

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

Complaint no. : 1018 of 2021
First date of hearing: 22.04.2021
Date of decision : 20.04.2022

Vijay Kumar Malik
S/o: Ram Saran Dass Malik
R/o: - A-6, Greater Kailash Enclave-II
New Delhi-48

Complainant

Versus

ILD Millennium Private Limited
Regd. Office at: - B-148, New Friends
Colony, New Delhi-110065

Respondent

CORAM:

Shri KK Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Shri Akhil Aggarwal
Shri Venket Rao

Advocate for the complainant
Advocate for the Respondent

ORDER

1. The present complaint dated 18.02.2021 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 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. 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. | Heads | Information |
|--------|----------------------------------|---|
| 1. | Name and location of the project | "ILD Spire Greens" at sector 37 C, Gurugram, Haryana |
| 2. | Nature of the project | Group Housing Colony |
| 3. | Project area | 15.4829 acres |
| 4. | DTCP license no. | 13 of 2008 dated 31.01.2008 |
| 5. | Name of Licensee | M/s Jubilant Malls Pvt. Ltd. and 3 others |
| 6. | RERA Registered/ not registered | Registered vide no. 60 of 2017 issued on 17.08.2017 up to 16.08.2018 |
| 7. | Apartment no. | 1403, 13 th Floor, Tower 7 [annexure C-6 on page no. 45 of complaint] |
| 8. | Unit measuring | 1355 sq. ft. of super area [annexure C-6 on page no. 45 of complaint] |
| 9. | Date of allotment | 12.12.2012 [annexure C-5 on page no. 39 of complaint] |
| 10. | Date of builder buyer's | 21.12.2012 |



| | | |
|-----|--------------------------------------|--|
| | agreement | [annexure C-6 on page no. 44 of complaint] |
| 11. | Total consideration | Rs. 64,67,418/- [as per the agreement on page no. 47 of complaint] |
| 12. | Total amount paid by the complainant | Rs. 64,63,543/- [including Rs. 1,63,774/- towards HVAT and service tax of Rs. 1,61,634] [as per the statement of account on page no.37 of reply] |
| 13. | Due date of delivery of possession | 21.12.2015 [calculated from the date of execution of agreement] Note: Grace period is not allowed. |
| 14. | Possession clause सत्यमेव जयते | 10.1 POSSESSION “The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said Building/said Unit within three years from the date of execution of this agreement, with grace period of six month, unless there shall delay on account of receipt of any approval or any reason beyond the control of the developer or there shall be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and Clause 41 or due to failure of Allottee(s) to pay in time the price of the said Unit along with other charges and dues in |

| | | |
|-----|--|---|
| | | accordance with the schedule of payments given in Annexure-C or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by all or any of the terms or conditions of this Agreement. |
| 15. | Offer of possession | 22.09.2021 [as alleged by complainant during course of arguments] |
| 16. | Delay in handing over of possession till the date of offer of possession i.e., 22.09.2021 plus 2 months i.e., 22.11.2021 | 5 years, 11 months, 1 days |

B. Facts of the complaint

3. That the present complaint is filed by complainant i.e., Vijay Kumar Malik in reference to the residential group housing project named "ILD spire greens" admeasuring 15.4829 acres located at sector-37C, Gurugram. The project was proposed to be developed, constructed and sold by M/s ILD Millennium Pvt. Ltd.
4. That the complainant visited the office of the respondent alongwith his property dealer in June 2012. That their sales executive sold a palace of dreams to the complainant in order to lure him into investing the project by claiming the project to be located at an advantageous location and that it will have significant appreciation in a very short time frame.
5. That based on the tempting and magnificent claims, assurances and proposals of the respondent, complainant



book the flat by paying the booking amount of Rs.2,00,000/- on 02.07.2012 by making the complainant sign a booking application on the same date. It is pertinent to note here that the said application dated 02.07.2012 was never provided to the complainant even after repeated requests and the complainant was informed that the respondent shall be able to provide the allotment letter only after the payment of 20% of the basic sale price.

6. That after having already paid a huge amount of Rs.2,00,000/- which was treated as earnest money complainant was left with no choice but to agree to the terms and conditions of the respondent. The complainant, on demand of the respondent paid Rs.3,73,750/- to the respondent on 22.08.2012. That on receipt of the said payment, the respondent vide letter dated 29.08.2012 for the first time provided the allotted unit to the complainant. That vide the said letter Respondent gave just a notice of two days to make the payment of Rs.6,13,590/- to the respondent by relying on an incomplete payment plan which was never given to the complainant before the date of signing of apartment buyer's agreement.
7. That the complainant made a payment of Rs.6,13,590/- to the respondent, as demanded, on 12.09.2012. That the respondent illegally and with malafide intension took 20% of the basic sale price from the complainant even before signing and executing the ABA.

8. That it was only on 12.12.2012, i.e., after more than 4 months, respondent finally issued a provisional allotment letter to the complainant.
9. That the apartment buyer agreement was finally signed and executed between the complainant and the respondent on 21.12.2012 for the total consideration of Rs.64,67,418/-.
10. That some of the one-sided, arbitrary and discriminatory clauses of the ABA, inter alia, have been enlisted herein below, inter alia, which prima facie establish the ill-motives, malafide intentions and fraudulent and illegal practices being adopted by the respondent:
 - As per clause 1.1 of the ABA, the respondent with malafide intention omitted the built-up area and has not informed the complainant either about the carpet area or the covered area till date.
 - As per clause 1.2 of the ABA, respondent has unrestricted power to increase the super area and recover price of the same from the complainant without even informing the break-up of such an increase as to the increase in carpet/covered area.
 - As per clauses 1.2 and 1.6 of the ABA, respondent has the treated the super area to be tentative and inform the final area at the time of possession only. However, the respondent should be duty bound to take consent and give notice to the super area as and when it gets

approved the revised building plan if it becomes so necessary.

- As per clause 1.7 sub-clause (iv) read with clause 1.1, the respondent is charging the complainants a huge amount of Rs.1,50,000/- towards merely exclusive right to use the parking area (without granting even any ownership right) when the parking area is essentially a common area as per the law and is to be developed mandatorily for the flat owners. As such no such payment for exclusive use can be taken by the respondent in any manner.
- As per clause 4, respondent has unbridled power to forfeit the earnest money equivalent to 15% of total BSP paid by the complainant without any notice.
- As per clause 7, the respondent has the unrestricted power and authority to appropriate and adjust payments made by the complainant in respondent's sole discretion.
- As per clause 9.1, the respondent had unlimited power and authority to change and amend the specifications of the project in its sole discretion without even informing to the complainant.
- As per clause 9.1, the respondent, further, had unbridled power and authority and its sole discretion to make additions, alterations, deletions and modifications in the building plans, floor plans, etc.

including the number of buildings and floors at the whims and fancies of the respondent.

- As per clause 9.2, the respondent, further, imposed the illegal condition that the offer of possession shall be the conclusive evidence that the building had been constructed as per the specifications and plans of the ABA and the complainant shall have no claim, whatsoever, in this regard.
- As per annexure D read with various clauses in the agreement, the respondent had illegally kept the open parking, roof/terrace outside the purview of the common areas and the same is contrary to the various statutes notified by the Government of Haryana in this regard.
- Clause 9.2 gives unlimited power to the respondent to cancel the ABA without even notice to the complainant and in respondent's sole discretion if the complainant does not agree to the alterations and modifications made by the respondent. This takes even more significance when the respondent has not disclosed the carpet/covered area.
- Clause 11.1 is wholly illegal and is in detriment to the interest of the complainant even in cases respondent is itself in material breach of ABA.
- As per clause 14.4 and 14.6, the respondent has the power to impose and conditions on the complainant with respect to the maintenance of the project.

- As per clause 12, only defaults of the complainant are mentioned, the said provision and any other provision of the ABA nowhere talks about the defaults of the respondent.
11. That the complainant was to make payments to the respondent as per the construction link payment plan. The respondent raised various demands from the complainant from time to time as different stages of construction and the complainant has always paid the same on time.
 12. That as per clause 10.1 of the ABA, the time for complete construction was stipulated to be three years with a grace period of six months. Thus, the due date of possession was 20.06.2016. However, the respondent has monumentally failed to complete the construction of the said Project and hand over the possession of the flat to the complainant.
 13. That the respondent took more than 80% of the total consideration before the due date of possession i.e., 20.06.2016 by falsely claiming to have done the casting of top floor in 2014 itself. However, even after 6 years from that date, the respondent has not been able to complete the project and give possession to the complainant. This clearly shows that the respondent has played fraud on the complainant and took huge amounts of money from the complainant without even having constructed the project as per the demands made by the respondent as per the construction link plan. This abundantly establishes that all the demands raised by the respondent were fraudulent and

false and merely a fraudulent practice of the respondent to misappropriate the hard-earned money of the claimants by not constructing the project as claimed.

C. Relief sought by the complainant:

14. The complainant has sought the following relief:

- (i) Direct the respondent to provide possession along with delayed possession interest @ 18% on paid amount.
- (ii) Order the charging of car parking charges and club membership charges to be illegal and direct the respondent not to raise the demand for such charges.

15. On the date of hearing, the authority explained to the respondent/promoter about the contravention 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.

16. That the present complaint, filed by the Complainant, is a bundle of lies and hence liable to be dismissed as it is filed without any cause of action.
17. That the present complaint is an abuse of the due process of this hon'ble authority and is not maintainable. The complainant has not approached this hon'ble authority with clean hands and is trying to suppress material facts relevant to the matter. The complainant is making false, misleading, frivolous, baseless, unsubstantiated allegations against the



respondent with malicious intent and with the sole purpose of extracting unlawful gains from the respondent.

18. That the complainant has made several visits to the office of the respondent to know about the whereabouts of the project titled as "ILD spire greens" located at sector 37 C, Gurugram, Haryana and expressed his interest to book a unit in the said project. That the complainant has enquired about the veracity of the subject project of respondent and had immense deep interest to invest in the subject project. Therefore, the complainant come forward to invest in the subject project of respondent to extract speculative gains. That it is pertinent to note that the complainant made the booking on 02.07.2012 and thereby allotted with unit bearing no. 1403, 13th Floor, tower No. 7, having admeasured super area of 1355 sq.ft.
19. That the complainant has made the booking on 02.08.2010 and thereby allotted with unit bearing no. 1403, tower No. 7, having admeasured super area of 1355 sq. ft. That the respondent being a responsible developer has issued the provisional allotment letter in favour of complainant in regard to the allotted unit on 12.12.2012.
20. That the apartment buyer agreement was executed in between the complainant and respondent on 21.12.2012 in regard to the allotted unit of complainant. That it is submitted that during the execution of the agreement, the complainant has signed the agreement through wilful consent by agreeing with every clause of agreement and also with the payment plan and total sale consideration. That the clause 10.1 of the

agreement clearly states that the schedule period of handing over possession would be on or before 21.06.2016.

21. That the complainant has made total payment amounting to Rs. 57,84,541/- against the total basic sale consideration i.e., Rs. 64,67,418/-. Therefore, till date, the complainant has the total remaining amount to be paid is Rs. 6,82,877/-.
22. That the complainant did not adhere to the payment schedule which was issued by respondent during the execution of agreement i.e., on 21.12.2012 which readily amounts to the violations of the clauses of the agreement and provisions of section 19(6) and 19(7) of the RERA Act, 2016. That the complainant being a habitual defaulter has not made the payment within the stipulated period of time as enshrined in the payment plan which has also resulted in major hindrance in the proper execution of the respondent's project.
23. That the respondent being a responsible developer has already conveyed the information to the complainant that the respondent has faced unforeseen circumstances which were beyond the control of respondent.
24. That major reason for delay for the construction and possession of project is due to lack of infrastructure in the said area. The twenty-four-meter sector road was not completed on time. Due to non-construction of the sector road, the respondent faces many hurdles to complete the project. For completion of road, the respondent was totally dependent upon the Govt. Department/machinery and the problem is beyond the control of the respondent. It is further



submitted that the project was not completed within time due to the reasons mentioned above and due to several other reasons and circumstances absolutely beyond the control of the respondent.

25. That the demonetization and new tax law i.e., GST, affected the development work of the project. Thereby it is pertinent to mention that respondent was not liable if any delay causes due to force majeure conditions or any government order or policy.
26. That interim orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble High Court of Punjab & Haryana in CWP No. 20032/2008 whereby ground water extraction was banned in Gurgaon, orders passed by National Green Tribunal to stop construction to prevent emission of dust in the month of April, 2015 and again in November, 2016, adversely affected the progress of the project.
27. That the complainant at all times has been duly informed regarding the actual status of the project in a timely manner. That even though the complainant is well aware about the said facts and circumstances has filed the present Complaint on false and vexatious grounds. Therefore, the present complaint has come up before this Ld. Authority on the basis of baseless and absurd allegations which are not maintainable in the eyes of law.

E. Jurisdiction of the authority

28. The respondent has raised objection regarding jurisdiction of authority to entertain the present complaint and the said

objection stands rejected. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

29. 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

30. 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.

31. 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 objections raised by the respondent.

F. I. Objection regarding Timely payments:

32. The respondent has alleged that the complainant having breached the terms and conditions of the agreement and contract by defaulting in making timely payments. The authority is of view that the respondent cannot take advantage of this objection of timely payments being himself at wrong firstly by still not obtaining the occupation certificate and offering the possession of the unit despite being delay of 5 years, 09 months, 01 day. Therefore, the respondent itself failed to complete its contractual and statutory obligations. Moreover, there is no document on file to support the contentions of the respondent regarding delay in timely payments.

F.II. Objection regarding delay due to force majeure.

33. The respondent-promoter raised the contention that the construction of the project was delayed due to



demonetization, various interim orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble High Court of Punjab & Haryana in CWP No. 20032/2008 whereby ground water extraction was banned in Gurgaon, orders passed by National Green Tribunal to stop construction to prevent emission of dust in the month of April, 2015 and again in November, 2016 but all the pleas advanced in this regard are devoid of merit. The flat buyer's agreement was executed between the parties on 21.12.2012 as per the possession clause of the agreement the possession of the said unit was to be delivered within three years from the date of execution of this agreement with grace period of 6 months. The authority is of the view that the events taking place do not have any impact on the project being developed by the promoter/builder. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

G. Findings on the relief sought by the complainant.

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

- i. Direct the respondent to provide possession along with delayed possession interest @ 18% on paid amount.**
34. 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. 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."

35. Clause 10 of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

10.1 POSSESSION

*"The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said Building/said Unit **within three years from the date of execution of this agreement, with grace period of six month, unless there shall be delay on account of non-receipt of any approval or any reason beyond the control of the developer or there shall be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and Clause 41 or due to failure of Allottee(s) to pay in time the price of the said Unit along with other charges and dues in accordance with the schedule of payments given in Annexure-C or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by all or any of the terms or conditions of this Agreement.."***

36. The authority has gone through the possession clause of the agreement. At the outset, it is relevant to comment on the pre-set possession clause of the 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 agreements and in 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 a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning.

37. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builders/promoters and buyers/allottee are protected candidly. The apartment buyer's agreement lays down the terms that govern the sale of different kinds of properties like residentials, commercials etc. between the buyer and builder. It is in the interest of both the parties to have a well-drafted apartment buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the apartment, plot or building, as the case may be and the right of the buyer/allottee in case of



delay in possession of the unit. In pre-RERA period it was a general practice among the promoters/developers to invariably draft the terms of the apartment buyer's agreement in a manner that benefited only the promoters/developers. It had arbitrary, unilateral, and unclear clauses that either blatantly favoured the promoters/developers or gave them the benefit of doubt because of the total absence of clarity over the matter.

38. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment by 21.12.2015 further grace period of 6 months is also sought by the respondent/builder for force majeure and other reasons as mentioned in clause 11.1, 11.2, 11.3 and clause 41 of the agreement. As a matter of fact, that the events taking place do not have any impact on the project being developed by the respondent/promoter as the promoter has to offer possession on 21.12.2015.
39. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is 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.

40. 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.
41. 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., 20.04.2022 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30% per annum.
42. 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;"*

43. Therefore, interest on the delay payments from the complainant 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 complainant in case of delay possession charges.

ii. Order the charging of car parking charges and club membership charges to be illegal and direct the respondent not to raise the demand for such charges.

44. **Car Parking Charges:** The complainant has sought the relief that the respondent has not to charge car parking charges from the complainant. The authority has observed that the said charges has been levied strictly in accordance with the terms and conditions of the buyer's agreement.

45. **Club Membership Charges:** The complainant has sought the relief that the respondent shall not charge the club membership charges separately. The authority is of the view that the definition of super area at annexure B page no. 73 of the agreement clearly states that the club area with swimming pool and toilet facility etc. shall be a part of super area and the allottee has paid on basis of super area and hence, club charges are not separately leviable.

46. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent/promoter 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 10.1 of the agreement executed between the parties on 21.12.2012, the possession of the subject apartment was to be delivered within three years from the date of execution of agreement. As far as grace period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 21.12.2015.
47. 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 delay possession at prescribed rate of interest i.e., 9.30% p.a. w.e.f. 21.12.2015 till offer of possession i.e., 22.09.2021 plus two months i.e., 22.11.2021 as per provisions of section 18(1) of the Act read with rule 15 of the rules and as per section 19(10) of the act.
- H. Directions of the authority**
48. 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):
- The respondent/promoter 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 21.12.2015 till the date of offer of possession i.e., 22.09.2021 + 2 months i.e., 22.11.2021 to the complainant as per section 19(10) of the Act.

- ii. 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.
- iii. The complainant is also directed to pay the outstanding dues, if any.
- iv. The respondent/promoter shall not charge anything from the complainant which is not part of the builder buyer agreement.
- v. The respondent is directed not to charge club membership charges separately as it is part of the super area.
- vi. The complainant is entitled to pay the car parking charges in accordance with the terms and conditions of this agreement.

49. Complaint stands disposed of.

50. File be consigned to registry.

v.i-3
(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 20.04.2022