

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

Complaint no.:	234 of 2023
Date of complaint:	20.01.2023
Date of decision:	04.09.2024

Ram Niwas Rathee,  
**R/o:** - D-4/25, Near Shopping Mall,  
DLF City, Phase-1, Gurugram-122001.

**Complainant**

Versus

1. Parsvnath Developers Limited.  
2. Parsvnath Hessa Developers Pvt. Ltd.  
**Both Having Regd. Office at:** Parsvnath Tower,  
Near Shashtra Metro Station, Delhi-110032.

**Respondent**

**CORAM:**

Ashok Sangwan

**Member**

**APPEARANCE:**

Sukhbir Yadav (Advocate)  
Nitish Harsh Gupta (Advocate)

Complainant  
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 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:

S.N.	Particulars	Details
1.	Name and location of the project	"Parsvnath Exotica", sector-54, Gurgaon
2.	Nature of the project	Group Housing
3.	DTCP license no.	69 to 74 of 1996 dated 30.05.1996 valid up to 02.05.2019 (area 33.51 acre) 52 to 57 of 1997 dated 14.11.1997 valid up to 13.11.2024 (area 4.61 acre)
4.	RERA Registered/ not registered	<b>Not registered</b>
5.	Unit no.	B1-702, Tower B1 [page no. 79 of complaint]
6.	Unit admeasuring area	3390 sq. ft. [page no. 79 of complaint]
8.	Allotment letter	Not provided
9.	Date of builder buyer agreement	13.07.2005 [page 33 of complaint]
10.	Possession clause	<b>10 (a) : "Construction of the flat is likely to be completed within a period of thirty six (36) months of commencement of construction of the particular block in which the flat is located, with a grace period of 6 months, on receipt of sanction of building plans/revised building plans and approvals of all concerned authorities including the Fire Service Department, Civil Aviation Department, Traffic Department, Pollution Control Department as may be required for commencing and carrying on construction subject to force majeure....."</b>

11.	Payment plan	Construction linked
12.	Date of commencement of construction	17.10.2007 (as per annexure P-9 at page 79 of complaint read with Annexure-I of BBA at page 47 of complaint)
13.	Due date of possession	<b>17.04.2011</b> [Calculated as 36 months from the date of commencement of construction i.e. 17.10.2007 + grace period of 6 months is allowed being unqualified] {inadvertently mentioned as 13.01.2009 on proceedings dated 03.07.2024}
14.	Endorsement in favour of the complainant	22.12.2022 (page 77 of complaint)
15.	Basic sale price	Rs.93,22,500/- [as per BBA on page 35 of complaint]
16.	Total amount paid by the complainant	Rs.93,26,582.81/- (as per customer ledger on page 82 of complaint)
17.	Occupation certificate	Not obtained
18.	Offer for fit outs	13.10.2022 [page no. 65 of reply]

### B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That in September 2004, the original allottee (Shanker Gupta) received a marketing call from the office of the respondent(s) for booking in the residential project being developed by the respondents in the name of "Parsvnath Exotica", Sector - 53, Gurugram. Thereafter, the original allottee relying on the representation & assurances of the respondent decided to book a unit in the said project.
- II. That on 04.10.2004, the original allottee made two payments of Rs.5,75,000/- and Rs.1,00,000/- as booking amount in the favor of the

respondent no.1. Thereafter, on 16.03.2005 the original allottee sold the flat bearing no. B1-702 to Ms. Lalita Rani Bansal [hereinafter referred to as subsequent allottee no.1] with the permission of respondent no. 1 and transferred all rights in the said flat.

- III. That on 16.03.2005, the subsequent allottee no.1 made a payment of Rs.7,23,375/- in the favor of the respondent no.1 against the booking/allotment amount. Thereafter, on 07.05.2005, a payment of Rs.13,32,250/- as per payment plan was made by her.
- IV. That on 13.07.2005, an arbitrary, unilateral, and one-sided, flat buyer agreement was executed between the subsequent allottee no. 1 and the respondent no.1.
- V. That as per clause 10 (a) of the said BBA, the respondent has to give possession of the said unit within 36 months plus 6 months of grace period from the commencement of construction. It is pertinent to mention here that the construction of Block B - 1 was commenced on 17.10.2007. Therefore, the due date of handing over possession was on or before 17.10.2010.
- VI. That the subsequent allottee no.1 continued to pay all the demands raised by the respondent(s) as per the payment plan and paid Rs.92,56,375/- till 10.03.2012.
- VII. That on 30.08.2010, respondent no.1 sent a letter to subsequent allottee no.1 for a change in the rights in towers B1, B2, B5, B6 & C4 from Parsvnath Developers Ltd. to Parsvnath Hessa Developers Pvt. Ltd. Accordingly, the development and construction of the tower in question i.e., Tower-B1 have been transferred to the joint venture company i.e., Parsvnath Hessa Developers Pvt. Ltd. (respondent no.2) of the respondent no.1. Therefore, both the respondent shall be liable for any

kind of misconduct pertaining to the said unit. It is also pertinent to mention here that since respondent no. 2 has been authorised to raise demands and collect the amount due from the buyers therefore, the payment receipts for the payments made by the subsequent allottee after 30.08.2010 have been issued by respondent no.2.

VIII. That on 13.10.2022, the respondents issued a letter of offer of possession for fit-outs and as per the said letter a rebate of Rs.7,50,000/- was given by the respondent for unfinished items. It is pertinent to mention here that the flat was incomplete in all aspects as the respondents have given the said flat in a bare shell condition and totally incomplete, without any finishing, no bathroom, no electrical fittings, no door, no amenities, etc. Therefore, the rebate given by the respondent(s) is not sufficient. It is further pertinent to mention here that the respondent(s) has not obtained the Occupation Certificate till now as well. It is further pertinent to mention here that the respondent assured that OC of tower B1 will be procured within a month, therefore, under the compelling circumstances subsequent allottee no. 1 took the possession of flat for fit-out only.

IX. That on 20.12.2022, the complainant i.e., Ram Niwas Rathee (hereinafter referred to as subsequent allottee no. 2) purchased the said flat from subsequent allottee no.1 for a total sale consideration of Rs.1,50,00,000/- (inclusive of all the charges & taxes) and the complainant paid the consideration amount in full to the subsequent allottee no.1. Thereafter, post execution of the sale agreement, all the payments made by the subsequent allottee no. 2, on 22.12.2022, the respondent no.2 endorsed the name of the complainant in its record and BBA. It is highly pertinent to mention here that the respondent has

charged Rs.6,86,733/- as transfer charges by using its dominant possession. It is further pertinent to mention here that the respondent has increased the super area of the flat without any justification.

- X. That the respondents have credited a sum of Rs.9,15,300/- on account of delay possession charges, but the said DPC was credited as per the respondent's own terms not as per the terms of the RERA.
- XI. That as per the statement of account dated 29.12.2022, the complainant has paid the full amount i.e. Rs.1,10,29,383.21/- w.r.t unit no. B1-702 and no charges are pending on the complainant's side.
- XII. That the main grievance of the complainant in the present complaint is that despite having paid 100% of the actual cost of the flat and the respondent(s) has failed to deliver the possession of the flat on promised time and to date project is without amenities and occupation certificate.

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

4. The complainant has sought following reliefs:
- Direct the respondent to pay delayed possession interest at prescribed rate from the due date of possession till handing over of possession.
  - Direct the respondent to handover possession of the flat and to execute conveyance deed.
  - Direct the respondent to provide copy of OC and area calculation with justification for increase in area.
5. On the date of hearing, the authority explained to the respondents/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 respondents.**

6. The respondents have contested the complaint on the following grounds:
- i. That the construction of the project is already complete and the competent authority has already granted Occupancy Certificate (OC) for the part of the project comprising of 11 towers and only 5 towers remains awaited for OC from the competent authority.
  - ii. That Tower B-1 in which the flat of the complainant is located, stands complete and it has offered the same for fit out purposes to the complainant along with FSA reflecting the special rebate amounting to Rs.7,50,000/- towards unfinished items and delay compensation for 27 months amounting to Rs.9,15,300/- and all the basic facilities and amenities like electricity, water, club and swimming pool are duly available at the project site.
  - iii. That the construction could not be completed within the stipulated timeline due to reasons beyond the control of the respondent. The respondent has also adjusted the delay compensation in the account of the complainant for the delay in delivering the possession of the said unit.
  - iv. That the Hon'ble Supreme Court of India in Civil Appeal bearing Diary No. 13163 of 2019 titled as "Parsvnath Developers Limited Versus Malika Raghavan" vide order dated 21.01.2022 issued notice to the Director of Town and Country Planning, Haryana who submitted a status report wherein it was stated that the due to non-construction of the EWS tower by the respondent, the occupancy certificate was not granted. Therefore, the project is being monitored by the Hon'ble Supreme Court of India and as such the grant of compensation to

allottees is also pending before it. Hence, the complaint may be kept in abeyance till the issue with respect to the compensation is decided by the Hon'ble Supreme Court of India.

- v. That the allegation in the present complaint cannot be decided summarily and hence instant complaint is out of the jurisdiction of this Authority.
  - vi. That the delay in handing over of possession was delayed due to various reasons which were beyond the control of respondent such as non-booking of apartments, lack of adequate sources of finance, shortage of labour, rising manpower and material cost, approval and procedural difficulties, extreme shortage of water and bricks, demonetization and implementation of social schemes like NREGA and JNNURM etc.
  - vii. That the complainant is a subsequent allottee no.2 and has already taken possession and enjoying the benefits of rebate. Further, as per the agreement dated 20.12.2022, the complainant was fully aware of the fact that OC qua the project is yet to be obtained and also the flat was in bare shell condition. However, he still chosen to proceed with execution of the agreement voluntarily. It is also clear from the affidavit dated 19.12.2022, wherein, the complainant had accepted the factum of the delay and waived off his right to receive any penalty/compensation in case of delay in procurement of OC/CC qua the project. Therefore, the complainant is not entitled to any relief qua delay interest/compensation and the instant complaint is liable to be dismissed in limine.
7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on



the basis of these undisputed documents as well as submissions made by the parties.

**E. Jurisdiction of the authority**

8. The respondents have raised a preliminary submission/objection that 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.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) 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.

**F. Findings on the objections raised by the respondent.**

**F.I. Objection regarding force majeure conditions.**

12. The respondents-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as shortage of labour, demonetization and implementation of social schemes like NREGA and JNNURM etc, demonetization, delay on part of govt. authorities in granting approvals and other formalities, shortage of labour force in the NCR region, ban on the use of underground water for construction purposes, heavy shortage of supply of construction material etc. 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 17.04.2011. Hence, events alleged by the respondents do not have any impact on the project being developed by it. 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 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 complainant.**

- G.I. Direct the respondent to pay interest on the amount paid to the respondent from the due date of possession till handing over of possession.**

**G.II Direct the respondent to handover possession of the flat and to execute conveyance deed.**

13. The original allottee i.e., Shanker Gupta was allotted a unit bearing no. B1-702, admeasuring 3390 sq. ft. on the 7<sup>th</sup> floor, Tower B1 in project of the respondent named "Parsvnath Exotica" at Sector-53, Gurugram. Thereafter, the original allottee sold the flat to Ms. Latita Rani Bansal i.e., subsequent allottee no.1 and on 13.07.2005 an apartment buyer's agreement was also executed between the subsequent allottee no.1 and the respondent regarding the said allotment. The subsequent allottee no.1 continued to pay all the demands raised by the respondents as per the payment plan and paid Rs.93,26,582.81/- till 10.03.2012. On 13.10.2022, the respondents issued a letter of offer of possession for fit-outs and a rebate of Rs.7,50,000/- was given towards unfinished items and Rs.9,15,300/- was given towards delay compensation for 27 months by the respondent as the flat was in a bare shell condition. Further, the respondents have not obtained the Occupation Certificate of the Tower in question due to default on its part. The subsequent allottee no.1 requested the respondents to transfer/sell the said unit to the complainant. Accordingly, the respondent vide letter dated 22.12.2022 issued a letter confirming substitution of name in the aforementioned apartment and the said apartment was transferred/endorsed in the name of the complainant. The complainant vide present complaint is seeking possession, delay possession charges and direction for execution of conveyance deed in his favour.
14. In the present complaint, 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, —*

*.....*

*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."*

15. Clause 10(a) of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**"10(a).** *Construction of the flat is likely to be completed within a period of thirty six (36) months of commencement of construction of the particular block in which the flat is located, with a grace period of 6 months, on receipt of sanction of building plans/revised building plans and approvals of all concerned authorities including the Fire Service Department, Civil Aviation Department, Traffic Department, Pollution Control Department as may be required for commencing and carrying on construction subject to force majeure....."*

16. **Due date of possession and admissibility of grace period:** As per clause 10(a) of the agreement dated 13.07.2005, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 36 months of commencement of construction of the particular block in which the flat is located plus 6 months of grace period. As per customer ledger at page 79 of the complaint read with payment plan available at page 47 of complaint, the date of commencement of construction was 17.10.2007. Given the fact that the grace period was unqualified, the same is allowed. Accordingly, in the present case, the due date of possession comes out to be 17.04.2011.

17. **Payment of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the 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., 04.09.2024 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
20. The definition of term 'interest' as defined under section 2(z a) 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 complainant shall be charged at the prescribed rate i.e., **11.10%** by the respondents/promoter which is the same as is being granted to them in case of delayed possession charges.
22. On consideration of the documents available on record and submissions made by the parties regarding contravention as per 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 10(a) of the buyer's agreement, the possession of the subject apartment was to be delivered within stipulated time i.e., by 17.04.2011. The respondents have submitted that Tower B-1 in which the flat of the complainant is located, stands complete and it has offered the same for fit-out purposes to the complainant along with FSA reflecting the special rebate amounting to Rs.7,50,000/- towards unfinished items and delay compensation for 27 months amounting to Rs.9,15,300/-. However, as per record, the occupation certificate for the tower in question has not been obtained by the respondents/promoter till date. Therefore, said offer of fit-out possession letter dated 13.10.2022, cannot be held valid in the eyes of law and is hereby quashed. Further, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottee.
23. In the instant case, the subsequent allottee no.1 requested the respondents to transfer/sell the said unit to the complainant.

Accordingly, the respondent vide letter dated 22.12.2022 issued a letter confirming substitution of name in the aforementioned apartment and the said apartment was transferred/endorsed in the name of the complainant. Considering the above-mentioned facts, the authority is of the view that the complainant herein is a second subsequent allottee who had purchased the apartment from the previous subsequent allottee on 22.12.2022 i.e., after the due date. It simply means that the complainant was well aware about the fact that the construction of the tower where the subject unit is situated has not been completed and occupation certificate qua that part of project is yet to be obtained. However, he still chosen to proceed with execution of the agreement voluntarily which means that the complainant had accepted the factum of the delay. Moreover, he has not suffered any delay as the subsequent allottee-complainant herein came into picture only on 22.12.2022 when the subject unit was endorsed in his favour. Hence, in such an eventuality and in the interest of natural justice, delay possession charges can only be granted to the complainant from the date of endorsement dated 22.12.2022 i.e., date on which the complainant stepped into the shoes of the original allottee. The Authority is of considered view that there is delay on the part of the respondents/promoter to offer of possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 13.07.2005. Accordingly, it is the failure of the respondents/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

24. 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 respondents/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the date on which the complainant stepped into the shoes of the original allottee (date of endorsement letter) i.e., 22.12.2022 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.
25. Further as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the promoter has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondents/promoter is directed to handover possession of the unit and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

**G.III. Direct the respondent to provide copy of OC and area calculation with justification for increase in area.**

26. As per Section 11(4)(b) of the Act of 2016, the respondent/promoter is obligated to obtain the completion certificate or the occupation



certificate, or both, as applicable, from the competent authority as per law and to make it available to the allottees individually or to the association of allottees as the case may be. Further, as per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or rules and regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondents/promoter is directed to provide documents and details i.e., area calculation with justification for increase in area of the unit in question to the complainant within a period of 1 month from the date of this order.

#### **H. Directions of the authority**

27. 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/promoter is directed to pay interest to the complainant on the paid-up amount after adjusting the amount already credited by it on account of delay compensation, if any, at the prescribed rate of 11.10% p.a. for every month of delay from the date of endorsement i.e., 22.12.2022 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, 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 22.12.2022 till the date of order by the authority shall be paid by the respondents/promoter to the complainant 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 allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The respondents/promoter is directed to handover possession of the unit in question and execute conveyance deed in favour of the complainant in terms of Section 17(1) of the Act of 2016, on payment of stamp duty and registration charges within three months after obtaining occupation certificate from the competent authority.
- iv. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The respondents/promoter shall not charge anything from the complainant which is not the part of the agreement to sell dated 13.07.2005.
- vi. The respondents/promoter is directed to provide details i.e., area calculation with justification for increase in area of the unit in question to the complainant within a period of 1 month from the date of this order.
- vii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondents/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per section 2(za) of the Act.

28. Complaint stands disposed of.  
29. File be consigned to registry.

  
**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 04.09.2024



**HARERA**  
GURUGRAM