

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

<b>Complaint no.</b>	<b>548 of 2024</b>
<b>Date of filing complaint</b>	<b>16.02.2024</b>
<b>First date of hearing</b>	<b>10.04.2024</b>
<b>Order pronounced on</b>	<b>29.01.2025</b>

Mahavir Singh s/o Sh. Laxmi Narayan  
**Resident of:** Village Rampura, P.O. Sikohpur, District  
Gurugram, Haryana- 122004

**Complainant**

Versus

M/s Vatika Limited  
**Regd. office:** Flat no. 621A, 6<sup>th</sup> Floor, Devika Towers,  
6, Nehru Place, New Delhi – 110019  
**Corporate office:** 7<sup>th</sup> Floor, Vatika Triangle, Block A,  
Sushant Lok, Gurgaon-1220022

**Respondent**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Sh. Lokesh Yadav, Sh. Amer Yadav and Sh. Ashwani  
Singh (Advocates)

**Complainant**

Sh. C.K. Sharma and Sh. Dhruv Dutt Sharma (Advocates)

**Respondent**

**ORDER**

1. The present complaint 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 provisions of the Act or the Rules and regulations made thereunder or to the allottees 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:

Sr. No.	Particulars	Details
1.	Project name and location	"Vatika India Next", Sector-85, Gurugram
2.	Project area	281.577 acres
3.	Nature of the project	Residential Plot
4.	DTCP License no. and validity status	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
5.	Name of the licensee	Browz Technologies Pvt. Ltd. and others
6.	RERA Registered/ not registered	Not Registered
7.	Date of booking	10.09.2010 (Page 29 of complaint)
8.	Date of execution of buyer's agreement	<b>Not Executed</b> Complainant signed the buyer's agreement and took the same to office of respondent on 19.11.2014, however the respondent refused to accept the same. (As pleaded by complainant in para VII at page 9 of complaint) Respondent denies that he refused to accept the agreement, indeed signed copy of BBA was never provided to the respondent. (As pleaded by respondent in para 7 of reply on merits at page 6 of reply)
9.	Plot no.	Plot no. 18, 7 <sup>th</sup> Street (As per application/booking form at page 29 of complaint and BBA at page 41 of complaint)
10.	Unit area admeasuring	300 sq. yards (As per application/booking form at page 29 of complaint and BBA at page 41 of complaint)
11.	Due date of possession	10.09.2013 <i>(Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018- Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats</i>

		<p><i>allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.)</i></p> <p>In view of the above-mentioned reasoning, the due date for handing over the possession of the unit comes out to be 10.09.2013.</p>
12.	Total sale consideration	Rs. 1,00,63,562/- (SOA dated 02.09.2021 at page no. 60 of complaint)
13.	Amount paid by the complainants	Rs. 54,89,880/- (SOA dated 02.09.2021 at page no. 60 of complaint)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered
16.	<b>Cancellation letter</b>	<p><b>26.07.2021- Owing to unforeseen eventualities like GAIL pipeline issue and non-acquisition of sector roads by HUDA, etc. invoking clause 14 of the agreement.</b></p> <p>(Page no. 66 of complaint)</p> <p>*Complainant states that the said cancellation letter came to his knowledge only on 13.01.2024 when he approached the respondent for getting the account statement. Prior to it account statement dated 02.09.2021 was handed over to the complainant and no information as to cancellation of his allotment was given.</p> <p>(Page no. 10 of complaint)</p>

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- a) That the respondent gave advertisement in various leading newspapers about their forthcoming project named "Vatika India Next" comprising of villas, group housing, independent floors and residential plots located adjacent to Delhi Jaipur Highway in Villages Sihi, Sikanderpur Badha and Sikohpur presently sectors 82, 82A, 83, 84 and 85 of the Gurugram, Manesar Urban Complex 2021, promising various advantages, like world class



amenities and timely completion/execution of the project etc. relying on the promise and undertakings given by the respondent. The respondent has obtained licence no. 113 of 2008 from the DTCP for development of the said colony on land measuring 182.796 acres. Further the respondent has also obtained LOI for additional land measuring 98.781 acres in the above-mentioned sectors vide memo no. JD(BS)-LC2224/2008/9072 dated 31.08.2009 for development of the said colony. The total land is admeasuring 281.577 acres for the development of the said colony.

- b) That the complainant booked a residential plot admeasuring 300 sq. yds. for a total sale consideration of Rs.99,81,600/- in the said project launched by the respondent having a preferential location park facing/84 metres road Facing/24 meters road facing/ corner/ commercial building and IFMS @ Rs. 150 per sq. yds of Rs.45,000/- total amounting Rs.1,00,26,600/-.
- c) That subsequently the respondent allotted "Plot No. 18, 7th Street, Sector-85B, Vatika India Next, Sector 85B, Gurugram, Haryana" to the complainant in the said township/project and under the following payment plan: -

<b>Construction Linked Payment Plan</b>			
A.	On Booking	10% (BSP+PLC)	Rs.9,98,160/-
B.	Within 90 days of booking	15% (BSP+PLC))	Rs.14,97,240/-
C.	Commencement of levelling work at site	10% (BSP+PLC)	Rs.9,98,160/-
D.	Commencement of alignment work at the roads of the block	10% (BSP+PLC)	Rs.9,98,160/-
E.	Commencement of demarcation work of plot clusters	10% (BSP+PLC)	Rs.9,98,160/-
F.	Commencement of sewerage & drainage work of the block	10% (BSP+PLC)	Rs.9,98,160/-
G.	Commencement of electrification work	10% (BSP+PLC)	Rs.9,98,160/-
H.	Commencement of demarcation of individual plots	10% (BSP+PLC)	Rs.9,98,160/-
I.	Commencement of metaling work of roads of the block	10% (BSP+PLC)	Rs.9,98,160/-
J.	On offer of possession	5% (BSP+PLC)	Rs.4,99,080/-
<b>Total sales consideration</b>			<b>Rs.99,81,600/-</b>



- d) That as per the payment plan the complainant made a payment of Rs. 54,89,880/- as and when demanded by the respondent. Further, the respondent sent a buyer's agreement for signing and execution to the complainant and subsequently on 19.11.2014 the complainant went to the office of respondent and asked for updates about the project and asked the time frame for depositing the balance payment and in response the respondent informed that till date the layout plan and other permission for laying roads, sewerage, electrification have not been approved by the concerned authorities. Further, the respondent refused to take the above said buyer agreement signed by the complainant and requested for some time for accepting the same only after approval of layout plan and handed over the account statement of above said unit to the complainant.
- e) The complainant regularly visited the site but was surprised to see that construction work of levelling, alignment of roads, sewerage, electrification, etc. has not been done and no work is in progress.
- f) Despite receiving payment of all the demands raised by the respondent for the said plot and despite repeated requests and reminders over phone calls and personal visits of the complainant, the respondent has failed to deliver the possession of the allotted plot to the complainant within stipulated period and on 02.09.2021 the complainant went to the office of respondent for taking updates of the above said unit/project and respondent failed give any satisfactory responses and handed over the account statement dated 02.09.2021 issued in the name of complainant of the above said unit.
- g) That it could be seen that the demarcation and alignment of roads, sewerage, electrification, etc., of the block/township/project in which the complainant's plot was booked with a promise by the respondent to deliver the plot within three years, but was not completed within time for reasons best known to the respondent.

- h) That when the complainant approached to get the account statement for the above said unit on 13.01.2024, the respondent along with account statement handed over the notice of cancellation dated 26.07.2021 to the complainant on 13.01.2024, it is pertinent to mention here that in the account statement dated 02.09.2021 no clause or any instructions is laid down for the cancellation of the above said plot and it is pertinent to mention here that the complainant went regularly to take updates for the above said plot however the respondent handed over notice dated 26.07.2021 on 13.01.2024 and cancelled the above said plot. Said notice has been illegally fabricated and the amount paid by the complainant has been forfeited.
- i) That on ground of parity and equity the respondent also be subjected to pay the same rate of interest hence, the respondent is liable to pay interest on the amount paid by the complainant @ 18 % per annum to be compounded from the promised date of possession till the plot is delivered to the complainant. The complainant has requested the respondent several times on telephonic conversations and personally visiting the office of the respondent to deliver the possession of the plot in question along with interest @ 18 % per annum on the amount deposited by the complainant, but the respondent has flatly refused to do so.

**D. Relief sought by the complainant:**

4. The complainant has sought following relief(s):

- I. Direct the respondent to revoke the notice of cancellation dated 26.07.2021.
- II. Direct the respondent to reinstate the plot allotted to the complainant i.e. "Plot No. 18, 7th Street, Sector- 85B, Vatika India Next, Sector 85B, Gurugram, Haryana."
- III. Direct the respondent to hand over the possession of the plot along with prescribed interest per annum as applicable from the date of booking i.e., 10.09.2010 of the plot in question.
- IV. Direct the respondent to accept the balance payment of the above said plot from the complainant.

5. 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.

**E. Reply by the respondent.**

6. The respondent has contested the complaint by filing reply on the following grounds: -
- a) That from the conjoint reading of Rule 8 and Rule 15 Form and Annexure 'A' of the Haryana RERA Rules, 2017, it is evident that the 'Agreement for Sale', for the purposes of 2016 Act as well as 2017 Haryana Rules, is the one as laid down in Annexure 'A', which is required to be executed inter se the promoter and the allottee.
  - b) That it is a matter of record and rather a conceded position that no such agreement, as referred to under the provisions of 2016 Act and 2017 Haryana Rules, has been executed between respondent and the complainants.
  - c) That adjudication of the complaint for possession and interest, as provided under Sections 12, 14, 18 and 19 of 2016 Act, if any, must be in reference to the agreement for sale executed in terms of the 2016 Act and the Haryana Rules, 2017 and no other agreement. Thus, no relief as claimed can be granted to the complainants.
  - d) That the respondent has already cancelled the plot of the complainant vide cancellation notice dated 26.07.2021 due to various reasons but not limited to change in the layout plan, intimation of GAIL corridor and non- acquisition of sector roads by HUDA. Further, it had been agreed between the parties that in the event of failure to handover the possession, the company shall be entitled to terminate the agreement and refund the amount. The respondent offered to refund the amount along with 8% interest p.a. However, it was the complainant who did not come forward to collect the money.
  - e) That in the present case, there has been a delay due to various reasons which were beyond the control of the respondent and same are enumerated below: -

- (a) Decision of Gas Authority of India Ltd. (GAIL) to lay down its gas pipeline from within duly pre-approved and sanctioned project of the respondent which further constrained the respondent to file a writ petition in the Hon'ble High Court of Punjab and Haryana seeking directions to stop the disruption caused by GAIL towards the project. However, upon dismissal of the writ petition on grounds of larger public interest, the construction plans of the respondent were adversely affected, and the respondent was forced to re-evaluate its construction plans which caused a long delay.
- (b) Delay caused by the Haryana Development Urban Authority (HUDA) in acquisition of land for laying down of the sector roads for connecting the project. The matter has been further embroiled in the sundry litigations between HUDA and landowners.

7. All other averments made by the complainant were denied in toto.

8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

#### **F. Jurisdiction of the authority**

9. 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**

10. 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**



11. 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) The promoter shall-*

*(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;*

**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.*

12. 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 relief sought by the complainant.**

**G.I Direct the respondent to revoke the Notice of cancellation dated 26.07.2021.**

**G.II Direct the respondent to reinstate the plot allotted to the complainant i.e. "Plot No. 18, 7th Street, Sector- 85B, Vatika India Next, Sector 85B, Gurugram, Haryana."**

**G.III Direct the respondent to hand over the possession of the plot along with prescribed interest per annum as applicable from the date of booking i.e., 10.09.2010 of the plot in question.**

**G.IV Direct the respondent to accept the balance payment of the above said unit from the complainant.**

13. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.

14. In the present complaint the complainant is seeking relief w.r.t setting aside the cancellation letter dated 26.07.2021. The factual matrix of the case reveals



that the complainant booked a plot no. 18, 7<sup>th</sup> street in the respondent's project "Vatika India Next" vide application form dated 10.09.2010. The complainant paid an amount of Rs.54,89,880/- against the total sale consideration of Rs.1,00,63,562/-.

15. It is, however, pertinent to note that the builder buyer agreement was not executed between the parties. The complainant submitted that the signed copy of the builder buyer agreement was delivered to the office of the respondent personally on 19.11.2014 but they refused to accept the same. On the other hand, the respondent denies the said claim regarding the execution of builder buyer agreement. Therefore, the due date of possession had to be calculated from the date of booking in view of "**Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018.**" Accordingly, the due date of possession comes out to be 10.09.2013.
16. Further, perusal of case file reveals that the plot allotted to the complainant was cancelled by the respondent by invoking clause 14 of the agreement vide cancellation letter dated 26.07.2021 owing to unforeseen eventualities like GAIL pipeline issue and non-acquisition of sector roads by HUDA, etc. Now, the question before the authority is whether the cancellation is valid or not?
17. The complainant states that the said cancellation letter is back dated as it came to his knowledge only on 13.01.2024 when he approached the respondent for getting the account statement. Prior to it, account statement dated 02.09.2021 was also handed over to the complainant and no information as to cancellation of his allotment was given.
18. On the other hand, the respondent states that the allotment of the complainant had been cancelled due to various reasons beyond the control of the respondent, i.e., change in the layout plan, intimation of GAIL corridor and non- acquisition of sector roads by HUDA and the same was not reflected in the account statement dated 02.09.2021 due to systematic error. Moreover, it

has been observed that the respondent has offered the refund of the amount to the complainants along with 8% interest p.a. vide the same cancellation letter dated 26.07.2021.

19. The Authority observes that the subject plot has been cancelled vide cancellation letter dated 26.07.2021 narrating the detailed reasons for cancellation of the plot and termination of allotment of the complainant on account of inability of the promoter to develop the subject plot due to various reason precisely initiation of GAIL corridor. The GAIL notification regarding laying of pipeline came out in the year 2009 and thereafter, GAIL granted permission for reducing ROU from 30 metres to 20 metres vide letter dated 04.03.2011 as submitted by respondent in his reply. GAIL notification and permission letter was prior to the signing of application form dated 10.09.2010. If the unit in question had truly been affected by the GAIL pipeline, it is unlikely that the respondent would have allocated same to the complainant. This, inconsistency casts doubt on the respondent's reasoning for cancelling the plot. Further, thorough perusal of cancellation letter dated 26.07.2021 reveals that the said cancellation is effectuated in terms of clause 14 of the buyer's agreement, however no buyer's agreement had been executed between the parties. The relevant portion of the cancellation letter dated 26.07.2021 is reproduced below for ready reference:

*".....Having faced various unforeseen hardships, the Company hereby invokes **clause 14 of the Agreement** which states:*

***"That the Allottee agrees that in consequence of the Promoter abandoning the Project or being unable to give possession of the said Plot within three years from the date of execution of this agreement or such extended periods as permitted under this Agreement, the Promoter shall be entitled to terminate this Agreement where upon the Promoter's liability shall be limited to the refund of the amounts paid by the Allottee (after deducting interest on delayed payments and other amounts of non-findable nature) with simple interest @8% per annum for the period such amounts were lying with the Promoter and to pay no other compensation whatsoever"***

*In view hereof, the Company is required to refund the amount after deduction of the interest on delayed payments and other non-refundable deposits. However, in a good*



*gesture and being a customer centric Company, we are ready to refund your principal amount along with 8% simple interest p.a. from Date of Payment received till 26-07-21...*

....."

20. Therefore, the respondent has failed to develop the unit and cancelled the plot on account of its own fault/omission. Thus, the Authority is of the view that the respondent is obligated to reinstate the allotment of the complainant. Furthermore, in case third-party rights have been established with respect to the said plot, the respondent is directed to allot an alternative plot of equivalent dimensions within the same project and at the original price agreed with the complainant followed by execution of builder buyer agreement between the parties. Further, the possession of the unit shall be handed over to the complainant after obtaining of occupation certificate/CC/part CC from the competent authority as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the possession within 2 months as per Section 19 (10) of the Act, 2016. The rationale behind the same is that the allottee purchased the subject plot way back in 2010 and paid the demanded amount in hope to get possession of the allotted unit.

21. Herein, 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. Section 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. -**

*in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

*he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*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."*

22. The interest (DPC) component is levied to balance the time value component of the money. However, the same is applicable on the amount paid by allottee for the delay in handing over of the possession by the respondent from the date of possession till offer of possession and the same is balanced vide provision of Section 2(za) of the Act. The complainant cannot be made suffer due to fault of the respondent and to pay for the unit as per today's rate.

**23. Admissibility of delay possession charges at prescribed rate of interest:**

The complainant is seeking delay possession charges however, proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, *ibid*. 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.*

24. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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.

25. 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., 29.01.2025 is

9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

26. 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;"*

27. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.

28. 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 Act. The due date of handing over possession was 10.09.2013. Occupation certificate has also not been obtained by the respondent from the concerned authority. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 10.09.2013 till the expiry of 2 months from the date of valid offer of possession or till the

date of actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

**H. Directions of the Authority:**

29. 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. Cancellation of the plot allotted to the complainant is set aside. The respondent is directed to reinstate the allotment of the complainant. Furthermore, in case third-party rights have been established with respect to the said unit, the respondent is directed to allot an alternative plot of equivalent dimensions within the same project and at the original price agreed with the complainant followed by execution of builder buyer agreement between the parties. Further, the possession of the plot shall be handed over to the complainant after obtaining of occupation certificate/CC/part CC from the competent authority as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the possession within 2 months as per Section 19 (10) of the Act, 2016.
- II. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 10.09.2013 till expiry of 2 months from the date of offer of possession or actual handover, whichever is earlier as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the Rules, *ibid*.
- III. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the



possession is delayed. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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.

IV. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

30. Complaint stands disposed of.

31. File be consigned to the registry.

**Dated: 29.01.2025**



**Ashok Sangwan**  
**(Member)**

Haryana Real Estate Regulatory  
Authority, Gurugram

**HARERA**  
**GURUGRAM**