



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

Complaint no. : 4867 of 2020
First date of hearing: 23.02.2021
Date of decision : 24.09.2021

Vikas lal

R/O: - A-25, Sector – 17, Noida -201301, Gautam
Buddha Nagar, U.P.

Complainant

Versus

1. Ansal Housing Limited

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

2. Samyak Projects Pvt. Ltd.

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

Also at - 111, 1st Floor, Antriksh Bhawan, 22, K.G.
Marg, New Delhi - 110001

Respondents

CORAM:

Shri Samir Kumar
Shri Vijay Kumar Goyal

Member
Member

APPEARANCE:

Shri Aniruddha
None

Advocate for the complainant
Advocate for the respondents

ORDER

1. The present complaint dated 29.12.2020 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 Heights", Sector 92, Gurugram.
2.	Project area	10.563 acres
3.	Nature of the project	Residential project
4.	DTCP license no. and validity status	76 of 2010 dated 01.10.2010 valid till 30.09.2020
5.	Name of licensee	Jsg builders pvt. ltd. and others
6.	HRERA registered/ not registered	Not Registered
7.	Unit no.	D - 706 [Page 21 of complaint]
8.	Unit measuring	1320 sq. ft. [Page 21 of complaint]
9.	Date of execution of buyer's agreement	11.04.2012 [Page 18 of complaint]
10.	Payment plan	Construction linked payment plan [Page 35 of complaint]
11.	Total consideration	Rs.40,18,200.00 /- [As per payment plan on page no. 35 of the complaint]
12.	Total amount paid	Rs.4,110,732.82/-

		[As statement of accounts on page no. 62 of the complaint]
13.	Due date of delivery of possession as per clause 29 of the said agreement i.e. 36 months from the date of execution of agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is alter subject to timely payment of all the dues by buyer and subject to force majeure circumstances as described in clause 30 [Page 27 of complaint]	11.04.2015 [Calculated from date of execution of agreement i.e.; 11.04.2012] [Note: Grace period is not allowed]
14.	Occupation Certificate	Not obtained
15.	Offer of possession	Not offered
16.	Delay in handing over possession till 24.09.2021 i.e. till date of order	6 years 5 months and 13 days

B. Facts of the complaint

3. That the complainant has made a total payment of **Rs. 41,10,732/-** through itself. It has been more than **Eight** years from the date of the booking of the flat and an excessive delay of more than **5 Years** from the date of agreed possession. Consequently, the complainant wants the earliest possession of its flat alongwith the applicable rate of interest for the delayed period from the Respondent No.1 & Respondent No. 2.
4. That the respondent (s) have issued various demand letter on different dates for realizing the due amount with additional interest and on the date 23.05.2014, it has issued a letter for demanding the net payable

amount of Rs. 5048.18/- (4885.02+163.16) to which the complainant opposed through a mails dated 23rd May 2014 on the same date that the demand of interest is incorrect as the respondent No.1 was not raising the demand correctly, so the complainant is not liable for the same but no response received after that. The demand letters and the mail communication dated 23rd May 2014 related incorrect demands. That it is very pertinent to mention that the respondent(s) have made inordinate delay of more than five years.

5. That the Respondent No.1 issued a letter dated 14.03.2018 titled as '**offer of possession for fit out in Ansal Heights, Sector 91, Gurgaon, Haryana**'. However, on going through the contents of the said letter, the complainant was shocked when it was revealed that the Respondent No.1 has only applied for the OC at that time and it has not received any **occupancy certificate** for the above said project and at this stage the respondent No.1 was asking for clearance of the final payment by issuing Offer of possession which was promised to be made only after obtaining the OC at the time of final possession only. Further, the complainant was also shocked to see that in the final account of statement attached with the offer of possession, the respondent (s) have added exorbitant charges relating to external electrification charges to the tune of Rs.1,78,200/-, STP charges to the tune of Rs. 39,600/-, power backup charges to the tune of Rs. 50,000/- and electric meter cost charges to the tune of Rs. 10,000/- and in access of that it also added an interest bearing maintenance security deposit of Rs. 99,000/- even without handing over physical

possession which have no basis under the agreement entered into between the parties. The letter of offer of possession with final statement of account showing the exorbitant charges.

6. That it is very important to state here that the complainant is a law abiding citizen and a consumer which has been cheated by the malpractices adopted by the respondent No.1 being a developer and promoter of real estate since long time. Based on the advertisement, complainant showed interest in purchasing a service apartment in project "**ANSAL HEIGHTS**", Sector 92, village Wazirpur, Gurugram, Haryana and being developed by M/s Ansal Housing Limited & M/s Samyak Projects Private Limited. That the delay of more than five years have been made from the time of possession promised. That sections 35, 37 and 38(2) have the direct consequence in the case.

C. Relief claimed by complainant

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s):

- a. Earliest possession of the flat along with delay penalty at applicable rate as per HRERA till date of physical possession of the unit with occupancy certificate / completion certificate; and
- b. Direct the respondent (s) not to issue any demand to the complainant till the date of possession with proper occupancy certificate; and
- c. Direct the respondent(s) to remove the exorbitant charges which were not agreed at the time of execution of agreement and issue a proper demand letter with final offer of possession after receiving occupancy certificate from the competent authority; and

- d. Direct the respondent(s) to remove the maintenance charges included wrongly in the demand letters as it was only to be charged after physical possession with proper OC/CC.

D. Reply by the respondents

1. That the respondents have 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 hon'ble 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 hon'ble authority. The present complaint is liable to be dismissed on this ground alone.
 - ii. That even otherwise, the complainants have no locus-standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the allotment letter/buyer's agreement dated 11.04.2012, which is evidentiary from the submissions made in the following paragraphs of the present reply.

- iii. That the respondents are 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 respondents through its duly authorized representative named Mr. Vaibhav Chaudhary whose authority letter is attached herewith. the above said project is related to licence No.76 of 2010 dated 01-10.2010 received from DTCP, Chandigarh.
- iv. It is submitted that complainants prior to approaching the respondents had conducted extensive and independent inquiries regarding the project and it was only after the complainants were being fully satisfied with regard to all aspects of the project, including but limited to the capacity of the respondents to undertake development of the same and the complainants took an independent and informed decision to purchase the unit, uninfluenced in any manner.
- v. It is pertinent to mention here that despite there being a number of defaulters in the project, the respondents 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 respondents to the authority.
- vi. That without prejudice to the aforesaid and the rights of the respondents, it is submitted that the respondents would have handed over the possession to the complainants within time had there been no force majeure circumstances beyond the control

of the respondents, there had been several circumstances which were absolutely beyond and out of control of the respondents 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 factor 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 respondents unable to cope with the labour pressure. however, the respondents 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 respondents are 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 respondents was not able to handover the possession on time as the same was beyond the control of the respondents.
- viii. That the present complaint filed by the complaint, who himself allegedly claiming the allottee, therefore, the complainants are not entitled to have any relief which this hon'ble authority in

terms of RERA Act, 2016 which provides rights and duties of allottees. Though the Act is pro-consumer, yet it has struck a balance by specifying the duties of the Allottees. Allottees who do not pay their instalments, maintenance dues in time will also be subjected to the rigour of this Act. Every allottee, who has entered into an agreement for sale to take 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 complainants has not approached this hon'ble authority with clean hands and has not disclosed the true and material facts relates to this case of complaint. The complainants, thus, has approached the Hon'ble 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 hon'ble

authority and subsequently the same view was taken by even Hon'ble National Commission in case titled as Tata Motors Vs. Baba Huzoor Maharaj bearing RP No.2562 of 2012 decided on 25.09.2013.

- x. That without admitting or acknowledging the truth or legality of the allegations advanced by the complainants and without prejudice to the contentions of the respondents, it is respectfully submitted that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. It is further submitted that merely because the Act applies to ongoing projects which registered with the authority, the Act cannot be said to be operating retrospectively. The provisions of the Act relied upon by the complainants seeking refund, interest and compensation cannot be called into aid in derogation and ignorance of the provisions of the builder buyer's agreement. It is further submitted that the interest for the alleged delay demanded by the complainants are beyond the scope of the buyer's agreement. The complainants cannot demand any interest or compensation beyond the terms and conditions incorporated in the builder buyer's agreement. However, in view of the law as laid down by the Hon'ble Bombay High court in case titled as Neelkamal Realtors Suburban Pvt. Ltd. Vs. Union of India published in 2018(1) RCR (C) 298, the liberty to the promoter/developer has been given U/s 4 to intimate fresh date of offer of possession while complying the provision of Section 3 of RERA Act as it was opined that the said

Act named RERA is having prospective effect instead of retrospective.

- xi. That it is also a conceded and admitted fact that the project pertaining to the present complaint has not yet been registered with RERA and as such the hon'ble authority lacks jurisdiction to entertain the present complaint.
- xii. That the respondents reserves its right to file additional reply and documents, if required, assisting the hon'ble authority in deciding the present complaint at the later stage.
- xiii. That it is submitted that several allottees, 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 allottees 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 respondents. The respondents, despite default of several allottees has diligently and earnest pursued the development of the project in question and has constructed the project in question as expeditiously as possible.
- xiv. The central government levied such taxes, which are still beyond the control of the respondents, it is specifically mentioned in clause 7 & 8 of the builder buyer's agreement, vide which complainants 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 complainants 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.

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

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

8. 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

9. The Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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 allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

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 allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. 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 complainants at a later stage.

F. Findings on the objections raised by the respondents

F.I Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act

11. Another contention of the respondents are that authority is deprived of the jurisdiction to go into the interpretation of, or rights of the parties

inter-se in accordance with the apartment buyer's agreement executed between the parties and no agreement for sale as referred to under the provisions of the Act or the said rules has been executed inter se parties. The authority is of the view that the Act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)** which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter....."

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having

retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

12. Also, in appeal no. 173 of 2019 titled as ***Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya***, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

13. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any

other Act, rules, statutes, instructions, directions issued thereunder and are not unreasonable or exorbitant in nature.

F.II Objections regarding force majeure conditions such as water extraction, NGT and COVID-19

14. The respondents-promoters raised the contention that the construction of the project was delayed due to force majeure conditions such as ban on water extraction, NGT orders and Covid-19 but all pleas advanced in this regard are devoid of merit. Various orders passed by different authorities were for short duration. There has been no order continuously barring the construction of the project. And also it is pertinent to mention here that lockdown due to Covid-19 outbreak falls much later than the promised due date of possession. Thus, the respondents-promoters cannot be given any leniency on basis of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief claimed by the complainant

The below mentioned findings are related to these two reliefs:-

(I) Direct the respondent(s) not to issue any demand to the complainant till the date of possession of the unit with proper occupancy certificate

(II) Direct the respondent(s) to remove the exorbitant charges which were not agreed at the time of execution of agreement and issue a proper demand letter with final offer of possession after receiving occupancy certificate from the competent authority.

15. The authority observes that the respondent(s)/builder(s) have not yet obtained occupation certificate of the project in which the allotted unit of the complainant is located. So, without getting occupation certificate, the builder(s)/respondent(s) are not competent to issue any intimation regarding prepossession formalities. It is well settled that for a valid offer of possession there are three pre-requisites Firstly, it should be after receiving occupation certificate; Secondly, the subject unit should be in habitable condition and thirdly, the offer must not be accompanied with any unreasonable demand. But while issuing intimation regarding prepossession on 14.03.2018, the builder has neither obtained occupation certificate. Hence, the intimation regarding prepossession formalities offered by respondent(s) promoter(s) on 14.03.2018 is not a valid or lawful offer of possession.

16. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges/delay penalty charges. The 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.

17. 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.

18. 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., 24.09.2021 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.

19. 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;"*

20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 9.30% by the respondents/promoters which is the same as is being granted to the complainant in case of delayed possession charges.
21. 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 respondents are 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 29 of the agreement executed between the parties on 11.04.2012, the possession of the subject apartment was to be delivered within stipulated time i.e., by 11.04.2015. 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 11.04.2015. The respondents have failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondents/promoters 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 respondents are established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 11.04.2015 till the handing over of the possession, 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

22. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondents 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., 11.04.2015 till the date of handing over possession, 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 11.04.2015 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 respondents/promoters 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 respondents shall not charge anything from the complainant which is not the part of the agreement.

23. Complaint stands disposed of.

24. File be consigned to registry.

(Samir Kumar)
Member

(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.09.2021

Judgement uploaded on 20.12.2021