67 sq. ft.
12.	Notice for termination letters	10.08.2011 & 12.10.2011 (page 138 & 142 of complaint)
13.	Re-allotment of unit	31.07.2014 (page 36 of reply)
14.	New unit allotted	5, F-7, Second floor (vide addendum dated 06.02.2018)

15.	Revised area	1410 sq. ft. (as per offer of possession page 39 of complaint)
16.	Total consideration	Rs. 52,21,273.14/- (As per SOA dated 11.03.2019 annexed at page 40 of the reply)
17.	Total amount paid by the complainant	Rs. 43,53,437/- (As per SOA dated 11.03.2019 annexed at page 40 of the reply)
18.	Due date of delivery of possession (As per clause 10.1 of the agreement: 3 years from the date of execution of agreement)	10.03.2014
19.	Intimation of possession for new unit	22.02.2018 (page 39 of reply)
20.	Delay in handing over possession till date of intimation of possession (22.02.2018) + 2 months i.e., 22.04.2018)	4 years 01 month 12 days

**B. Facts of the complaint**

- The respondent published various web advertisements as well as visual advertisements to attract the public at large to purchase residential floor in the said project. The respondent had approached the complainant in persuading her to purchase a residential floor in its said project and promised her state-of-the-art residential spaces that are affordable yet modern.
- That it is pertinent to mention here that the complainant being induced and dominated by the respondent and after paying the major amount of consideration against the said property, entered

into a builder buyer agreement dated 10.03.2011 and the same is annexed as annexure P-2. The details of the unit which was allotted to the complainant are as unit no 8/400/SF/4<sup>th</sup> street/82C/VIN of the proposed project Vatika India Next. According to the agreement, the respondent was under a legal obligation to hand over the possession of property by March 2014. But the respondent failed to fulfil the contractual obligation to the utter disappointment of the complainant, leaving her to suffer mentally as well as financially. The complainant paid the amount by issuing cheques/DD/Rtgs in favour of the respondent.

5. That the complainant had applied for allotment of a residential floor of the respondent "M/s Vatika Limited" vide an application dated 10.08.2010 under the project "Vatika India next" at Delhi Jaipur Highway, sector 82, Gurgaon Manesar urban complex, 2021, village Sihi, Shikohpur, Sikhanderpur Badha, Gurugram, Haryana 121009.
6. That the complainant paid Rs. 5,02,278/- vide cheque no 030009 dated 11.08.2010 drawn on ICIC bank as booking amount for the unit. The welcome letter dated 07.09.2010 was received by the complainant and unit no. 8/400/SF/4<sup>th</sup> street/82C/VIN was allotted to the complainant. The total amount payable in respect of that residential floor was Rs 50,91,869/- besides other charges as per the welcome letter.

7. In pursuance of the above, a "builder buyer's agreement: Premium floors" was duly received by the complainant and the same was executed between the builder and the complainant on 10.03.2011 in respect of the said unit. As per the plot buyer's agreement, possession of the plot was to be given by March 2014. At the time of agreement, the builder had claimed that it would hand over the possession in March 2014.
8. That the statement of account issued by the respondent clearly states that the complainant has already invested a substantial amount of Rs 43,53,437/- in this residential floor and is also willing to pay the balance amount due towards it. But due to the non-completion of the project as per the commitments made by the builder, the complainant is before this authority seeking justice.
9. That the builder has unilaterally changed the residential floor and forcing the complainant to sign the documents for another floor. Further, the allotted residential floor has been sold to some other one. It is pertinent to mention here that it has been more than 8 years from the date of booking of the property by the complainant and till date the project is not complete in all aspects. It was stated by the respondent that it would provide the state-of-the-art infrastructure including all the latest amenities within the project, where the complainant had booked the property within the

stipulated time period. But it has been more than 8 years from the date of booking and till date, work of building is nowhere near completion. It is a direct contravention of section 12 of the Real Estate (Regulation and Development) Act, 2016. Even after assurances and promises the respondent was not in a position to handover the actual possession of the property. It is pertinent to mention here that complainant had purchase the property for Rs 50,91,869/- and has already paid Rs. 43,53,437/- i.e., a major amount of consideration on the assurance of getting the possession of the property by March 2014 as the same was required for her "personal use", but it's been almost 5 years 9 months and till date, the respondent has not offered the possession. It is also a serious deficiency in services where the complainant has been suffering financially, mentally, and physically and the respondent must compensate her for unfair trade practice and delay in offer of possession. No occupancy certificate and completion certificate is available to the respondent as it is failed to complete the project till date.

10. It is pertinent to mention here that the respondent shall be liable to pay an interest of 18% on the due amount for the delay period as it has been charging for delayed in payment of Instalments. Hence, the complainant must be given the amount, which is due, due to delay till the filing of the present petition with 18% interest as stated in

the agreement. The complainant has time and again tried to correspond with the respondent regarding the possession of original allotted residential floor and the progress of the said property telephonically and had visited the respondent a number of times in the past 8 years and also send emails in relation with the property booked by her in Vatika India Next, but the respondent never had any kind of positive response to the date of offer of possession. This is nothing but an act of negligence from the side of the respondent and utmost disregard towards the complainant's concern. That despite promising several times and despite the commitments made while booking of the property, the complainant was made to suffer. Every time when the complainant used to bring the topic about the possession of property, the respondent always used to find a way to dodge the question by giving frivolous and uncertain replies to her. The respondent has failed to deliver the possession as promised and only assurances were given by it that it will deliver the actual possession of the property whenever the complainant visited their office in the span of 8 years. But no intimation about the progress of the project was given to the complainant by the respondent. The respondent did not feel any obligation towards the complainant even to notify her about the status of the project. The complainant has suffered a lot mentally as well as physically due to such acts of the respondent and the hard-

earned money which she had paid for the property in the respondent's project as now being enjoyed by the respondent. The complainant must be compensated for such financial, physical harassment as well as mental harassment cause by the respondent. Further, the respondent is not informing about actual size of the residential floor.

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

The complainant has sought following relief(s):

- i. Order the respondent to hand over the possession of the residential unit immediately to the complainant.
- ii. On failure of the respondent to handover possession of the residential floor immediately, order refund of the amount invested along with interest @18% per annum
- iii. Order the respondent to file the status report of the project.
- iv. Order the directors, chief financial officer and company secretary to pay the amounts mentioned supra in the event of failure by the respondent to pay the amounts within 10 days of the order of the RERA authority.
- v. Order attachment of the assets of the respondent, directors, chief financial officer and company secretary to secure the payment made by innocent investors like the complainant.



- vi. To provide the complete actual possession of the property within a time bound manner and to direct OP to give monthly interest on deposited principal amount for delayed possession within one month from the date of filing of the present complaint with interest within 90 days according to section 18(1) Real Estate (Regulation and Development) Act 2016, section 19(4) of The Real Estate (Regulation & Development) Act, 2016, section 19(4) of the Real estate (Regulation and Development) Act, r/w rules 15 and rule 16 of Haryana Real Estate (Regulation and Development) Rules, 2017 .
11. 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**

The respondent has filed the reply on the basis of the following grounds:

- i. The respondent submitted that present reply to the complaint is filed by Vipin Kumar Marya, who is authorized by respondent vide board resolution dated 25.03.2019 and is fully conversant with the facts and circumstances of the case on basis of knowledge derived from the available record maintained by it,

in the normal course of its business/functioning, and is duly authorized and competent to file the present reply.

- ii. The respondent submitted that the complainant is seeking physical possession of the unit in the present complaint and also seeking refund with interest in case the respondent failed to handover the possession. It is pertinent to mention here that the possession has already been intimated and offered to the complainant vide letter dated 22.02.2018. But it is the complainant who never took any initiative to take the possession and also neglected and grossly failed to pay the balance outstanding dues towards consideration.
- iii. The respondent submitted that the complainant has failed to fulfil her obligations towards the payment. The complainant has made the payment of only Rs. 43,53,437/- till October 2011 out of total sale consideration of Rs. 52,21,273.14/-. It is pertinent to mention here that as per the agreement to sell, the possession was to be handed over by 2014 but the complainant had stopped making payments after October 2011, meaning thereby, she since from the time of booking had sole intention to harass the respondent and to demand for extra money in future. Despite repetitive reminders, the complainant didn't make any payment within the respective time. Due to this act of

the complainant, the respondent was compelled to send the notice of termination of the allotment to her. The respondent sent the notice for termination to the complainant vide letter dated 10.08.2011 and again sent on 12.10.2011 which is annexed herewith as annexure R-2. Later, the respondent again sent the letter to the complainant for the payment of instalment due on 07.11.2011 which is annexed herewith as annexure R-3. The complainant failed to obey for the same.

- iv. It is humbly submitted that there was delay due to various cogent reasons which were beyond the control of the respondent. So, it become necessary to re-allot the unit to the other allottee. It is pertinent to mention here that there has been a revision in the master layout of the said township due to various reasons. The main reasons were GAIL pipeline passing though Vatika India Next township and re-alignment of sector roads by the authorities. Hence due to these reasons, the respondent initiated the re-allotment process. The same was intimated to the complainant vide letter dated 27.02.2012 which is annexed herewith as annexure R-4. Thereafter, the respondent again sent the letter for the same dated 25.07.2013 but the complainant never heard to such requests. Later, the respondent again sent the letter for re-allotment dated 31.07.2014 and the complainant gave her consent to that letter

and signed the addendum dated 06.02.2018. The complainant was allotted with new unit i.e. 2<sup>nd</sup> floor, 5, F-7, Vatika India Next having area of 1410 sq.ft. It means that the respondent was in contact with the complainant at regular interval.

- v. It is pertinent to mention here that the delay happened due to the circumstances which were beyond the control of the respondent; therefore, the delay could not be solely attributed on the part of the respondent. As per clause 11.1 of the agreement, it is specifically mentioned that if there is delay due to reasons beyond the control of the respondent, then the company shall be automatically entitled to the extension of time for delivery of possession of the said residential unit. Moreover, in such situation, the allottee is not entitled to claim compensation of nature whatsoever and the same was itself consented by the complainant while executing the addendum. But now, the respondent has obtained the occupation certificate for the residential project premium floors, in which the unit of the complainant is located. The same was also informed to the complainant vide letter dated 21.05.2018 which is annexed herewith as annexure R-6.
- vi. It is submitted that the respondent had also sent the letter for intimation of possession to the complainant dated 22.02.2018

and requested to clear the outstanding dues but the complainant didn't respond to such request nor paid long outstanding dues. The respondent again sent the reminder letter on 13.03.2018 and also on 11.04.2018 but again complainant did not show her willingness to take the possession or to pay the long outstanding dues. It is pertinent to mention here that the respondent had informed the complainant about the receiving of OC vide letter dated 21.05.2018 but she again disrespected the requests of the respondent. Due to this mischievous act of the complainant, the respondent had no other option but to terminate the allotted unit. The respondent had sent the notice for termination to the complainant vide letter dated 12.07.2018 which is annexed herewith as annexure R-7.

- vii. It is submitted that many times, the respondent demanded the due payments within the specified time, but the complainant always failed to obey the same. Hence, the complainant has violated the terms of section 19(6) of RERA Act, 2016 which says that the allottee shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement. Therefore, the complainant shall be liable to pay interest at the prescribed rate for the delay in payment

towards any amount or charges as per section 19(7) of the RERA Act, 2016.

viii. It is submitted that another substantial reason of delay was non-payment by the complainant till date. In the light of the above facts, it is evident that there is no dishonest and deceitful conduct of respondent as the complainant was updated about the status of the project. The complainant is making such unreasonable claims at such a belated stage. That such claims made by the complainant are mere counterblasts for her own breaches and defaults which are not attributable to the respondent. Further, it is submitted that the respondent has not adopted any unfair trade practice or even otherwise. It is relevant to mention here that the complainant has failed to take the possession of the unit till date even knowing about the receiving of occupation certificate by the respondent. Hence the complainant has violated the provisions of section 19(10) of the Act, of 2016 which provides says that the allottee shall take possession within two months of occupancy certificate.

**E. Rejoinder by the complainant**

i. The complainant submitted that even if the respondent takes the defense of non-registration of its project or that of not falling under the definition of 'ongoing project', the respondent

cannot get away with the liability arising out of non-compliance of its obligations. In pursuance of the above, it is clear that this Hon'ble authority has complete jurisdiction to entertain this complaint. It is most respectfully stated that the stand taken by the respondent is evasive and has been raised only to mislead this Hon'ble authority.

- ii. The complainant submitted that the last demand was raised by the respondent on 11.03.2018 on completion of flooring work and on offer of possession. However, such demand was raised even before the receipt of OC and CC of the project. OC of the project was received on 21.05.2018 as claimed by the respondent. So, the demand raised by respondent is null and void. Further, previous to this demand, last demand was raised on 19.08.2011 on completion of brick work with plaster. The amount of Rs. 12,88,030/- was paid by her and the ledger of the respondent shows the balance outstanding towards her is only Rs. 25,866.53/-. So, this amount is very small amount compared to period of delay taken by the respondent. She has paid Rs. 43,53,437/- compared to the price of floor which is Rs. 50,22,785/-. So, she has not defaulted as such in payment of instalments.

- iii. The complainant submitted that demand dated 19.08.2011 was raised on completion of brickwork with plaster. So, the unit allotted to her was constructed and identified and only flooring work was left but what were the reasons that unit was required to be changed was not justified. The change of the unit was done unilaterally, and the same unit was sold to other person at a higher price. So, agreement executed for original unit should be produced before the court so as the reasons of change of unit can be clearly identified by the authority. There was no condition which would require change of unit. So, the allegations made by respondent are false and baseless.
12. 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.

**F. Jurisdiction of the authority**

13. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as held in *Simmi Sikka v/s M/s EMAAR MGF Land Ltd. (complaint no. 7 of 2018)* leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage. The said decision of the authority has been upheld by the hon'ble Haryana Real Estate Appellate Tribunal in its judgement dated



03.11.2020, in appeal nos. 52 & 64 of 2018 titled as *Emaar MGF Land Ltd. V. Simmi Sikka and Anr.*

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

**G.I Delay possession charges**

**Relief sought by the complainant:** To provide the complete actual possession of the property within a time bound manner and to direct opposite party to give monthly interest on deposited principal amount for delayed possession within one month from the date of filing of the present complaint with interest within 90 days according to section 18(1) Real Estate (Regulation and Development) Act, 2016, section 19(4) of the Real Estate (Regulation and Development) Act, 2016, r/w rule 15 and rule 16 of Haryana Real estate (Regulation and Development) Rules, 2017.

14. It is not disputed that the complainant booked a premium floor in the project of respondent/builder known as Vatika India Next, Sector 82, Gurgaon on 07.09.2010. it led to execution of builder buyer agreement on 10.03.2011. Though the due date was 3 years from the date of execution of builder buyer agreement but there was re-allotment of the unit on 31.07.2014 for a total sale consideration of Rs 52,21,273.14/-. The complainant admittedly paid a sum of Rs 43,53,437 as evident from statement of account dated 11.03.2019. The due date of possession of that unit was fixed as 10.03.2014. A

number of letters were exchanged between the parties and which also led to issuance of notice for termination of re-allotted unit on 12.07.2018 but is not proved that the unit was ultimately cancelled. Rather the complainant was offered possession of the new unit vide letter dated 22.02.2018 after receipt of occupation certificate dated 06.06.2017. So, it means that the re-allotted unit of the complainant has not been terminated and is existing one. In the present complaint, 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. Section 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."*

15. Clause 10.1 of the builder buyer's agreement provides for time period for handing over of possession and is reproduced below:

***"10.1 Schedule for possession of the said residential unit***

*The company based on its present plans and estimates and subject to all just exceptions contemplates to complete construction of the said building/said residential unit within a period of 3(three) years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause (11.1),(11.2),(11.3) and clause (36) or due to failure of allottee(s) to pay in time the price of the said residential unit along with all other charges and dues in accordance with the schedule of payments or as*

*per the demands raised by the company from time to time or any failure on the part of the allottee(s) to abide by any of the terms or conditions of this agreement.*

16. At the outset, it is relevant to comment on the present possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and the complainant not being in default under any provisions of this agreement 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 favour of the promoter and against the allottee that even formalities and documentation etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. This is just to comment as to how the builder has misused his dominant position and drafted such clause in the agreement and the allottee is left with no option but to sign on dotted lines.

17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at 18%. 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.*

18. 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 case.
19. 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., 28.07.2021 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.
20. The definition of term 'interest' as defined under section 2(za) 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 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;"*

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
22. On consideration of the circumstances, the evidence and other record and submissions made by the complainant and the respondent and based on the findings of the authority regarding contravention as per provisions of rule 28(2)(a), the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 10.1 of the builder buyer's agreement executed between the parties on 10.03.2011, possession of the booked unit was to be delivered within a period of 3 years from the date of signing of the agreement which comes out to be 10.03.2014. In the present case, the complainant was intimated about possession vide letter dated 22.02.2018. Accordingly, it is the failure of the promoter to fulfil its obligations, responsibilities as per the builder buyer's agreement dated 10.03.2011 to hand over the possession within the stipulated period.

23. 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 offer of possession. In the present complaint, the occupation certificate was granted by the competent authority on 06.06.2017. However, the respondent offered possession of the unit in question to the complainant only on 22.02.2018, 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 justice, 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession, practically one 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., 10.03.2014 till the expiry of 2 months from the date of offer of possession 22.02.2018 which comes out to be 22.04.2018.
24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) of the Act on the part of the respondent is established. As such, the complainant is entitled for delayed possession charges @9.30% p.a. w.e.f. 09.03.2014 till 22.04.2018, as

per provisions of section 18(1) of the Act read with rule 15 of the rules and 19(10) of the Act of 2016.

**H. Directions of the authority**

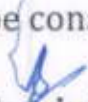
25. Hence, the Authority hereby pass the following order and issue directions under section 34(f) of the Act:

- i. The respondent shall pay interest at the prescribed rate i.e., 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 10.03.2014 till the date of intimation of possession i.e., 22.02.2018 i.e., expiry of 2 months from the date of offer of possession
- ii. The arrears of interest accrued till date of offer of possession shall be paid to the complainant within a period of 90 days from the date of this order and failing which the same would carry interest @9.30 p.a. till payment.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. Interest on the due payments from the complainant shall be charged at the prescribed rate of interest @9.30% p.a. by the promoter which is the same as is being granted to the complainant in case of delayed possession charges.

v. The respondent shall not charge anything from the complainant which is not part of the builder buyer's agreement. The respondent is not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020.


26. Complaint stands disposed of.

27. File be consigned to registry.

  
**(Samir Kumar)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

  
**(Vijay Kumar Goyal)**

Member

Dated: 28.07.2021

Judgement uploaded on 18.10.2021.