



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

<b>Complaint no.:</b>	<b>4853 of 2022</b>
<b>First date of hearing:</b>	<b>12.10.2022</b>
<b>Date of decision:</b>	<b>18.07.2023</b>

1. Neha Gupta  
2. Ankush Gupta  
R/o F17/13, Block-F, Pocket-17, Sector-8, Rohini,  
Delhi-110085

**Complainants**

**Versus**

1. M/s Ansal Housing Ltd. (Formerly known as M/s  
Ansal Housing and Construction Ltd.)  
**Office address:** 15 UGF, Indraprakash, 21,  
Barkhamba Road, New Delhi- 110001.  
2. M/s Samyak Projects Pvt. Ltd.  
**Office address:** 111, 1<sup>st</sup> floor, Antriksh Bhawan, 22  
K.G. Marg, New Delhi-110001

**Respondents**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Shri Gaurav Rawat (Advocate)  
Shri. Sparsh Chaudhary (Advocate) for R1  
None for R2

**Complainants**

**Respondents**

**ORDER**

1. The present complaint dated 14.07.2022 has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in

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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 as provided 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Hub 83 Boulevard", Sector-83, Gurugram
2.	Total area of the project	2.60 acres
3.	Nature of the project	Commercial complex part of residential colony
4.	DTCP license no.	113 of 2008 dated 01.06.2008 valid up to and 71 of 2010 dated 15.09.2020 valid up to
5.	Name of licensee	Buzz Estate Pvt. Ltd. & others.
6.	Registered/not registered	Registered vide no. 09 of 2018 dated 08.01.2018 for 2.80 acres. Valid up to 31.12.2020
7.	Unit no.	G-103 [pg. 31 of complaint]
8.	Area of the unit	571 sq. ft. [pg. 31 of complaint]
9.	Date of execution of BBA	08.12.2014

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		[pg. 27 of complaint]
10.	Possession clause	<b>30</b> <i>The developer shall offer possession of the unit any time, within a period of 42 months from the or date of execution of the agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all the dues by buyer &amp; subject to force majeure circumstances as described in clause 31. Further there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit.</i> (Emphasis supplied) [page 38 of complaint]
11.	Date of start of construction as per customer ledger dated 11.05.2022 at page 25 of complaint	15.12.2014
12.	Due date of possession	15.12.2018 (Note: 42 months from date of commencement of construction i.e., 15.12.2014 being later. Grace period allowed being unqualified)
13.	Basic sale consideration as per payment plan annexed with BBA at page 31 of complaint	₹ 71,42,153/-
14.	Total amount paid by the complainant as per customer ledger dated 11.05.2022 at pg. 22 of complaint	₹ 73,63,323/-
15.	Offer of possession	Not offered
16.	Occupation certificate	Not obtained

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**B. Facts of the complaint**

3. The complainants have pleaded the complaint on the following facts:
- a. That the complainant is a law-abiding citizen and consumer who have been cheated by the malpractices adopted by the Respondent is stated to be a builder and is allegedly carrying out real estate development. Since many years, the complainants being interested in the project because it was a commercial project, and the complainants desired their own commercial space.
  - b. That the complainant was subjected to unethical trade practice as well as subject of harassment, developer buyer agreement clause of escalation cost, many hidden charges which will be forcedly imposed on buyer at the time of possession as tactics and practice used by builder guise of a biased, arbitrary and one sided. That the executed developer buyer agreement between respondent and complainants mentioned in developer's representations, DTCP given the licence no. 113 of 2008 dated 01.06.2008 and 71 of 2010 dated 15.09.2010.
  - c. That the allottees approached to the respondent for booking commercial unit measuring 571 sq. ft., in the commercial project commercial unit no. G-103, "Ansal HUB83 Boulevard", Sector 83, Gurugram, Haryana. The initial booking amount of ₹ 10,00,000/- was paid through chq. receipt no. 000005, dated 24.06.2013 (more than 9 years back) and legally endorse to in the name.
  - d. That the respondent to dupe the allottees in their nefarious net even executed buyer's agreement signed between complainants and M/s Ansal Housing Ltd. M/s Samyak Projects Pvt. Ltd. on dated

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08.12.2014. Respondents create a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainant.

- e. It is submitted that as per clause 23 of the developer buyer agreement the buyer was charged very high interest rate i.e., 24% per annum, compounded quarterly. Furthermore, according to clause 24 of agreement if buyer fails to pay due instalments within stipulated period, the respondent could cancel the agreement and forfeit the earnest money, without giving any notice to buyer which in itself is perverse in nature.
- f. That the total cost of the said commercial unit is ₹ 77,65,236/- and a sum of ₹ 73,63,323/- was paid by the complainant in time bound manner. This amount constituted more than 95% of the total sum taken from the complainant within 4 years. This amount was taken by the respondent through fraudulent means by erecting a bare structure within 2017. The respondent declined to complete the project after collecting money and there has been little progress in construction from 2016 onwards.
- g. Rest 60% amount linked with the construction of super structure only of the total sale consideration to the time lines, which is not depended or co-related to the finishing of commercial unit and internal development of facilities amenities and after taking the same respondent have not bothered to any development on the project till date as a whole project not more than 50 % and in term of particular tower just built a super structure only. Extracted the

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huge amount and not spend the money in project is illegal and arbitrary and matter of investigation.

- h. That the builder started construction work more than 9 year back and quickly erected a bare structure with the sole intention of taking money from buyer on construction-linked instalments. Respondents/builder are not completing the project and intend to delay for undefined times to complete the project. The long period has made adverse effect on construction quality of project.
- i. That keeping in view the snail paced work at the construction site and half-hearted promises of the respondent, the chances of getting physical possession of the assured commercial unit in near future seems bleak and that the same is evident of the irresponsible and desultory attitude and conduct of the respondent, consequently injuring the interest of the buyers including the complainants who have spent his entire hard earned savings and taken interest bearing loan in order to buy this home and stands at a crossroads to nowhere. The inconsistent and lethargic manner, in which the respondent conducted its business and their lack of commitment in completing the project on time, has caused the complainant great financial and emotional distress and loss.

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

4. The complainants have sought following reliefs:

- a. Direct the respondent to hand over the possession and pay delay possession charges @24% interest from due date of possession till actual handing over of possession.

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- b. Direct the respondent to quash unilateral charges which will be imposed at the time of offer of possession.
  - c. Direct the respondent to quash one sided clause from BBA.
  - d. Pass an order for payment of GST amount levied upon the complainant and taken benefit of input credit by builder.
5. 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.**

6. The respondent contended the complaint on the following grounds:
- a. That the complainant approached the respondent sometime in the year 2013 for the purchase of an independent unit in its upcoming residential project "ANSAL HUBS" (hereinafter be referred to as the "project") situated in Sector-83, District Gurgaon (Haryana). It is submitted that the complainant prior to approaching the respondent, had conducted extensive and independent enquiries regarding the project and it was only after the complainant was being fully satisfied with regard to all aspects of the project, including but not limited to the capacity of the respondent to undertake development of the same and the complainant took an independent and informed decision to purchase the unit, un-influenced in any manner.
  - b. That thereafter the complainant applied to the respondent for provisional allotment of a unit in the project on 24.6.2013. The

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complainant, in pursuant to the application, was allotted shop/office space bearing no. G-103 in the project "**ANSAL HUB**" **situated** at Sector 83, District Gurgaon, Haryana. The complainant consciously and willfully opted for a construction linked plan for remittance of the sale consideration for the unit in question and further represented to the respondent that the complainant should remit every installment on time as per the payment schedule. The respondent had no reason to suspect the bonafide of the complainant.

- c. That without prejudice to the aforesaid and the rights of the respondent, it is submitted that the respondent would have handed over the possession to the complainant within time had there been no force majeure circumstances beyond the control of the respondent, there had been several circumstances which were absolutely beyond and out of control of the respondent such as orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble Punjab & Haryana High Court duly passed in civil writ petition no. 20032 of 2008 through which the shucking /extraction of water was banned which is the backbone of construction process, simultaneously orders at different dates passed by the Hon'ble National Green Tribunal thereby restraining the excavation work causing air quality index being worst, may be harmful to the public at large without admitting any liability. Apart from these, the demonetization is also one of the major factors to delay in giving possession to the home buyers as demonetization caused abrupt stoppage of work in many projects. The sudden

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restriction on withdrawals led the respondent to be unable to cope with the labor pressure. However, the respondent is carrying its business in letter and spirit of the builder buyer agreement as well as in compliance of other local bodies of Haryana Government.

- d. That the respondent is carrying his business in letter and spirit of the builder buyer agreement but due to COVID"19 the lockdown was imposed throughout the country in March 2020 which badly affected the construction and consequently respondent was not able to handover the possession on time as the same was beyond the control of the respondent.
- e. That the ban on construction was imposed by the Hon'ble supreme court of India in the year 2021 due to the alarming levels of pollution in Delhi NCR which severely affected the ongoing construction of the project.
- f. That it is submitted that the complaint is not maintainable or tenable under the eyes of law as the complainant has not approached this Hon'ble Authority with clean hands and has not disclosed the true and material facts related to this case of complaint. The complainant, thus, has approached the Hon'ble Authority with unclean hands and also has suppressed and concealed the material facts and proceedings which have direct bearing on the very maintainability of purported complaint and if there had been disclosure of these material facts and proceedings the question of entertaining the present complaint would have not arising in view of the case law titled as **S.P. Chengalvaraya NaiduVs. Jagan Nath reported in 1994 (1) SCC Page-1** in which

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the Hon'ble Apex Court of the land opined that non-disclosure of material facts and documents amounts to a fraud on not only the opposite party, but also upon the Hon'ble Authority and subsequently the same view was taken by even Hon'ble National Commission in case titled as **Tata Motors Vs. Baba Huzoor Maharaj bearing RP No.2562 of 2012 decided on 25.09.2013.**

- g. That without admitting or acknowledging the truth or legality of the allegations advanced by the complainant and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. It is further submitted that merely because the Act applies to ongoing projects which are registered with the Authority, the Act cannot be said to be operating retrospectively. The provisions of the Act relied upon by the complainant seeking refund, interest and compensation cannot be called into aid in derogation and ignorance of the provisions of the builder buyer's agreement. It is further submitted that the interest in the alleged delay demanded by the complainant is beyond the scope of the buyer's agreement. The complainant cannot demand any interest or compensation beyond the terms and conditions incorporated in the builder buyer's agreement. However, in view of the law as laid down by the Hon'ble Bombay High Court in a case titled as **Neelkamal Realtors Suburban Pvt. Ltd. Vs. Union of India published in 2018(1) RCR (C) 298.** the liberty to the promoter/developer has been given U/s

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4 to intimate fresh date of offer of possession while complying the provision of Section 3 of RERA Act as it was opined that the said Act named RERA is having prospective effect instead of retrospective. Para no. 86 and 119 of the above said citations are very relevant in this regard.

h. That it is submitted that several allottees have defaulted in timely remittance of payment of installment which was an essential, crucial and an indispensable requirement for conceptualization and development of the project in question. Furthermore, when the proposed allottees defaulted in their payment as per schedule agreed upon, the failure has a cascading effect on the operation and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the respondent. The respondent, despite the default of several allottees, has diligently and earnestly pursued the development of the project in question and has constructed the project in question as expeditiously as possible. The construction of the project is completed and ready for delivery, awaiting occupancy certificate which is likely to be completed by the year 2022.

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 submission made by the parties.

**E. Jurisdiction of the authority**

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8. 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**

9. 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**

10. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the relief sought by the complainants.**

**F.I. Direct the respondent to hand over the possession and pay delay possession charges @24% interest from due date of possession till actual handing over of possession.**

11. In the present complaint, the complainant intends to continue with the project and is seeking delayed possession charges at prescribed rate of interest on the amount paid. Clause 30 of the BBA (in short, agreement) provides for handing over of possession and is reproduced below: -

*"30. The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the agreement or*

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*within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit."*

12. 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 application, and the complainants not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer agreement by the promoter are just to evade the liability towards timely delivery of subject unit and to deprive the allottees of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottees is left with no option but to sign on the dotted lines.
13. **Admissibility of grace period:** The respondent/promoter has raised the contention that the construction of the project was badly affected on account of the orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of

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the Hon'ble Punjab & Haryana High Court duly passed in civil writ petition no.20032 of 2008 through which the shucking /extraction of water was banned which is the backbone of construction process, simultaneously orders at different dates passed by the Hon'ble National Green Tribunal restraining thereby the excavation work causing Air Quality Index being worse, may be harmful to the public at large without admitting any liability.

14. In this particular case, the Authority considered the above contentions raised by the respondent and observes that the promoter has proposed to hand over the possession of the apartment within a period of 42 months plus 6 months from date of agreement or the date of obtaining all the required sanctions and approval necessary for commencement of construction whichever is later. The authority calculated due date of possession according to clause 30 of the agreement dated 08.12.2014 i.e., within 42 months from date of start of construction i.e., 15.12.2014 being later. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 months in the possession clause subject to force majeure circumstances. Accordingly, this grace period of 6 months shall be allowed to the promoter at this stage. Accordingly, the due date comes out to be 15.12.2018.

- 15 **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottees 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:

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***"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."*

16. 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.
17. 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., **18.07.2023** is 8.70%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.70%.
18. The definition of term 'interest' as defined under section 2(z a) 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 allottees, as the case may be.*

*Explanation. —For the purpose of this clause—*

*(i) 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.*

*(ii) the interest payable by the promoter to the allottees 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*

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*refunded, and the interest payable by the allottees to the promoter shall be from the date the allottees defaults in payment to the promoter till the date it is paid;"*

19. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.70%** by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
20. 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 30 of the agreement executed between the parties on 08.12.2014, the possession of the subject apartment was to be delivered within 42 months from the date of execution of agreement or date of start of construction whichever is later. The due date is calculated from the date of start of construction i.e., 15.12.2014, being later. Accordingly, period of 42 months expired on 15.06.2018. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession is 15.12.2018. The respondent has not yet offered the possession of the subject apartment. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement 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 allottees shall be paid, by the promoter, interest for every month of delay from due date of possession

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i.e., 15.12.2018 till the expiry of 2 months from the date of issuance of occupation certificate or actual handing over of possession of the unit whichever is earlier, at prescribed rate i.e., 10.70 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**F.II. Direct the respondent to quash unilateral charges which will be imposed at the time of offer of possession.**

21. The respondent shall not charge anything from the complainants which is not the part of the agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.

**F.III. Direct the respondent to quash one sided clause from BBA.**

22. The complainant in its complaint has specifically mentioned clause 23, 24 and 34 of the BBA.
23. The function of the authority is to safeguard the interest of the aggrieved person, may be the allottee or the promoter. The rights of the parties are to be balanced and must be equitable. The promoter cannot be allowed to take undue advantage of his dominant position and to exploit the needs of the home buyers. This authority is duty bound to take into consideration the legislative intent i.e., to protect the interest of the consumers/allottees in the real estate sector. The authority has gone through clause no. 24 of the agreement and observed that the said clause is ex-facie one-sided, unfair and unreasonable which give sweeping powers to the promoter to cancel the allotment and forfeit the

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amount paid. This shall constitute the unfair trade practice on the part of the promoter.

24. Hon'ble Supreme Court and various High Courts in a plethora of judgments have held that the terms of a contract shall not be binding if it is shown that the same were one sided and unfair and the person signing did not have any other option but to sign the same. Reference can also be placed on the directions rendered by the Hon'ble Apex Court in *civil appeal no. 12238 of 2018 titled as Pioneer Urban Land and Infrastructure Limited Vs. Govindan Raghavan (decided on 02.04.2019) as well as by the Hon'ble Bombay High Court in the Neelkamal Realtors Suburban Pvt. Ltd. (supra)*. A similar view has also been taken by the Apex court in *IREO Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors. (Civil appeal no. 5785 of 2019)*.
25. As far as clause 23 and 34 are concerned wherein interest paid by the complainant to the respondent is concerned the authority holds firm view upon this point that is the respondent may charge the delay payment charges from the complainant in case of default shall be charged at the prescribed rate as per rule 15 of the rules, 2017 i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date + 2% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

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26. Accordingly, the authority is of the view that these types of discriminatory terms and conditions of the buyer's agreement will not be final and binding.

**F.IV. Pass an order for payment of GST amount levied upon the complainant and taken benefit of input credit by builder.**

27. The authority has decided this issue in the complaint bearing no. 4031 of 2019 titled as Varun Gupta V/s Emaar MGF Land Ltd. wherein the authority has held that for the projects where the due date of possession was prior to 01.07.2017 (date of coming into force of GST), the respondent/promoter is not entitled to charge any amount towards GST from the complainant/allottee as the liability of that charge had not become due up to the due date of possession as per the buyer's agreements.

28. In the present complaint, the possession of the subject unit was required to be delivered by 15.12.2018 and the incidence of GST came into operation thereafter on 01.07.2017. So, the respondent is entitled to charge GST from the complainants/allottees as the liability of GST had become due up to the due date of possession as per the said agreement.

**G. Directions of the authority**

29. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f):

- a. The respondent is directed to pay interest at the prescribed rate of 10.70% p.a. for every month of delay from the due date of possession

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- i.e., 15.12.2018 till the expiry of 2 months from the date of issuance of occupation certificate or actual handing over of possession of the unit whichever is earlier.
- b. The arrears of such interest accrued from 15.12.2018 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 allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- c. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- d. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.70% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- e. The respondent shall not charge anything from the complainant which is not the part of the agreement.
30. Complaint stands disposed of.
31. File be consigned to registry.

V.I-3  
(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 18.07.2023