

# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.

7880 of 2022

Date of filing complaint:

05.01.2023

Date of decision

26.10.2023

Tejpal Singh

R/o: - H.No 441, Near I.M.T., Village Nawada,

Nimka, Faridabad, Haryana.

Complainant

Versus

M/s Sternal Buildcon Private Limited

Regd. Office at: - 12th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi-

110001.

Respondent

CORAM:	151	
Shri Vijay Kumar Goyal	Member	
APPEARANCE:	1 1/5/	
Sh. Satish Tanwar	Advocate for the complainant	
Sh. Neeraj Kumar	Advocate for the respondent	

#### ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.





# A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name of the project	"The Serenas", Sector- 36, Sohna, Gurugram
2.	Nature of project	Affordable group housing
3.	RERA registered/not registered	<b>Registered</b> 02 of 2017 dated 19.06.2017 valid up to 17.05.2021
4.	DTPC License no.	14 of 2016 dated 26.09.2016
	Validity status	25.09.2021
	Name of licensee	Pardeep and Sandeep
	Licensed area	9.78 acre
5	Unit no.	7-601, tower 7 (page 17 of complaint)
6	Unit measuring	Carpet Area- 583.04 sq. ft. Balcony Area- 110.31 sq.ft.
7	Date of execution of Floor buyer's agreement	*Note: Inadvertently mentioned 16.09.2017, in the proceeding dated 26.10.2023.
10	Possession clause	5. Possession 5.1 4 years from the date of approval of building plan or grant of environment clearances, whichever is later.
11	Building plan	25.02.2017 (taken from another file of the same project)





12	Environment clearance	18.05.2017 (taken from another file of the same project)
11	Due date of possession	18.11.2021 (18.05.2021 plus six months grace period due to covid-19 i.e., 18.11.2021)  (Calculated from the date of environment clearance being later)
12	Total sale consideration	Rs. 21,48,944/- (As per page no. 57 of complaint)
13	Total amount paid by the complainant	Rs.23,59,008/- (page 57 of complaint)
14	Occupation certificate dated	25.03.2022 (as per page no. 138-140 of reply)
15	Offer of possession	27.03.2022 (as per page no. 59 of complaint)

# B. Facts of the complaint

The complainant has submitted as under: -

- 3. That the complainant duly believed the statement of the representative of respondent and applied with application no.3624 dated 15.03.2017 and thereafter the draw of lots held on dated 20.07.2017 as per rule of DTCP/DC Gurugram a unit bearing no. 601 was allotted in tower-7 having the carpet area of 583.04 sq. ft. and balcony area 110.31 sq. ft. alongwith two wheeler open parking site and the prop rata share in the common areas on 6th floor in the project "The Serenes" in affordable group housing scheme situated at Sector-36, Sohna, Gurugram with total sale consideration of Rs.21,48,944/- including all other charges against which the complainant paid an amount of Rs.23,59,008/-.
- 4. That the complainant without making any kind of delay always deposited the amount required as per the payment plan opted by the complainant Page 3 of 19



immediately on receipt of letters from the respondent which has also been admitted and acknowledged by the respondent. The stamp duty + registration charges & administrative charges as mentioned in the payment plan is liable to be payable by the complainant and that too at the time of offer of possession.

- 5. That apart from issuing a payment receipts on different dates, the respondent also issued an offer of possession letter dated 27.03.2022 carrying the details of unit allotted and also the details of amount to be deposited by the complainant time to time as per payment plan.
- 6. That as per terms and conditions of the buyer's agreement dated 22.09.2017, in para no.5.1 it is clearly mentioned that possession of the said unit would be handed over to the complainant within a stipulated period of 4 years from the date of approval of building plan or grant of environment clearance. Hence, from the above said clause as mentioned in buyer agreement, the respondent was duly bound to handover the physical possession of the above said unit to the complainant positively upto 22.09.2021 and it was told by the authorized person of respondent that till date they have never delayed the completion of any project they have in their hand.
- 7. That from the above said timely payments made by the complainant in the respondent leaves no iota of doubt that the complainant has been very sincere and honest while complying with the terms and conditions of above said builder buyer agreement.
- 8. That on account of not constructing the above said unit within the stipulated period of 4 years, the complainant kept on requesting the respondent to complete the construction of the said unit as early as possible and handover the peaceful possession of the above said unit. All





the times the respondent kept on misguiding and putting forth the complainant on one reason or the others and could not adhere to the terms and conditions as settled and agreed upon between the respondent and the complainant.

- 9. That, till date the complainant is running from pillar to post to get the physical possession of their unit from the respondent till date but futile as the respondent had failed to complete the said project on the assured time. From the above said acts and misdeeds of the respondent, it is crystal clear that despite of request of the complainant to give them physical possession of the unit, thereby misappropriating the huge hard earned money of the complainant.
- 10. That the respondent being such a type of reputed company firstly trapped the innocent customer like the complainant by showing attractive brochures boosting about the reputation of the respondent and once the customers like the complainant is trapped in their net, they with having no fear of law of land demands the amount without having any norms leaving the customer like the complainant to run from pillar to post without their being any fault on their part.
- 11. That on account of not completing the construction of the above said unit allotted to the complainant within the stipulated period of 4 years, the complainant has suffered a huge monetary loss besides having sleepless night for the past more than 1 year. The complainant had been burdened by the respondent by paying penal rate of interest to the bank, and the complainant has also suffered with great mental harassment and humiliation. The act and conduct of the respondent has also snatched the mental peace of the complainant.





- 12. That, the complainant tried to approach the respondent many times and requested with folded hands to hand over the physical possession of the said unit. But the respondent did not even bothered to respond the buyer.
- 13. That as the respondent failed to discharge to complete and handover the possession of the allotted unit to the complainant within the stipulated time and cheated the complainant to invest their hard earn money on believing upon their false assurances. The respondent in a master minded and scripted way succeeded to their ulterior motive and cause wrongful losses to the complainant and wrongful gains to themselves. Thus the respondent has not only breached the trust of the complainant but also in a planned and thoughtful way cheated the complainant. The complainant due to their said illegal acts, conduct and misdeeds, suffered mental agony, sorrow, trauma and apathy. The respondent involved in the swindling and embezzlement of funds of not only of the complainant but similarly situated innocent people at large. Due to illegal acts and conducts of the respondent, the complainant had suffered to great mental agony, physical harassment, financial loss, humiliation, hence the respondent is liable to pay the delay possession charges on paid amount to the complainant as per section 18 of Act, 2016.
- 14. That the respondent has sent an offer of possession on 27.03.2022 with a final statement of account and tax invoice of maintenance service company, final demand of the respondent is illegal, unlawful which is liable to be cancelled and fresh demand should be issued to the complainant if there is any dues pending on the complainant.

# C. Relief sought by the complainant:

(i) Direct the respondent to delay possession charges along with interest and handover the possession of the unit.





15. 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.

The respondent has contested the complaint on the following grounds:-

- 16. That the complainant was allotted a unit bearing no. 7-601 in tower 7 having carpet area of 583.04 sq.ft. on the 6th floor and balcony area 110.31 sq.ft. together with the two wheeler open parking site and the pro rata share in the common areas through draw of lots held on 20.07.2017 under the Affordable Group Housing Policy, 2013.
- 17. That subsequent to the allotment of the said unit the complainant entered into agreement with the respondent for the delivery of possession of the said unit on the terms and conditions as contained therein.
- 18. That the total cost of the allotted unit including balcony area was Rs.21,48,944/- excluding the other charges such as stamp duty, registration charges, other expenses etc. and the payment was time link payment as stipulated by the policy. The Goods and Service Tax was payable extra as applicable.
- 19. That the total cost of the said unit was escalation free, save and except increase on account of development charges payable to the governmental authority and any other charges which may be levied or imposed by the governmental authority from time to time, which the complainant had agreed to pay on demand by the respondent.





- 20. That the delivery of the possession of the said unit was agreed to be offered within 4 years, from the approval of building plans or grant of environmental clearance, whichever is later. However the delivery of possession was subject to force majeure circumstances, receipt of occupancy certificate and allotee(s) having timely completed with all its obligations.
- 21. That the proposed period of delivery of physical possession was subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allotee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities/documentation as prescribed by the respondent and not being in default of any clause of the agreement.
- 22. That the agreed possession period would have been applicable provided no disturbance/hindrance had been caused either due to force majeure circumstances or on account of intervention by statutory authorities etc.
- 23. That it is respectfully submitted that prior to the completion of the project, various force majeure circumstances affected the regular development of the real estate project. The deadly and contagious Covid-19 pandemic had struck which have resulted in unavoidable delay in delivery of physical possession of the apartment. In fact, Covid 19 pandemic was an admitted force majeure event which was beyond the power and control of the respondent.
- 24. That in a recent judgment RERA Authority of Gautam Budh Nagar has provided benefit of 116 days to the developer on account of various orders of NGT and Hon'ble Supreme Court directing ban on construction activities in Delhi and NCR, 10 days for the period 01.11.2018 to 10.11.2018, 4 days for 26.10.2019 to 30.10.2019, 5 days for the period



04.11.2019 to 08.11.2019 and 102 days for the period 04.11.2019 to 14.02.2020. The Authority was also pleased to consider and provided benefit of 6 months to the developer on account of effect of covid also.

- 25. That aforesaid incidence was unforeseen events and beyond the control of the respondent which adversely affected the respondent's ability to perform its obligations under the agreement. The force majeure as defined in the clause 19 of the agreement.
- 26. That the respondent received the OC on 25.03.2022 from the Town & Country Planning Department Haryana and the respondent issued offer of possession vide letter dated 27.03.2022 requesting the complainant to accept the possession and execute the necessary documents for the execution of the conveyance deed of the given unit.
- 27. That despite the lapse of more than 14 months of offer of possession, the complainant has failed to execute the necessary documents and has also failed to make payment towards administration charges, advance electricity consumption deposit etc. as per possession letter accordingly the complainant is liable to pay a sum of Rs. 93,856/- towards other charges, a sum of Rs. 1,23,775/- towards late payment charges and a sum of Rs. 26,337/- towards maintenance charges.
- 28. All other averments made in the complaint were denied in toto.
- 29. 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 those undisputed documents and submissions made by the parties.
- E. Jurisdiction of the authority





30. 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

31. 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

32. 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.

33. 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 objection raised by the respondent.

#### F.I Objection regarding force majeure conditions:

34. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as 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 all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the authority has gone through the possession clause of the agreement and observed that the respondentdeveloper 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. In the present case, the date of approval of building plan is 25.02.2017 and date of environment clearance is 18.05.2017 as taken from the documents on record. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 18.05.2021. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 18.05.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of





handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to **18.11.2021**.

- G. Findings on the relief sought by the complainants.
- 35. Relief sought by the complainant: The complainant sought following relief(s):
  - i. Direct the respondent to delay possession charges along with interest and handover the possession of the unit.

# **G.I Delay Possession Charges**

- 36. The complainant booked a unit bearing no. 7-601, tower-7 admeasuring carpet area 583.04 sq.ft and balcony area 110.31 sq.ft. The complainant paid till date Rs. 23,59,008/- against the sale consideration of Rs. 21,48,944/-. A buyer agreement w.r.t the allotted unit was executed between the parties on 22.09.2017. As per clause 5.1 of the buyers' agreement, the due date for the completion of the project and offer of possession of the allotted unit was fixed as 18.05.2021 which is calculated from the date of environment clearances being later.
- 37. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

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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."



38. Further, clause 5.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"5.1 within 60 days from the date of issuance of occupancy certificate, the Developer shall offer the possession of the said flat to the Allottee(s). Subject to force majeure circumstances, receipt of occupancy certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by developer in terms of the agreement and notbeing in default under any part hereof including but not limited to the timely payment of instalments as per the payment plan, stamp duty and registration charges, the developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance."

- 39. The Authority has gone through the possession clause of the agreement. 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 the complainant not being in default under any provision of this agreement and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so heavily loaded in favour 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 allottee and the commitment date for handing over possession loses its meaning.
- 40. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builder/promoter and buyer/allottee are protected candidly. The buyer's agreement lays down the terms that govern the sale of different kinds of properties like residential, commercials etc. between the builder and the buyer. It is in





the interest of both the parties to have a well-drafted buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the unit, plot or building, as the case may be and the right of the buyer/allottee in case of delay in possession of the unit.

- 41. **Admissibility of grace period:** As per clause 5.1 of buyer's agreement, the respondent promoter has proposed to handover the possession was to be handed over 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 with a grace period of 6 months (COVID-19). Accordingly, the authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic allows the grace period of 6 months to the promoter at this stage.
- 42. Admissibility of delay possession charges at prescribed rate of interest: The complainant is 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 promoters, 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]



<sup>(1)</sup> 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., <a href="https://sbi.co.in">https://sbi.co.in</a>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 26.10.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.
- 45. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"



- 46. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.75% by the respondent/ promoters which is the same as is being granted to them in case of delayed possession charges.
- 47. 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 5.1 of the buyer's agreement executed between the parties on 22.09.2017, the possession of the subject unit was to be delivered within 4 years from the date of approval of building plan or grant of environment clearance, whichever is later. The due date of possession is calculated from the date of environment clearance i.e., 18.05.2017. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 18.05.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to be 18.11.2021. Further, a relief of 6 months will be given to the allottee that no interest shall be charged from the complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
- 48. The respondent has obtained the occupation certificate on 25.03.2022. Copies of the same have been placed on record. The authority is of the



considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 22.09.2017 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 22.09.2017 to hand over the possession within the stipulated period.

49. 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 was granted by the competent authority on 25.03.2022. The respondent offered the possession of the unit in question to the complainant only on 27.03.2022. So, it can be said that the complainant came 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. 18.11.2021 till the date of offer of possession (27.03.2022) plus two months i.e., 27.05.2022. The complainant is further directed to take possession of the allotted unit after clearing all the dues within a period of 2 months and failing which legal consequences as per the provisions of the Act will follow.

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50. 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 complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.75% p.a. w.e.f. 18.11.2021 till the offer of possession i.e., 27.03.2022 plus 2 months i.e., 27.05.2022 as per section of section 18(1) of the Act read with rule 15 of the Rules.

## H. 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):
  - i. The respondents are directed to pay interest on the paid-up amount at the prescribed rate of 10.75% p.a. for every month of delay from the due date of possession i.e., 18.11.2021 till the date of offer of possession (27.03.2022) plus two months i.e., 27.05.2022 to the complainant.
  - ii. The respondent is directed to issue a revised account statement after adjustment of delay possession charges as per above within 30 days and thereafter the complainant is directed to pay outstanding dues, if any, within next 30 days and the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of buyer's agreement within next 30 days and if no dues remain outstanding, the possession shall be handed over within four weeks from date of this order.
  - iii. The complainant is also directed to take possession of the allotted unit and pay outstanding dues, if any, after adjustment of interest for the delayed period.





- iv. The arrears of such interest accrued from due date of possession till its admissibility as per direction (i) above shall be paid by the promoters to the allottee within a period of 90 days from date of this order as per rule 16(2) of the rules.
- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.75% 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. The 6 months grace period due to Covid-19 shall also apply to the allottee in case of any default in making payment.
- vi. The respondent shall not charge anything from the complainant which is not the part of the flat buyer's agreement.
- 52. The complaints stand disposed of.

53. File be consigned to Registry.

(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 26.10.2023