

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

Complaint no. : 486 of 2021
Date of Filing Complaint: 09.02.2021
First date of hearing : 07.04.2021
Date of decision : 02.02.2022

1. Vimal Chandok
2. Vaishali Chandok
Both RR/o:- V-26/4, DLF Phase-III, Gurugram **Complainants**

Versus

M/s Vatika Limited
Regd. office: Vatika Triangle, 4th Floor,
Sushant Lok-1, Block A, MG Road,
Gurugram-122002 **Respondent**

CORAM:
Dr. K.K. Khandelwal **Chairman**
Shri Vijay Kumar Goyal **Member**

APPEARANCE:
Shri Garv Malhotra **Advocate for the complainants**
Shri C.K. Sharma **Advocate for the respondent**

ORDER

1. The present complaint has been filed by the complainants/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 allottee as per the agreement for sale executed inter se.

A. Project and unit related details

2. The particulars of the project, the details of 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.	Heads	Information
1.	Name and location of the project	Signature Villa (formerly known as "Bellevue Residences) at Vatika India Next", Sector 82, 82A, 83, 84 and 85, Gurugram
2.	Project area	1.6 acres
3.	Nature of the project	Residential township
4.	DTCP license no. and validity	113 of 2008 dated 01.06.2008 valid up to 31.05.2018 71 of 2010 dated 15.09.2010 valid up to 14.09.2018 62 of 2011 dated 02.07.2011 valid up to 01.07.2024 76 of 2011 dated 07.09.2011 valid up to 06.09.2017 66 of 2014 dated 15.07.2014 valid up to 14.07.2019
5.	Name of licensee	Browz Technologies Pvt. Ltd. & Anr. Blossom Properties Pvt. Ltd. & Anr. Calida Developer Pvt. Ltd. & Anr. Spring Buildcon Pvt. Ltd. & Anr.
6.	RERA registered/ not registered	Not registered
7.	Date of execution of buyer's agreement	02.06.2016 (page 49 of complaint) *Note: There were two BBAs attached with the application one id dated 20.07.2015 where sign of the buyers are there but did not signed

		by the builder whereas there was one more BBA dated 2 nd June of 2016 signed by both the parties.
8.	Unit no.	Unit no. 215, 1 st floor, block A admeasuring 600 sq.ft. (page 51 of complaint)
9.	Total consideration	Rs. 71,97,090/- as per SOA dated 29.10.2019 (page 18 of complaint)
10.	Total amount paid by the complainants	Rs. 31,34,311/- as per SOA dated 29.10.2019 (page 18 of complaint) Rs. 51,34,311/- as alleged by the complainant at page no. and same was admitted by the respondent at page 19 of reply)
11.	Due date of delivery of possession	20.07.2019
12.	Intimation of possession	15.02.2019 (page 80 of complaint)
13.	Notice for termination	06.11.2020 (page 98 of complainant)
14.	Occupation certificate	Not obtained

B. Facts of the complaint

3. The complainants have submitted that the respondent is the developer of the project called "Town Square-II" in Sector 82, Gurugram, Haryana & had published many advertisements for the it to attract the public at large. From 23.12.2013 till date, the complainants have paid a total of Rs. 51,34,311/- out of the total sale consideration of Rs. 71,97,090/-. On 23.12.2013, the said property was booked by the complainants and they paid Rs. 6,00,000/- by way of cheque drawn on SBI vide cheque no. 578045. Thereafter, on 23.05.2014, the complainants paid Rs. 5,50,000 by way of cheque o. 8,43,460 and Rs. 2,22,057 by way of cheque drawn on OBC vide cheque no. 195054. The total amount paid by the complainants till 23.05.2014 was Rs. 7,72,057/- which is greater

than 10% of the total consideration. On 14.07.2014, an allotment letter was issued in favour the complainants stating that Rs. 13,72,057/- have been paid. On 20.07.2015, the complainants had duly signed and sent the BBA to the respondent. But the same was not signed and executed by the respondent for the reasons best known to it. It is submitted that the respondent-builder has purposely, malafide, illegally delayed the execution of BBA in order to arbitrarily delay the time period for possession. It is humbly submitted that it is a settled principle of law that "no person should be allowed to take advantage of their own wrongs" and thus, the due date of possession should be calculated from 20.07.2015 and not w.e.f. 02.06.2016. On 02.06.2016, a builder buyer's agreement was made and executed between parties for the above-mentioned unit bearing no. RET-007, A-1, 215, level 2, townsquare-II, 16, primrose Avenue Vatika India Next, Gurgaon, 122004. It is submitted that the respondent-builder also made the complainants sign an undertaking and so-called consent letter /NOC which is also arbitrary and bad in law. Under para 17 of the BBA, the possession of the unit was to be handed over within 48 months years, thereon from the date of execution of the flat buyers agreement dated 02.06.2020 i.e., four year from date of receipt of more than 10% of total consideration. It is humbly submitted that the time period for delay in delivery of the aforesaid unit should be calculated from this date in light of section 13 being violated and therefore this date should be considered as the due date of possession. On 15.02.2019 & 05.03.2019, an arbitrary, illegal, malafide intimation of

possession & a reminder for intimation of possession alongwith an illegal and arbitrary indemnity-cum undertaking (annexure 2) was sent respectively from the respondent builder to the complainant, whereby providing any services and deliverables for the same as per the sanctioned and layout plan.

4. The complainants sent a reply vide letter dated 22.05.2019, and 02.07.2019 and numerous emails to the arbitrary, illegal, malafide intimation of possession & a reminder for intimation of possession dated 15.02.2019 & 05.03.2019. On 12.08.2019, a legal notice was sent to the respondent/builder by the counsel of the complainants raising and highlighting the various irregularities and deficiencies & misrepresentations. On 29.10.2019, the complainants received a ledger sent by the respondent/builder reflecting the payments made and payments due along with customer ledger. On 30.10.2019 the complainants issued a cheque of Rs. 20,00,000/- in the favour of the respondent/builder. On 06.11.2020 an arbitrary, illegal, malafide notice for termination was sent to the complainants by the respondent builder.
5. The complainants had approached the respondent time and again seeking the information and status of the project and date of completion of all development works for handing over the complete physical possession of the said development works for handing over the complete physical possession of the said premises. After repeated reminders, the respondent assured that it would handover of complete physical possession soon. Yet no such offer has been made till now. Moreover, the respondent represented and

assured that it has applied for the occupation certification and would hand over the possession very soon. It is pertinent to note that no valid offer of possession has been made till date and the occupation certificate has not been given to the complainants. Despite all the obligations and payments schedule being met with by the complainants in time as and when demanded by the respondent. Thus, the notice of termination as well as several reminders thereafter as well as the illegal and malafide possession letter are arbitrary and bad in law and thus ought to be declared null and void to be especially when the OC/relevant approvals/NOCs/etc. have not been approved and granted till date and as it has been held in various judgments that offer of possession without OC is no offer of possession in the eyes of law.

6. Despite facing serious hardship on account of the delay, the complainants do not wish to withdraw from the project but be paid delayed possession charges/interest as prescribed under the Act. The complainants have complied with all the terms and conditions of the flat buyer's agreement but the respondents failed to meet up with their part of the contractual obligations and thus are liable for interest for delayed possession from the due date of possession i.e. the date of 23.05.2018 till actual handing over of complete physical possession. It is pertinent to mention here that the complainants did not default in any payment from the very beginning till now, but the respondents have not honored their part of commitment. Till date, no amount has been paid back to the complainants and the respondent is enjoying their hard-earned money for nearly past

more than seven plus years. Moreover, in the present project, the respondent has charged the complainants on super built up area whereas as per the new Act the basic sale price is liable to be paid on the carpet area only. This is a clear and blatant violation of the provisions, rules and object of the Act. The respondent had initially charged Rs. 600 sq.yards and later on the 35 sq. yrd. of additional area was arbitrarily added and illegally charged by the complainants. It is again pertinent to mention here that the respondent had yet to register its project "Town Square-II" with the RERA authority. The registration of the project is mandatory under section 3 of Act, 2016 within the stipulated time period, which the respondent has failed to do. सत्यमेव जयते

7. It is pertinent to mention here that respondent has not registered its project "Town Square-II" with the concerned authority within the stipulated time period prescribed under the Central Act. Therefore, under section 59 of Act, 2016, for non-compliance with the said Act and for such violation, penalty must be imposed on respondent. It is misusing the position and imposing unfair terms on the complainants and have committed an unfair trade practice. Respondent and their employees are attempting to cheat and defraud the complainants, out of their hard-earned money by engaging in dishonest conduct and unfair trade practices. For the purpose of the clarity, it is stated herein that in the column of registered mobile no. and registered email id, the complainants gives their express consent so as to specify/state the email id and mobile no. of the lawyer who has been engaged by the present

complainants and any communication made to such email id/mobile number would be deemed to be an express communication to them they want to shorten the process of communication. It is humbly submitted that the complainants have suffered great loss in terms of loss of rental income, opportunity to own and enjoy a home in Gurugram, burden of bank E.M.I's against the undelivered unit etc. The complainants have not been able to buy another flat in Gurugram as majority of their life's hard-earned money is stuck in this project. The complainants continue to visit from pillar to post to safeguard their hard-earned money in seek of justice. The respondent is liable to compensate the complainants for its above acts and deed causing loss of time, opportunity and resources of the complainants due to the malpractices of the respondent, the complainants suffered greatly on account of mental & physical agony, harassment and litigation charges. Thus, due to such hardship faced by the complainants by the act and misconduct of the respondent, they reserve their right to file and pursue a case for compensation before AO.

C. Relief Sought by the Complainants

- i. Direct the respondent to suspend, stay and cancel the illegal, arbitrary, malafide termination letter dated 06.11.2020 of the aforesaid mentioned property and reinstate the complainants to the aforesaid mentioned property and reinstate the complainants to the aforesaid property and put into operation the terms and conditions of the BBA duly signed between the parties.

- ii. Direct the respondent to pay interest for every month of delay at prevailing rate of interest till actual handing over of possession.

D. Reply by the respondent.

- i. That the complaint filed by the complainants before the Id. authority, besides being misconceived and erroneous, is untenable in the eyes of law. They have misdirected themselves in filing the above captioned complaint before this Id. authority as the relief being claimed by the complainants, besides being illegal, misconceived and erroneous, cannot be said to even fall within the realm of jurisdiction of this Id. authority.
- ii. That further, without prejudice to the aforementioned, even if it was to be assumed though not admitting that the filing of the complaint is not without jurisdiction, even then, the claim as raised cannot be said to be maintainable and is liable to be rejected for the reasons as ensuing.
- iii. That the relief sought by the complainants appear to be on misconceived and erroneous basis. Hence, the complainants are estopped from raising the pleas, as raised in respect thereof, besides the said pleas being illegal, misconceived and erroneous.
- iv. That apparently, the complaint filed by the complainants is abuse and misuse of process of law and the reliefs claimed as sought for, are liable to be dismissed. No relief much less any interim relief, as sought for, is liable to be granted to the complainants.
- v. That the complainants have miserably and willfully failed to make payments in time or in accordance with the terms of the

allotment/ builder buyer's agreement. It is submitted that the complainants have frustrated the terms and conditions of the builder buyer's agreement which were the essence of contract between the parties and therefore, they now cannot invoke a particular clause, and therefore, the complaint is not maintainable and should be rejected at the threshold. The complainants have also misdirected in claiming interest on account of alleged delayed offer for possession. Besides the fact that this Id. authority cannot be said to have any jurisdiction to award/grant such relief to the complainants, it is submitted that there cannot be said to be any alleged delay in offering of the possession.

- vi. It has been categorically agreed between the parties that subject to the allottees having complied with all the terms and conditions of the builder buyer's agreement and not being in default under any of the provisions of the said agreement and having complied with all provisions, formalities, documentation etc., the developer contemplates to complete construction of the said unit within a period of 48 months from the date of execution of the agreement. Further, it had been also agreed and accepted that in case of any default/delay in payment as per the schedule of payments, the date of handing over of the possession shall be extended accordingly.
- vii. That the complainants have failed to make payments in time in accordance with the terms and conditions as well as payment plan annexed with the buyer's agreement and as such the

complaint is liable to be rejected. It is submitted that out of the sale consideration of Rs. 79,20,137/-, the amount actually paid by the complainants is Rs. 51,34,311/-. Therefore, in the facts and circumstances detailed above, the complainants are not entitled to any relief as prayed for by the complainants in the present complaint.

- viii. That it is to be appreciated that a builder constructs a project phase wise for which it gets payment from the prospective buyers and the money received from the prospective buyers is further invested towards the completion of the project. It is important to note that a builder is supposed to construct in time when the prospective buyers make payments in terms of the agreement. It is submitted that it is important to understand that one particular buyer who makes payment in time can also not be segregated, if the payment from other prospective buyer does not reach in time. It is relevant that the problems and hurdles faced by the developer or builder have to be considered while adjudicating complaints of the prospective buyers. It is relevant to note that the slow pace of work affects the interests of a developer, as it has to bear the increased cost of construction and pay to its workers, contractors, material suppliers, etc. It is most respectfully submitted that the irregular and insufficient payment by the prospective buyers such as the complainants hampers the hands of developer/builder in proceeding towards timely completion of the project.

- ix. That the unit of the complainants is complete. As a matter of fact, the respondent has already applied for fire NOC and the approval shall be obtained very soon.

E. Jurisdiction of the authority

8. The respondent has raised objection regarding jurisdiction of authority to entertain the present complaint and the said objection stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the

allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated..... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.

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.

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

F. Findings on the relief sought by the complainants.

Relief sought by the complainants: The complainants had sought following relief(s):

- i. Direct the respondent to suspend, stay and cancel the illegal, arbitrary, malafide termination letter dated 06.11.2020 of the aforesaid mentioned property and reinstate the complainants to the aforesaid property and put into operation the terms and conditions of the BBA duly signed between the parties.
- ii. Direct the respondent to pay interest for every month of delay at prevailing rate of interest till actual handing over of possession.

F.I: Cancel the illegal, arbitrary, malafide termination letter dated 06.11.2020.

10. The respondent has alleged violation of the below mentioned para of the buyer's agreement.

"In the event the allottees does not pay the instalment amount within seven (7) days of the stipulated time mentioned in this letter of allotment/payable as per payment plan/Schedule of payments/terms and conditions mentioned below then penal interest @18% per annum shall be payable along with the amount due. If the default continues beyond 90 days from the stipulated time then developer/Vatika limited, shall have the right to cancel/withdraw this letter of allotment and refund the amount paid by the allottee, till date, after deducting 10% of the total sales consideration as earnest money along with other non-refundable amounts"

The respondent while arguing submitted that it has issued notice of termination to complainants vide letter dated 06.11.2020 in regard of making outstanding payments and further submitted that the aforesaid letter by the complainants is being misunderstood as cancellation letter of the unit.

The attention of the authority was drawn towards payment plan attached with the BBA wherein before offer of possession, only 35% amount was to be paid which was paid by the complainants whereas on the offer of possession the payments to be made which as under:

At the time of booking	75%
Within 90 days or allotment whichever is later	15% BSP
Within 6 months from the date of booking	12.5% BSP
On offer of possession	65% of BSP plus 100% of EDC, IDC and PLC plus IFMSD plus electricity and water meter

charges plus pipe gas supply charges plus stamp duty and registration charges plus escalation in construction costs (if any).

11. The authority is of the view that the respondent cannot demand the outstanding balance from the complainants until the respondent issues a valid offer of possession. The remaining balance is to be paid by the complainants after receiving valid offer of possession. The complainants may approach the authority when the cause of action in regard to cancellation arises.

F. II Delay Possession charges

12. 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."

Clause 17 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"Clause 17- Handing over possession of the commercial unit

The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said Commercial Unit within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be

failure due to reasons mentioned in this Agreement or due to failure of Buyer(s) to pay in time the price of the said Commercial Unit along with all other charges and dues in accordance with the Schedule of Payments. The developer, on completion of construction shall offer in writing to such Buyer to take over the physical possession of his commercial unit for his occupation and use in terms of this Agreement within sixty(60) days of issue of the notice as aforesaid, subject to such buyer having complied with all the terms and conditions of this Agreement including payment of the Sale Price and other charges such as EDC, IDC, IFMSD, etc as per demands raised by the Developer or as agreed in this agreement. Upon receiving the intimation as aforesaid, the Buyer shall, within the time stipulated by the Developer, take over the commercial unit by executing necessary indemnities, undertakings, maintenance agreement and/or such other documentation as the Developer may prescribed. In the even of the Buyer's failure to take over possession as aforesaid within sixty(60) days from the date of written intimation by the Developer offering possession, the Buyer shall be liable to pay to the Developer holding charges @Rs. 5/- per sq.ft. (Rupees 54/- per sq.mtr.) of the super area per month along with applicable service tax for the period of such delay. Holding charges as mentioned above shall be distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. During the aforesaid period of delay, the commercial unit shall remain at the risk of the Buyer and any damage to it for any reason shall be to the account of the Buyer. As already submitted above failure to take over the commercial unit for occupation and use within the stipulated time is an event of default and may result in cancellation of the agreement if it is delayed beyond a reasonable time. Conversely and subject to other provisions of this Agreement and provide if the Buyer has paid all installments on time and as per the Payment Plan and is otherwise in compliance of this Agreement, if the Developer fails to handover possession of the commercial unit within the stipulate period as stated hereinabove, the Developer shall pay to the Buyer compensation upto a maximum of Rs. 5/- per sq.ft. (Rs. 54/- per sq.mtr.) of the super area per month for the period of such delay after expiry of the initial period of sixty (60) days from the stipulated date for delivery of possession.

13. At the outset, it is relevant to comment on the pre-set possession clause of the buyer's agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and

the complainants 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 but so heavily loaded in favour of the promoter and against the allottee that even formalities and documentations 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.

14. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges, 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.

15. 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.
16. 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., 02.02.2022 is 7.30% p.a. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30% p.a.
17. 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;"*

18. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 9.30% p.a. by the respondent/promoter which is the same as is being granted to the complainants in case of delay possession charges.
19. On consideration of the circumstances, the evidence and other record and submissions made by 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. There were two BBAs attached with the application one is dated 20.07.2015 where signatures of the buyers are there but did not sign by the builder whereas there was one more BBA dated 2nd June of 2016 signed by both the parties. By virtue of buyer's agreement executed between the parties on 02.06.2016, the possession of the booked unit was to be delivered within 48 months from the date of execution of this agreement. The due date of possession is calculated from the date of execution of BBA i.e. 02.06.2016 which comes out to be 02.06.2020. The respondent has issued a letter of intimation of possession on 15.02.2019 which is not valid as it has not obtained the OC till now. Accordingly, it is the failure of the promoter to fulfil its obligations, responsibilities as per the builder buyer's agreement dated 02.06.2016 to hand over the possession within the stipulated period.
20. Accordingly, non-compliance of the mandate contained in section 11(4) (a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the complainants are

entitled to delayed possession charges at the prescribed rate of interest i.e., 9.30% p.a. for every month of delay on the amount paid by them to the respondent from the due date of possession i.e., 02.06.2020 till the handing over of possession.

H. Directions of the authority

21. 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 at the prescribed rate of 9.30% p.a. for every month of delay from the due date of possession i.e., 02.06.2020 till the date of handing over the possession.
- ii. The arrears of interest accrued till date of offer of possession shall be paid to the complainants 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 respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.
- iv. The complainants are also directed to pay the outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same rate of interest which the 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.

22. Complaint stands disposed of.
23. File be consigned to registry.


(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 02.02.2022



HARERA
GURUGRAM