



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

Complaint no. : 4608 of 2022
Date of filing of complaint: 05.07.2022
Disposed of on 15.02.2023

1. Sonam Kanodia
2. Mayur Kanodia
Both RR/o: - C 24 , 2nd Floor, Zonasha Elegance,
Dinne Anjaneya Swami Temple Road, Near
Prestige Ferns, Harlur, Bangalore South,
Bengaluru, Karnataka-560102

Complainants

Versus

M/s Pivotal Infrastructure Private Limited.
Regd. Office: Plot no. 12, Sector-4,
Faridabad-121004
Also at: 309, 3rd floor, JMD Pacific Square,
Sector-15, Part-2, Gurugram-122001

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Sh. Raj Kumar Hans (Advocate)
Sh. Rohan Gupta (Advocate)

Complainant
Respondent

ORDER

1. This complaint has been filed by the complainants/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 thereunder or to the allottees 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1	Name and location of the project	"Ridhi Sidhi" at sector 99, Gurgaon, Haryana
2	Nature of the project	Affordable Group housing
3	Project area	6.19375 acres
4	DTCP license no.	86 of 2014 dated 09.08.2014 valid upto 08.08.2019
5	RERA Registered/ not registered	Registered vide no. 236 of 2017 dated 19.09.2017 valid upto 08.08.2019
6	Registration extension vide no.	Harera/GGM/REP/RC/236/2017/EXT/177/2019 Dated 30.12.2019 Valid upto 31.08.2020
7	Unit no.	T3-1007, 10 th floor, Tower-T3 (page no. 17 of complaint)
8	Unit area admeasuring	487 sq. ft. (Carpet area) (page no. 17 of complaint)
9	Date of allotment	05.09.2015 (page no. 17 of complaint)
10	Date of builder buyer agreement	19.10.2015 (Page no. 24 of complaint)



11	Date of building plan approval	17.10.2014 (page 15 of reply)
12	Environmental clearance dated	22.01.2016 (page 21 of reply)
13	Due date of possession	22.01.2020 [Due date of possession calculated from the date of environmental clearance dated 22.01.2016]
14	Total sale consideration	Rs. 19,98,000/- (clause 4.1 of BBA, page 27 of complaint)
15	Amount paid by the complainant	Rs. 20,04,471/- (Page 14 of complaint)
16	Occupation certificate	N/A
17	Offer of possession	Not offered
18	Demand letter	13.08.2022 (page 120 of reply)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:-

- I. That in year 2015, Sonam Kanodia got information about an advertisement in a local newspaper about the affordable housing project "RIDDHI SIDDHI" at Sector 99, Gurugram, Haryana. When he called on the phone number provided in the newspaper, The Marketing staff of the respondent showed a rosy picture of the project and allure with proposed specifications and invited for site visit. That the complainants visited the project site and met with the local staff of the respondent. The respondent gave an application form and assured that possession would be delivered within 36 months as they were told that it is a govt. project having a fixed payment instalment every 6 months and on the Last instalment, the possession will be delivered.



- II. That the complainants applied for residential apartment in upcoming project of respondent, for which the complainants had remitted Rs 1,00,000/- towards booking the unit, along with application form and the same was acknowledged by the respondent on 09.03.2015.
- III. That on 05.09.2015, respondent issued an allotment letter against the allotted unit no. T3-1007, 10th floor admeasuring 487 sq. ft. including 100 sq. ft balcony area as well as allotment of 1 two-wheeler parking site admeasuring approximately 0.8m x 2.5m in the project. The unit was purchased under the time link payment plan as per the mandate under Affordable Housing Policy 2013 for sale consideration of Rs. 19,98,000/-.
- IV. That on date 19.10.2015, a pre-printed one-sided, arbitrary and unilateral flat buyer agreement for allotted unit was executed between respondent and complainants. That as per clause 8.1, the respondent had to complete the construction of unit and handover the possession within 4 years from date of grant of sanction of building plans for the project or the date of receipt of all the environmental clearances whichever is later. As per rule 1.(iv) under the Affordable Housing Policy 2013, Notified by DTCP, Govt. of Haryana on date 19.08.2013 in the Haryana Government Gazette. It is pertinent to mention here that the environmental clearance was granted on 22.01.2016. Therefore, the due date of possession becomes on or before 22.01.2020.



- V. That till date complainants had paid Rs.20,94,471/- i.e. 104 % of money called, but when complainants observed that there is no progress in construction of subject flat for a long time, they raised their grievance to respondent. The complainants have always paid the installment on time and the last installment was paid on 03.09.2018. That there is a slow progress in the construction of the flat and it is expected to take around 1-2 years more for the completion of the project.
- VI. That the main grievance of the complainants in the present complaint is that in spite of the complainants having paid 104% of the actual amounts of flat, the respondent has failed to deliver the possession of flat which was a core promise of the Affordable Housing Policy, 2013. That the complainants had purchased the flat with intention that after purchase, her family will use the flat for their personal use. That it was promised by the respondent party at the time of receiving payment for the flat that the possession of fully constructed flat as shown in newspaper at the time of sale, would be handed over to the complainants on and after the payment of last and final installment, it is pertinent to mention here that these installment becomes accrue on every 6 months after the commencement of construction work, and the respondent was under obligation to deliver the project complete in all respect as and when the respondent takes the last installment or by maximum till 22.01.2020 (as per Apartment



Buyer Agreement and Affordable Housing Policy, the possession of flat need to be given within 48 months from the date of approval of building plans or from the date of environmental clearance whichever is later).

- VII. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent party and as such they are liable to be punished and compensate the complainants.
- VIII. That due to above acts of the respondent and of the terms and conditions of the builder buyer agreement, and of Affordable Housing Policy 2013, the complainants have been unnecessarily harassed mentally as well as financially, therefore the respondent is liable to compensate the complainants on account of the aforesaid act of unfair trade practice.
- IX. It is also pertinent to mention here that the DTCP, Haryana is also liable to for their negligence to monitor the progress of the project as in the case of affordable housing, Government/DTCP department plays an Active Role and when the respondent has miserably failed to complete the structure as per the schedule specified in apartment buyer agreement and as per the Haryana Affordable Housing Policy 2013 (i.e. 4 years from the date of grant of building approvals or from the date of grant of environmental clearance, which is later), by Town and Country Planning Department. It has been more than 1 year since the DTCP has



failed to take any action against the respondent regarding failure of respondent to handover the possession to allottees. Hence, the respondent has failed to adhere to the guidelines mentioned in Affordable Housing Policy, 2013.

- X. That for the first time cause of action for the present complaint arose on 19.10.2015, when a one sided, arbitrary and unilateral apartment buyer agreement was executed between the parties and on 03.09.2018, when the complainants paid the last installment. Further the cause of action arose on 22.01.2020, when the respondent failed to hand over the possession of the flat as per the buyer agreement, the cause of action again arose on various occasions, till date, when the protests were lodged with the respondent about its failure to deliver the project . The cause of action is alive and continuing and will continue to subsist till such time as this authority restrains the respondent by an order of injunction and/or passes the necessary orders.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
- I. Direct the respondent to pay interest @ Prescribed rate on delayed possession since due date of possession i.e. 22.01.2020 till date of actual legal possession on paid amount i.e. Rs.20,94,471/-.
 - II. Direct the respondent to complete and seek necessary governmental clearances regarding infrastructural and other facilities including



road, water, sewerage, electricity, environmental etc. before handing over the physical possession of the flat.

5. 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.

6. The respondent contested the complaint on the following grounds: -
- a) That the present complaint in the present form cannot be maintainable as the same is contrary to the provision of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and therefore, the present complaint is liable to be dismissed in limine.
 - b) That this hon'ble authority does not have the jurisdiction and adjudicate the present complaint. Therefore, the present complaint is liable to be dismissed.
 - c) That the respondent was granted a license bearing no. 86 of 2014 dated 09.08.2014 for the development of an affordable group housing residential colony on the land admeasuring area of 6.19375 acres situated in the revenue state of village Kherki-Marja Dhankot, Sector-99, Gurugram. The respondent thereafter, obtained all the relevant approvals and sanctions to commence the construction of the project. The respondent obtained the approvals of the building plans vide approvals dated 17.10.2014 and also obtained the environmental clearance vide approval dated 22.01.2016. That the respondent further obtained the registration



under RERA Act and the respondent was granted the registration no. 236 of 2017. The said RERA registration was valid till 08.08.2019 which was extended by this authority till 31.08.2020.

d) That it is clearly evident from the aforesaid approvals granted by the various authorities, that the respondent was entitled to complete and build the project till 31.08.2020. However, due to the outbreak of the pandemic Covid-19 in March 2020, a national lockdown was imposed as a result of which all the construction works were severely hampered. Keeping in view the difficulties in completing the project by real estate developers, this authority granted 6 months extension to all the under-construction projects vide order dated 26.05.2020. Thereafter due to the second covid wave from January to May 2021 once again the construction activities came to a standstill. The covid pandemic led to severe shortage of labour which resulted in the delay in completing the construction of the project for which the time of 6 months granted by this authority was not sufficient as the effect of labour shortage continued well beyond for more than 12 months after the covid lockdown. Furthermore, the covid pandemic lockdown caused stagnation and sluggishness in the real estate sector and had put the respondent company in a financial crunch, which was beyond the control of the respondent company.

e) That the construction of the project was hampered and obstructed due to the stoppage of construction activities several times during this period with effect from 2016 as a result of the various orders and directions passed by hon'ble National Green Tribunal, 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. The stoppage of construction activities abruptly had led to slowing down of the construction activities for months which also contributed in the delay in completing the project within the specified time period.

- f) That the present project is an affordable group housing project being developed in accordance with the provision of the Affordable Housing Policy, 2013. The allotment price of the unit was fixed by the Government of Haryana and in terms of the policy, the respondent was paid the allotment price in installment. Though, the allotment price was fixed by the Government of Haryana in the year 2013 but the same was not revised till date. Although the construction cost was increased manifold but the Government of Haryana had failed to increase the allotment price. The Government of Haryana had failed to take into account the increase in the construction cost since the policy in the year 2013. If by conservative estimates the construction cost is deemed to have increased by 10% every year then till date the construction costs have got doubled since the date of promulgation of Affordable Housing Policy, 2013. The license for the project Riddhi Siddhi was granted on 11.08.2014 and the respondent was permitted to sell the units at the allotment price of Rs. 4000 per sq. ft. the project is being constructed by the respondent and is near in completion. The photographs of the current status of the project which clearly proves that the entire construction has been done



and the formalities of obtaining occupation certificate remains pending.

g) That as per the contents of the present complaint, the complainants are asking for payment of interest of Rs. 16,407/- per months at the rate of 9.40% per annum simple rate of interest on the total amount of Rs. 20,94,471/-. The amount received from the complainants are Rs. 19,98,000/- and the remaining amount is paid by the complainant towards taxes. It is totally unreasonable to claim interest of Rs. 16,407/- from the respondent for the delay in delivering the possession as the possession has been delayed on account of various intervening factors like lockdown imposed due to Covid-19 pandemic, due to labour shortage arising out of the Covid-19 Pandemic, stopping of construction works by the National Green Tribunal as well as by other authorities due to increase in pollution level and for various other reasons.

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

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire



Gurugram district for all purposes. 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

10. 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;

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.

11. 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 respondents

- F.I. Objection regarding passing of various force majeure conditions such as orders by EPCA, lockdown due to Covid-19 pandemic, shortage of labour and NGT orders.**



12. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Environmental Pollution (Prevention and Control) Authority for NCR (hereinafter, referred as EPCA) from 26.10.2019 to 14.12.2019, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) but the due date for completion of the project comes to 22.01.2020. The respondent-builder has already applied for getting occupation certificate vide application dated 04.08.2021 and the same is pending before the competent authority. The authority is of considered view that circumstances such as various orders passed by the Environmental Pollution (Prevention and Control) Authority for NCR (hereinafter, referred as EPCA) from 26.10.2019 to 14.12.2019, NGT were for shorter period of time and were not continuous and thus, no leniency in this regard can be given to the respondent builder. The respondent-builder stated at bar that it has already applied for grant of occupation certificate vide application dated 04.08.2021 and there is delay on part of competent authority. Further, an application in this regard is also pending. The authority is of considered view that no occupation certificate has been obtained by the respondent till date and if such delay is on the part of any competent authority then, it may approach the competent/deciding authority for getting this time period be declared as 'zero time period' for computing delay in



completing the project. However, for the time being, the authority is not considering this time period as zero period and the respondent is liable for delay in handing over possession as per provisions of the Act.

13. As far as delay in construction due to outbreak of Covid-19 is concerned, *Hon'ble Delhi High Court in case titled as M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020* dated 29.05.2020 has observed that-

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself."

14. The respondent was liable to complete the construction of the project and handover the possession of the said unit was to be handed over the possession of the allotted unit by 22.01.2020 and is claiming benefit of lockdown which came into effect on 24.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

G. Findings on the relief sought by the complainant.



G.I Direct the respondent to pay interest at prescribed rate on delayed possession since due date of possession i.e. 22.01.2020 till date of actual legal possession on paid amount i.e. Rs.20,94,471/-.

G.II Direct the respondent to complete and seek necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electricity, environmental etc. before handing over the physical possession of the flat.

15. In the present complaint, the complainants 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."

16. Clause 8.1 of the apartment buyer's agreement (in short, agreement) dated 19.10.2015 provides for handing over of possession and is reproduced below:

8.1 EXPECTED TIME FOR HANDING OVER POSSESSION

Except where any delay is caused on account of reasons expressly provided for under this Agreement and other situations beyond the reasonable control of the Company and subject to the Company having obtained the occupation/completion certificate from the competent authority(ies), the Company shall endeavour to complete the construction and handover the possession of the said Apartment within a period of 4 years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the



Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder..”

17. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. As per clause 8.1 of apartment buyer’s agreement the possession of the allotted unit is to be handed over within four years from date of sanction of building plan i.e.; 17.10.2014 or within four years from the date of environment clearance i.e.; 22.01.2016, whichever is later. The due date of possession is calculated from the date of environment clearance i.e.; 22.01.2016, being later which comes out to be 22.01.2020.

18. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges however, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the “interest at the rate prescribed” shall be the State Bank of India highest marginal cost of lending rate +2%.



Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

19. 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.
20. 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., 15.02.2023 is 8.60%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.60%.
21. The definition of term 'interest' as defined under section 2(z) 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:

"(z) "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;"*

22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.60% by the



respondent/promoter which is the same as is being granted her in case of delayed possession charges.

23. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, 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. By virtue of clause 8.1 of the apartment buyer's agreement executed between the parties on 19.10.2015, the possession of the subject apartment was to be delivered within 4 years from the date of sanction of building plan or from the date of environment clearance, whichever is later. The due date of possession is calculated from the date of environment clearance i.e.; 22.01.2016, being later which comes out to be 22.01.2020.
24. 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 charges at rate of the prescribed interest @ 10.60% p.a. w.e.f. 22.01.2020 till the handing over of possession as per provisions of section 18(1) of the Act read with rule 15 of the Rules.
25. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate is yet not obtained. The respondent shall offer the possession of the unit in question to the complainant after obtaining occupation certificate, so it



can be said that the complainant shall come to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e. 22.01.2020 till the expiry of 2 months from the date of offer of possession or actual handing over of possession, whichever is earlier.

26. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the agreement dated 19.10.2015 to hand over the possession within the stipulated period. Accordingly, the 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 allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 22.01.2020 till the date of offer of possession plus 2 months or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 10.60 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.



H. Directions of the authority

27. 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 to the complainant against the paid-up amount at the prescribed rate of 10.60% p.a. for every month of delay from the due date of possession i.e., 22.01.2020 till actual handing over of possession or offer of possession plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period;
- iii. The arrears of such interest accrued from 22.01.2020 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules;
- 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., 10.60% 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 the part of the agreement to sell.

28. Complaint stands disposed of.

29. File be consigned to registry.

(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.02.2023

HARERA
GURUGRAM