


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

Complaint no. : 4494 of 2021  
First date of hearing: 04.02.2022  
Date of decision : 18.11.2022

Pankaj Kumar Verma  
R/o: 82, SF, Ashiana Greens, Near Shanti Gopal  
Hospital, Indrapuram, Ghaziabad,  
Uttar Pradesh

**Complainant**

  
Versus

M/s Imperia Structures Ltd.  
Regd. Office at: - A-25, Mohan Co-operative  
Industrial Estate, New Delhi

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal  
Shri Ashok Sangwan  
Shri Sanjeev Kumar Arora

**Member**  
**Member**  
**Member**

**APPEARANCE:**

Shri Sushil Yadav  
Shri Himanshu Singh

Advocate for the complainant  
Advocate for the respondent

**ORDER**

1. The present complaint dated 16.11.2021 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	"The Esfera" Phase II at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
5.	Name of license holder	M/s Phonix Datatech Services Pvt Ltd and 4 others
6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
7.	Apartment no.	2203, 22nd Floor, Tower C (page no. 24 of complaint)
8.	Unit measuring	1650 sq. ft. (153.34 sq.mtr.) (page no. 24 of complaint)
9.	Revised area of the unit	1815 sq. ft. (168.62 sq. mtr. )
10.	Date of builder buyer agreement	11.02.2015 [page no. 17 of complaint]
11.	Total consideration	Rs. 1,06,15,398/-



		[as per statement of account on page no. 57 of reply]
12.	Total amount paid by the complainant	Rs. 61,77,891/- [as per statement of account on page no. 57 of reply]
13.	Possession clause	<b>10.1. SCHEDULE FOR POSSESSION</b> "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 apartment within a <b>period of three years from the date of execution of this agreement</b> unless there shall be delay or there shall be failure due to reasons mentioned in clause 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 to abide by all or any of the terms or conditions of this agreement." <b>(emphasis supplied)</b>
14.	Due date of possession	11.02.2018 [calculated as per possession clause]

15.	Offer of possession	Not offered
16.	Occupation certificate	Not obtained

**B. Facts of the complaint**

3. That in 2014, the complainant was approached by the respondent for a flat under subvention scheme and informed him that the respondent shall raise a loan on behalf of complainant from 'Tata Capital Housing Finance Limited'. It was promised that the respondent shall pay the interest till possession of the said flat/apartment and that the financial institution namely 'Tata Capital Housing Finance Ltd.' would not charge EMI on loan amount from the complainant till possession of the said flat and also the complainant shall not be charged interest on loan amount for the period starting from sanction/disbursement of the said housing loan and up to the possession of the booked flat/apartment.
4. That believing on assurances complainant made a booking in the project of respondent vide booking application dated 27.10.2014.
5. That thereafter the respondent sent the complainant two copies of unfilled standard agreement form of 'buyers' agreement' along with other stamped documents to be signed and to be sent back to the respondent. The 'buyers' agreement' and other documents were unfilled and blank and at first the complainant refused to sign these unfilled documents, but the representative of the respondent forced the complainant to sign the unfilled documents by stating that this is the normal procedure adopted by the respondent.
6. That thereafter the complainant made various calls to respondent to obtain a copy of the filled-up buyer's agreement but each time the

respondent promised to send the same immediately by speed post and never do so. The complainant demanded the filled-up copy of the document for depositing the 1% TDS as the total sale consideration of this property is over Rs. 50 Lacs. Then the respondent claimed that the respondent shall deposit the 1% TDS on sale of immovable property, but they never deposited

7. That thereafter many documents from Tata Capital Housing Finance Ltd. came in and the complainant was again and again made to sign them having no clue as to how much loan the respondent is raising in the name of the complainant and what will be the future of disbursements of loan amounts.
8. The loan was disbursed directly to the respondent builder and the builder enjoyed the loan amount since 2015 and also the complainant kept on requesting the respondent builder to deposit 1% TDS on the amount received by them but the respondent always promised to deposit but never deposited the TDS.
9. Therefore, so far the total payment made to the respondent/builder is Rs 75,22,197/- and the respondent has also admitted the said payments in the statement of account issued by the respondent and sent to the complainant by email.
10. That the complainant being clueless about the buyer's agreement wrote letters and also wrote several emails and made several phone calls to the respondent company stating all the facts and circumstances and the understanding of the complainant more specifically towards start of payment of EMI and the interest thereon only after possession of the said flat as informed and promised. The respondent never ever replied to any of these letters

or emails nor ever denied the facts stated in the letters. Though they always made oral commitments on phone regarding on-time delivery and no payment of EMI and interest thereon till possession etc.

11. That after enough persuasion somehow the complainant could obtain a photocopy of the buyer's agreement as the respondent told the complainant that the original buyer copy of the agreement has been handed over to the Tata Capital Housing Finance Ltd. from where the respondent has raised housing loan on behalf of the complainant.
12. That the complainant got shocked when the ECS payment of first EMI was deducted from the savings bank account of the complainant and made a phone call to the respondent and wrote several emails to this effect stating that the complainant was not required to pay the EMI or interest thereon till possession. That after enough persuasion the respondent on email informed the complainant that let the EMI be paid by the complainant and the respondent shall reimburse the interest on EMI for reimbursement of future interest the respondent admitted to pay on quarterly basis and also stated that the same shall be credited directly to the bank account of the complainant but no interest on EMI thereafter was ever paid by the respondent.
13. That thereafter the respondent never refunded the promised interest on EMI and always made oral commitments that the EMI shall be sent in a few days for one reason or other and the complainant kept on paying the EMI and interest thereon for no fault of his.

14. That the buyer's agreement was executed on 11.02.2015 and as per possession clause 10.1 of the said agreement the possession of the unit was to be handed over by 11.02.2018. The builder failed to do so and the site has also been abandoned.
15. That the said flat/apartment was booked by the complainant only on the promise made by the respondent that no EMI shall start until possession and interest on home loan till possession shall be borne by the respondent. Possession has not yet been offered but the EMI started getting deducted from the complainant's bank account from 9th April 2017 and thereafter on 9th day of each calendar month. The respondent every time make excuses that they shall make the reimbursement today or tomorrow and nothing has been done at their end.
16. That on dated 07.09.2021 the respondent had sent demand cum possession for fit out in which the respondent arbitrarily demanded Rs 62,63,923. The complainant initially at the time of booking apartment booked an apartment admeasuring 1650 sq. ft but the respondent now demanding increased charge for Rs. 1815 sq. ft, an increase of 165 sq. ft without any explanation or notice to the complainant. Further the respondent is now demanding Rs. 8,60,581/- on account of escalation cost which were never part of agreement, and the respondent is harassing the complainant on account of these illegal demands.
17. That due to the default of the respondent the complainant has been put to huge financial loss and also subjected to mental and physical pain, agony and harassment for which the respondent is liable to compensate.

18. That the respondent has violated section 11(4)(a) of the Haryana Real Estate (Regulation and Development) Rules, 2017 and therefore is liable to comply with the obligations under the Act

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

19. The complainant has sought the following relief:

- **Direct the respondent to handover the possession of the flat along with prescribed rate of interest from promissory date of delivery till actual delivery.**
- **Direct the respondent not to charge for increased area as this was not a part of BBA and respondent is unable to furnish any explanation for the same.**
- **Direct the respondent not to charge for escalation cost as this was not a part of BBA and the respondent is unable to furnish any explanation for the same.**

20. 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.**

21. That the present complaint has been filed by the complainant against the respondent in respect of the tower "C" being developed by the respondent in its group housing project titled as "Esfera Phase II", situated at sector-37C Gurgaon, Haryana.

22. That the flat no. C\_2203, in tower- C situated in the said project, was allotted to the complainant by the respondent vide allotment



letter dated 17.02.2015 on the terms and condition mutually agreed by the parties.

23. That the respondent had intended to complete the construction of the said flat on time. It is pertinent to mention that it had successfully completed the construction of the said tower and procured the occupancy certificates for three towers out of 9 towers in the said project. However, the construction of all the towers is completed and in habitable stage, in fact the respondent company had already applied for the grant of occupation certificate for the rest of the towers of project including tower C where the allotted unit situates.
24. That respondent company already intimated the complainant about the factum of its OC application before DGTCP, Haryana though due to certain force majeure circumstance, majorly the outbreak of second COVID wave in April 2021 and subsequent lockdown in Haryana State, the DGTCP, Haryana could not issue the OC well in time enabling the respondent to offer the physical possession of the allotted unit to the complainant. That it is reiterated that allotted unit is ready for fit out possession, and communication with regard to this aspect have already been sent to all eligible allottees including the complainant herein. That it is important to mention here that the project "ESFERA" comprises of 2 phases whereas OC of the phase I of the project is duly issued by "Town and Country Planning Development Haryana" on 07.02.2018 and more than 150 happy allottee(s) are residing in that phase. That the physical possession of the unit will be tentatively delivered to its respective allottee(s) soon with respective OC on the said project.

25. That, the respondent company is in extreme liquidity crunch at this critical juncture, the company has also been saddled with orders of refund in relation to around 20-25 apartments in the project, on account of orders passed by various other courts. The total amount payable in terms of these decrees exceeds an amount of Rs.20 crores.
26. That, on account of many allottees exiting the project and many other allottees not paying their installment amounts, the company, with great difficulty, in these turbulent times has managed to secure a last mile funding of Rs.99 crores from SWAMIH Investment Fund - I. The said alternate investment fund (AIF) was established under the special window declared on 6.11.2019 by the Hon'ble Finance Minister to provide priority debt financing for the completion of stalled, brownfield, RERA registered residential developments that are in the affordable housing /mid-income category, are net-worth positive and require last mile funding to complete construction. The company was granted a sanction on 23.09.2020 after examination of the status of the company and its subject project "Esfera" for the amount of Rs.99 crores. The first transaction of installment has already been received by the respondent company from the said fund as loan.
27. That several allottees have withhold the remaining payments, which is severally affecting the financial health of the respondent. Further due to the force majeure conditions and circumstances/reasons, which were beyond the control of the respondent company as mentioned herein below, the construction works got delayed at the said project.



- i. That the respondent company started construction over the said project land after obtaining all necessary approvals and sanctions from different state/ central agencies/ authorities and after getting building plan approved from the authority and named the project as "Esfera II". The respondent company had received applications for booking of apartments in the said project by various customers and on their requests, it allotted the under-construction apartments/ units to them.
- ii. That, owing to unprecedented air pollution levels in Delhi NCR, the Hon'ble Supreme Court ordered a ban on construction activities in the region from November 4, 2019, onwards, which was a blow to realty developers in the city. The SC lifted the ban conditionally on December 9, 2019 allowing construction activities to be carried out between 6 am and 6 pm, and the complete ban was lifted by the Hon'ble Supreme Court on 14h February, 2020.
- iii. That, when the complete ban was lifted on 14th February 2020 by the Hon'ble Supreme Court, the Government of India imposed National Lockdown on 24th of March 2020 due to pandemic COVID-19, and conditionally unlocked it in 3rd May, 2020, However, that has left a big impact on the procurement of material and labour. The 40-day lockdown in effect since March 24, which was further extended up to May 3 and subsequently to May 17, leading to a reverse migration with workers leaving cities to return to their villages. It is estimated that around 6 lakh workers walked to their villages, and around 10 lakh workers were stuck in relief camps. The

aftermath of lockdown or post lockdown periods the same have left great impact and scars on the sector for resuming the fast-paced construction for achieving the timely delivery as agreed under the allotment letter.

- iv. That initially, after obtaining the requisite sanctions and approvals from the concerned Authorities, the respondent company had commenced construction work and arranged for the necessary infrastructure including labour, plants and machinery, etc. However, since the construction work was halted and could not be carried on in the planned manner due to the force majeure circumstances detailed above, the said infrastructure could not be utilized and the labour was also left to sit idle resulting in mounting expenses, without there being any progress in the construction work. Further, most of the construction material which was purchased in advance got wasted/deteriorated causing huge monetary losses. Even the plants and machineries, which were arranged for the timely completion of the construction work, got degenerated, resulting into losses to the respondent company running into crores of rupees.
- v. That every year the construction work was stopped / banned / stayed due to serious air pollution during winter session by the Hon'ble National Green Tribunal (NGT), and after banned / stayed the material, manpower and flow of the work has been disturbed / distressed. Every year the respondent company had to manage and rearrange for the same and it

almost multiplied the time of banned / stayed period to achieve the previous workflow.

- vi. The real estate sector so far has remained the worst hit by the demonetization as most of the transactions that take place happen via cash. The sudden ban on Rs 500 and Rs 1000 currency notes has resulted in a situation of limited or no cash in the market to be parked in real estate assets. This has subsequently translated into an abrupt fall in housing demand across all budget categories. Owing to its uniqueness as an economic event, demonetisation brought a lot of confusion, uncertainty - and, most of all, especially when it came to the realty sector. No doubt, everyone was affected by this radical measure, and initially all possible economic activities slowed down to a large extent, which also affected the respondent company to a great extent, be it daily wage disbursement to procuring funds for daily construction.
- vii. That there is extreme shortage of water in State of Haryana and the construction was directly affected by the shortage of water. Further the Hon'ble Punjab and Haryana High Court vide an Order dated 16.07.2012 in CWP No. 20032 of 2009 directed to use only treated water from available sewerage treatment plants. As the availability of STP, basic infrastructure and availability of water from STP was very limited in comparison to the requirement of water in the ongoing constructions activities in Gurgaon District, it was becoming difficult to timely schedule the construction activities.

28. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

### **E. Jurisdiction of authority**

29. 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**

30. 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**

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

##### **Section 11(4)(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.*

32. 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.1 Objection regarding delay due to force majeure.**

33. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as national lockdown, shortage of labour due to covid 19 pandemic, stoppage of construction due to various orders and directions passed by hon'ble NGT, New Delhi, Environment Pollution (Control and Prevention) Authority, National Capital Region, Delhi, Haryana State Pollution Control Board, Panchkula and various other authorities from time to time but all the pleas advanced in this regard are devoid of merit. As per the possession clause 10.1 of the builder buyer agreement, the possession of the said unit was to be delivered within three and half years from the date execution of agreement. The builder buyer agreement between the parties has been executed on 26.09.2015. So, the due



date comes out to be 26.03.2019. The authority is of the view that the events taking place after the due date do not have any impact on the project being developed by the respondent/promoter. Thus, the promoter/ respondent cannot be given any leniency based on aforesaid reasons. 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 handover the possession of the flat along with prescribed rate of interest from promissory date of delivery till actual delivery.**

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

***10.1. SCHEDULE FOR 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 apartment within a period of 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 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 to abide by all or any of the terms or conditions of this agreement."*

36. **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.*

37. 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.



38. 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., 18.11.2022 is 8.35%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.35% per annum.
39. 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 allottee, 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;"*
40. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.35% p.a. by the respondent/promoter which is the same as is being granted to the complainant in case of delay possession charges.
- i. Direct the respondent not to charge for increased area as this was not a part of agreement and respondent is unable to furnish any explanation for the same.**
41. As per clause 9.2 of said agreement, in case if alteration result in excess of +/- 10%, the allottee shall be under obligation to make

payment of such increase in super area within 30 days of the dispatch of such notice by the respondent company. The said clause of the agreement is reproduced hereunder: -

*9.2 In case of any alteration/modification resulting in excess of +/- 10% change in sole opinion of and as determine Developer/Company, in the specifications of the materials to be used in the said building/said Apartment time prior to and upon the grant of occupation certificate.....*

42. Considering the above-mentioned facts, the authority observes that the respondent has increased the super area of the flat from 1650 sq. ft. to 1850 sq. ft. without any prior intimation and justification. The respondent, therefore, is entitled to charge for the same at the agreed rates since the increase in area is 165 sq. ft. which is 10%. However, this remain subject to the conditions that the flats and other components of the super area on the project have been constructed in accordance with the plans approved by the competent authorities.

**ii. Direct the respondent not to charge for escalation cost as this was not a part of agreement and the respondent is unable to furnish any explanation for the same.**

43. No charges shall be levied which are not part of the agreement and no holding charges shall be levied at any point of time.

44. 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. It is a matter of fact that flat buyer's

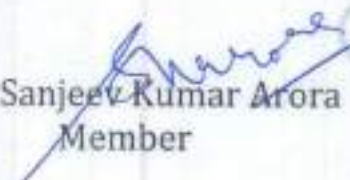
agreement executed between the parties on 11.02.2015, the possession of the booked unit was to be delivered within a period of 3 years from the date of execution of the agreement, which comes out to be 11.02.2018.

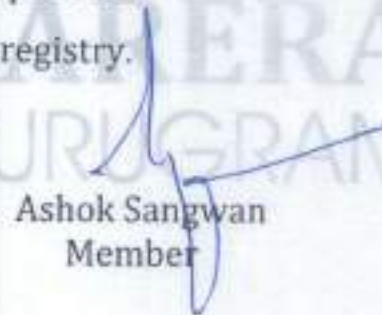
- iii. Accordingly, non-compliance of the mandate contained in section 11(4) (a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such complainant is entitled to delayed possession charges at the prescribed rate of interest i.e., 10.35% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 11.02.2018 till the offer of possession of the subject flat after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.


**H. Directions of the authority**

- iv. 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 10.35% p.a. for every month of delay from the due date of possession i.e., 11.02.2018 till the offer of possession of the subject flat after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier.

- ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order and thereafter monthly payment of interest to be paid till date of handing over of possession shall be paid on or before the 10<sup>th</sup> of each succeeding month.
- iii. The complainant is also directed to pay the outstanding dues, if any.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.35% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant which is not part of the builder buyer agreement.
- v. Complaint stands disposed of.
- vi. File be consigned to registry.

  
Sanjeev Kumar Arora  
Member

  
Ashok Sangwan  
Member

  
Vijay Kumar Goyal  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 18.11.2022