

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Date of Decision: July 10, 2025**

**(1)Appeal No. 897 of 2024**

Mapsko Builders Pvt. Ltd. through its authorized representative, Baani, The Address Building 1-6<sup>th</sup> Floor, Golf Course Road, Sector 56, Gurugram-12011, Haryana

Appellant.

Versus

Rajesh Kumar, House No. 595, Sector 23, Sonipat, Haryana

Respondent

**(2)Appeal No. 898 of 2024**

Mapsko Builders Pvt. Ltd. through its authorized representative, Baani, The Address Building, 1-6<sup>th</sup> Floor, Golf Course Road, Sector 56, Gurugram-12011, Haryana

Appellant.

Versus

Savita, House No. 442, Sector 23, Sonipat, Haryana

Respondent

Present : Ms. Sandhya Gaur, Advocate for the appellant.  
Mr. Vikas Lochab, Advocate for the respondent(s).

**CORAM:**

**Justice Rajan Gupta**  
**Rakesh Manocha**

**Chairman**  
**Member (Technical)**  
(joined through VC)

**O R D E R:**

**RAJAN GUPTA, CHAIRMAN (ORAL):**

This order shall dispose of above-mentioned two appeals, as common questions of law and facts are involved

therein. However, the facts have been extracted from Appeal No. 897 of 2024.

2. Present appeal is directed against order dated 14.10.2024, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

*“36. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:*

*(i) Respondent is directed to pay upfront delay interest of Rs.6,83,718/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order.*

*(ii) The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e. 11.1% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.*

**Disposed of.** *File be consigned to record room after uploading on the website of the Authority.”*

2. It appears that project Mapsko City Homes was floated by the promoter in Sector 27, Sonipat. FBA<sup>2</sup> with the allottee was executed on 07.03.2012. Total sale consideration of the floor was Rs.14,40,530/-. The allottee is stated to have paid an amount of Rs.15,46,012/-. Occupation Certificate in respect of the project was granted on 06.10.2017 and actual possession

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Panchkula

<sup>2</sup> Floor Buyer's Agreement

was handed over on 12.07.2018. Almost after lapse of five years, the allottee filed the instant complaint seeking DPC<sup>3</sup>.

3. After considering rival contentions, the Authority directed payment of delay possession interest to the allottee as well as interest @11.1% to promoter in case of default in making payment by the allottee.

4. Limited grievance raised by the appellant before this Bench is that in terms of agreement, the appellant was entitled to six months grace period. Relevant clause is reproduced hereunder for ready reference:

*“14.a. That the promoter shall endeavor to complete the construction of the said Floor within a period of eighteen months from the date of signing of this Agreement with the Buyer or with an extended period of six months, subject to force majeure conditions as mentioned in Clause (b) hereunder and subject to other Floor Buyers making timely payment as mentioned in the payment Plan given in Schedule-II of this Agreement or subject to any other reasons beyond the control of the promoter. No claim by way of damages/compensation shall lie against the promoter in case of delay in handing over the possession on account of any of the aforesaid reasons and the promoter shall be entitled to a reasonable extension of time for the delivery of possession of the said floor to the buyer.”*

5. Heard learned counsel for the parties and given careful thought to the facts of the case.

6. A bare reading of the aforesaid clause shows that FBA allows grace period of six months to the promoter. Facts

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<sup>3</sup> Delayed Possession Charges

and circumstances of the instant case, we feel that the appellant is entitled to benefit of above clause. It cannot be lost sight of that the allottee invoked jurisdiction of the Authority after a lapse of almost five years of taking possession of the unit in question. However, this aspect has not been seriously challenged by the promoter, thus needs not be gone into.

7. Its only plea is that six months grace period be granted to it in terms of clause 14(a) of the FBA. We feel that prayer of the appellant is justified.

8. Under these circumstances, we partly allow the appeals and decide to grant six months grace period to the appellants.

9. The amount of pre-deposit made by the promoter in each appeal, along with interest accrued thereon, be remitted to the Authority for disbursement to the parties as per their entitlement, subject to tax liability, if any.

10. Copy of this order be forwarded to the parties/their counsel and the Authority.

11. Files be consigned to the record.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)  
(joined through VC)

July 10, 2025  
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