

# Buyers can't be forced to accept alternative flats

## A buyer has the right to accept or reject apartments offered by the developer in lieu of another one

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**W**e often hear about developers not completing projects on time. At times, they abandon projects that leaves homebuyers worried. That's not all, in order to make up for the late delivery or cancellation of a project, many developers offer alternative apartments to buyers in other towers or projects. However, the question here is, can a developer force a consumer to take possession of an alternative flat that may not have the same specifications as the original flat booked by the homebuyer? This issue was recently dealt by the National Consumer Disputes Redressal Commission.

In this case, a consumer booked a seven-star apartment in an upcoming Greater Noida project. The said unit was a 4-BHK with a servant quarter and all modern facilities. Accordingly, an allotment letter was issued by the builder to the buyer. The letter promised possession of the flat by December 2009. The consumer paid up 86.66% of the cost of the flat within four months of the letter being issued. The remaining amount was to be paid on completion and handing over of possession of the flat.

When the buyer inspected the project site in March 2009, he found that construction had not started. Consequently, the buyer sent a letter to the builder to which he responded saying that the flat would be handed over only in October 2010 instead of December 2009. The buyer sent several reminder letters and made verbal requests to the developer asking for reasons why the project had been delayed and asked the builder to pay a higher penalty due to delay in the project.

Ultimately, the developer decided to scrap the four-bedroom apartment format of the project. Left with no option, the consumer agreed to accept an apartment in a new location by the same developer. However, the new flat did not have any of the facilities and specifications of the original flat. The developer also refused to pay a penalty due to delay in handing over possession of the flat, despite agreeing to the same in the allotment letter and the builder-buyer agreement. It was then that the consumer decided to approach the National Consumer Disputes Redressal Commission and asked for a refund of the amount paid along with other damages.

The main issue that the court faced while dealing with this case was whether a consumer could be compelled by the devel-

### DELAYING A FLAT AMOUNTS TO HARASSMENT: COMMISSION

- The National Consumer Disputes Redressal said that no developer can force a buyer to accept a flat that is not of his choice
- A buyer should be aware that he has the right to accept and reject an alternative flat/apartment. The developer cannot force him or her to accept one
- In a case recently dealt with by the National Consumer Disputes Redressal Commission, the developer had cited excuses for delay in handover of possession of the flat. It made it clear that the developer 'had other fish to fry' and instead of working round-the-clock delayed the project. This amounted to harassment of the consumer, the Commission observed and ordered refund of payment



Changing the layout plan or offering an alternative flat to a buyer is not legal

oper to accept an alternative left in another or adjacent locality in lieu of the original flat booked by him.

The commission observed that no developer could force a buyer to accept a flat that was not of his choice. He had the free will to accept or reject the apartment. The court also said that

the developer had cited excuses for delay in handover of possession of the flat. It was therefore clear that the developer "had other fish to fry," instead of working round-the-clock. This amounted to harassment of the consumer, it observed.

Based on the above observations, the court directed the

developer to return the amount paid by the buyer to the developer, along with an interest at the rate of 18% per annum from the date it was deposited until it was recovered by the consumer.

Buyers should be aware that they have the right to accept or reject an alternative apartment and the developer cannot

force them to accept alternative accommodation.

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