

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

Complaint no.	:	1135 of 2022
First date of hearing:		13.04.2022
Date of decision	:	15.03.2024

1. Alok Gupta 2. Anita Gupta Address : - R/o: 66, Tagore Park, Model Town, Part-I, Dr. Mukherjee Nagar, North West, Delhi-110009	<b>Complainants</b>
Versus	
M/s Advance India Projects Limited Office at: - AIPL Business Club, 5 <sup>th</sup> Floor, Golf Course Extension Road, Medawas, Sector-62, Gurugram- 122002	<b>Respondent</b>
<b>CORAM:</b>	
Shri Sanjeev Kumar Arora	<b>Member</b>
<b>APPEARANCE:</b>	
Sh. Rahul Yadav	Advocate for the complainants
Sh. Harshit Batra	Advocate for the respondent

**ORDER**

1. The present complaint dated 24.03.2022 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act

or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S.No.	Heads	Information
1.	Project name and location	"AIPL Joy Central" Sector-65, Gurugram.
2.	Project area	3.987 acres
3.	Nature of the project	Commercial Colony
4.	DTCP license no. and validity status	249 of 2007 dated 2.11.2007 valid till 01.11.2024
5.	Name of licensee	Wellworth Projects Developers Private Limited
6.	RERA registered/not registered	Not Registered
7.	Old Unit no.	GF-26 [Page 66 of reply]
8.	Old Unit measuring	521 sq. ft. [Page 66 of reply]
9.	New Unit no.	GF-41 [Page 69 of reply]
10.	New Unit measuring	520.60 sq. ft. (page no. 69 of reply)
11.	Renumbering of unit	20.05.2020 (page 69 of reply)
12.	Date of allotment letter	06.04.2017 [Page no. 66 of reply]
13.	Date of buyer agreement	Annexed but Not executed
14.	Possession clause	Clause 40 of application form



		Subject to the aforesaid and subject to the applicant not being in default under any part of this agreement including but not limited to the timely payment of the total price and also subject to the applicant having complied with all formalities or documentation as prescribed by the company, the company endeavours to hand over the possession of the unit to the applicant <b>within a period of 48 (forty eights) months, with a further grace period of 6 (six) months, from date of commencement of the excavation work</b> at the project site and this date shall be duly communicated by the company to the applicant.
15.	Date of start of excavation	26.06.2017 (as alleged by respondent on page 9 of reply)
16.	Due date of possession	26.12.2021 (calculated from the date of commencement of construction including grace period of 6 months)
17.	Total consideration	Rs. 1,28,94,100/- [As per statement of account dated 15.07.2022 on page no. 146 of reply]
18.	Total amount paid by the complainant	Rs. 1,25,94,100/- [As per statement of account dated 15.07.2022 on page no. 146 of reply]
19.	Assured return paid by the respondent	Rs. 13,61,316/- (AR paid till April 2021) (as per SOA on page no. 134 of reply)

20.	Occupation certificate	24.12.2021 [page 72 of reply]
21.	Offer of constructive possession	21.01.2022 (page no. 75 of reply)

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint: -
4. That the complainant while relying on various representations and assurances by the respondent booked a unit on 03.02.2017 by paying a booking amount of Rs. 5,00,000/- in the project being developed by the respondent namely "Aipl Joy Central" at sector-65, Gurugram.
5. That the respondent against the said booking, vide allotment letter dated 06.04.2017 allotted the complainant a residential unit bearing no. 0026 having an area of 521 sq. ft. in its project. The total sale consideration of unit was finalised at Rs. 1,09,20,937/- . As per the allotment letter and clause no. 32 of the unit buyer's agreement the complainants were entitled to get assured return and in compliance of the same the respondent issued certain cheques to the complainants towards the payment of assured return for several months.
6. That the respondent sent an unsigned copy of unit buyer agreement for the subject unit for a total sale consideration of Rs. 1,09,20,937/- having made a payment of Rs. 1,25,26,985/-, that the complainants were caught in the web of false/fake promises and lies of the respondent and was further forced to sign on the dotted lines of pre-printed unit buyers agreement, since the complainant has already made payments much more than the total sale consideration to the respondent.



7. That the respondent had already taken more than 10% of the total sale consideration before the execution of the unit buyer's agreement in violation of Section 13(1) of the RERA Act.
8. That as per clause 40 of the application form the possession of the unit was to be delivered within a period of 48 months with a further grace period of 6 months from the date of commencement of excavation work at the project site and this date shall be duly communicated by the respondent to the allottees. The respondents have failed to disclose the date of excavation till date to the complainants.
9. That the respondent illegally changed/re-numbered the subject unit, i.e. from unit no. 26 to GF-41 vide letter dated 20.05.2020 without there being any prior communication/clarification as to whether there was any change in the layout plan or area of the unit.
10. That the respondent vide letter dated 06.07.2020 illegally changed the assured return policy and further stopped the payment of the assured return which the respondent was duty bound to pay in terms to the agreement.
11. That the respondent vide letter dated 21.01.2020 issued notice of offer of constructive possession of unit no. GF-41 admeasuring 520.59 sq. ft. and sought payment of pending dues, further called upon the complainant to execute a bond cum undertaking and to take handover of the constructive possession of the unit i.e. GF-41 after February 2022. That the respondent raised several demands such as demand towards sinking funds, labour cess, common area maintenance charges, infrastructure augmentation charges, electric switch in station and deposit charges and sewage/storm water/ water connection charge,

- electric switch-in-station and deposit charges, electric meter charges, registration charges, which were not payable by the complainant.
12. That the complainant being aggrieved by the offer of constructive possession got issued a legal notice to the respondent seeking clarification on various grounds but to no effect.
  13. That the complainant has been offered constructive possession of the unit measuring 520.59 sq. ft. The complainant at the time of booking has been specifically promised and sought physical possession of the subject unit which was agreed between the parties. However, the respondent vide offer of possession dated 21.01 2022 have merely offered constructive possession of the unit i.e. GP-41 and have categorically stated that the complainant would never be offered physical possession of the subject unit.
  14. That the project of the respondent is RERA registered and the promoter is duty bound to execute the unit buyers agreement as per the Act 2016 and same buyers agreement has been executed with all the allottees by the respondent/promoter as such the builder is bound by the terms and conditions of the buyers agreement and the builder cannot rely upon the application form and as per the buyers agreement supplied by the respondent to the complainant and are bound to handover the physical possession of the subject unit so booked and not constructive possession and as such the offer of constructive possession dated 21.01.2022 is illegal, arbitrary and the same is liable to be set aside.
  15. That the complainant has sought prayer to set aside the offer of possession on grounds of it being unjust and illegal and to issue a fresh offer of possession as per the terms and conditions of the buyers



agreement and further to pay the assured return till offer of possession which the respondent have stopped paying from 20-04-2021.

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

16. The complainant has sought following relief(s)

- I. Direct the respondent not to cancel the allotment of the unit.
- II. Direct the respondent to set aside the offer of possession on grounds of it being unjust and illegal, and direct the respondent to issue fresh offer of possession.
- III. Direct the respondent to pay the interest so accrued on the entire amount paid by the complainants at the prescribed rate for every month of delay from the due date of possession till the offer of possession.
- IV. Direct the respondent to pay the balance amount due to the complainants from the respondent on account of assured return, interest as well as compensation as per the guidelines of Rera Act, 2016.

17. On the date of hearing, the authority explained to the respondent /promoter on 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**

18. The respondent contested the complaint on the following grounds. The submission made therein, in brief is as under: -

19. That the instant complaint is untenable both in facts and in law and is liable to be rejected on this ground alone. Moreover, the complaint is filed without any cause of action and hence is liable to be dismissed. It is submitted that the present complaint is not maintainable and depicts the

- complainants' attempt to extort monies from the respondent and hence liable to be dismissed.
20. That the complainants are estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint.
  21. The present complaint deals with the alleged violations in respect to the real estate project namely "AIPL Joy Central" located at Sector 65, Gurugram, Haryana which is registered with the Hon. Authority vide registration no. 183 of 2017 dated 14.09.2017.
  22. That after having perused the entire application form and the unit buyer's agreement, the booking was made by the complainants by executing the application form and the complainants paid the booking amount of Rs.4,95,000/- on 03.02.2017.
  23. That the booking was categorically made, willingly and voluntarily by the complainants with an understanding of the same being for leasing purposes and not self-use, as can be noted in clause 43 of the schedule I of the application form.
  24. That the application form in itself is purely for leasing of the unit and not for personal use. The booking of the unit was made via the application form and hence, any and all payments had been made only after the explicit consent and assent of the complainants with respect to the booking of the unit on a leasing arrangement and not for personal use.
  25. That after the execution of the application form, a provisional retail shop unit bearing no. 0026, having super area 521 sq. ft. located on ground floor was allotted vide an allotment letter dated 06.04.2017.
  26. That the project underwent a change/modification and upon the same being done, objections/suggestions for approval of building plans were



- invited from the complainants on 21.11.2019, however, none were given.
27. That thereafter, the complainants were informed about the re-numbering of the unit to GF-41 on the ground floor admeasuring 520.60 sq. ft. super area and 240.42 sq. ft. carpet area (the "Unit"). The unit has only been renumbered and not changed.
28. That thereafter, the complainants were bound to execute the agreement, as was already read and understood at the time of execution of the application form, as noted on page 6 of the application form, also reiterated above. It needs to be categorically noted that as per page 7 of the application form, it was the obligation of the complainants to execute the agreement.
29. That accordingly, the respondent acting in utmost bonafide, rightly and timely delivered the copies of the unit buyer's agreement along with instructions to execute the same vide letter dated 19.07.2017. However, the complainants acting in complete and utmost malafide have not executed the agreement till date. The respondent sent a reminder for execution of the agreement on 18.08.2017, however, the same has not been done till date.
30. That is evident from clause 40 of schedule I of the application form, the due date of delivery of possession is 48 months with a further grace period of 6 months from date of commencement of the excavation work at the project site and same is subject to force majeure conditions. The excavation of the project commenced on 26.06.2017. Accordingly, the due date of possession turns out to be 26.12.2021.
31. That the respondent had rightly applied for an occupancy certificate after the completion of construction and procuring the pre-requisite

- approvals and had rightly received the occupancy certificate on 24.12.2021, i.e., before the expiry of the due date.
32. That thereafter, the complainants rightly offered the constructive possession of the unit on 21.01.2022, in terms with the application form, however, the same has not been taken till date.
33. That the arrangement between the parties was to transfer the constructive possession of the unit and the same was categorically agreed between the parties in the application form and the no protest in this regard had ever been raised by the complainants and the same was willingly and voluntarily accepted by the complainants.
34. That the complainant has filed the present complaint before the Hon'ble Authority which is not maintainable. The complainant is praying for the relief of "Assured Returns" which is beyond the jurisdiction of this Hon'ble Authority.
35. That the respondent cannot pay the "Assured Returns" to the complainant by any stretch of imagination in the view of prevailing laws. That on 21.02.2019 the Central Government passed an ordinance "Banning of Unregulated Deposits, 2019", to stop the menace of unregulated deposits, the "Assured Returns Scheme" given to the complainant fell under the scope of this ordinance and the payment of such returns became wholly illegal. That later, an act by the name "The Banning of Unregulated Deposits Schemes Act, 2019" (hereinafter referred to as "the BUDS Act") notified on 31.07.2019 and came into force. That under the said Act all the unregulated deposit schemes such as "Assured Returns" have been banned and made punishable with strict penal provisions. That being a law-abiding company, by no stretch of



imagination the Respondent can continue to make the payments of the said assured returns in violation of the BUDS Act.

36. That without prejudice to the above mentioned assured returns have been paid from time to time and the complainants have enjoyed the assured returns without having executed the agreement without any demur.
37. That giving both assured returns and delayed payment charges cannot be justified and amounts to an additional and unequivocal burden on the respondent. The assured return have been paid to the complainants despite nay contractual obligation to do the same.
38. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

39. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection 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.1 Territorial jurisdiction**

40. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by The Town and Country Planning Department, Haryana 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**

41. 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 complainant.**

**I. Direct the respondent not to cancel the allotment of the unit.**

42. The complainants have already paid a subsequent amount of allotted unit to the respondent. Moreover, there is nothing on record that any cancellation process has been initiated by the respondent. Hence, no direction to this effect.

**II. Direct the respondent to set aside the offer of possession on grounds of it being unjust and illegal, and direct the respondent to issue fresh offer of possession.**

43. The complainant has pleaded that the offer of possession dated 21.01.2022 is illegal and unjust. The authority observes that clause 42 of the application form is relevant and reproduced hereunder for ready reference:

*42. The Applicant has clearly understood that the Unit is not for the purpose of self-occupation and use by the Applicant and is for the purpose of leasing to third parties along with combined units as larger area. The Applicant has given unfettered rights to the Company to lease out the Unit along with other combined units as a larger area on terms and conditions that the Company would deem fit. The Applicant shall at no point of time object to any such decision of leasing by the Company.*



44. As per clause 42 of application form the unit is not for self occupation and for purpose of leasing as a joint plate along with units allotted to others, therefore the said constructive offer of possession is valid. Moreover, the valid offer of possession must have following components:

- i. Possession must be offered after obtaining occupation certificate;
- ii. The subject unit should be in a habitable condition;
- iii. The **possession** should not be accompanied by unreasonable additional demands.

45. In the present case, the said offer of possession is made after obtaining occupation certificate from competent authority, and hence is regarded as a valid offer of possession.

- III. **Direct the respondent to pay the interest so accrued on the entire amount paid by the complainants at the prescribed rate for every month of delay from the due date of possession till the offer of possession.**
- IV. **Direct the respondent to pay the balance amount due to the complainants from the respondent on account of assured return, interest as well as compensation as per the guidelines of Rera Act, 2016.**

46. All the above-mentioned reliefs are interrelated accordingly, the same are being taken up together for adjudication.

47. The complainants are seeking relief of delay possession charges as well as assured return in the above mentioned heads. The complainants made an application in the project of the respondent namely, Aipl Joy Central situated at sector-65, Gurugram. The allotment was made in favour of the complainants vide allotment letter dated 06.04.2017. The plea of the

complainants is that as per clause 40 of the application form the respondent has to handover the possession within a period of 48 months along with grace period of 6 months from the date of commencement of construction. However, the respondent failed to hand over the same within stipulated time period therefore, delay possession charges should be allowed. Another plea of the complainants is that as per clause 32 of the builder buyer agreement the respondent should pay the amount of assured return.

48. The plea of the respondent is otherwise and w.r.t delay possession charges they stated that the due date for handing over of possession is to be calculated from the date of commencement of construction i.e., 26.06.2017 along with further grace period of 6 months which comes out as 26.12.2021. However, the respondent has obtained the occupation certificate on 24.12.2021, i.e., before the expiry of the due date. Further as far as assured return is concerned complainants did not executed the buyer's agreement even after letter dated 19.07.2017. Moreover, there is no such clause in the application form w.r.t assured return. Even in spite of this the respondent has paid an assured return till April 2021.

#### **Delay Possession Charges**

49. The complainants intends to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

***"Section 18: - Return of amount and compensation***

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

*.....*  
*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for*



*every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

50. Clause 40 of the application form provides the time period of handing over possession and the same is reproduced below:

Clause 40 of application form

Subject to the aforesaid and subject to the applicant not being in default under any part of this agreement including but not limited to the timely payment of the total price and also subject to the applicant having complied with all formalities or documentation as prescribed by the company, the company endeavours to hand over the possession of the unit to the applicant within a period of 48 (forty eights) months, with a further grace period of 6 (six) months, from date of commencement of the excavation work at the project site and this date shall be duly communicated by the company to the applicant."

51. At the inception, it is relevant to comment on the pre-set possession clause of the buyer's agreement wherein the possession has been subjected to numerous terms and conditions and force majeure circumstances. The drafting of this clause is not only vague but so heavily loaded in favour of the promoters that even a single default by the allottee in fulfilling obligations, 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.

52. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the unit within a period of 48 months with a grace

period of 6 months from the date of commencement of construction of excavation work at the project site. The date of commencement of construction of excavation work is 26.06.2017 and the due date of possession comes out to be 26.06.2021. Further the respondent is entitled for a grace period of 6 months as it is unqualified.

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

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

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

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

54. 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.
55. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 15.03.2024



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

56. The definition of term 'interest' as defined under section 2(za) 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 allottee, as the case may be.*

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

*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 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;"*

57. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondents/promoters which the same is as is being granted to the complainant in case of delayed possession charges.
58. 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. The builder buyer agreement in the present matter was not executed so as per possession clause 40 of application form, the possession of the subject unit was to be handed over within a period of 48 months along with grace period of 6 months from the date of commencement of construction. The date of commencement of construction is 26.06.2017 therefore the due date

of possession comes out to be 26.12.2021 along with further grace period of 6 months. The authority observes that the respondent company has complete the construction of the project and has obtained the occupation certificate on 24.12.2021 i.e., prior to the due date of handing over of possession but subsequently offered the possession of the allotted unit on 21.01.2022.

59. 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 24.12.2021. The respondent has offered the possession of the subject unit(s) to the respective complainant after obtaining occupation certificate from competent authority. 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., 26.12.2021 till the expiry of 2 months from the date of offer of possession (21.01.2022) plus two months (i.e., 21.03.2022).
60. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's 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 i.e., 26.12.2021 till offer of possession plus two months (i.e., 21.03.2022), at the 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.


#### **Assured return**

61. Further as far as assured return is concerned the authority observes that there is no clause w.r.t assured return in the application form or allotment letter. However there is a clause of assured return in the builder buyer agreement but the BBA was not executed between the parties despite letter dated 19.07.2017 and reminder letter dated 18.08.2017 by the respondent to the complainants for executing the same but the complainants have failed to do so. Hence, the relationship between the parties is to be dealt as per the terms and condition of the application form or allotment letter. Although the respondent has paid an amount of Rs. 13,61,316/- as an assured return to the complainant but in absence of any written agreement between the parties the authority cannot deliberate upon the said issue. Therefore, the assured return cannot be allowed in the said case.

#### **G. Directions of the Authority**

62. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent is directed to pay interest at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 26.12.2021 till offer of possession plus two months i.e., 21.03.2022 to the complainant(s) as per section 19(10) of the Act.

- ii. The arrears of such interest accrued from due date of possession shall be paid by the promoter to the allottees within a period of 90 days from date of this order as per rule 16(2) of the rules.
  - iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period against their unit to be paid by the respondent.
  - iv. The rate of interest chargeable from the allottees by the promoters, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoters which is the same rate of interest which the promoters would be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
  - v. The respondent is also directed not to charge anything which is not part of buyer's agreement.
- V. Complaint stands disposed of.
- VI. File be consigned to registry.



(Sanjeev Kumar Arora)  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 15.03.2024