

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

Complaint no.:	399 of 2022
Date of decision:	07.02.2024

1. Smt. Kiran Mala Garg

**Address:-** Flat No. J-0001, Corona Optus Apartments,  
Near Alpine Convent School, Sector 37C, Gurugram

2. Sanjeev Singla

**Address:-** H. No. 273, First Floor, Sector 10,  
Gurugram, Haryana

**Complainants**

Versus

Ansal Housing & Construction Ltd.

**Office address:** 606, 6<sup>th</sup> floor, Indraprakash, 21,  
Barkhamba Road, New Delhi- 110001

**Respondent**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Shri Pushpender Kumar

Advocate for the Complainants

None

Advocate for the Respondent

**ORDER**

1. The present complaint dated 21.02.2022 has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all

obligations, responsibilities and functions as provided under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Heights", Sector 86, Gurugram
2.	Project area	12.843 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no. and validity status	48 of 2011 dated 29.05.2011 valid upto 28.05.2017
5.	Name of licensee	Resolve Estate Pvt. Ltd.
6.	RERA Registration no.	Not registered
7.	Date of execution of BBA	05.04.2013
8.	Unit no.	Villa- 10
9.	Super area	4300 sq. ft.
10.	Possession clause	<b>31.</b> <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</i>

		<p><i>sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by Buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of the Unit."</i></p> <p style="text-align: right;">(Emphasis supplied) [Page 62 of complaint]</p>
11.	Date of start of construction	Cannot be ascertained
12.	Due date of possession	05.04.2017 (Note: 48 months from date of agreement i.e., 05.04.2013 as date of start of construction is not on record + 6 months grace period allowed being unqualified)
13.	Sale consideration	₹ 1,80,08,284/-
14.	Total amount paid by the complainant	₹1,76,59,228/- (As stated by the complainant)
15.	Occupation certificate on	Not received
16.	Offer of possession	Not offered

### B. Facts of the complaint

3. The complainants have pleaded the complaint on the following facts:
  - i. That the impressive projections of the respondent's, on 28.02.2012 complainant had booked a unit of Villa bearing No. V-10, Ansal Height Sec-86, Gurgaon in housing scheme of the respondent for a sum of Rs.1,61,25,000/- and built-up area of this villa was 4300 Sq. Ft. Thereafter

the complainants have applied for transferring the rights pertaining to Villa No. V-10 and paid a sum of Rs.49,79,065/- on different dates and the respondent has also transferred all rights pertaining to the Villa No. V-10 to the complainants vide its letter dated 17.01.2013.

- ii. That as per respondent demand, complainants had paid amount of Rs. 49,79,065/- to the respondent and the same has been duly acknowledged by the respondent vide Receipt No. 495623 Dated 28.02.2012, 508071 dated 06.06.2012, 512315 dated 11.07.2012 & 525334 dated 30.11.2011 and the same duly acknowledged by the respondent vide its letter dated 17.01.2013.
- iii. That on dated 05.04.2013 the respondent has executed an Villa Buyer's Agreement with the complainants pertaining to aforesaid villa and terms and conditions mentioned in this agreement was agreed by the complainants and as per clause No. 31 of this agreement, the respondent has to deliver the possession of the villa within 42 months from the date of execution of agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later. Vide letter dated 15.11.2013 the respondent informed the complainants that it has changed the villa number of the complainants from V-10 to V-07 and also its built-up area has also changed from 4300 sq. ft. to 4410 sq. ft. as per sanctioned plan and as per this letter an amount of Rs.18,27,582.56/- is due

against the complainants. The complainants have made all the payments to the respondent developer from time to time as demanded by the respondent developer and the respondent also issued receipts against the payment made by the complainants.

- iv. Till now, the complainants have deposited a total 90% of villa price out of the agreed total price of the villa to the respondent developer and only 10% amount stands as unpaid by the complainants. The copy of Villa Buyer Agreement dated 05.04.2013 and copy of the mail sent by respondent developer acknowledging the payment of 90% of Villa price by the complainants to the respondent developer. That on 15.11.2013, the respondent had issued a letter and transferred the allotted unit no. V-10 to Unit No. V-7 and demanding an amount of Rs. 18,27,852.65 from the complainants and they said had paid by the complainants.
- v. That on 30.03.2016, the respondent had issued Original Allotment Letter against the Unit No. V-7 in Ansal Heights, Sector 86, Gurugram in favour of complainants vide its letter Ref. No. AHCL/AH/ALTMNT dated 30.03.2016. That complainant received a letter/mail from the respondent developer demanding outstanding amount in respect of his flat. It is pertinent to mention here that according to the statement of accounts 90% of Villa price is already paid by the complainant till now and only 10% is remaining. This amount is demanded by the respondent developer without

- completing the project which is totally illegal and arbitrary.
- vi. That the respondent did not deliver possession of the said Villa till now to the complainant which ought to have been delivered up till February 2016. Thereafter, the complainants approached the respondent many times to deliver the possession of the villa to them, but the respondent always postponed the matter on one pretext or the other and also stopped the construction work of the Villa.
- vii. That now more than a period of 5½ years have expired and when the complainants requested the respondent developer to complete the work and to deliver possession of the villa to them but all in vain as villa in issue is not yet delivered. The copy of representation through mail sent to the respondent developer to complete the construction of Villa- in issue and deliver the possession of Villa in issue to the complainants. That till today, the respondent has not completed the construction work of the villa nor delivered the possession of the villa to the complainant, hence the respondent is liable to pay a sum of Rs.5/- per sq. ft. per month to the complainants as per clause No. 37 of the agreement dated 05.04.2013, a sum of Rs.40,000/- per month as rent w.e.f. 28.02.2016 till delivery of possession of villa, interest @24% per annum w.e.f 28.02.2016 till delivery of possession of Villa and also compensate the complainants for mental pain and agony.

- viii. That on 14/04/2016 complainants had taken housing loan of Rs. 12,98,131/- from the H.D.F.C bank for the payment of Installments of the price of Villa in issue and had paid the Interest of Rs. 3,55,619/- as an interest on the abovesaid loan till March 2020. The respondent is liable to refund said interest of Rs. 3,55,619/- alongwith interest @ 24% per annum from March 2020 to date of final payment, if the respondent developer fails to deliver the possession of villa to the complainants.
- ix. That it is pertinent to mention here that respondent had taken a sum of Rs.48,79,065/- from the complainant before obtaining any commencement certificate from any authority of law and also the respondent developer has not yet registered its housing project- in issue with the Real Estate Regulatory Authority and the housing project -in issue stands as an unregistered project. Therefore, respondent developer should be penalized for his abovementioned acts as per the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 in interest of Public Policy.
- x. That the respondent had taken 90% of total amount from complainant on the basis of impressive projections and false promises, which they had drained out from their hard-earned savings. Thus, the respondent has committed the offence of "Cheating". That when the respondent have not taken any positive step to hand over the possession of the aforesaid unit to the complainant



within the stipulated time period despite of the several reminders/requests, then complainant had also sent the Legal Notice Dated 26.08.2020 through his counsel i.e. Sh. Pushpender Saini, Advocate to the respondent for the compliance of their part of handing over the constructed unit and in failing so, for the refund of their aforesaid amount of Rs. 1,70,19,845/- along with the interest @ 24% per annum w.e.f. 01.11.2016 but miserably the respondent has not paid any heed towards the same.

- xi. That thereafter, then complainant had again sent the Legal Notice Dated 26.10.2021 through his counsel i.e., Sh. Deepak Batra, Advocate to the respondent for the compliance of their part of handing over the constructed unit and in failing so, for the refund of their aforesaid amount of Rs. 1,70,19,845/- along with the interest @ 24% per annum w.e.f. 01.11.2016 but miserably the respondent has not paid any heed towards the same.
- xii. That as the aforesaid project was based on "Pre-Launch System" so the complainant had paid an amount of Rs. 1,76,59,228.68/- of the above said unit to the respondent as per the usual course of transaction but the respondent above with dishonest and malafide intention have not handed over the possession of the unit to the complainant despite of so many request on be part of complainant and from the above contents its abundantly clear that the intensions of the respondent are dishonest vary from the beginning and all of them play fraud with the complainant



in the above said manner to take undue and illegal advantage as well as monetary benefits.

- xiii. That till date the complainants paid an amount of 1,76,59,228.68/- to the respondent, but, the respondent, inspite of having received the said huge amount towards the cost and construction of the said Villa, from Complainants, within time, have not so far constructed the Villa in the said Project, and being so, it is a clear cut case of negligence and deficiency in services on the part of respondent. That in view of the aforesaid facts and circumstances; complainants seek the possession of their booked Villa in the ready building/tower of the respondent after depositing the entire remaining costs of that unit.

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

4. The complainants have sought following relief(s).
- Direct the respondent to handover the possession of the booked Villa to the complainants in their ready project.
  - The respondent also direct to compensate the complainants as per section 18 and other relevant provisions of HRERA as mentioned above and alongwith litigation charges.
5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

6. The respondent contested the complaint on the following grounds: -

- i. That the present complaint is not maintainable qua the answering Respondent as the complaint is totally false, frivolous and devoid of any merits against the answering Respondent. The complaint under reply is based on pure conjecture. Thus, the present complaint is liable to be dismissed on this ground alone.
- ii. That the complainants had approached the answering Respondent for booking a VILLA bearing no. V-7 in an upcoming project Ansals Heights, Sector 86, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 23.11.2012 was signed between the parties.
- iii. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the builder buyer agreement signed between the complainant and the answering Respondent was in the year 2013. It is submitted that the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. It is further submitted that Parliament would not make the operation of a statute retrospective in effect.
- iv. That the complaint specifically admits to not paying the penal interest and the full payment as agreed upon under the builder buyer agreement. It is submitted that the complainant cannot be allowed to take advantage of his own wrong.
- v. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The complainant has admittedly filed the complaint in the year 2022 and the cause

of action accrue on march 2017 as per the complaint itself. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.

- vi. That the Complainant has not approached the Authority with clean hands. It is submitted that there is a conscious suppression of material facts. That even if the complaint is admitted to be true and correct, the agreement which was signed in the year 2013 without coercion or any duress cannot be called in question today. It is submitted that the builder buyer agreement provides for a penalty in the event of a delay in giving possession. It is submitted that clause 37 of the said agreement provides for Rs. 5/ sq foot per month on super area for any delay in offering possession of the unit as mentioned in Clause 31 of the agreement. Therefore, the complainant will be entitled to invoke the said clause and is barred from approaching the Hon'ble Commission in order to alter the penalty clause by virtue of this complaint more than 6 years after it was agreed upon by both parties.
- vii. That the complaint itself discloses that the said project does not have a RERA approval and is not registered. It is submitted that if the said averment in the complaint is taken to be true, the Authority does not have the jurisdiction to decide the complaint. That the Respondent had in due course of time obtained all necessary approvals from the concerned authorities. It is submitted the permit for grant of permissions for disposal of mineral extracted incidental to development activities was obtained on 14.04.2014. Similarly, the approval for obtaining firefighting scheme was obtained by the Respondents on ✓



- 24.11.2015. Thus, the Respondents have in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the Complainant.
- viii. That the answering Respondent has adequately explained the delay and the same has been acknowledged by the complainant. It is submitted that the delay has been occasioned on account of things beyond the control of the answering Respondent. It is further submitted that the builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The Respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the Answering Respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi in addition to the covid 19 pandemic as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.
- ix. That the answering respondent and the complainant admittedly have entered into a builder buyer agreement which provides for the event of delayed possession. It is submitted the clause 32 of the builder buyer agreement is clear that there is no compensation to be sought by the complainant/prospective owner in the event of delay in possession.

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

**E. Jurisdiction of the authority**

8. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I. Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II. Subject matter jurisdiction**

10. 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)**

**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.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Objection raised by the respondent**

**F.I Objection regarding the project being delayed because of force majeure circumstances.**

12. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainants is situated, has been delayed due to force majeure circumstances such as orders/restrictions of the NGT prohibiting construction in and around Delhi and the COVID-19 pandemic. However, all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 05.04.2017. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter respondent cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

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

**G.I.** Direct the respondent to handover the possession of the booked Villa to the complainants in their ready project along with interest.

13. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges along with 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, —

.....  
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."

14. Clause 31 of the agreement to sell 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 31. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of the Unit."**

15. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds



of terms and conditions of this agreement and application, and the complainants not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoters may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer agreement by the promoters are 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.

16. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment within a period of 42 months plus 6 months from date of agreement or the date of obtaining all the required sanctions and approval necessary for commencement of construction whichever is later. The authority calculated due date of possession according to clause 31 of the agreement dated 05.04.2017 i.e., within 42 months from date of execution as there is no document on record regarding approval necessary for commencement of construction. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 months in the





possession clause subject to force majeure circumstances. Accordingly, this grace period of 6 months shall be allowed to the promoter at this stage.

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

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

*(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the “interest at the rate prescribed” shall be the State Bank of India highest marginal cost of lending rate +2%.: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.”*

18. 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.
19. 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., **07.02.2024** is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
20. 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;"*

21. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
22. 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 11(a) of the agreement executed between the parties on 05.04.2013, the possession of the subject apartment was to be delivered within 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. Due date of possession is calculated from the date of execution of agreement i.e., 05.04.2013 as date of start of construction is not on record. The period of 42 months expired on 05.04.2017. 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 05.04.2017. The respondent has not yet offered the possession of the subject apartment. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 05.04.2017 till actual handing over of possession or offer of possession plus two months after obtaining occupation certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

**F.II Direct the respondent to pay compensation and litigation cost.**

23. The complainants are claiming compensation under the present relief. The Authority is of the view that it is important to understand that the Act has clearly provided interest and compensation as separate entitlement/rights which the allottee(s) can claim. For claiming compensation under sections 12,14,18 and Section 19 of the Act, the complainants may file a separate complaint before the adjudicating officer under Section 31 read with Section 71 of the Act and rule 29 of the rules.

**G. Directions of the authority**

24. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of



obligations casted upon the promoters as per the functions entrusted to the authority under section 34(f):

- i. The respondent is directed to pay the interest at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 05.04.2017 till actual handing over of possession or offer of possession plus two months after obtaining occupation certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from 05.04.2017 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottees/complainants 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.
- v. 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



**HARERA**  
**GURUGRAM**

Complaint No. 399 of 2022

after being part of agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.

25. Complaint stands disposed of.
26. File be consigned to registry.

**Ashok Sangwan**  
**(Member)**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 07.02.2024



**HARERA**  
**GURUGRAM**