

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

Date of decision: 22.12.2023

NAME OF THE BUILDER		ANSAL HOUSING LTD. (Formerly known as ANSAL HOUSING & CONSTRUCTION LTD.)	
PROJECT NAME		ANSAL HEIGHTS 86	
S. No.	Case No.	Case title	APPEARANCE
1	CR/585/2023	Rajesh Vashista V/s Ansal Housing Ltd. & Samyak Projects Pvt. Ltd.	Smt. Priyanka Agarwal None
2	CR/586/2023	Rahul Soni V/s Ansal Housing Ltd. & Samyak Projects Pvt. Ltd.	Smt. Priyanka Agarwal None

CORAM:

Shri Sanjeev kumar Arora

Member

ORDER

1. This order shall dispose of the 2 complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Ansal Heights 86" (group housing colony) being developed by the same respondent/promoter i.e., M/s Ansal Housing & Construction



Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with interest.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location		ANSAL HOUSING LTD "ANSAL HEIGHTS 86" Sector-86, Gurugram.		
Possession Clause: - 31				
<i>"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 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 32. 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)				
Occupation certificate: - Not obtained				
Due date:				
01.10.2017 (Note: 42 months from date of start of construction i.e., 01.10.2013 being later + 6 months grace period allowed being unqualified)				
Note: Grace period is allowed being unqualified & included while computing due date of possession.				
Complaint No., Case Title	Unit no.	Date of apartment buyer agreement	Offer of possession for fit outs	Sale Consideration (SC)/ Total Amount paid by the complainant(s)(AP)
CR/585/2023	D-0104 [page 25 of complaint]	16.10.2012	Not offered	SC- ₹ 79,41,624/-

		[page 22 of complaint]		AP- ₹ 78,92,477/-
CR/586/2023	D-0204 [page 26 of complaint]	15.10.2012	Not offered	SC- ₹ 78,46,731/-
		[page 23 of complaint]		AP- ₹ 78,17,593/-

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the apartment buyer's agreement executed between the parties in respect of said unit for not handing over the possession by the due date, seeking award of delay possession charges along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/585/2023 Rajesh Vashista V/s Ansal Housing Ltd. & Samyak Projects Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges along with interest and compensation.

A. Project and unit related details



7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/585/2023 Rajesh Vashista V/s Ansal Housing Ltd. & Samyak Projects Pvt. Ltd.

S. N.	Particulars	Details
1.	Name of the project	Ansal Heights,86
2.	Project location	Sector 86, Gurugram, Haryana
3.	Project area	12.843 acres
4.	Nature of the project	Group housing colony
5.	DTCP license no. and validity status	48 of 2011 dated 29.05.2011 valid upto 28.05.2017
6.	Name of licensee	Resolve Estate Pvt. Ltd.
7.	RERA registration details	Not registered
8.	Unit no.	D-0104 [pg. 25 of complaint]
9.	Unit area admeasuring	1895 sq. ft. [pg. 25 of complaint]
10.	Date of execution of builder buyer agreement	16.10.2012 [pg. 22 of complaint]
11.	Possession clause	31. <i>The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the</i>



		<p><i>agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later</i> subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 32. Further, there shall be <i>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></p> <p>(Emphasis supplied) [page 30 of complaint]</p>
12.	Date of commencement of construction	01.10.2013
13.	Due date of possession	01.10.2017 [Note: 42 months from date of start of construction i.e., 01.10.2013 being later + 6 months grace period allowed being unqualified]
14.	Basic sale consideration as per customer ledger at page 40 of complaint.	₹ 79,41,624/-
15.	Total amount paid by the complainant as per customer ledger on page no. 44 of complaint	₹ 78,92,477/-
16.	Occupation certificate	Not yet obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainants have made the following submissions in the complaint: -
9. That based on the promises and commitment made by the respondent, complainant booked a 3 BHK flat admeasuring 1895 sq ft, along with two covered car parking in the unit no. D-0104, tower-D in residential project "Ansal Heights 86", sector 86, Gurugram, Haryana. The initial booking amount of Rs. 9,79,568/- (Including Tax) was paid through cheque on dated 27.02.2012.
10. That the flat buyer agreement signed between M/s Ansal Housing Ltd. & M/s Samyak Projects Pvt Ltd and Mr. Rajesh Vashista, dated 16.10.2012. Respondent 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.
11. That the total cost of the said flat was Rs. 71,30,454/- and complainant paid total amount Rs. 78,92,477.48/- in a time bound manner.
12. That as per section 19 (6) the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) complainant has fulfilled his responsibility in regard to making the necessary payments in the manner and within the time specified in the said agreement. Therefore the complainant herein are not in breach of any of its terms of the agreement.
13. That complainant had paid all the installments timely and deposited Rs. 78,92,477.48/-. That respondent in an endeavor to extract money from Allottees devised a payment plan under which respondent linked more than 35 % amount of total paid against as an advance 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 flat 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 40% completed in term of particular tower just built a super structure only. Extracted the huge amount and not spend the money in project is illegal and arbitrary and matter of investigation.

14. That the complainant is paying EMI on Sanctioned home loan of rupees 55000000/- from HDFC Bank which was taken for bought this flat and EMI of Rs. 53991/- per Month Create extra financial burden on complainants.
15. That complainant booked apartment dated 2012 (more than 10 year ago) and as per flat buyer agreement builder liable to offer possession on before 16th April 2016. After that builder committed new date with authority in December 2021 is impractical, unacceptable and he made his escape from the authority's legal action.
16. That the builder had started construction work almost 10 year ago, but still respondent wanted to more time to complete the project that 8-10 year long period make adverse effect on construction quality of project.
17. That as the delivery of the apartment was due on April 2016 which was prior to the coming into of force of the GST Act, 2016 i.e. 01.07.2017, it is submitted that the complainant is not liable to incur additional financial burden of GST due to the delay caused by the respondent. Therefore, the respondent is liable to pay the GST on behalf of the complainant but the builder instead collected GST amount from the complainant itself and enjoyed the input credit as a bonus, this is also matter of investigation.

C. Relief sought by the complainant:

18. The complainants have sought following relief(s)

- a. Direct the respondent to get the occupation certificate and immediately handover the legal physical possession of the unit in habitable condition.
 - b. Direct the respondent to pay interest on paid amount of Rs. 78,92,477/- along with interest from 16.04.2016 till actual physical possession thereon 24% equal to what respondent charges from complainant.
 - c. Pass order for forensic audit of the project.
 - d. Direct the respondent to quash one sided clause from BBA.
 - e. Pass an order for payment of GST amount levied upon the complainant and take the benefit of input credit by builder.
19. 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.**
20. The respondent has contested the complaint on the following grounds.
21. That the present complaint is neither maintainable nor tenable by both law and facts. The present complaint is not maintainable before this Hon'ble Authority, as the complainant has admitted that he has not paid the full amount. The complainant has filed the present complaint seeking interest. The present complaint is liable to be dismissed on this ground alone.
22. That the complainant has no locus-standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the allotment letter/buyer's

agreement dated 01.06.2013, which is evidentiary from the submissions made in the following paragraphs of the present reply.

23. That the complainant approached the respondent sometime in the year 2011 for the purchase of an independent unit in its upcoming residential project "Ansal Heights" (hereinafter be referred to as the "project" situated in Sector-86, District Gurgaon (Haryana). 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.
24. That thereafter the complainant applied to the respondent for provisional allotment of a unit in the project. The complainant, in pursuant to the application, was allotted flat bearing no. D 0104 in the project "Ansal Heights" situated at Sector 86, 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.
25. That despite there being a number of defaulters in the project, the respondent itself infused funds into the project and has diligently developed the project in question. It is also submitted that the construction work of the project is swing on full mode and the work will be completed

within the prescribed time period as given by the respondent to the authority.

26. 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 restriction on withdrawals led the respondent 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.
27. 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.

28. That similar lockdown was imposed in the year 2021 which extended to the year 2022 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.
29. 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.
30. 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

31. The application of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

32. 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

33. 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) The promoter shall-

(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.

34. 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 complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I Direct the respondent to pay interest on paid amount of Rs. 78,92,477/- along with interest from 16.04.2016 till actual physical possession thereon 24% equal to what respondent charges from complainant.

35. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges interest on the amount paid. 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:

"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. -

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

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."

(Emphasis supplied)

36. Clause 31 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

"31.

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 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 32. 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."

37. At the outset, it is relevant to comment on the preset 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 these

agreements 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 favor of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee 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 allottee is left with no option but to sign on the dotted lines.

38. **Due date of handing over possession and 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 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.
39. 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 from the 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. The authority calculated due date of possession from the date of commencement of construction i.e., 01.10.2013 being later. The period of 42 months expired on 01.04.2017. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period in the possession clause. Accordingly, the authority allows this grace period of 6 months to the promoter at this stage.

40. Further in the judgement of the Hon'ble Supreme Court of India in the cases of Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR (c), 357 reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022. it was observed:

25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.

41. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and

regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a).

42. **Admissibility of delay possession charges along with prescribed rate of interest:** The complainants are seeking delay possession charges for the delay in handing over the possession at the prescribed rate of interest. However, the allottees intend to continue with the project and are seeking delay possession charges in respect of the subject unit with interest at prescribed rate as provided 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.

43. 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.
44. 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., **22.12.2023** is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.



F.II. Direct the respondent to get the occupation certificate and immediately handover the legal physical possession of the unit in habitable condition.

45. The respondent is legally bound to meet the pre-requisites for obtaining an occupation certificate from the competent authority. The promoter is duty bound to obtain OC and hand over possession only after obtaining OC. Since the respondent has offered the possession for fit outs letter to the complainant without obtaining OC from the competent authority accordingly the said letter is invalid. And the respondent is directed to offer the possession of the unit and hand over the physical possession only after obtaining OC.

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

The complainants have not mentioned one sided clauses particularly in its complaint. So the authority cannot deliberate on this relief.

F.IV. Request the authority to pass the order for forensic audit.

46. The complainant has neither pressed the said relief in its pleadings nor does the counsel argued during the course of hearing regarding the said issue. Therefore, the authority cannot deliberate on this relief.

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

47. 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.

48. In the present complaint, the possession of the subject unit was required to be delivered by 01.10.2017 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.
49. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent 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 31 of the agreement executed between the parties on 16.10.2012, the possession of the subject apartment was to be delivered within 42 months from 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 from the date of commencement of construction i.e., 01.10.2013 being later. The period of 42 months expired on 01.04.2017. 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 01.10.2017. The respondent has not issued a letter for possession till date. 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.
50. 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., 01.10.2017 till the offer of the possession plus two months or handing over of possession after receipt of OC whichever is earlier, at prescribed rate i.e., 10.85 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G. Directions of the authority

51. 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):
- a. The respondent is directed to hand over the actual physical possession of the unit to the complainants within 2 months after obtaining occupation certificate.
 - b. The respondent is directed to pay interest at the prescribed rate of 10.85% p.a. for every month of delay from due date of possession i.e., 01.10.2017 till the offer of the possession plus two months or handing over of possession after receipt of OC whichever is earlier.
 - c. The arrears of such interest accrued from 01.10.2017 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 10th of the subsequent month as per rule 16(2) of the rules.
 - d. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- e. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoters 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.
- f. 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.
52. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
53. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.
54. Files be consigned to registry.

HARERA
(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.12.2023