



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Date of Decision	05.03.2026
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S.No.	Complaint nos.	Complainants	Respondents
1.	226 of 2025	DavinderKaur W/o Sh. Kuljeet Singh R/o House no. 222, Sector-8 Karnal, Haryana-132001	Aegis Value Homes Ltd, registered office at Smart Homes Karnal(By Aegis), Sector-32A, Bhudakhera, Karnal
2.	227 of 2025	Kuljeet Singh S/o Sh. Tara Singh, R/o House no.222, Sector-8, Karnal, Haryana-132001	Aegis Value Homes Ltd, registered office at Smart Homes Karnal(By

			Aegis), Sector-32A, Bhudakhera, Karnal
3.	245 of 2025	Khushwant Singh S/o Sh. Kuljeet Singh, R/o House no.222, Sector-8, Karnal, Haryana-132001	Aegis Value Homes Ltd, registered office at Smart Homes Karnal(By Aegis), Sector-32A, Bhudakhera, Karnal
4.	246 of 2025	Pushpa Rani W/o Sh. Parveen Kumar, R/o House no. 151, Narsi Village, Sector-32, Karnal, Haryana-132001	Aegis Value Homes Ltd, registered office at Smart Homes Karnal(By Aegis), Sector-32A, Bhudakhera

**CORAM:**

Parneet S Sachdev	Chairman
Nadim Akhtar	Member
Dr.Geeta Rathee Singh	Member
Chander Shekhar	Member

**Present: -** Adv. Prashant, Counsel for the complainants through VC(in all captioned complainants).

Mr.NeerajGoel, Counsel for the respondent (in all captioned complainants).

**ORDER (PARNEET S SACHDEV-CHAIRMAN)**

1. This order shall dispose of above captioned four complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation &Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

2. These four complaints are taken up together as facts and grievances of all five captioned complaints are more or less identical and relate to the same project of the respondent, i.e., "Smart Homes Karnal", situated at Sector 32-A, Tehsil an District Karnal, Haryana. The fulcrum of the issue involved in these cases pertains to failure on the part of respondent/promoters to deliver timely possession of unit in question.



Therefore, **Complaint No. 226 of 2025** titled as “**DavinderKaur Versus Aegis value Homes Limited**” has been taken as lead case for disposal of these four captioned matters.

**A. UNIT AND PROJECT RELATED DETAILS**

3. The particulars of the project have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Smart Homes Karnal
2.	Name of the promoter	M/s Aegis Value Homes Ltd
3.	RERA registered/not registered	Registered

4. Further the details of sale consideration, the amounts paid by all the complainants and proposed date of handing over of the possession have been given in following table:

S r. n o	Compl aint no.	Unitno. /area	Builder buyer agreement/ 1 <sup>st</sup> receipt date	Deemed date of possession	Total sale considerati on	Paid amount.
1.	226/2025	1203, 12 <sup>th</sup> floor, Tower A-6/516.9 0sq.ft.	NA/ ₹50,000/- dated 02.02.2022	02.02.2025	22,00,000/-	21,13,766/- (as per receipt and account ledger annexed at page no. 26-

						29) of complain t book
2.	227/20 25	1201,1 2 <sup>th</sup> floor, Tower A6/516 .90 sq.ft.	NA/₹50,00 0/- dated 02.02.2022	02.02.2025	22,00,000/-	1243150 /-(as per account ledger annexed at page no. 33 of complain t book)
3.	245/20 25	1202,1 2 <sup>th</sup> floor ,Tower - A6/516 .90 sq.ft.	NA/₹50,00 0/- dated 02.02.2022	02.02.2025	22,00,000/-	23,59,46 6/-( as per receipt and account ledger annexed at page no. 26- 28 of complain t book)
4.	246/20 25	808, 8 <sup>th</sup> floor, Tower- A7/516 .90 sq.ft.	NA/₹95,22 7/- dated 04.09.2017	04.09.2020	19,04,000/-	20,75,94 9/-(as per account ledger annexed at page no. 39 of complain t book)

**B. FACTS AS PER THE COMPLAINT No. 226 of 2025:**

5. That in the year 2017, the Respondent launched and planned to develop a group housing residential project under the name and style of “**Smart Homes Karnal**” situated at Sector-32A, Karnal, Haryana.
6. That in order to attract prospective purchasers, the Respondent widely circulated advertisements and brochures in the market representing that residential flats were available at a price of ₹22,00,000/- only, with a specific assurance that **no additional charges** such as EDC, IDC, PLC, Fire Fighting Charges, Electricity Connection Charges, Maintenance Charges, Service Tax, Car Parking Charges or any other hidden charges would be levied. The Respondent further represented that buyers could save up to ₹5,00,000/- on account of such waivers.
7. That the Respondent also advertised that the flats would be equipped with advanced “Smart Automation Systems” operable through voice and gesture commands, including control of lights, fans, geysers, air conditioners, WiFi-enabled systems, security cameras, temperature control, mood lighting, energy monitoring, music systems, television control, solar street lights and smart access systems. The brochure containing these representations has been annexed as Annexure C-3.
8. That the Complainant visited the office of the Respondent at Aegis Gold Floor, Sector-33, near Kid zee School, Karnal, where employees of the Respondent informed him that the project was being developed



under the Pradhan Mantri AwasYojana and was stated to be a Government-backed project. It was further represented that allotments had already been made and only limited flats were available for sale at the attractive price of ₹22,00,000/-,

9. That the Complainant was also assured that construction was in full swing and that possession of the flat would be delivered within six months.
10. That relying upon the representations and assurances made by the Respondent, the Complainant applied for allotment vide Application No. 9207 by paying an initial amount of ₹50,000/-. Subsequently, the Complainant was allotted Unit No. 1203, 12th Floor, Tower A6, admeasuring 516.90 sq. ft., in the said project for a total consideration of ₹22,00,000/- inclusive of all charges.
11. That after allotment, the Complainant diligently paid all instalments as demanded by the Respondent from time to time. The details of payments are annexed collectively as Annexure C-1 and C-2. The Respondent duly acknowledged receipt of such payments.
12. That upon visiting the project site after some time, the Complainant was shocked to find that construction activity had come to a halt and no substantial progress was visible at the site.



13. That on further enquiry, the Complainant came to know that the Respondent had launched other projects namely "Address by Aegis" (Sector-32A, Karnal) and "33 Avenue by Aegis" (Sector-33, Karnal), in respect of which possession had not been delivered within the stipulated timelines. It was further learnt that serious disputes and litigations were pending against the promoters and that substantial external development charges were allegedly unpaid.
14. That due to sluggish construction and disturbing information regarding the antecedents of the promoters, the Complainant temporarily stopped payment of instalments. Upon approaching the Respondent's office, the Complainant was assured that instalments need not be paid until construction resumed or picked up pace.
15. That relying upon such assurances, when construction activity appeared to resume, the Complainant again started making payments as demanded.
16. That despite the agreed sale consideration of ₹22,00,000/-, the Respondent illegally collected an excess amount of ₹1,93,150/- from the Complainant. Further, the Respondent imposed exorbitant penal interest at the rate of 20% per annum on alleged delayed payments
17. That vide letter dated 17.02.2024 (Annexure C-4), the Respondent raised an additional demand of ₹3,87,608/- towards interest and



₹1,76,615/- towards tax. Further, an illegal demand of ₹93,768/- was raised on account of External Electricity Connectivity Charges, Advance Meter Consumption, Security Deposit, Meter Charges and Labour Cess. A total amount of ₹19,01,893/- was shown as due from the Complainant.

18. That the Respondent is also demanding GST at a rate higher than the applicable statutory rate, which is impermissible under law.
19. That the Respondent has issued an Offer of Possession letter dated 17.02.2024 without obtaining and furnishing the mandatory Completion Certificate and Occupation Certificate from the competent authorities. That the Respondent has further demanded additional payment alleging increase in area of the flat without obtaining prior consent of the Complainant, which is contrary to law and not binding upon the Complainant.
20. That the construction quality of the flat is substandard and contrary to the specifications promised in the brochure. The Smart Automation System as advertised has not been provided. Inferior fittings and materials have been installed in place of the premium materials displayed in the sample flat.



21. That the Respondent compelled the Complainant to sign various blank documents at the time of alleged offer of possession and failed to provide copies of the same despite repeated requests.
22. That even after lapse of approximately three years beyond the promised timeline, the Respondent has failed to complete the project in accordance with the representations made and has not provided the promised amenities.
23. That despite receiving substantial payment from the Complainant, the Respondent is threatening cancellation of allotment for non-payment of illegal and arbitrary demands, which is in violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.
24. That the Respondent's conduct in raising illegal demands, failing to obtain statutory approvals, offering possession without mandatory certificates, and not delivering the promised amenities amounts to deficiency in service, unfair trade practice, misrepresentation and violation of statutory obligations.
25. That the copy of the Aadhaar Card of the Complainant is annexed as Annexure C-6.

**C. RELIEF SOUGHT**

26. Complainant sought following reliefs :



- i. That the respondent may kindly be directed to deliver actual physical possession of the flat without any delay.
- ii. That the respondent may kindly be directed to execute builder buyer agreement of the flat without any undue delay.
- iii. That the respondent may kindly be directed to make the payment of delayed interest for not giving actual physical possession of the flat after taking statutory approvals and after completing the project as per the assurance given in the advertisement issued by the respondent.
- iv. That the respondent may kindly be directed to not to raise demand with regard to service tax, maintenance charges for 5 years, car parking charges, PLC, EDC/IDC, firefighting charges, electrical connection charges, Power Backup Charges as stated in the brochure issued by the answering respondent.
- v. That the respondent may kindly be directed to provide smart phone automated smart home having amenities such as lights control, fans control, geyser control, A.C control, Wilfi, main gate security system, mood lightning control system, energy monitoring system, temperature control, security camera, music control system, television control system, solar street lights and

smart access system as provided in the brochure issued by the respondent.

- vi. That the excess payment demanded vide Annexure C-4, C-5 may kindly be set aside.
- vii. The Respondent may kindly be directed to give compensation to the Complainant to a tune of Rs. 20,00,000 / - to the Complainant along with interest.
- viii. The Respondent may kindly be directed not to raise any excess amount with regard to the Goods and Service Tax i.e. not beyond 8% as GST.
- ix. Any other relief or direction which this Hon'ble authority deems fit in facts and circumstances of the present case.

**D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

27. During oral arguments ld. counsel for complainant reiterated the submissions as mentioned in the complaint.

**E. ISSUE FOR ADJUDICATION**

28. Whether the complainant is entitled to the reliefs sought or not?

**F. OBSERVATIONS AND DECISION OF AUTHORITY**

29. The Authority has carefully considered the rival contentions advanced by the parties and has perused the material available on record. In light



of the factual matrix as delineated hereinabove and the submissions addressed by learned counsel for the complainant, it is observed that notice was issued to respondent on 19.03.2025 for appearance before Authority on 26.05.2025. Said notice was received back undelivered. However, on 26.05.2025, Mr. Neeraj Goel appeared for respondent and accepted notice on behalf of respondent and sought time to file reply. His request was accepted and was given opportunity to file reply within 4 weeks from today. Thereafter matter was listed for hearing on 09.10.2025. Mr. Neeraj Goel again sought time to file reply. Again his request was accepted and last opportunity was given to file reply by 30.10.2025. Thereafter file was taken up on 05.02.2026, wherein respondents counsel stated that due to personal difficulty reply was not filed and sought one last opportunity to file reply. Considering the personal difficulty of learned counsel for respondent, on last opportunity was given to respondent to file reply by 12.02.2026 and complainant was also directed to file proper receipts of the paid amount.

30. Authority observes that learned counsel for the respondent initially appeared before Authority on 26.05.2025. Thereafter matter was taken up for hearing twice i.e. on 09.10.2025 and 05.02.2026. Meaning thereby after availing three opportunities i.e. *approximately 284 days*

*respectively from hearing dated 26.05.2025*, when respondent appeared for the first time while accepting notice for respondent no.1, respondent has failed to file the reply till date.

31. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondents, submit their pleadings in a time-bound manner.

In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent defence and proceed to decide the present complaint as per record available on the file.

32. As per record on file, the complainant was allotted Unit No. 1203, situated on the 12th Floor of Tower A6, admeasuring 516.90 sq. ft., pursuant to Application No. 9207, upon payment of an initial booking amount of ₹50,000/-. The said allotment pertains to the respondent's group housing project namely "Smart Homes Karnal", located at Sector-32A, Karnal, Haryana.



33. Further, perusal of the record reveals that the respondent/promoter has, till date, failed to execute a Builder Buyer Agreement with the complainant. However, as per the averments made in the complaint, the subject unit was offered to the complainant for a total sale consideration of ₹22,00,000/-, against which an amount of ₹21,13,766/- is stated to have been paid by the complainant to the respondent. In order to substantiate the payments so made, the complainant has annexed copies of payment receipts along with the statement of account/ledger annexed at pages 26 to 29 of the complaint book. Respondent out of total paid amount of ₹ 21,13,766/-, has accepted an amount of ₹9,63,766/- in the final Statement of Account accompanied with the Offer of Possession dated 17.02.2024 (placed at page no. 42 of the complaint file). For remaining paid amount of ₹ 11,50,000/-, complainant has annexed certain receipts at page no. 26-28 of complaint book, which were issued subsequently after offer of possession i.e. 17.02.2024. Said amounts are mentioned below in tabular manner:

Receipt date	Amount
11.03.2024	₹ 2,50,000/-
14.03.2024	₹ 5,00,000/-
05.04.2024	₹ 4,00,000/-

Total	₹ 11,50,000/-
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Accordingly, proof of total paid amount of ₹21,13,766/- stands substantiate. The respondent has also not controverted the above stated payments received till date.

34. Furthermore, no Builder Buyer Agreement has been placed on record by either of the parties. Nevertheless, the receipts issued by the respondent and the Offer of Possession brought on record clearly reflect that Unit No. 1203, situated on the 12th Floor of Tower A-6, admeasuring 538.70 sq. ft., stands allotted in favour of the present complainant. The said documents unequivocally establish the existence of a contractual and commercial relationship between the parties, thereby affirming their status as "allottee" and "promoter" within the meaning of the Act.
35. The next question for determination before this Authority is the ascertainment of the due date for handing over of possession. It is an admitted position that no Builder Buyer Agreement has been executed between the parties, nor has any formal allotment letter been issued. In the absence of these documents, the contractual timeline for delivery of possession cannot be discerned from the record. In such circumstances, this Authority deems it appropriate to treat the date of initial payment.

i.e., 02.02.2022, as the date of allotment for the purpose of computing a reasonable period for completion and delivery of possession. *It is well-settled that where no specific time for performance is stipulated, a reasonable period must be inferred.* The Hon'ble Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) &Anr. has observed that period of 3 years is reasonable time for development of a project and handing over of possession. Applying the aforesaid statutory position and the ratio laid down by the Hon'ble Apex Court, this Authority holds that a period of three years from the date of initial payment is reasonable. Accordingly, the deemed due date for handing over of possession is determined as **02.02.2025.**

36. It is further pertinent to mention that multiple complaints have been instituted before this Authority against the same respondent in respect of its project namely "Smart Homes Karnal". In those matters, the respondent has filed written replies categorically stating that the project stands completed and that an Occupation Certificate has been obtained vide Memo No. ZP-1112/JD(SP)/2024/30123-29 dated 20.09.2024. A copy of the said Occupation Certificate has also been independently downloaded from the official website of the Directorate of Town and Country Planning, Haryana. Upon perusal of the said Occupation

Certificate, it is evident that the same has been granted in respect of Towers A1, A2, A3, A4, A5, A6, A7 and B1 situated in the Affordable Group Housing Colony admeasuring 5.6534 acres, developed under License No. 02 of 2016 dated 05.03.2016, in the revenue estate of Village Budhakhhera, Sector 32-A, District Karnal. The contents of the Occupation Certificate thus substantiate the respondent's assertion regarding completion of the aforesaid towers forming part of the project.

37. *It is an undisputed fact on record that the Occupation Certificate in respect of the project was obtained on 20.09.2024.* The complainants themselves have admitted that the respondent had issued an Offer of Possession dated 17.02.2024. However, the said offer admittedly preceded the grant of the Occupation Certificate by the competent authority. It is well settled that an offer of possession made prior to obtaining a valid Occupation Certificate cannot be regarded as a lawful or valid offer in the eyes of law. **Accordingly, the Offer of Possession dated 17.02.2024, having been issued in the absence of the requisite Occupation Certificate, is held to be premature and bad in law.**
38. The facts enumerated in the preceding paragraphs clearly establish that the respondent has failed to discharge its contractual and statutory obligation to hand over possession of the subject apartment by the

deemed date of possession i.e. **02.02.2025**. The material available on record further reveals that although the Occupation Certificate was obtained on **20.09.2024**, *the respondent has not placed on record any fresh or valid offer of possession issued to the complainants subsequent to obtaining the said Occupation Certificate. The failure to issue a valid occupation offer of possession till date, therefore, amounts to continuing default on the part of the respondent.*

39. In view of the above, Authority is of the considered view that complainant is well within its rights to claim delay interest from the respondent for the amount paid by them and thus deems fit to allow interest for delay in handing over of possession from the deemed date of possession upto the date on which a valid offer is sent to her after receipt of occupation certificate. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

*(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;*

Such interest shall be calculated at the rate prescribed in Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

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

*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".*

40. Consequently, as per website of the State Bank of India, i.e., <https://sbi.co.in>, the Highest Marginal Cost of Lending Rate (in short MCLR) as on date, i.e. 05.03.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

41. Authority has calculated the interest on total paid amount from the deemed date of possession or date of payment whichever is later till the date of this order, i.e, 05.03.2026 at the rate of 10.80% in all captioned cases and said amounts works out as per detail given in the table below:

i. **In complaint no. 226 of 2025:**

Sr. No.	Principal Amount	Deemed date of	Interest Accrued till
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		possession(02.02.2025) or date of payment whichever is later	05.03.2026
1.	₹21,13,766/-	02.02.2025	₹ 2,48,301/-
Monthly interest	₹19,389/-		

ii. In complaint no. 227 of 2025: complainant has claimed that more than 23 lakhs stands paid to the respondent. Whereas, details of payment made in year 2024 are not available with him. Not even an affidavit giving details of such payments has been submitted. As per receipt, account ledger annexed by complainant as well as final statement of account issued by respondent along with offer of possession dated 20.11.2023, respondent admits to adjust the amount as paid by complainant of ₹ 12,43,150/- only. In these circumstances, total paid amount is taken as ₹ 12,43,150/-.

Sr. No.	Principal Amount	Deemed date of possession(02.02.2025) or date of payment whichever is later	Interest Accrued till 05.03.2026
1.	₹ 12,43,150	02.02.2025	₹ 1,46,031/-
Monthly interest	₹11,403/-		

## iii. In complaint no. 245 of 2025:

Sr. No.	Principal Amount	Deemed date of possession(02.02.2025) or date of payment whichever is later	Interest Accrued till 05.03.2026
1.	₹23,59,466/-	02.02.2025	₹2,77,163/-
Monthly interest	₹21,642/-		

- iv. In complaint no. 246 of 2025: On perusal of file, it has come to the knowledge of the Authority that in mentioned complaint, respondent had issued a valid offer of possession on 11.11.2024 after receipt of occupation certificate on 20.09.2024. Same is annexed at page no. 52 of the complaint book. Accordingly, delay interest in this case is awarded from deemed date of possession till the valid offer of possession given to the complainant i.e. 11.11.2024.

Sr. No.	Principal Amount	Deemed date of possession(04.09.2020) or date of payment whichever is later	Interest Accrued till valid offer of possession 11.11.2024
1.	₹ 6,83,271/-	04.09.2020	3,09,325/-

2.	₹ 1,20,000/-	09.03.2022	34,761/-
3.	₹ 2,00,000/-	28.12.2022	40,537/-
4.	₹ 3,00,000/-	25.05.2023	47,668/-
5.	₹ 2,00,000/-	23.07.2023	28,287/-
6.	₹ 5,72,678/-	09.12.2023	57,444/-
total	₹ 20,75,949/-		5,18,022/-

Accordingly, the respondent is liable to pay the upfront delay interest and monthly interest as mentioned above in respective tables to the complainants towards delay already caused in handing over the possession up to the date of actual handing over of the possession after obtaining occupation certificate. The Authority orders that the complainants will remain liable to pay balance consideration amount to the respondent when an offer of possession is made to them.

42. The complainant is seeking compensation of ₹20,00,000/- for mental harassment, torture, agony, pain suffering and humiliations. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. &Ors.*" (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned

Adjudicating Officer having due regard to the factors mentioned in Section 72. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses/compensation.

43. Further, with regard to the relief sought by the complainant mentioned at para C(iv,v,vi,viii) of this order, the complainant has not clarified how the above stated relief could be granted under Section 31 of the RERD Act, 2016. Moreover, complainant has not pressed upon said relief during the hearing. Therefore, this relief is not being adjudicated upon.

#### **I. DIRECTIONS OF THE AUTHORITY**

44. Hence, the Authority passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

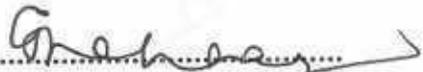
- (i) Respondent is directed to pay upfront delay interest as stated in para 41 of this order to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount paid the monthly interest shall be payable by the respondent to the complainants up



to the date of actual handing over of the possession after obtaining occupation certificate.

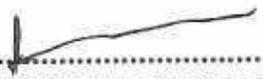
- (ii) Complainants will remain liable to pay balance consideration amount to the respondents at the time of possession offered to them.
- (iii) The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e. 10.80% by the respondent/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

**Disposed of.** File be consigned to record room after uploading on the website of the Authority.

  
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CHANDER SHEKHAR  
[MEMBER]

  
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DR. GEETA RATHEE SINGH  
[MEMBER]

  
.....  
NADIM AKHTAR  
[MEMBER]

  
.....  
PARNEET S SACHDEV  
[CHAIRMAN]