

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

Complaint no. : 2506 of 2020
First date of hearing: 08.10.2020
Date of decision : 08.03.2022

Navjot Kaur
R/O:- WZ-149-A, 2nd Floor,
Street No.5, Virender Nagar, New Delhi

Complainant

Versus

Perfect Buildwell Pvt. Ltd.
Regd. Office at:- D-64, Defence Colony,
New Delhi-110024

Respondent

CORAM:

Shri KK Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Shri Harpal Singh
Shri Rakshith Srivastava

Complainant in person

Advocate for the respondent

ORDER

1. The present complaint dated 24.08.2020 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.	Name and location of the project	"Zara Aavaas" at sector 104, Gurugram
2.	Nature of the project	Affordable group housing colony
3.	Project area	5 acres
4.	DTCP license no.	12 of 2014 issued on 10.06.2014 valid up to 09.12.2019
5.	Name of licensee	Perfect Buildwell Pvt. Ltd.
6.	RERA Registered/ not registered	Registered vide no. 152 of 2017 dated 28.08.2017
7.	Unit no.	19054 on 09 th floor of tower 19 [page no. 18 of complaint]
8.	Unit measuring	735 sq. ft. (Carpet Area-635 sq. ft.+ Balcony area-100 sq. ft.) [as per page no. 18 of complaint]

9.	Date of execution of Flat buyer's agreement	01.03.2016 [page no. 15 of complaint]
10.	Date of environment clearance	09.03.2015 [as per page no. 3 of reply]
11.	Date of approval of Building Plan	08.12.2014 [as per page no. 3 of reply]
12.	Possession Clause	<p>3. Possession</p> <p>3.1 Unless a longer period is permitted by the DGTCP or in the Policy and subject to the force majeure circumstances as stated in Clause 16 hereof, intervention of statutory authorities, receipt of occupation certificate and timely compliance by the Apartment Buyer(s) of all his/her/ their obligations, formalities and documentation as prescribed by the Developer from time to time and not being in default under any part of this Agreement, including but not limited to timely payment of instalments of the Total Cost and other charges as per the Payment Plan, stamp duty and registration charges, the Developer proposes to offer possession of the Said Apartment to the Apartment Buyer(s) within 4 (four) years from the date of approval of building plans or grant of environment clearance, whichever is later. The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in</p>

		compliance of order of any Judicial/concerned State Legislative Body.
13.	Total consideration	Rs. 26,94,410/- [as per the statement of account dated 16.12.2019 on page no. 60 of complaint]
14.	Total amount paid by the complainant	Rs. 26,29.660/- [as per the statement of account dated 16.12.2019 on page no. 60 of complaint]
15.	Due date of delivery of possession as per clause 3	09.03.2019 [calculated from the date of environment clearance i.e., 09.03.2015]
16.	Offer of possession	24.01.2020 [as per annexure R3 of reply]
17.	Occupation certificate	04.12.2019 [as per annexure R1 of reply]
18.	Possession certificate	31.08.2020 [as per page no.24 of rejoinder]

B. Facts of the complaint

- That the complainant has alleged that he booked a unit no. 19054 in a project license no. 12 of 2017 dated 10.06.2014. The environment clearance for the project was obtained on 09.03.2015 and the building plans were approved on 08.12.2014.
- That as per clause 3.1, the possession of the booked unit was to be provided within 4 years from the date of approval of building plan or grant of environment clearance. Thus, the

due date comes to be 09.03.2019 calculated from the date of environment clearance (09.03.2015).

C. Relief sought by the complainant:

5. The complainant has sought the following relief:

- (i) Direct the respondent to handover the physical possession of the apartment as all the payments demanded by the complainant has been paid.
- (ii) Direct the respondent to provide interest at the rate of 15% p.a. for the delay period starting March 2019 till date.
- (iii) Direct the respondent to construct side road of 9 meter and peripheral road of 6 meter in front, if commercial i.e., adjacent to Dhanwapur road.
- (iv) Direct the respondent to provide boundary wall at all side, commercial should be part of project and within boundary wall.

6. On the date of hearing, the authority explained to the respondent/promoter about the contraventions 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.

7. That the complaint is neither maintainable nor tenable before this hon'ble authority and is liable to be out rightly dismissed.
8. That there is no cause of action to file the present complaint.
9. That the complaint has no locus standi to file the present complaint.
10. That this hon'ble authority does not have the jurisdiction to decide the matter wherein compensation has been sought or imaginary interest as claimed by the complainant.
11. That the complaint is not maintainable for the reason that the apartment buyer's agreement contains an arbitration clause which refers to dispute resolution mechanism to be adopted by parties in the event of any dispute i.e., clause 24 of apartment buyer agreement.
12. That the complainant has not approached this hon'ble authority with clean hands and has intentionally suppressed and concealed the material facts in the present complaint. The present complaint has been filed maliciously with an ulterior motive and it is nothing but a sheer abuse of the process of law.

13. That the respondent being a customer-oriented company not only completed the construction of the tower in which the unit allotted was located but also obtained the occupation certificate dated 04.12.2019. Respondent even offered the possession of the allotted unit to the complainant on 16.12.2019 upon receipt of occupation certificate and wherein she has asked to pay the remaining sale consideration and complete the documents formalities.
14. That the building plans were approved on 08.12.2014 and environment clearance was obtained on 09.03.2015. Possession was to be offered by 09.03.2019, but due to delay at the end of DTCP in formation of policy for extension/renewal of license of affordable housing projects in Haryana the grant of occupation certificate got delayed. Upon extension/renewal of the license the occupation certificate duly granted by DTCP on 04.12.2019. Hence, the respondent had offered the possession well within the period contemplated in the agreement.
15. That the complainant herself delayed/defaulted in taking over the possession of the unit and in completing the

documentation formalities. Finally, the complainant has taken over the possession of the unit on 31.08.2020. Furthermore, the complainant also submitted an affidavit cum undertaking wherein she has admitted and acknowledged in clause 2 that possession was offered to her on 16.12.2019.

E. Rejoinder on behalf of complainant

16. That though there is arbitration clause in the agreement but the apex court in the case of M/S Emaar MGF Land Limited v/s Aftab Singh allowed home buyer to approach Rera or consumer court even if there is arbitration clause in the agreement.
17. That the respondent had issued offer of possession dated 24.01.2020 along with statement of account dated 16.12.2020. Further, on 31.01.2020 the complainant visited the office of respondent and after adjustment of wrongly charged amount of VAT, service tax, etc had paid the final amount by cheque which was got cleared.
18. That vide an application dated 02.02.2020 the complainant brought to the notice of the builder about the wrong clause mentioned in maintenance and possession document and

requested builder to give the complainant physical possession and requested it to allow her to sign the document with objection mentioned so it can be rectified.

19. That complainant had regularly approached the builder through phone and various emails dated 15.02.2020, 18.02.2020, 29.02.2020, 04.03.2020, 07.03.2020, 19.02.2020. and finally, complainant approached the STP Gurugram vide letter dated 19.02.2020.
20. That STP Gurugram called the meeting of builder and buyer on 13.03.2020 and directed builder to rectify the document and give possession at the earliest.
21. That the builder on 13.05.2020 shared revised document. Further, the complainant visited the office of the builder to sign the document and requested it to amend the date of document to current date, but the builder denied for the same.
22. That the builder in the month of August has agreed that the complainant can sign the document with current date under the signature i.e., 02.08.2020.
23. That the respondent failed to give possession of the unit even after full payment in January 2020.

F. Jurisdiction of the authority

24. The respondent has raised objection regarding jurisdiction of authority to entertain the present complaint and the said objection stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F. I Territorial jurisdiction

25. 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.

F. II Subject matter jurisdiction

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

27. 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.

G. Findings on the objections raised by the respondent.

G.I Objection regarding complainant is in breach of agreement for non-invocation of arbitration

28. The respondent submitted that the complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any

dispute and the same is reproduced below for the ready reference:

"24. Dispute Resolution by Arbitration

"All or any disputes arising out or touching upon in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the director/authorized representative of the developer, whose decision shall be final and binding upon the parties, and the apartment buyers hereby confirms that he/she/they shall have no objection to the appointment. The arbitration shall be governed by Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at a location designated by the sole arbitrator in Gurgaon alone. The costs of arbitration shall initially be paid by the claimant, but the arbitrator shall be free to apportion the costs in award. The language of the arbitration proceedings and the award shall be in English only. Decision of the arbitration shall be binding on both the parties."

29. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear.

Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in *National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506*, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause.

30. Further, in *Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainant and builder could not circumscribe the jurisdiction of a consumer. The relevant paras are reproduced below:

"49. Support to the above view is also lent by Section 79 of the recently enacted Real Estate (Regulation and Development)

Act, 2016 (for short "the Real Estate Act"). Section 79 of the said Act reads as follows:-

"79. Bar of jurisdiction - No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act."


It can thus, be seen that the said provision expressly ousts the jurisdiction of the Civil Court in respect of any matter which the Real Estate Regulatory Authority, established under Sub-section (1) of Section 20 or the Adjudicating Officer, appointed under Sub-section (1) of Section 71 or the Real Estate Appellate Tribunal established under Section 43 of the Real Estate Act, is empowered to determine. Hence, in view of the binding dictum of the Hon'ble Supreme Court in A. Ayyaswamy (supra), the matters/disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which, to a large extent, are similar to the disputes falling for resolution under the Consumer Act.

...

56. Consequently, we unhesitatingly reject the arguments on behalf of the Builder and hold that an Arbitration Clause in the afore-stated kind of Agreements between the Complainant and the Builder cannot circumscribe the jurisdiction of a Consumer Fora, notwithstanding the amendments made to Section 8 of the Arbitration Act."

31. While considering the issue of maintainability of a complaint before a consumer forum/commission in the face of an existing arbitration clause in the builder buyer agreement, the Hon'ble Supreme Court in case titled as **M/s Emaar MGF Land Ltd. V. Aftab Singh** in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018 has upheld the aforesaid judgement of

NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. The relevant para of the judgement passed by the Supreme Court is reproduced below:



"25. This Court in the series of judgments as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration Act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection Act on the strength an arbitration agreement by Act, 1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainant has also been explained in Section 2(c) of the Act. The remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."

32. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainant is well within right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority

has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily. In the light of the above-mentioned reasons, the authority is of the view that the objection of the respondent stands rejected.

H. Findings on the relief sought by the complainant.

Relief sought by the complainant: The complainant had sought following relief(s):

H.I Direct the respondent to handover the physical possession of the apartment as all the payments demanded by the complainant has been paid.

40. The complainant has already taken over the possession of the allotted unit and the same is evident from the possession certificate dated 31.08.2020 on page no. 24 of rejoinder filed by her so, accordingly this issue becomes redundant.

H.II Direct the respondent to provide interest at the rate of 15% p.a. for the delay period starting March 2019 till date.

41. 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."

42. Clause 3 of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"Clause 3.1- Unless a longer period is permitted by DGTCP or in the policy and subject to the force majeure circumstances as stated in clause 16 hereof, intervention of statutory authorities, receipt of occupation certificate and timely compliance by the apartment buyer of his/her/their obligations, formalities and documentation as prescribed by the developer from time to time and not being in default under any part of this agreement, including but not limited to timely payment of instalments of the total cost and other charges as per payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the apartment buyer(s) within 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. The aforesaid period of development shall be computed by excluding Sundays, bank holidays, Enforced Govt. holidays and the days of cessation of work at site in compliance of order of any judicial/concerned state legislative body.

43. At the inception it is relevant to comment on the pre-set possession clause of the flat buyer's agreement wherein the possession has been subjected to in numerous terms and conditions, force majeure circumstances and in numerous terms and conditions. The drafting of this clause is not only vague but so heavily loaded in favour of the promoter that even a single default by the allottee in fulfilling obligations, 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.

44. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builders/promoters and buyers/allottee are protected candidly. The apartment buyer's agreement lays down the terms that govern the sale of different kinds of properties like residential, commercials etc. between the buyer and builder. It is in the interest of both the parties to have a well-drafted apartment buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate

event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the apartment, plot or building, as the case may be and the right of the buyer/allottee in case of delay in possession of the unit. In pre-RERA period it was a general practice among the promoters/developers to invariably draft the terms of the apartment buyer's agreement in a manner that benefited only the promoters/developers. It had arbitrary, unilateral, and unclear clauses that either blatantly favoured the promoters/developers or gave them the benefit of doubt because of the total absence of clarity over the matter.

45. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the rate of 15% p.a. however, 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.

46. 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.
47. 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., 08.03.2022 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30% per annum.

48. 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;"*

49. 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 delay possession charges.

H.III. Direct the respondent to construct side road of 9 meter and peripheral road of 6 meter in front, if commercial i.e., adjacent to Dhanwapur road.

H. IV. Direct the respondent to provide boundary at all side, commercial should be part of project and within boundary wall.

49. The complainant has submitted at bar that for this matter, she has already approached STP Gurugram, accordingly, therefore this relief is not pressed by her during the course of arguments. Hence, the authority has not returned any finding w.r.t. to the above-mentioned relief.

50. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions 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 apartment buyer's agreement executed between the parties on 01.03.2016, the possession of the booked unit was to be delivered within 4 years from the date of approval of building plan (08.12.2014) or grant of environment clearance (09.03.2015), whichever is later. The due date of handing over of possession is calculated from grant of environment clearances i.e., 09.03.2015, being later.

As such, the due date of handing over of possession comes out to be 09.03.2019. Accordingly, 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 complainant is entitled to delayed possession charges at the prescribed rate of interest i.e., 9.30% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 09.03.2019 till offer of possession of the booked unit i.e., 24.01.2020 plus two months which comes out to be 24.03.2020 as per the proviso to section 18(1)(a) of the Act read with rules 15 of the rules or if possession is given after two months of offer of possession, then actually handing over of possession if the promoter is in default in giving possession.

51. That as per the submissions of the complainant, there was a delay in handing over the possession of the allotted unit even after offer of possession on 24.01.2020. The said offer of possession dated 21.01.2020 was accompanied with statement of account dated 16.12.2020 which contained



various illegal charges or extra charges on pretext of VAT, Service tax, GST at wrong rate, etc. and the same was duly revised on request of the complainant on 02.02.2020. The complainant paid the demand so raised on 02.02.2020. Subsequently, the complainant raised a complaint before STP Gurugram on 19.02.2020 and in accordance with aforesaid complaint, the respondent builder was directed to rectify certain documents. And finally, the possession of the allotted unit was handed over on 31.08.2020. From the above facts, it is clear that due to default of the promoter, the possession was delayed and accordingly allottee is entitled for delayed possession charges from the due date of possession i.e., 09.03.2019 till actual handing over of possession i.e., on 31.08.2020.

I. Directions of the authority

52. 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., 09.03.2019 till the actual handing over of possession i.e., 31.08.2020. the arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per the rule 16(2) of the rules.
- ii. The complainant is also directed to pay the outstanding dues, if any.
- iii. 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.
- iv. The respondent shall not charge anything from the complainant which is not part of the builder buyer agreement.

53. Complaint stands disposed of.

54. File be consigned to registry.


(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 08.03.2022



HARERA
GURUGRAM