

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

Complaint no. : 193 of 2021
First date of hearing: 23.02.2021
Date of decision : 19.08.2021

Rahul Arora

Both R/O: - E-72/2, Naraina Vihar, New Delhi

Complainant

Versus

Ansal Housing Limited

**Regd. office: - 606, 6th Floor, Indra Prakash,
21, Barakhamba Road, New Delhi -110001**

Respondent

CORAM:

Shri Samir Kumar
Shri Vijay Kumar Goyal

**Member
Member**

APPEARANCE:

Sh. Rishabh Kapoor
Sh. Chritarth Palli proxy for
Sh. Deepender Bangar

Advocate for the complainant

Advocate for the respondent

ORDER

1. The present complaint dated 19.01.2021 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

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

S.No.	Heads	Information
1.	Project name and location	"Ansal Height 86", Sector 86, Gurugram
2.	Project area	12.843 acres
3.	Nature of the project	Residential Project
4.	DTCP license no. and validity status	48 of 2011 dated 29.05.2011 valid till 28.05.2017
5.	Name of licensee	M/s Resolve Estate Pvt. Ltd.
6.	HRERA registered/ not registered	Not Registered
7.	Unit no.	C-1204, 12 th floor, Tower- C [As per page no. 26 of complaint]
8.	Unit measuring	1895 sq. ft. [As per page no. 26 of complaint]
9.	Date of execution of flat buyer's agreement	07.09.2012 [As per page no. 23 of complaint]
10.	Payment plan	Construction linked payment plan [As per page no. 39 of complaint]
11.	Total consideration	Rs.80,51,076.25 [As per page no. 62 of complaint]
12.	Total amount paid	Rs. 76,42,346/- [As per customer ledger dated 09.10.2019 on page no. 61 of complaint]
13.	Commencement of construction	01.10.2013 [As per page no. 62 of complaint]
14.	Due date of delivery of possession as per clause 31 of the said agreement i.e. 42	07.03.2016

	months from the date execution of agreement (07.09.2012) or from the date of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later + plus 6 months grace period in offering the possession of the unit. [As per page no. 31 of complaint]	[Calculated from the date of agreement i.e.; 07.09.2012, as no date for approval and sanction necessary or construction are placed on record] [Note: Grace period is not allowed]
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered
17.	Delay in handing over possession till date of order i.e.; 07.03.2016	5 years 5 months 12 days

B. Facts of the complaint

3. That the complainant booked a flat being C-1204 with the respondent in its Project namely, "Ansal Heights 86" at Sector 86, Gurgaon, for self-use for a total consideration of Rs 80,51,076.25/-. The complainant entered into a flat buyer's agreement dated 07.09.2012 with the respondent wherein the possession of the aforesaid flat was to be handed over to the complainant within a period of forty-two months from the date of the agreement, i.e. by 07.03.2016. The construction linked payment was supposed to be made as per the schedule therein.
4. That on the assurances of the respondent of timely completion and the demands raised by respondent as per the payment schedule, the complainant bonafidely paid the entire demanded amount of Rs 76,42,346/- till date and the balance amount is required to be paid on completion of flooring and handover of possession of the said flat. However, the possession of the aforesaid flat has not been offered till date.

5. That the cause of action has occurred on 07.03.2016 i.e., when the possession of the said flat was not handed over the complainant on the stipulated date of handing over of the possession. The cause of action has further arisen on 14.10.2019 when the respondent confirmed that the said flat is not complete, and possession is not ready. The default is continuing and recurring since the possession of the said flat has not handed over to the complainant nor has the amount deposited been refunded till date
6. That the respondent falsely claimed at the time of booking that the said project had already started/will start soon and the possession of the said flat would be handed over to the complainant much prior to the agreed period of 42 months from the date of entering into the buyer's agreement i.e.; 07.09.2012.
7. That the respondent further assured that it has already obtained the necessary permissions/sanctions from the competent authority for development, construction and marketing etc of the said project. It has now come to the knowledge of the complainant that the respondent did not have the requisite permissions/sanctions at the time of entering into the buyer's agreement with the complainant on 07.09.2012.
8. That a pre-printed buyer's agreement was first time shown to the complainant on 07.09.2012 when the agreement was sought to be signed and executed between the parties and the complainant had no knowledge of the contents of the same. It is submitted that they were also not given any time to go through the same or raise any objections or make any changes to the extremely one-sided terms and conditions mentioned therein.

9. That as per clause 31 of the agreement, the respondent would offer possession of the said flat within a period of 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. It is submitted that the latter part of the condition is highly prejudicial to the complainant as the obtaining of sanctions and approvals is the prerogative of the respondent and the delay in obtaining the same cannot be used to deny timely handover of possession to the complainant. The said clause further provided for a grace period of 6 months to the respondent over and above the period of 42 months in offering the possession of the said flat without providing any reasons for the providing the said grace period.
10. That additionally, clause 37 of the agreement fixes a liability on the respondent at mere Rs 5/- sq. ft. per month on super area of the said flat for any delay in offering possession of the said flat to the complainant as mentioned under clause 31 of the agreement. On the other hand, clause 24 of the agreement fastens a liability at the rate of 24% per annum, compounded quarterly on the complainant for any delay in payment of any amount, due and payable to the respondent. Furthermore, it provides that no interest would be payable by respondent on any installment paid early/before its due date by the complainant. A bare perusal of the aforesaid provisions makes it clear that the said agreement is drafted by the respondent being in a position of authority and is one-sided and prejudicial

to the interests of the complainant and the said provisions of the Agreement are liable to be set aside and not given effect to.

11. That the complainant on the basis of the construction-linked payment schedule under the agreement and upon the demands raised by respondent, the complainant promptly and bonafidely paid the entire demanded amount of Rs.76,42,346/- till date and the balance amount is required to be paid on completion of flooring and handover of possession of the said flat, which stage of construction has admittedly not reached.
12. That the complainant applied, and were granted, a loan of Rs.26,00,000/- for the purchase of the said flat at 10.15% per annum vide a loan agreement dated 20.01.2015. It is submitted that the complainant has paid and continue to pay high interest on the loan taken for the said flat but have still not received the possession of the said flat.
13. That the respondent, under the agreement, had promised to handover the possession of the said flat to the complainant by 07.03.2016. However, the construction of the said flat and other common amenities in the said project are far from complete and admittedly even the completion of flooring is not completed. Upon the inspection of the said project, the complainant has learnt that the construction of the said project is at a complete standstill and no substantial construction has been carried out in the past few years.
14. That the respondent, apart from making false assurances, excuses and revised unmet timelines of completion of the said project, has not provided any substantial reasons for the delay in handing over of the possession of the said flat. It is submitted that the handover of possession of the said flat is

overdue by around 5 years already, with the prospects of completion of the said project not in near sight.

15. That the complainant has, from time to time, sought details regarding completion and occupancy certificates from the respondent but have only received evasive replies.
16. That various actions and omissions on the part of the respondent amount to unfair trade practices under the Act of 2016, as it has not provided any information with regards to the said flat/said project relating including sanctions, occupancy certificate etc under sections 11 and 19 of the Act. Moreover, the respondent has failed to get the said project registered under section 7 of Act.

C. Relief sought by the complainant:

17. The complainant has sought following relief(s):
 - i. Direct the respondent to handover the possession of the said flat to the complainant, complete in all respects, in a time bound manner.
 - ii. Direct the respondent to pay delayed possession charges at the prescribed rate of interest to the complainant in terms of section 18(1) of the RERA, 2016 from the stipulated date of handing over of possession of the said flat till the date of handover of possession;
 - iii. Impose penalty or interest under Section 38(1) of the RERA, 2016 for the various contraventions made by the respondent.

18. 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

19. The respondent has filed and has contested the complaint on the following grounds.

- i. That the present complaint is neither maintainable nor tenable by both law and facts. It is submitted that the present complaint is not maintainable before this authority. The complainant has filed the present complaint seeking interest and compensation. It is respectfully submitted that complaint pertaining to interest, compensation and refund are to be decided by the adjudicating officer under Section 71 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act" for short) read with Rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017, (hereinafter referred to as "the Rules") and not by this authority. The present complaint is liable to be dismissed on this ground alone.
- ii. That even otherwise, the complainant has no locus-standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions the Act as well as an incorrect understanding of the terms and conditions of the allotment letter/ buyer's agreement dated 07.09.2012, which is evidentiary from the submissions made in the following paragraphs of the present reply.



- iii. That the respondent is a public limited company registered under the Companies Act, 1956 having its registered office at 606, Indraprakash, 21 Barakhamba Road, New Delhi-110001. The present reply is being filed by the respondent through its duly authorized representative named Mr. Vaibhav Chaudhary whose authority letter is attached herewith. The above said project is related to licence no.48 of 2011 dated 29.05.2011 received from DTCP, Chandigarh.
- iv. That the complainant approached the respondent in the year 2012 for the purchase of 3 BHK Flat bearing unit no.C-1204, tower-C in residential project "Ansals Heights 86", Sector-86, Gurugram, Haryana. It is submitted that complainant prior to approaching the respondent had conducted extensive and independent inquiries regarding the project and it was only after the complainant was being fully satisfied with regard to all aspects of the project, including but limited to the capacity of the respondent to undertake development of the same and the complainant took an independent and informed decision to purchase the unit, uninfluenced in any manner.
- v. That it is pertinent to mention here that despite there being a number of defaulters in the project, the respondent itself infused funds into the project and has diligently developed the project in question. It is also submitted that the construction work of the project is swing on full mode and the work will be completed within prescribed time period as given by the respondent to the authority.

- vi. That without prejudice to the aforesaid and the rights of the respondent, it is submitted that the respondent would have handed over the possession to the complainant within time had there been no force majeure circumstances beyond the control of the respondent, there had been several circumstances which were absolutely beyond and out of control of the respondent such as orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble Punjab & Haryana High Court duly passed in Civil Writ Petition No.20032 of 2008 through which the shucking /extraction of water was banned which is the backbone of construction process, simultaneously orders at different dates passed by the Hon'ble National Green Tribunal thereby restraining the excavation work causing Air Quality Index being worst, may be harmful to the public at large without admitting any liability. Apart from these the demonetization is also one of the main factors to delay in giving possession to the home buyers as demonetization caused abrupt stoppage of work in many projects. The sudden restriction on withdrawals led the respondent unable to cope with the labour pressure. However, the respondent is carrying its business in letter and spirit of the builder buyer agreement as well as in compliance of other local bodies of Haryana Government.
- vii. That the respondent is carrying his business in letter and spirit of the builder buyer agreement but due to COVID 19 the lockdown was imposed throughout the country in March, 2020 which badly affected the construction and consequently respondent was not able to handover the possession on time as the same was beyond the control of the respondent.

- viii. That the present complaint filed by the complaint, who himself allegedly claiming the allottee, therefore, the complainant is not entitled to have any relief which this authority in terms of Act of 2016 which provides that

"Rights and Duties of Allottee"

Though the Act is pro-consumer, yet it has struck a balance by specifying the duties of the Allottee. Allottee who do not pay their instalments, maintenance dues in time will also be subjected to the rigours of this Act.

Every allottee, who has entered into an agreement for sale totake an apartment, plot or building as the case may be, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

- ix. That it is submitted that the complaint is not maintainable or tenable under the eyes of law as the complainant has not approached this authority with clean hands and has not disclosed the true and material facts relates to this case of complaint. The complainant, thus, has approached the authority with unclean hands and also has suppressed and concealed the material facts and proceedings which have direct bearing on the very maintainability of purported complaint and if there had been disclosure of these material facts and proceedings the question of entertaining the present complaint would have not arising in view of the case law titled as ***S.P. Chengalvaraya Naidu Vs. Jagan Nath*** reported in 1994 (1) SCC Page-1 in which the Hon'ble Apex Court of the land opined that non-disclosure of material facts and documents amounts to a fraud on not only the opposite party, but also upon the authority and subsequently the same view was taken by even Hon'ble National Commission in case titled as Tata Motors if required, assisting the authority in deciding the present complaint at the later stage.

- x. That it is submitted that several allottee, have defaulted in timely remittance of payment of instalment which was an essential, crucial and an indispensable requirement for conceptualization and development of the project in question. Furthermore, when the proposed allottee defaulted in their payment as per schedule agreed upon, the failure has a cascading effecting on the operation and the cost for proper execution of the project increase exponentially whereas enormous business losses befall upon the respondent. The respondent, despite default of several allottee has diligently and earnest pursued the development of the project in question and has constructed the project in question as expeditiously as possible.
- xi. That the Central Government levied such taxes, which are still beyond the control of the respondent, it is specifically mentioned in clause 7 & 8 of the buyer's agreement, vide which complainant were agreed to pay in addition to basic sale price of the said unit he/she/they is/are liable to pay EDC, IDC together with all the applicable interest, incidental and other charges inclusive of all interest on the requisite bank guarantees for EDC. IDC or any other statutory demand etc. The complainant further agreed to pay his proportionate share in any future enhancement/additional demand raised by authorities for these charges even if such additional demand raise after sale deed has been executed.
20. 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 complainants

E. Jurisdiction of the authority

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

21. 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

The 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)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated..... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

22. 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. Findings on the objections raised by the respondent

F.I Objection regarding delayed payments, demonetization, COVID 19 and various ban by NGT.

23. An objection has been taken in the written reply that the complainant failed to make regular payments as and when demanded. So, it led to delay in completing the project. The respondent had to arrange funds from outside for continuing the project. However, the plea advanced in this regard is devoid of merit. A perusal of statement of accounts dated 09.10.2019 on page 59 to 61 of complaint shows otherwise. Moreover, as per clause 31 of buyer's agreement, the due date of possession comes to 07.03.2016 and the events such as NGT orders barring extractions of water (June & July 2012), demonetization (08.11.2016) and lockdown due to COVID-19 outbreak (March 2020) were either before execution of agreement between the parties or after the due date of possession. So, no benefit of either of these circumstances can be given to the respondent.

G. Findings on the reliefs sought by the complainant

Relief sought by the complainant:

- i. Direct the respondent to handover the possession of the said flat to the complainant, complete in all respects, in a time bound manner.
- ii. Direct the respondent to pay delayed possession charges at the prescribed rate of interest to the complainant in terms of section 18(1) of the RERA, 2016 from the stipulated date of handing over of possession of the said flat till the date of handover of possession.

G.I Direct the respondent to pay delayed possession charges at the prescribed rate of interest to the complainant in terms of section 18(1) of the RERA, 2016 from the stipulated date of handing over of possession of the said flat till the date of handover of possession.

24. 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."

25. Clause 31 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

"31. POSSESSION

Time of handing over the possession

The developer shall offer possession of the unit anytime, within a period of 42 months from the date of execution of agreement or within 48 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 the dues by the buyer and subject to force majeure circumstances as described in clause 32. 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."

26. As per clause 31 of buyer's agreement, the respondent-promoter has proposed to handover the possession of the subject apartment within a period of 42 months from the execution of the agreement or the date of approval of and sanctions necessary for commencement of construction, whichever is later subject to timely payment by the buyer(s) and subject to force majeure circumstances. The authority observes that, the respondent has misused its powers and stated an ambiguous clause where, possession is subject to various approvals and sanctions. This practice is not admissible. There must be specific description as to from what or which approval period of due date of possession is to be calculated. Moreover, the buyer's agreement was executed on 07.09.2012 whereas construction commenced on 01.10.2013. No date of any approval such building plan approvals and environment clearance have been placed on record either by the complainant or by the respondent. Mere starting of construction does not fulfil the criteria specified under clause 31, as there is no fact that can prove that construction started as and when required sanctions or approvals were obtained. Therefore, the due date of possession is calculated from the date of agreement between the parties i.e.; 07.09.2012 which comes out be 07.03.2016.
27. **Admissibility of grace period:** The promoter has proposed to hand over possession of the apartment by 07.03.2016 and further provided in agreement that it shall be entitled to a grace period of 6 months. Such grace

period of 6 months is prescribed for offer of possession to the allottee(s). As a matter of fact, the promoter has not obtained the occupation certificate till now and thus, no offer of possession could be made. As per the settled law, one cannot be allowed to take advantage of his own wrong. Accordingly, this grace period of 6 months cannot be allowed to the promoter at this stage.

28. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges at the prescribed rate. 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.

29. 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.

30. 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., 19.08.2021

is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.

31. 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;"*

32. 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.

33. On consideration of the documents available on record and submissions made by both the parties 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 31 of the agreement executed between the parties on 07.09.2012, the possession of the subject apartment was to be delivered within stipulated time i.e., by 07.03.2016. As far as grace

period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 07.03.2016. The respondent has failed to handover possession of the subject apartment till date of this order. 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 allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 07.03.2016 till the handing over of the possession after obtaining occupation certificate, at prescribed rate i.e., 9.30 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

H. Directions of the authority

34. 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 from the due date of possession i.e., 07.03.2016 till the date of handing over possession after obtaining occupation certificate, as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- ii. The arrears of such interest accrued from 07.03.2016 till the date of order by the authority shall be paid by the promoter to the allottee within

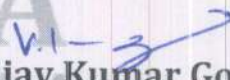
a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules.

- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. 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 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 complainant which is not the part of the agreement.

35. Complaint stands disposed of.

36. File be consigned to registry.


(Samir Kumar)
Member


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.08.2021

JUDGEMENT UPLOADED ON 14.12.2021