



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

Complaint no. : 6231 of 2024  
Date of complaint : 17.12.2024  
Date of order : 07.05.2025

Preeti Agarwal,  
**R/o:** - House No. 1064, 2<sup>nd</sup> Floor,  
Sector-21, Gurugram-122016.

**Complainant**

Versus

M/s Imperia Structures Pvt. Ltd.  
**Regd. Office at:** A-25, Mohan Co-operative  
Industrial Estate, New Delhi-110044.

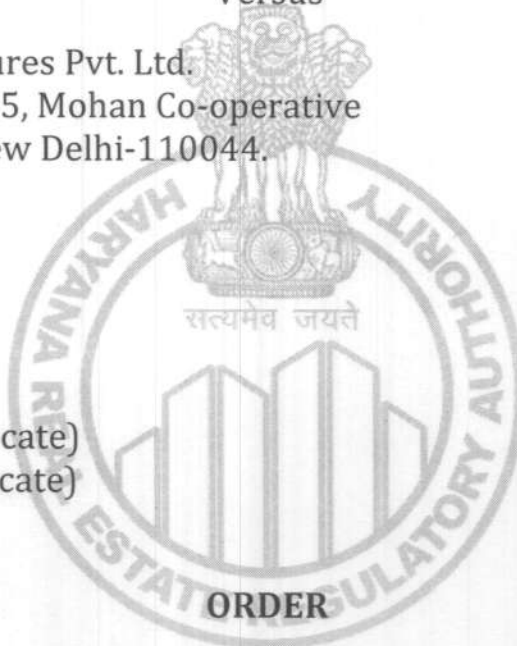
**Respondent**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Harshit Batra (Advocate)  
Azad Bansala (Advocate)

Complainant  
Respondent



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 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. N.	Particulars	Details
1.	Name and location of the project	"The Esfera" at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
5.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others
6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
7.	Apartment no.	1301, Tower- C (page no. 76A of complaint)
8.	Unit area admeasuring	1650 sq. ft. (super area) (page no. 23 of complaint) Revised super area- 1815 sq.ft. (page 76A of complaint)
9.	Date of builder buyer agreement	19.01.2013 [as per page no. 17 of reply]
10.	Possession clause	<b>10.1. SCHEDULE FOR POSSESSION</b> "The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the <b>construction of the said building/said apartment within a period of three and half years from the date of execution of this agreement</b> unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of

		payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any of the terms or conditions of this agreement."
11.	Due date of possession	19.07.2016 [calculated as per possession clause]
12.	Total sale consideration	Rs.73,97,126/- [as per page no. 2 of reply]
13.	Amount paid by the complainant	Rs.63,80,250/- [as per page no. 73 of complaint]
14.	Demand letter cum possession offer for fit out	11.08.2021 (page 74 of complaint)
15.	Offer of possession for fit outs	15.03.2024 (as per page 76A of complaint)
16.	Occupation certificate	12.07.2024 (as per page 77 of complaint)
17.	Offer of possession	17.07.2024 (page 19 of reply)
18.	Reminder	17.08.2024 (page 20 of reply)
19.	Pre-cancellation letter	28.08.2024 (page 21 of reply)
20.	Final cancellation letter	28.10.2024 (page 22 of reply)

### B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That Mr. Anil Kumar Gupta, believing the assurances, representations, and warranties of the respondent, booked one unit in the proposed project of the respondent known under the name and style of "The Esfera" situated at Sector- 37C, Gurugram, Haryana by making the booking payment. Consequently, the complainant was allotted a unit bearing no. C-1301, having super area measuring



153.34 sq. mtrs., 13th Floor, Tower- C in the said project vide allotment letter dated 15.06.2012.

- II. That the complainant sought to buy the unit from Mr. Anil Kumar Gupta. Accordingly, the complainant signed the booking form dated 05.07.2012 and the unit was sold to the complainant by Mr. Anil Kumar. The complainant requested the respondent to transfer/endorse the unit in favour of the complainant. Thereafter, the respondent issued an endorsement letter dated 31.07.2012 in favour of the complainant. Thus, the complainant is the lawful owner and allottee of the unit in question. Further, an apartment buyer's agreement dated 19.01.2013 was also executed between the parties for a total sale price of Rs.70,78,700/-.
- III. That clause 10.1 of the agreement unequivocally stipulates that possession of the unit would be handed over to the complainant within three and a half years from the date of execution of the Agreement, i.e., by 19.06.2016. However, despite the lapse of the stipulated timeline, the respondent failed to offer possession of the said unit to the complainant.
- IV. That clause 4 of the agreement, pertaining to "earnest money," stipulates that 15% of the basic sale price shall be treated as earnest money, which is in clear contravention of the provisions of RERA. Further, clause 8 of the agreement, stipulates an imposition of interest rate of 18% per annum for delayed payments, which far exceeds the limit prescribed under RERA Act.
- V. That by the year 2018, the complainant had paid 95% of the total consideration amount as per the payment schedule demanded by the respondent. Despite this substantial payment, the respondent



falsely represented the construction status to be 95% complete, with the intent to mislead and defraud the complainant.

- VI. That the respondent raised multiple illegal demands accompanied by superficial and unjustified charges that were not part of the agreed terms and conditions of the agreement. It is submitted that the complainant, under duress and the fear of losing the unit, was compelled to pay these amounts despite strong objections.
- VII. That on 11.08.2021 and 15.03.2024, the respondent issued demand notices cum possession offers for "fit-outs" to the complainant. It is submitted that these possession offers are illegal and invalid as per Section 4 of the RERA Act, as the respondent had neither applied for nor obtained the requisite occupation certificate at the time of issuing these notices. The demands raised in these notices were arbitrary, unjustified, and contrary to law. Further, the delay possession charges adjusted by the respondent were wrongfully calculated at Rs.5/- per sq. ft. for the period from 20.06.2016 to 31.05.2021. The respondent has asked for increased area charges, escalation charges etc. It is pertinent to mention that the respondent unilaterally increased the area and without prejudice to the same, they have even failed to justify which area has been increased. The escalation cost is also completely baseless and arbitrary.
- VIII. That the respondent obtained the occupation certificate only on 12.07.2024, rendering the prior possession offers invalid and illegal. It is a settled principle of law that possession cannot be offered without the requisite OC, as mandated under RERA and other applicable regulations. Any such offer made in the absence of the OC is void ab initio and cannot be considered a valid possession offer.





IX. That on 28.10.2024, the respondent issued a cancellation letter to the complainant. Despite the complainant having made 95% of the total payment towards sale consideration as per the agreement, the respondent has proceeded with the cancellation without any justifiable cause. The respondent has alleged prior notices were sent to the complainant in their cancellation letter, but no such notices were ever received. The cancellation letter issued by the respondent is in direct contravention of clause 9.3 of the model agreement, Haryana Real Estate Regulatory Authority (HRERA) Rules and Regulations, 2017.

X. That upon being shocked by the receipt of the cancellation letter, the complainant immediately approached the office of the respondent and sent several emails raising concerns regarding the cancellation. Despite repeated attempts, no satisfactory response or resolution was provided.

XI. That having exhausted all possible remedies, the complainant issued a legal notice dated 19.11.2024, to the respondent, highlighting the arbitrary cancellation and raising specific concerns. It is submitted that the respondent has not replied to the said legal notice to date. Thus, being aggrieved by the respondent's conduct, the complainant has filed the present complaint before this Authority.

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

4. The complainant has sought following relief(s).
  - i. Set aside the illegal demand notices dated 11.08.2021 and 15.03.2024 and to set aside cancellation letter dated 28.10.2024.
  - ii. Direct the respondent to pay delay possession charges at prescribed rate of interest and to give possession of the unit to 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.

**D. Reply by the respondent.**

6. The respondent vide its reply dated 28.02.2025 has contested the complaint on the following grounds:

- i. That the complainant after making independent enquiries and after being fully satisfied about the project, had booked a unit with the respondent in its project namely 'The Esfera' located in Sector-37C, Gurugram for a total consideration amount of Rs.73,97,126/- including applicable tax and additional miscellaneous charges.
- ii. That the construction of the said project has already been completed and respondent had procured occupation certificate for the tower in question on 13.03.2024 and has duly dispatched the offer of possession dated 15.03.2024, only after the issuance of OC by the competent authority.
- iii. That the complainant had failed to make the required payments despite receiving numerous reminders. Additionally, at the time of signing the BBA, the complainant expressly consented to bear the costs associated with the increased area and escalation charges. However, the complainant has failed to fulfill this obligation. The complainant has alleged that respondent has raised illegal demands from the complainant, however, the demands raised by the respondent are strictly in terms of the BBA signed between the parties.
- iv. That the respondent sent reminder letters dated 15.03.2024, 17.07.2024 and 17.08.2024 to the complainant to clear the outstanding dues. Subsequently, the respondent sent a pre-cancellation notice dated 28.08.2024, reiterating the request for the complainant to make the payment and take possession. However, the





complainant did not comply. After providing the complainant with ample opportunities, the respondent had no other alternative but to cancel the allocation of the said unit, as communicated in letter dated 28.10.2024.

- v. That the complainant claims that the interest charged for default payments exceeds the limit, but such charges were clearly stated in the BBA at the time of execution. Both parties, including the complainant, agreed to these terms by signing the contract, which makes it legally binding. That there is no legal basis to challenge the said charges, as they were transparently disclosed. Therefore, the interest charges are valid and enforceable as per the BBA.
- vi. That delay was caused in completion of construction of the said project due to certain unforeseeable circumstances such as shortage of building material and labour, ban on construction activities due to orders passed by Hon'ble Supreme Court, National lockdown due to pandemic Covid-19, non-payment of outstanding dues by numerous allottees, including the complainant and are duly covered under force majeure clause of the BBA. Further, the respondent company entered the corporate insolvency resolution process vide order dated 31.08.2023 passed by the Hon'ble National Company Law Tribunal. During the period of the moratorium, which lasted for five months, all operations of the respondent company were suspended.
- vii. That the respondent being under considerable pressure due to ongoing proceedings before various forums, financial strain, and the failure of the complainant to fulfill the outstanding financial obligations, after careful consideration, was compelled to cancel the unit, proceed with the sale of the unit and created third-party rights in accordance with the applicable terms and conditions.



viii. That this Authority vide order dated 29.01.2025, had directed the respondent to maintain status quo with regard to the unit of the complainant till the next date of hearing. The unit in question has already been sold to Mr. Amrit Pal Singh on 30.11.2024. In view thereof, the present unit was sold to Mr. Amrit Pal Singh prior to passing of the aforementioned order, hence, the same status shall be maintained by the respondent. The respondent is willing to refund the amount paid by the complainant after deducting the earnest money, in accordance with clause 4 of the BBA.

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

#### **E. Jurisdiction of the authority**

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

##### **E.I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:



**Section 11**

.....

**(4) 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.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the objections raised by the respondent.**

**F. I Objections regarding force majeure.**

12. The respondent-promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction, shortage of material and labour, major spread of Covid-19 across worldwide, non-payment of outstanding dues by numerous allottees including the complainant, initiation of CIRP proceedings against respondent company etc. However, all the pleas advanced in this regard are devoid of merits. First of all, the possession of the unit in question was to be offered by 19.07.2016. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Further, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the respondent-promoter cannot be given any leniency on based of aforesaid reasons



and it is a well settled principle that a person cannot take benefit of his own wrong and the objection of the respondent that the project was delayed due to circumstances being force majeure stands rejected.

**G. Findings on the relief sought by the complainant.**

**G.I Set aside the illegal demand notices dated 11.08.2021 and 15.03.2024 and to set aside cancellation letter dated 28.10.2024.**

**G.II Direct the respondent to pay delay possession charges at prescribed rate of interest and to give possession of the unit to the complainant.**

13. The complainant has submitted that on 11.08.2021 and 15.03.2024, the respondent issued demand notices cum possession offers for "fit-outs" to the complainant. Whereas the respondent obtained the occupation certificate only on 12.07.2024, rendering the possession offers invalid and illegal. Further, the respondent unilaterally increased the area and without prejudice to the same, they have even failed to justify which area has been increased. The escalation cost is also completely baseless and arbitrary. Furthermore, despite the complainant having made 95% of the total payment towards sale consideration as per the agreement, the respondent has proceeded with the cancellation on 28.10.2024, without any justifiable cause. The respondent has alleged prior notices were sent to the complainant in their cancellation letter, but no such notices were ever received. The respondent has contended that at the time of signing the BBA, the complainant expressly consented to bear the costs associated with the increased area and escalation charges. However, the complainant has failed to fulfill this obligation. Further, after receiving OC, it has sent two demand notices on 15.03.2024 and 17.07.2024 and a reminder was also sent regarding the outstanding dues. However, the complainant failed to make the necessary payment. A pre-cancellation notice was sent on 28.08.2024, urging the



complainant to settle the dues and take the possession. After providing multiple opportunities, the respondent has no other option but to cancel the unit, as stated in the letter dated 28.10.2024. Further, post cancellation, the unit in question has already been sold to Mr. Amrit Pal Singh on 30.11.2024. Now the question before the Authority is whether the cancellation made by the respondent vide letter dated 28.10.2024 is valid or not.

14. The authority observes that the respondent vide reply dated 28.02.2025, has submitted that it had procured occupation certificate for the tower in question on 13.03.2024 and has duly dispatched the offer of possession dated 15.03.2024, only after the issuance of OC by the competent authority. On perusal of the occupation certificate dated 13.03.2024, it is determined that the office of DTCP after considering the applications of the respondent dated 18.04.2023 and 04.03.2024, has considered the in principle approval for the purpose of inviting objections/suggestions for construction of the 256 units (3 no's extra units) Tower A, B & C instead of sanctioned 253 no's units, without approval of building plans subject to fulfilment of certain conditions. Further, as per official website of the DTCP, Haryana, the final approval/occupation certificate for the tower in question has been granted to the respondent only on 12.07.2024. However, the respondent arbitrarily prior to obtaining of occupation certificate from the competent Authority, vide 'demand note cum possession offer for fit outs' dated 11.08.2021 and 'offer of possession for fit-outs' letter dated 15.03.2024 intimated the complainant regarding handing over of possession of the units in Tower-C of the project, subject to payment of amount demanded by it under various heads without giving any justification/clarification regarding it in the said letter, which cannot be







held valid in the eyes of law. The authority further observes that although, post receipt of OC on 12.07.2024, the respondent again offered possession of the unit to the complainant vide offer of possession and demand letter dated 17.07.2024. However, despite numerous emails from the complainant, the respondent again failed to give any justification/clarification regarding the amount demanded by it under various heads including the increased super area and in continuation of the same, the respondent ultimately cancelled the allotment vide final cancellation notice dated 28.10.2024. It is determined that the respondent has increased the super area of the unit from 1650 sq. ft. to 1815 sq. ft. without any prior intimation and justification to the complainant. The authority has decided this issue in the complaint bearing no. **4031 of 2019** titled as **Varun Gupta V/s Emaar MGF Land Ltd.** wherein, the authority holds that the demand for extra payment on account of increase in the super area by the respondent-promoter from the allottee(s) is legal but subject to condition that before raising such demand, details have to be given to the allottee(s) and without justification of increase in super area, any demand raised in this regard is liable to be quashed. However, this remains subject to the condition that the flats and other components of the super area on the project have been constructed in accordance with the plans approved by the competent authorities. Accordingly, the demand for increase in super area without any prior intimation and justification to the complainant is bad in the eyes of law. Further, the delay possession charges calculated by the respondent in the offer of possession letter dated 17.07.2024 is in contravention of the provisions of the Act, 2016 as well as Rules, 2017. Thus, seeing various illegalities on part of the respondent in this particular case, the Authority is of view



that the respondent should not be allowed to get unfair advantage of its own wrong. In view of the above, the final cancellation notice dated 28.10.2024 as well as demand with respect to increased area cannot be held valid in the eyes of law and is hereby set aside.

15. 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."***

16. Clause 10.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

***10.1. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT***

***"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said apartment within a period of three and half years from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in clause 11.1, 11.2, 11.3, and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure C or as per the demands raised by the developer from time to time or any failure on the part of the allottee to abide by all or any of the terms or conditions of this agreement."***

17. As per the above possession clause, the respondent was obligated to complete the construction of the project within a period of 3 years and 6 months from the date of execution of buyer's agreement. The apartment buyer's agreement was executed between the parties on 19.01.2013. Therefore, the due date for handing over of possession comes out to be 19.07.2016.

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

19. 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.
20. 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., 07.05.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
21. The definition of term 'interest' as defined under section 2(z) 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:

*"(z) "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;"*

22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **11.10%** by the respondent/promoter which is the same as is being granted to her in case of delayed possession charges.
23. On consideration of the documents available on record as well as submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 10.1 of the apartment buyer's agreement executed between the parties on 19.01.2013, the possession of the subject flat/apartment was to be delivered within a period of 42 months from the date of execution of the agreement. Therefore, the due date of handing over possession comes out to be 19.07.2016. The respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 19.01.2013 executed between the parties.
24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid by the promoter, interest at prescribed rate @11.10% p.a. for every month of delay from the due date of possession i.e., 19.07.2016 till valid offer of possession plus two months or actual handing over of possession,

whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

25. Further, keeping in view of the fact that the respondent has already created third party rights on the unit in question, the respondent/promoter is directed to offer possession of a similarly located unit/flat of same size and specifications at same rate as per the agreement dated 19.01.2013 in the said project to the complainant.

**G. Directions of the authority**

26. 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 cancellation letter dated 28.10.2024 as well as demand with respect to increased area is set aside. The respondent is directed to offer possession of a similarly located unit/flat of same size and specifications at same rate as per the agreement dated 19.01.2013 in the said project to the complainant.
- ii. The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 19.07.2016 till valid offer of possession plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
- iii. The arrears of such interest accrued from the due date of possession i.e., 19.07.2016 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the



promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- iv. The respondent/promoter is directed to supply a copy of the updated statement of account after adjusting delay possession charges in terms of the directions given above within a period of 30 days to the complainant.
  - v. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of updated statement of account.
  - vi. The respondent/promoter shall handover physical possession of the flat/unit to the complainant in terms of Section 17(1) of the Act of 2016.
  - vii. The respondent shall not charge anything from the complainant which is not the part of the apartment buyer's agreement dated 19.01.2013.
  - viii. 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.
27. Complaint stands disposed of.
28. File be consigned to registry.

**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 07.05.2025