

# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

 Complaint no.
 : 1428 of 2019

 First date of hearing :
 14.10.2019

 Date of decision
 : 14.09.2021

Mr. Joginder Singh Address:- House No. 2095, Sector-14-P Hisar (Haryana)

Complainant

Versus

सत्यमेव जयते

- 1. M/s Parkwood Infrastructure Pvt. Ltd.
- 2. Mr. Harpreet Singh
- Mr. Dakshdeep Singh, Managing Director Address:- 1001, Hemkunt Chambers 89 Nehru Place, New Delhi-110019

Respondents

Member

Member

#### CORAM:

Shri Samir Kumar Shri Vijay Kumar Goyal

#### **APPEARANCE:**

Complainant in person with Satish Tanwar Shri Venket Rao

Advocate for the complainant Advocate for the respondents ORDER

 The present complaint dated 29.03.2019 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations,



responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se them.

## A. Unit and project related details

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

S.No.	Heads	Information
1.	Project name and location	"Parkwood Westend", Sector-92, Gurugram
2.	Project area सत्यमेव जयते	14.125 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	53 of 2010 dated 10.07.2010 valid upto 09.07.2018
5.	Name of licensee	Smt. Devki and 4 others
6.	RERA Registered/ not registered URUGR	Registered vide no. 16 of 2018 dated 19.01.2018 valid upto 31.12.2019
7.	Occupation Certificate	Not received
8.	Unit no.	B-602, 6 <sup>th</sup> floor, Tower no. E
9.	Unit measuring	1200 sq. ft.
10.	Increase area	1345 sq. ft. (Annexure, page 99 of the complaint)
11.	Allotment letter	21.08.2010



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1	2.	Date of execution of buyers agreement	flat	(Page 21 of the complain
13	3.	Change of right to purcha flat no. B602 on dated	se of	
14		Payment plan		(Page 71 of the complaint) Construction linked
15.		Total Sale consideration	_	payment plan Rs. 30,45,000/-
1				10.0
16.	T C	'otal amount paid by t omplainant	he F (4 W	As per receipt attached
	Du po (a)	e date of delivery of ssession as per clause 28 36 months from the	he F (4 w 19 ar 05 (D the	As per receipt attached rith file on page no. 9,28,30,75,78,82,88,90 id 93) 12.2014 ue date calculated from e date of agreement i
16. 17. 8.	Du po (a) of s	e date of delivery of	he F (4 w 19 ar 05 (D the 05.	S. 23,86,527/- As per receipt attached with file on page no. 9,28,30,75,78,82,88,90 nd 93)

# 3. Facts of the complaint

- 3. The complainant has made the following submissions in the complaint:
  - (i) The complainant submitted that after going through the advertisement published by the respondents in the newspapers and as per the broacher/prospectus provided by them previous allottee Mr. Ramesh Chand Agrawal had booked a residential flat/unit bearing No. B-602, having super built-up area of 1200 sq. ft. in the project "Parkwood Westend" of the respondent situated



at Sector-92, Gurugram, Haryana and paid a sum of Rs. 2,34,000/- to the respondent as booking amount. That later, allotment letter dated 21-08-2010 was issued by the respondents in respect of a two BHK unit bearing No. B-602, and the same is sent to the previous owner alongwith payment plan. Thereafter, the previous owner had paid an amount of Rs. 11,852/- and Rs. 2,00,000/- to the respondents.

- (ii) That on 05.11.2012, flat buyer's agreement was executed between the respondent no. 1 and the previous owner. Thereafter, the previous owner moved an application for transfer of the unit in favour of the complainant and respondents accepted the same on 06.03.2013 and the respondents transferred the above said unit/flat in favour of the complaint in their records. That till date, the complainant as well as previous owner Ramesh Chand Agrawal paid a total sum of Rs. 26,14,023/- in respect of the unit bearing no. B-602, having super built-up area of 1200 sq. ft. to the respondents.
- (iii) That the complainant visited the site where the project to be developed by the respondents and shocked to see that the construction work was not going on in progress by the respondents and from physical verification at the project site, the complainant was sure that the respondents will not be able to deliver the possession of apartment/unit in near future. Thereafter, the complainant repeatedly followed up with the officials of the respondents for compensate him for delayed possession, but the



respondents avoided the matter on one pretext or the other. The complainant visited the office of the respondents several times, but the respondents had not given any satisfactory reply to the complainant, even the respondents have not been given any information regarding completion of the project and handed over the possession of apartment/unit.

- (iv) That thereafter, the complainant moved several letters regarding the compensation for delay and asking for physical possession but till date the respondents did not replied the same. The respondents have ignored the request of the complainant to compensate him. That the terms of the agreement are completely one sided and favoured only the company and the same has been formulated in a way that they can take undue advantage of their dominant position at the site where the project is being developed and harass the complainant into making payments as and when demanding. That the complainant has paid a substantial amount of Rs. 26,14,023/- towards the consideration of the unit/flat which amounts to the entire demand raised by the respondents till date. The respondents, on the other hand, are enjoying the money collected by the buyers by putting it for their own use.
- (v) That thereafter, on 21.01.2019, the complainant sent a legal notice through his counsel "Satish Tanwar" advocate through registered/speed post whereby the respondents advised to compensate the complainant but all in vain.



- Complaint No. 1428 of 2019 (vi) That the respondents bound to compensate, and the complainant is entitled to receive the compensation for delay of possession and the complainant is also entitled to receive the interest on the amount from the respondents.
- Relief sought by the complainant: C. 4.
  - The complainant has filed the present compliant for seeking following relief: i.
    - To pass the order to pay the interest on the amount received by the respondents from the complainant.
  - Any other or further order of relief which this authority ii. may deem fit and proper on the facts and in the circumstances of the case may also be passed in favour of the complainant. सत्यमेव जयते
- On the date of hearing, the authority explained to the 5. respondents/promoters 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 respondents have contested the complaint on the following grounds.
  - That the respondent started inviting applications of i. prospective buyers for the society and also commenced the work after applying and receiving the required license for development of the project from the requisite authority. Thereafter various prospective buyers like the original allottee approached the respondent and entered into flat buyers' agreement' for purchasing the 'flat'



within the project at the specified and agreed terms and conditions. That the respondent made huge payments to the seller/s, despite repeated requests nobody turned for claiming the balance payment and thus certain disputes and differences arose inter se among them for a part of the total land involved. The respondent served a legal notice dated 24.01.2011 upon the sellers and called upon them to fulfil the terms of the Sale deed/s. As no response was received from the sellers and left with no remedy, the respondent was forced to invoke the arbitration clause and file a petition under Section 9 of the Arbitration and Conciliation Act, 1996 titled "Parkwood Vs. Brahm Prakash & Ors." Arb. Pet. 14 of 2011 before the Additional District judge, Gurgaon which was decided in favour of the respondent. Vide the said order, the Seller/s were restrained from alienating the land and from creating any third-party rights and any other encumbrance and the respondent was directed to prepare and deposit a fixed deposit Receipt (herein after referred to as "FDR") from a nationalised bank for a period of six months for the amount equivalent to balance sale consideration payable by it. Copy of the Order dated 22.11.2011 passed in petition under Section 9 of the Arbitration and Conciliation Act, 1996 titled "Parkwood Vs. Brahm Prakash & Ors." Arb. Pet. 14 of 2011 is annexed herewith as **Annexure R2**. In compliance to the Order, the respondent deposited an FDR of Rs.2,30,00,000/- and kept renewing the same from time to time.



ii.

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- That against the said order dated 22.11.2011, the seller/s filed an appeal titled "Brahm Prakash & Ors Vs. Parkwood Infrastructure Pvt Ltd", F.A.O No. 560 of 2012 before the Hon'ble High Court of Punjab & Haryana. The same was dismissed vide order dated 01.02.2012. That as the seller/s were dilly dallying in handing over the possession of the land, the respondent was again constrained to file a petition under Section 11 of the Arbitration and Conciliation Act, 1996 titled as "Parkwood Infrastructure Private Limited Vs. Brahm Prakash & Ors, Arb. Case No. 32 of 2012 before the Hon'ble High Court of Punjab & Haryana seeking appointment of an arbitrator. The same was allowed vide order dated 02.08.2013. Ms. Manju Goel, J [retd.] was appointed as the sole arbitrator for the disputes inter-se the respondent and sellers/s.
- iii.

That undeterred, the seller/s filed a suit for permanent injunction along with an interim application under O XXXIX Rule 1 and 2, CPC titled as "Brahm Prakash & Ors Vs Parkwood Infrastructure PVt. Ltd" Suit No, 133 of 2011before learned C.J., Gurgaon. Vide order dated 21.07.2011, first the interim application was dismissed and thereafter, vide order dated 22.11.2011, the appeal against thereto was also dismissed by the Ld. A.D.J, Gurgaon. Being aggrieved, the sellers filed a civil revision u/s 115, CPC titled as "Brahm Prakash & Ors Vs. Parkwood Infrastructure Pvt. Ltd" C.R. No 637 of 2012 before the hon'ble high court of Punjab & Haryana wherein vide



order dated 16.02.2012 the respondent was directed not to raise construction over the part of land in dispute. That thereafter, a court of competent jurisdiction partitioned the land in dispute vide order of partition dated 16.05.2013. An appeal preferred against it by the Seller/s before the Assistant Collector First Grade, Gurgaon was dismissed vide order dated 23.08.2012 and then a revision against it by the Sellers/s before the Commissioner Gurgaon Division, Gurgaon was also dismissed vide order dated 04.04.2013 and then a revision petition was filed by the Seller/s before the Financial Commissioner, Haryana was also dismissed vide order dated 29.05.2013.

iv.

That finally the Seller/s and the respondent entered into a settlement whereupon an agreement dated 19.05.2015 was executed inter-se them, which was duly recorded by and on the basis of which the learned sole arbitrator was pleased to pass an award on 02.06.2015.That in terms of the award dated 02.06.2015, the seller/s were to perform certain acts on their part, i.e. they were to pay the respondent a sum of Rs.1,50,00,000/- along with interest and they were to withdraw various litigations against the respondent. However, it is pertinent to note that the seller/s have failed miserably to comply with their part of the directions and the respondent was constrained to issue a letter dated 30.12.2016, calling upon them to comply with their part of the directions as per award dated 02.06.2015. The seller/s chose to keep mum and



the respondent is yet to hear anything from them and it seems that they are not willing to perform their part. and the respondent is left with no other option than to go for further litigation.

- v. That all the above categorically show that the respondent has always been and continuously been taking appropriate steps at its own cost without putting any addon burden upon the complainant in terms of Clause 28(b)(ii) of the flat buyers agreement wherein it is categorically stated that if the opposite party "...... is not in a position to hand over the possession of the Flat, then.... At its sole discretion challenge the validity, applicability and/or efficacy such Legislation, Rule, Order or Notification by moving the appropriate courts, tribunal(s) and /or Authority....."
- vi. That the above listed conditions are circumstances beyond the power and control of the respondent, and it is categorically stipulated in the Clause 28(b)(i) of the flat buyers agreement that in such a scenario the respondent ".....shall be entitled to the extension of time for handing over of the possession of the said Flat".
- vii. That has borne from the above, the respondent was and is fact badly entangled in a dispute pertaining to a part of the land for the past 8 years because of which the timely completion of the project was scuttled and the same was due to circumstances beyond the power and control of the Respondent and for which no malafide can be attributed to it. It is a matter of fact that despite all the difficulties,



the Respondent is still continuing to pay hefty fees towards renewals of all the licenses, permissions, approvals, sanctions, clearances required for building, construction and development of the project from various governmental authorities at its own cost and expense without charging anything extra from the complainant or any other allottee for that matter as it has been constrained to per-force seek extension of all the above requisites and continue paying hefty amounts qua them with the respective departments so that the project can be completed at the earliest.

That from the above, it is very clear that the seller/s viii. turned dishonest and kept instituting one after the other cases. The same caused the respondent to be always embroiled in unwarranted litigation for which it kept incurring extremely substantial expenditure, more so when the project was of a very large scale and was interconnected with each other and it was on going and was involving huge funds and multiple recourses an account of all at the same point of time. Further, the license obtained by the respondent from the Town and Country Planning Department and all the subsequent approvals were/are always time bound for a limited period only and they had to be renewed by paying the renewal fees after the lapse of the prescribed period. The respondent was at all times fighting against time as it had its back against the wall. All the costs and expenses have always been borne by the respondent on its own and that

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none of allottees including the complainant have ever been charged anything extra beyond the terms of the flat buyers agreement at any stage or time whatsoever.

- ix. That furthermore due to an order passed by the Punjab and Haryana High Court, a NOC had to be sought from HUDA for usage of recycled water which caused the water supply to be disrupted for almost 82 days which caused further delay in completion of the project.
- x. That coupled with all the above, the respondent has taken a huge hit due to the on-going economic meltdown and consequent financial crisis and recession in the market. Despite thereof, the respondent has always been diligently making its efforts to continue with the construction and completion of the project and the ongoing litigation has caused delay in completion of the project. The Respondent has completed as many as six towers with 270 flats.
- 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 theses undisputed documents.
- 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 completed territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

- 10. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act and duties of allottee as per section 19(6),(7) and(10) leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
- F. Findings of the authority on the objections raised by the respondent:-
- 11. With regards to the above contentions raised by the promoter/developer, it is worthwhile to examine following issues:

# F.I Objection regarding defect in title land

12. Owing to these problems, the home buyer who has invested all his hard-earned savings and life earnings is placed in the position of risk to lose all his money. Having said that, the same



is not the scenario now after RERA came into picture. Section 18 (2) of the RERA Act comes for the rescue of such aggrieved home buyers, which states that "the promoter of the developer shall compensate the allottees in case of any loss cased to him due to the defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this sub-section shall not be barred by limitation provided under the law for the time being in force." Relevant section 18(1)(b) reproduces hereunder: -

Section 18. Return of amount and compensation. -

- (1) If the promoter fails to complete or is unable to give the possession of an apartment, plot or building, (a)......
  (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason,
- 13. The builder was liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment with interest at such rate as may be prescribed in this behalf including compensation. If the allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month's delay till handing over of the possession. The requirement to pay interest is not a penalty as the payment of interest is compensatory in nature in the light of the delay



suffered by the allottee who has paid for his apartment but has not received possession of it.....

## G. Findings on the relief sought by the complainant

## 14. Relief sought by the complainant:

- i. To pass the order to pay the interest on the amount received by the respondents from the complainant.
- Any other or further order of relief which this authority may deem fit and proper on the facts and in the circumstances of the case may also be passed in favour of the complainant.
- 15. 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."

16. Clause 28 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

## "28 POSSESSION

.....

## a) Time of handing over the possession

That subject to terms of this clause and subject to the FLAT ALLOTTEE (S) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and further subject to

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compliance with all provisions, formalities, registration of sale deed, documentation, payment of all amounts due and payable to the DEVELOPER by the FLAT ALLOTEE(S) under this agreement etc., as prescribed by the DEVELOPER, the DEVELOPER proposes to hand over the possession of the FLAT within a period of thirty six (36) months from the date of signing of this Agreement. If however understood between the parties that the possession of various Block/Tower comprised in the complex as also the various common facilities planned therein shall be ready & complete in phases and will be handed over to the Allotee of different Block/Towers as and when completed.

At the outset it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement. 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 promoter 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 buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the doted lines. As per above mentioned clause, the opposite parties failed to deliver the possession even after receiving the substantial amount from the complainant.



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. Taking the case from another angle, the complainant-allottee was entitled to the delayed possession charges/interest only at the rate of Rs.5/- per sq. ft. per month of the super area as per clause 30 (a) of the buyer's agreement for the period of such delay; whereas, as per clause 31(b) of the buyer's agreement, the promoter was entitled to interest @ 18% per annum compounded quarterly on the amount due as mentioned in the notice for possession from the due date till



date of the payment. The functions of the authority are to safeguard the interest of the aggrieved person, may be the allottee or the promoter. The rights of the parties are to be balanced and must be equitable. The promoter cannot be allowed to take undue advantage of his dominate position and to exploit the needs of the home buyers. This authority is duty bound to take into consideration the legislative intent i.e., to protect the interest of the consumers/allottees in the real estate sector. The clauses of the buyer's agreement entered into between the parties are one-sided, unfair and unreasonable with respect to the grant of interest for delayed possession. There are various other clauses in the buyer's agreement which give sweeping powers to the promoter to cancel the allotment and forfeit the amount paid. Thus, the terms and conditions of the buyer's agreement are ex-facie one-sided, unfair and unreasonable, and the same shall constitute the unfair trade practice on the part of the promoter. These types of discriminatory terms and conditions of the buyer's agreement will not be final and binding.

- 20. Consequently, as per website of the State Bank of India i.e., <u>https://sbi.co.in</u>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 14.09.2021 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.
- 21. Rate of interest equally chargeable to the allottee in case of default in payment:- 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;"
- 22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
- 23. On consideration of the documents available on record and submissions made by both the parties it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 05.12.2011 to hand over the possession within the stipulated period. In this case the complainant is the subsequent allottee and she stepped into the shoes of original allottee on 06.03.2013. The due date of possession comes out 05.12.2014. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. In the present case, the project Parkwood Westend is registered vide registration no. 16 of 2018 dated



19.01.208 which was valid upto 31.012.2019. However, the project is incomplete as on date. It needs extension under section 7.3 of the RERA Act. However, it has been stated at bar by the counsel for the respondent that they shall move the case for grant of funds under Swami fund from government of India. The project is complete upto 70% . since the project is incomplete, as such, the complainant is entitled delayed possession charges till handing over of possession after certificate from the competent authority. obtaining Accordingly, the non-compliance of the mandate contained in section 11(4)[a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at prescribed rate of the interest @ 9.30% p.a. w.e.f. 05.12.2014 till handing over possession of the unit after the receipt of occupation certificate. As per provisions of section 18(1) of the Act read with rule 15 of the Rules.

## H. Directions of the authority

- 24. 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 respondent is directed to pay interest at the prescribed rate of 9.30% p.a. for every month of delay on the amount paid by the complainant from the due date of possession i.e., 05.12.2014 till the handing over possession of the unit. The arrears of interest accrued so



far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the rules and thereafter monthly payment of interest till the offer of possession shall be paid on or before 10<sup>th</sup> of each subsequent month.

- ii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- iii. The respondent shall not charge anything from the complainant, which is not the part of the agreement, however, holding charges shall not be charged by the promoter at any point of time even after being part of agreement as per law settled by hon'ble Supreme Court in civil appeal no. 3864-3899/2020 decided on 14.12.2020.
- 25. Complaint stands disposed of.
- 26. File be consigned to registry.

(Samir Kumar)

Member (Vijay Kumar Goyal) Haryana Real Estate Regulatory Authority, Gurugram Date : 14.09.2021

Judgement uploaded in 30.11.2021.