

**REAL ESTATE REGULATORY AUTHORITY, ASSAM**  
**JAWAHAR NAGAR, NH-37, GUWAHATI-781022**  
**Email id : [info@reraassam.org.in](mailto:info@reraassam.org.in), PhoneNo. 0361-2962598**

Case No : RERA/ASSAM/COM/2024/41  
Name of the Complainant : Shri Barun Kalita  
Name of the Respondent : M/s Agrim View  
For the complainant : Complainant in person.  
For the respondent : Mr. Ramakant Sharma, Advocate.  
Order passed by : Mr. B.K. Chetri, Member,  
RERA, Assam  
Date of hearing : 02.07.2025 and 18.11.2025

**ORDER**  
**22.12.2025**

1. This complaint case has been filed by Shri Barun Kalita seeking prayer to investigate discrepancies in the agreement for sale and ensure compliance with the prescribed form of RERA, direct the respondent promoter to revise the agreement as per the approved draft and RERA guidelines, direct the promoter to provide clear explanation for the interest charged and take appropriate action against the promoter for violation of Real Estate Regulatory Authority regulations. The interim prayer is to stop charging of interest during the pendency of the complaint.

2. As per the complaint petition, the complainant entered into an agreement with M/s Agrim View on 12.01.2024 for purchase of flat bearing No. 8H in the project namely "Agrim View" of Tetelia, Jalukbari, Guwahati; that after repeated follow up the agreement copy was provided on 4th July, 2024; that the promoter has not adhered to the agreement for sale provided by RERA and the terms as per clause 1.5 and 1.10 are missing; that as per the agreement for sale submitted before RERA for obtaining the Registration Certificate, the scheduled date of possession of the flat was 36 months from the commencement of the project but in the agreement for sale with the complainant, this period was mentioned as 48 months; that the Schedule C of the agreement in the case of full payment to be made to the promoter on or before 1st July, 2024 which is 2 years prior to the scheduled date of handing over the apartment as per the agreement and that as per the demand note sent by the promoter, interest amount of Rs.1,61,427/- was charged without any justification and explanation called for remain unanswered.

3. In response to the notice received, the respondent Agrim View submitted a reply through its proprietor Shri Mukesh Chokani on 27.08.2024 stating that they have adhered to Annexure A i.e. agreement for sale as per RERA format. The payment plan with interest details has been given therein. Thereafter, written statement was filed by the respondent that the period of handing over possession was an error; that 95% of construction completed and possession will be handed over on or before 31.12.2025; that the interest calculated was as per clause 1.10 of the agreement as the complainant delayed the payments and that the interest was calculated as on 27.08.2024.

4. Ld. Advocate Shri Ramakant Sharma represented the respondent and the complainant himself presented his case.

5. From the pleadings and submission made, the dispute is in respect of the interest charged by the respondent from the complainant for delayed payment.

6. The fact enunciated from the submission of the complainant are as follows:

a) Agreement for sale executed on 12.01.2024 with possession to hand over on January, 2028.

b) Deviation from the payment chart as the claim is for 100% payment by July, 2024.

c) As per the WS there is an error in mentioning the period of handing possession as 48 months instead of 36 months and promised date of handing over is 31.12.2025.

d) By March 2024 the payment made is Rs.62,92,315 i.e. 82% of the total amount.

e) The demand of the revised payment schedule in the month of March 2024 gave rise to the dispute.

f) Revised the payment of 100% to 95% w.e.f July 2024 whereas the work is not even completed to 90%.

g) Initial interest charged was Rs.2,82,000/- for 100% of completion work and subsequently reduced to Rs.2,58,000/- towards 95% of the payment.

h) Interest calculated right from the date of booking, which is illegal as because if any default interest is to be charged, it is to be calculated after the date of the agreement and not before it.

i) In between paid the balance amount on 02.05.2025 and thereby cleared 95% of the agreed amount.

j) The difference between 82% and 95% payment comes to Rs.10,07,500/- i.e., 13% of the total amount of Rs.77,50,000/- and even assuming this delay on this amount there cannot be an interest of Rs.2,58,000/-. If 90% work is completed by March 2024 then why the total work is still not completed. Still sanitary and electricity fittings not done, as per the complainant.

7. Respondent's plea is that Rs.62,92,350/- being 82% of the agreed amount paid upto March, 2024 and work completed 95% by July, 2024.

### **DISCUSSION, DECISION & REASONS THEREOF**

8. As per the letter dated 31.08.2024 of Shri Dhanmoni Biswas, Project Engineer of Agrim View addressed to Agrim View owners group with reference to the letter dated 26.08.2024 it is mentioned that 90% of the work has been completed and the flat handing over date will be declared soon. This letter has been submitted by the complainant with a copy to the other side's counsel.

9. If we go by the letter dated 31-08-2024, of the Project Engineer of the respondent, 90% of the work was completed by that day (31-08-2024) whereas as per Schedule C of the agreement dated 12.01.2024, the complainant is to make the payment upto 100% on or before 01-07-2024 and the period of handover of possession is 48 months from the date of commencement of the project. This Agreement is challenged by the complainant as within (6) six months of the agreement entire 100% of the sale consideration is to be paid, whereas the Draft Agreement submitted with the application for RERA registration and uploaded in the website gives different payment schedule and delivery date, which mentions the handing over possession period as 36 months and payment schedule as per Schedule C in page 19 of the Agreement—gives stage wise payment which is 10% at the time of booking, another 10% at the time of agreement, 20%

at time of foundation, then slab wise casting, which brings the 90% before 6th floor casting, 5% before sanitary & electric fittings and final 5% at the time of delivery of possession.

10. Complainant stressed upon the Reserve Bank of India Circular DBR No. DIR. BC. 13/08.12.001/2015-16 dt. 01-07-2015 regarding housing finance, which amongst others advised the Banks to disbursement of housing loans should be clearly linked to the stage of construction.

11. The complainant has challenged the demand note dated 24-06-2024 (Annexure-4 to the complaint), wherein the respondent has demanded Rs.1,61,427/- as interest on amount of Rs.6,49,287 + GST Rs.32,465. There was demand of the instalment Rs.14,56,652 including previous balance and interest of Rs.1,61,427, which comes to total Rs.16,18,079/-.

12. As the construction work is completed by 90–95% and expected date of handing over possession being July, 2025 and 95% of the payment having already made, as claimed and reflected in order dated 20.05.2025, the redressal of grievance is confined to the interest part.

13. As per the synopsis submitted by the complainant, he has made the payments as follows:

- On the date of agreement dated 12.01.2024, total payment made was ₹11,62,350/- but as per clause 1.10 of the agreement, the payment made is mentioned as ₹9,00,000/- (11.01%) and remaining payment as per schedule (Page-19) 80% is to paid as on 01-01-2024. The payment dates of 70% payments made are prior to the date of the agreement dated 12.01.2024. the handing over date of possession is mentioned as within 48 months (36 months as per WS) but nowhere mentioned about the stage of construction at the time of agreement. Whereas, as per the draft agreement enclosed with application of RERA registration certificate, the time period is given as 36 months and schedule of payment is different one (slabwise etc) which has been discussed above.
- According to the complainant, total payment made as on 30-03-2024 is ₹63,92,350/- which comes to 82.5%. It includes Rs.9,00,000/- paid on 30.03.2024 ( as per clause 1.10 of the agreement) and Rs.42,30,000/- on 30.03.2024 through Bank loan disbursement. The total price as per clause 1.2 of the agreement is ₹73,80,000 + GST

Rs.3,69,002 (total Rs.77,49,002/-) excluding some other charges as mentioned in clause 1.2(iv).

14. The RC No. RERAA KM 41 of 2022–2023 was issued on 09.08.2022 and the validity period is from 01.06.2022 to 31.12.2025 and as per the Ld. Advocate for the respondent initially submission was that the delivery of possession will be in the month of July, 2025 though in the WS the respondent had assured of handing over possession on or before 31.12.2025.

15. The respondent has submitted calculation sheet dated 27.08.2024 in respect of the payment receipt and interest charged upon the amount due, which is also been referred in para 5 of the WS.

16. On perusal of the said statement, it reflected the statement is in respect of flat No. 8H and 6C. In respect of flat 8H, the interest calculated upto 05.08.2024 has been shown as Rs.1,75,317/-. The complainant's flat is 8H and not 6C and so the total amount is shown as Rs.2,67,508/- (Rs.1,75,317/- + Rs.92,199/-) in respect of flat No. 8H. The interest claimed against flat No. 8H is Rs.1,75,317/-.

Perusal of this statement and the claimed interest for the delay as shown is contradictory as because the agreement was entered on 12.01.2024 and prior to it two booking amounts are shown as Rs.13,87,919/- due on 26.12.2023 and for delay of 13 days there is an interest of Rs.5932/- and another booking amount of Rs.6,02,065/- as on 08.01.2024 and paid on 12.01.2024 (4 days delay) interest of Rs.818/- has been charged. Another amount of Rs.3,70,913/- shown as booking as on 12.01.2024 and for delay of 18 days Rs.2195/- is charged. The respondent ought not to have charged interest on the payment made on the date of agreement and prior to it, as booking amount, which prima facie is not justified.

17. The detail amount of booking shown as on 12.01.2024 is Rs.23,80,897/- (Rs.13,87,919/- + Rs. 6,22,065/- + Rs. 3,70,913/-) which exceeds the 10% limit provided by the Act as booking amount. Going by the sale consideration of Rs.77,49,002/-, the 10% comes to Rs.7,74,900/- and as such taking advance of Rs.20,09,984/- (Rs.13,87,919 + Rs.6,22,065/-) is a violation of Section 13(1) of Real Estate (Regulation & Development) Act, 2016, which attracts penal provision u/s 63 of the Act.

18. Furthermore, in clause 1.10 of the agreement dated 12.01.2024 there is a receipt of payment of Rs.9,00,000/- i.e., 11.61% and balance payment to be made as per Schedule C. But in the chart dated 27.08.2024 nowhere mentions the receipt of Rs.9,00,000/-. The amount shown to have been received on 12.01.2024 is different i.e., Rs.3,70,913 and other two amounts i.e., Rs.6,22,065/- and Rs.13,87,919/- on 08.01.2024 and 26.12.2023 respectively.

In the synopsis provided by the complainant he has given the specific date of payment which has been mentioned above but for the purpose of the clarity, the same is reiterated. As per the said chart of the complainant he has made the payment of Rs.1,00,000/- on 26.12.2023, Rs.8,00,000/- on 08.01.2024. These 2 dates are mentioned in the chart dated 27.08.2014 of the respondent as the amount received on the date of booking (dates mentioned in preceding para).

19. According to the complainant and as per the synopsis, complainant made the payment as follows:

26.12.2023 – Booking Amount – Rs.1,00,000/-

08.01.2024 – Part Payment – Rs.8,00,000/-

12.01.2024 – On signing of agreement – Rs.2,62,350/-

30.03.2024 – Further Payment – Rs.9,00,000/-

30.03.2024 – Bank Loan – Rs.42,30,000/-

Total – Rs.62,92,350/- (Rs.9,00,000/- on 02.05.2025)

20. It is to be taken note that the due dates given by the respondent in the chart dated 27.08.2024 is not correct as because the date of 1<sup>st</sup> and 2<sup>nd</sup> instalment shown as 26.12.2023, again 2<sup>nd</sup> instalment on 30.01.2024, 3<sup>rd</sup> instalment back on 26.12.2023, again 3<sup>rd</sup> instalment on 30.03.2024, 4<sup>th</sup> instalment on back date 26.12.2023, 5<sup>th</sup> instalment again back date 16.01.2024. Then comes two 6<sup>th</sup> instalments dated 16.04.2024 and another 21.05.2024. Final 7<sup>th</sup> instalment on 16.07.2024.

In the email dated 05.08.2024 to the complainant, these same dates and amount were shown by the respondent showing interest amounts as Rs.1,75,317/- as on 23.07.2024.

Going by the calculation of the amount shown in the chart dated 24.08.2024, the total amount comes to Rs.1,01,16,169/- which exceeds the agreed amount of Rs.77,49,002/- (including GST). The interest calculated as on 05.08.2024 as per statement dated 27.08.2024 at Rs.1,75,317/- cannot be corrected.

21. The receipts for payment of above four payments (excluding bank loan) are produced by the complainant along with the synopsis. There is a mistake as to the date of payment of Rs.1,00,000/- which according to the synopsis is 26.12.2023, whereas the date in the money receipt is 12.12.2023.

22. As per the complainant, he has made the payment of Rs.63,92,350/- (actual Rs.62,92,350/-) as on 30.03.2024 which is 82.5% (actual 81%) of the sale consideration and the complainant is liable to make the payment of interest on balance of the completed portion of construction after 81% which according to the respondent is 95% whereas as per the letter dated 31.08.2024 of the project engineer of the respondent, the completion work was 90% and according to the respondent's counsel, it is 95% now.

23. By simple calculation, the difference of payment and construction is 14% (95% – 81%) and at best the respondent can claim the interest on this difference only. But 95% of the work was not complete when demand of interest was made for Rs.1,61,427/- as on 01.07.2024 as per the demand letter dated 24.06.2024 (Annexure 4 to the complaint petition) as because the letter dated 31.08.2024 of the respondent, project engineer mentions the completion as 90%. Being so, the actual difference comes to 7.5% (90 – 82.5).

24. After filing of WS, a fresh/corrected statement account has been submitted by the respondent side showing the receipt of Rs.62,92,350/- and balance due as on 22.04.2025 as Rs.17,15,502/-, which includes interest of Rs.2,58,851/-. The date of due instalment and interest calculation dates are same as mentioned in the initial reply dated 27.08.2024 with statement except the date in respect of first 1 and last 2 interest calculation date and the last instalment due amount. In this new statement figure also the booking amount due is shown as 20% which is against Section 13 of Real Estate (Regulation & Development) Act, 2016.

25. During the proceedings of the case the complainant made the further payment of Rs.9,00,000/- and the total payment made as on date is Rs.71,92,350/-, as submitted by the complainant and not disputed by the respondent. The payments has been shown as follows:

| Date        | Particulars                 | Amount                |
|-------------|-----------------------------|-----------------------|
| 26.12.2023  | Booking Amount              | Rs. 1,00,000/-        |
| 08.01.2024  | Part Payment                | Rs. 8,00,000/-        |
| 11.01.2024  | Loan Disbursement from bank | Rs.                   |
| 20,50,000/- |                             |                       |
| 12.01.2024  | On signing of agreement     | Rs. 2,62,350/-        |
| 28.03.2024  | Further Payment             | Rs. 9,00,000/-        |
| 21.05.2024  | Loan Disbursement           | Rs.                   |
| 21,80,000/- |                             |                       |
| 02.05.2025  | <u>Further Payment</u>      | <u>Rs. 9,00,000/-</u> |

Total:

Rs.71,92,350/-

26. The above chart shows additional payment in between of Rs.9,00,000/- on 02.05.2025. The other difference is Bank Loan disbursement, which is Rs.42,30,000/- but disbursed on two instalment of Rs.20,50,000/- on 11.01.2024 and Rs.21,80,000/- on 21.05.2024. The loan was taken from LICHFL. The payments are reflected in the statement of account issued by LICHFL and submitted by the complainant. Being so the amount of Rs.71,92,350/- is 93% of the total sale consideration of Rs.77,49,002/-, which is excluding electrical charges towards transformer, legal charges for registration of agreement/sale deed, stamp/registration fees for sale deed. This payment receipt chart is admitted by the respondent and same shown in the first statement given in the schedule of payment ledger submitted on 01.07.2025.

27. In the new payment schedule submitted on 01.07.2025 by the respondent, the payment Rs.62,92,350/- which tallies with the second payment chart submitted by the complainant, which is mentioned in para 24 above. Thereafter, Rs.9,00,000/- was paid on 02.05.2025 and the total

payment is Rs.71,92,350/- comprising 92.82% of the sale price. The interest calculated as on 03.05.2025 is Rs.2,72,665/-. The payment plan as per the agreement for sale is as follows:

Contd.....

| Payment Plan                |      |              |              |
|-----------------------------|------|--------------|--------------|
| Booking                     | 10%  | Rs.774900/-  | Rs.774900/-  |
| After Agreement             | 10%  | Rs. 774900/- | Rs.1549800/- |
| Before Foundation           | 20%  | Rs.1549800/- | Rs.3099600/- |
| Before 1st Slab             | 10%  | Rs. 774900/- | Rs.3874501/- |
| Before 2nd Slab             | 10%  | Rs. 774900/- | Rs.4649401/- |
| Before 3rd Slab             | 10%  | Rs.774900/-  | Rs.5424301/- |
| Before 4 <sup>th</sup> Slab | 10%  | Rs.774900/-  | Rs.6199201/- |
| Before 5 <sup>th</sup> Slab | 5%   | Rs.387450/-  | Rs.6586651/- |
| Before 6 <sup>th</sup> Slab | 5%   | Rs.387450/-  | Rs.6974101/- |
| Fitting Work                | 5%   | Rs.387450/-  | Rs.7361551/- |
| Delivery                    | 5%   | Rs.387450/-  | Rs.4479001/- |
| Total                       | 100% |              |              |

28. The payment plan show 10% as booking amount, 10% after agreement, 20% before foundation and thereafter as per slab casting. Before 6th slab casting column is highlighted and this stage demands for 90% of payment. Going by this chart itself before agreement dated 12.01.2024 payment received by respondent was Rs.10,00,000/-, which is 12.9% of the sale price and it violates section 13 of the Act, 2016. As this excess is not substantiated, so is overlooked.

29.The interest chart shows interest calculated on Rs.1,00,000/- and Rs.8,00,000/- before date of agreement and on Rs.2,62,350/- for payment on the date of agreement. The total of the interest on these three amounts is Rs.71,761/- (29,380 + 7,988 + 34,393). This charge of interest is not tenable as because the respondent cannot charge for payment prior to the date of agreement and also on the amount paid on the date of agreement.

30. The next interest charged is of Rs.74,204/- for delay of 60 days on Rs.20,50,000/- received on 30.01.2024. This payment was made through LIC loan and it was after 17 days of the date of agreement.

31. The next interest charged is Rs.48,924/- for delay of 52 days on receipt of Rs.9,00,000/- on 21.05.2024 and then Rs.77,776/- for delay of 347 on receipt of Rs.21,80,000/- through LIC from 21.05.2024 to 03.05.2025.

32. The interest calculated chart dated 01.07.2025 is not correct as because the statement of account issued by LICHFL against Loan A/c No. 20040200000178 of Barun Kalita (complainant) shows disbursement of Rs. 20,50,000/- through NEFT on 11.01.2024 and Rs.21,80,000/- through IFT on 21.05.2024. Then how interest from 30.01.2024 to 30.03.2024 (60 days) can be charged on Rs.20,50,000/- and similarly on Rs.21,80,000/- for 347 days from 21.05.2024 to 03.05.2025 whereas the payment of Rs.20,50,000/- and Rs.21,80,000/- were made on 11.01.2024 and 21.05.2024 respectively. Nowhere in the agreement it is mentioned that the interest will be charged from back date payment. No doubt payment plans are shown in Schedule 'C' to the agreement at page 19 but 80% payment schedule was upto 01.01.2024 i.e., prior to the date of agreement. There was no agreement clause that the complainant is liable to pay the interest upon that 80% from the dates the part payments from the dates shown therein in payment schedule.

33. The payment plans shown in Schedule 'C' to the agreement is also not tenable as because the payments are to be made as per the stage of construction and not as per the dates shown in Schedule 'C'.

34. As per clause 7.1 of the agreement, the handover of the possession of flat was within 48 months from the date of commencement, which in the WS in para 4 the respondent mentioned as an error and possession will be handed over on or before 31.12.2025, which means that within 24 months of agreement on 12.01.2024, the possession will be handed over.

35. According to the Reserve Bank of India Circular DBR No.DIR.BC.13/08.12.001/2015-16 Dated 01.07.2015 the Banks are advised to disbursal of the sanctioned loans to individuals should be closely linked to the stage of construction of the housing project/houses and upfront disbursal should not be made in cases of incomplete/under – construction projects. Recently, the Hon'ble Supreme Court of India directed CBI to register FIRs against several prominent banks and developers for fleecing homebuyers by disbursing bank loans of individuals directly to the builders

before project milestones were met. (Himangshu Singh & Ors. Vs. Union of India & Ors.)

36. In the instant case, the promoter paid Rs.1,00,000/- on 26.12.2023, Rs.8,00,000/- on 08.01.2024 (i.e., Rs.9,00,000/-) prior to the date of agreement and Rs.2,62,350/- on 12.01.2024 i.e., date of agreement. The housing loan by LICHFL was disbursed on 11.01.2024 (prior to agreement) and same credited to respondent's account on 30.01.2024. There are some formalities before loan disbursement. The registered agreement has to be deposited with the LICHFL and within 18 days of agreement the total payment received by the respondent is Rs.32,12,350/- (Rs.1,00,000/- + Rs.9,00,000/- + Rs.2,62,350/- + Rs.20,50,000/-). So no interest can be charged on this amount as these payments were prior, on date and immediate subsequent to the agreement, as there is no agreement for payment of interest on back date dues and same also not tenable.

37. Regarding remaining payments, there is no agreement clause of payments as per the stage of construction. The next payment was of Rs.9,00,000/- on 30.03.2024 and thereafter through LICHFL was of Rs.21,80,000/- on 21.05.2024 i.e., immediately within 4 ½ months of agreement. So by 21.05.2024, the total payment made is Rs.62,92,350/- (Rs.32,12,350/- + Rs.9,00,000/- + Rs.21,80,000/-) which comes to about 81% of total sale consideration of Rs.77,49,002/- (including GST).

Neither the agreement specify the payments in correlation to stage of construction nor the demand notice dated 24.06.2024 (Annexure IV to complaint) or the first reply dated 27.08.2024, WS or statement dated 01.07.2025 of payment due and payment receipt specify any stage of construction.

38. The stage of construction for the first time asserted by the respondent in writing is in para 4 of their WS and the certificate dated 03.01.2025, wherein it is mentioned as 95% of the construction has been completed and it appears to be near in conformity with the letter dated 31.08.2024 of their project engineer, who has mentioned the construction as 90%.

39. As per the draft agreement for sale (Annexure II to the complaint) uploaded in the RERA website the payment plan is in page 19 and same as per stage of construction. Therefore, the stage wise total 90% of payment is before 6<sup>th</sup> slab casting, 5% before sanitary fittings and 5% at the time of

delivery of possession. But this is not the format of agreement with the complainant. Even if this draft agreement is taken into consideration, no such stage of construction is mentioned in the agreement for sale dated 12.01.2024 or any such demand letter including Annexure IV to the complaint save and except plea of 95% construction taken in the WS submitted on 06.01.2025 with certificate dated 03.01.2025 as mentioned above.

40. Leaving aside the lacuna in the agreement dated 12.01.2024 regarding the mention of construction related payment or interest on back dated payments ought to have been made simple and clear facts enunciated from above discussion are:

That as on 30.01.2024, the total payment was made Rs.32,12,350/-, on 30.03.2024 it was Rs.41,12,350/- (Rs.32,12,350/- + Rs.9,00,000/-) and on 31.05.2024 it was Rs.62,92,350/- (Rs.41,12,350/- + Rs. 21,80,000/-), which comprises about 81% of the total sale consideration and this amount paid within 4 ½ of the date of agreement. There is no agreement to make the payment as per construction, which ought to have been instead of payment schedule shown in Schedule C of the agreement. There was no clause in the agreement that on the date of agreement the complainant has to make so much percentage of payment and the payments thereafter.

41. Going by the prayer of the complainant to revise the agreement as per RERA guidelines, written argument to revise payment schedule as per actual construction progress and re-evaluate and waive arbitrary interest vis-à-vis the fact of the case, as discussed above regarding Schedule 'C' to the agreement and payments of about 81% made within short span of time of agreement and also no such demands made by the respondent as per construction schedule, a just reasonable conclusion drawn is as follows:

- i) 90% of the construction is taken as completed as on 31.08.2024 (Project Engineer's letter).
- ii) Substantial progress of construction as on 12.01.2024 i.e., the date of agreement and within 4 ½ months of it, 81% of the total sale consideration paid as on 21.05.2024.
- iii) The demand of interest of Rs.1,61,427/- as per demand letter dated 24.06.2024 is unreasonable.

iv) No evidence of stage of construction as on 21.05.2024 i.e., till payment of 81% so default is taken from 31.08.2024 (Project Engineer's letter) and the difference is 9% (90% - 81%).

v) 9% default on next payment of Rs.9,00,000/- on 02.05.2025 w.e.f. 31.08.2024 till 02.05.2025 i.e. for 9 months.

vi) Pendency of complaint cannot be the ground of payment of legitimate interest due to the other side.

vi) Total percentage of payment made is about 93% i.e., Rs.71,92,350/- out of Rs.77,49,002/- as on 02.05.2025 and present total construction is assumed to be around 95% from the fact discussed above.

### **ORDER**

1. The demand of interest of Rs.1,61,427/- as per letter dated 24.06.2024, subsequent demand of Rs.1,75,317/- as per reply dated 27.08.2024 and final demand of interest of Rs.2,72,665/- as per letter dated 01.07.2025 are unreasonable, unjust and not tenable.
2. The complainant liable to pay interest on Rs.9,00,000/- for 9 (nine) months w.e.f. 31.08.2024 to 02.05.2025 @8.75% (present SBI MCLR) + 2% i.e., total 11.75% which comes to Rs.79,312/- (Rs.9,00,000/- @ 11.5% divided by 12 X 9) in terms of section 19(7) of Real Estate (Regulation & Development) Act, 2016 read with Rule 17 of Assam Real Estate (Regulation & Development) Rules, 2017.

The complainant to pay interest of Rs.79,312/- (Rupees seventy nine thousand three hundred twelve) to the respondent in addition to the balance 7% of the sale consideration on the respondent handing over of the possession of the flat to the complainant by 31.12.2025 and failure on the part of the respondent shall carry same rate of interest on the amount paid by the complainant.

With above direction, this complaint case stands disposed off.

Sd/-  
(B.K.Chetri)  
Member

Memo No. RERA/ASSAM/COM/2024/41/

Dated: 22.12.2025

Copy to:

1. Website i/c, RERA Assam to upload the order.
2. Office Copy.

Registrar  
Real Estate Regulatory Authority  
Assam, Guwahati-22