

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

**Complaint no.:** 132 of 2024  
**Date of filing:** 16.01.2024  
**Order pronounced on:** 15.07.2025

Ritu Rae Chandra & Amit Chandra  
**R/o:-** House no. 455/A, Palm Vihar, Gurugram,  
Haryana 122017

**Complainants**

Versus

M/s Vatika Limited  
**Regd. Office at:** - Unit no. A-002, INXT City  
Centre, Ground Floor, Block-A, Sector-83,  
Vatika India Next, Gurugram-122002

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairman  
Member**

**APPEARANCE:**

Shri Sukhbir Yadav (Advocate)  
Shri Dhruv Dutt Sharma (Advocate)

Complainant  
Respondent

**ORDER**

1. This complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules

and regulations made 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.no.	Heads	
1.	Project name and location	Vatika India Next, Sector 81, 82, 82A, 83, 84 & 85 Gurugram, Haryana.
2.	Nature of the project	Residential colony
3.	Project Area	182.8 acers
4.	DTCP license no.	113 of 2008 dated 01.06.2008 Valid upto 31.05.2018
5.	Name of licensee	C/o M/s Vatika Limited
6.	RERA registered/not registered	<b>Un-registered</b>
7.	Unit no.	22/M-4.1/83M/240 sqyds/Sector 83 (as per addendum to the buyer agreement dated 20.05.2013 at page 63 of complaint)
8.	Unit admeasuring	240 sq. yds. (Page no. 41 of complaint)
9.	Date of execution of the buyer's agreement	08.06.2012 (page no. 39 of complaint)
10.	Possession clause	<b>"10- Schedule for possession of the said residential plot</b> <i>"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete development of the said residential plot within a period</i>

		<i>of 3 years from the date of execution of this agreement unless there shall be a delay ...</i> <b>(Emphasis Supplied)</b> (page 46 of complaint)
11.	Due date of possession	08.06.2015 (Note: The due date is calculated from the date of execution of buyer's agreement)
12.	Addendum to Buyer Agreement (for change of unit no.)	20.05.2013 (As per page no.63 of complaint)
13.	Total consideration	Rs.1,24,80,000/- (As mentioned in BBA at page no. 42 of complaint)
14.	Total amount paid by the complainant	Rs.1,27,68,500/- (As per SOA dated 30.12.2023 at page no. 79 of complaint)
15.	Occupation certificate	Not Obtained
16.	Intimation of possession	08.03.2016 (As per page no. 71 of complaint)
17.	Offer of possession	13.04.2016 (As per page no. 76 of complaint)
18.	Possession certificate	26.04.2016 (as per page no. 77-78 of complaint)

**B. Facts of the complaint.**

3. The complainant has made the following submissions in the complaint:
  - a. That in September 2011, the complainant/allottee, Amit Chandra received a marketing call from the office of the respondent, who represented himself as the sales manager of the respondent company and marketed a residential plot namely "Vatika India Next" situated at Sector – 83, Gurugram. The respondent asked to book a residential plot in the project "Vatika India Next" situated at Sector-83, Gurugram.

- b. That the complainants booked a residential plot having an area of 240 sq. yds. in the project on 01.09.2011 and issued a cheque bearing Cheque No. 351092 dated 01.09.2011 of Rs. 12,50,000/- drawn on HDFC Bank and signed an application form. Thereafter, the respondent issued a letter of allotment in the name of the complainants, confirming the allotment of a residential plot no. 021/ST.83 B-14/240/Sec-83/VIN admeasuring 240 sq. yds. The residential plot was booked for a total sale consideration of Rs.1,24,80,000/- under a development link payment plan.
- c. That on 08.06.2012, a pre-printed, unilateral, ex-facie, and arbitrary plot buyer agreement was executed inter-se the complainants and the respondent with respect to plot No. 21, street no. 83, B-14, Sector – 83 B, Gurugram admeasuring 240 sq. yd. As per clause no. 10 of the plot buyer agreement the respondent has to give the physical possession of the plot within 3 years from the date of execution of the agreement, therefore the due date of possession was 08.06.2015.
- d. That in May 2013, the respondent informed the complainants that due to a change in the zoning plan/ layout plan the unit/plot number has been changed, and the new number of plot will be plot no. 22, Street No. M-4.1, Section 83, Gurugram, admeasuring 240 sq. yd. Thereafter, an addendum to the builder buyer agreement, dated 20.05.2013 was executed between the parties.
- e. That on 16.11.2015 respondent issued a re-allotment letter to complainant in the project for plot no.22/M-41/83M/240 Sector 83, Gurugram and asked to present on the given time with original allotment letter to sign the addendum. Thereafter, the

complainants went to the office of the respondent and signed a fresh addendum for unit no. 12/M-4.1/83M/240/ Sector 83.

- f. That on 06.12.2015, the complainant sent an email to the respondent in revert to the re-allotment letter dated 16.11.2015 sent by the respondent. Thereafter, several e-mails were exchanged between the parties.
- g. That on 08.03.2016, the respondent sent an intimation of possession letter to the complainant of unit no. TWN-003/12M-4.1/83M/240/Sector 83. The respondent once again changed the plot number in the intimation of possession at Vatika India Next Plots and also changed the area of the plot to 239.95 sq. yd.
- h. That on 13.04.2016, the respondent issued a letter of offer of possession for plot no. 12, M-4.1, Vatika India Next, Gurgaon, and asked for payment of maintenance charges. That said offer of possession was illegal as there was no completion certificate for the plot in question and there was no firm zoning of the plot. The notice for possession contains illegal and unjustifiable demands, therefore, not tenable in the eyes of the law.
- i. That on 26.04.2016, the complainants under protest took the paper possession of the plot. At the time of the offer of paper possession, the respondent assured that the conveyance deed of the plot would be executed within 2 months and zoning would be provided at the time of execution of the conveyance deed.
- j. That since June 2015 the complainants have been requesting the respondents to provide a copy of the completion certificate and occupancy certificate, however, the respondent kept on ignoring all the requests made by the complainants. That despite several visits





and requests of the complainants, the respondent did not provide the CC and part CC. The respondent attempted to offer the possession vide letter dated 13.04.2016 without obtaining CC and OC from the competent authorities which is an illegal act of the respondent.

- k. That despite paying more than 100% of the consideration amount i.e., Rs.1,27,68,500/- as per the statement of account dated 30.12.2023, the respondent has failed to provide the CC, OC, zoning, and the possession of the unit, before the due date of possession and till date.
- l. That the complainants sent several emails asking for registration of the conveyance deed and withdrawal of the maintenance charges, as the offer of possession was invalid and illegal, however, all went in vain. That without registration of the conveyance deed and zoning the complainants cannot construct the plot and use the plot.
- m. That the complainants asked for the occupancy certificate and completion certificate for multiple times, however, the respondent has not provided the same till today itself. The respondent has not obtained the OC and CC then how can the respondent honour the reasonable demands of the complainants; therefore, it is the only reason that the respondent is not providing the OC and CC to the complainants.
- n. That the complainants also asked the respondent to provide the original and revised layout/building plans, but the respondent did not provide the said plans as well. The respondent has not obtained OC or CC and the project of the respondent is not registered with RERA or the respondent did not apply for registration of its project i.e., Vatika India

Next. Moreover, the respondent did not provide the original and revised layout/building plans upon asking of the complainants, Hence, all the acts of the respondent clearly shows that the respondent/builder did not have pure and genuine feelings but to deceive the complainants and to embezzle all the hard-earned deposited money of the complainant.

- o. That the complainants do not want to withdraw from the project. The promoter has not fulfilled his obligation therefore as per obligations on the promoter under sections 11 (4), 19(1), and 19 (3) of the Act.

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

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

- a. Direct the respondent to give the lawful possession of the complainants' plot and execute the conveyance deed with Zoning and after obtaining CC approval by the competent authority
- b. Direct the respondent to pay delay possession charges/interest from the due date of possession till actual handover of possession after obtaining CC.
- c. Direct the respondent to get the project in question registered with RERA as per Act of 2016.
- d. Direct the respondent to provide original layout and revised layout plan.
- e. Direct the respondent to submit an affidavit affirming that the complainant's residential plot has not been sold to any other person.
- f. Penal proceedings may be initiated against the respondent for non-registration with RERA.

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 has contested the complaint on the following grounds:
- a. That the complaint filed by the complainants before the Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The complainants have misdirected themselves in filing the complaint before this Authority as the relief being claimed by the complainants, besides being illegal, misconceived and erroneous, cannot be said to even fall within the realm of jurisdiction of this Authority.
  - b. That further, without prejudice to the aforementioned, even if it was to be assumed though not admitting that the filing of the complaint is not without jurisdiction, even then the claim as raised cannot be said to be maintainable and is liable to be rejected for the reasons as ensuing.
  - c. That certain provisions of the 2017 Haryana Real Estate Regulatory Authority Rules, which may be relevant for the adjudication of the present *lis*. The conjoint reading of sections/rules, Form and Annexure 'A', 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.
  - d. 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. Rather, the agreement that has been referred to, for the purpose of getting the adjudication of the complaint, though without jurisdiction, is the plot buyer's agreement, executed much prior to coming into force of 2016 Act.

- e. That the adjudication of the complaint for interest, as provided under Sections 12, 14, 18 and 19 of 2016 Act, if any, has to be in reference to the agreement for sale executed in terms of 2016 Act and 2017 Haryana Rules and no other agreement. This submission of the respondent *inter alia*, finds support from reading of the provisions of 2016 Act as well as 2017 Haryana Rules, including the aforementioned submissions.
- f. That no relief much less as claimed can be granted to the complainants. It is reiterated at the risk of repetition that this is without prejudice to the submission that in any event, the complaint, as filed, is not maintainable before this Authority.
- g. That the respondent had already offered possession to the complainants vide letter dated 08.03.2016 and thereafter vide Letter dated 13.04.2016. The complainants after fully satisfying themselves with regard to the measurements, specifications and fittings/ fixtures had taken possession vide Letter dated 26.04.2016. The complainants have already taken over the possession of the plot prior to the Haryana Real Estate Regulatory Authority Act, 2016 and as such the present complaint is not maintainable.
- h. That the present complaint is liable to be dismissed as the same is hopelessly time barred.
- i. All other averments made in the complaint were denied in toto.

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 observes that it 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, 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.

**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)(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 complainants at a later stage.

**F. Findings on the relief sought by the complainants.**

**F.I. Direct the respondent to give the lawful possession of the complainants' plot and execute the conveyance deed and after obtaining CC approval by the Competent Authority.**

**F.II. Direct the respondent to pay delay possession charges/interest from the due date of possession till actual handover of possession after obtaining CC.**

**F.III. Direct the respondent to provide original layout and revised layout plan.**

**F.V. Direct the respondent to submit an affidavit affirming that the complainant's residential plot has not been sold to any other person.**

**F.VI. Direct the respondent to provide original layout and revised layout plan.**

12. In the present matter, initially the complainants were allotted the plot no. 21, street no. 83 B-14 in Block B, Sector 83 admeasuring 240 sq. yds. vide plot buyers' agreement dated 08.06.2012 and further, an addendum to builder buyer agreement was executed on 20.05.2013 vide which new plot was allotted to the complainants bearing no. 22/M-4.1/83M/240sq.yds. /Sector 83 in the project Vatika India Next. That as per buyers' agreement dated 08.06.2012 the total sale consideration of the plot is Rs.1,27,68,500/-. The respondent re-allotted the above said unit of the complainants two times without their consent vide letters dated 20.05.2013, and 24.12.2015 finally was allotted Plot no. 12/M-

4.1/83M/240sq.yds./Sector83, admeasuring 240 sq. yds. in the project "Vatika India Next" situated in sector 83, Gurugram vide addendum agreement dated 24.12.2015. As per clause 10 of the BBA the respondent was obligated to deliver the possession of the unit within 3 years from the date of execution of the agreement. Further, the addendum agreement states that *'all other terms and conditions of the builder buyer's agreement shall remain the same and binding on the parties. This addendum shall be considered as an integral part & parcel of the builder buyer's agreement dated 08.06.2012, modifying only those terms as have been specifically mentioned hereinabove, all other terms and conditions of the builder buyer's agreement dated 08.06.2012 shall remain unaltered and effective'*. Accordingly, the due date of possession comes out to be 08.06.2015.

13. The counsel for the complainant during the course of hearing stated at bar that although the possession of the said plot has been handed over by the respondent vide possession letter dated 24.04.2016 whereas the plot is physically not identifiable at the said location. Also, there is no development work at site and despite having paid full consideration, neither the complainants are able to get building plans approved nor any construction can be raised. In view of the above contention raised by the complainant, the Authority vide order dated 12.09.2024, appointed Engineering Executive as local Commissioner to visit the site and the same was done on 05.12.2024 in the presence of the counsels of the both parties. The LC report was submitted on 31.12.2024.
14. The conclusive para of the LC report dated 31.12.2024 is reproduced hereunder for the ready reference: -

*"I. The respondent promoter has submitted the revised layout plan dated 11.06.2014 of the residential plotted colony having*

area measuring 477.206 acers wherein the plot no. i.e. 12/M-4.1 allotted to the complainant is not mentioned on any plan. The promoter was asked to submit the zoning plan and all layout plans approved earlier and to mark the plot number allotted to the complainant on plans submitted by them so as to find out the location of allotted plot, but they failed to submit both/same.

**II.** In the absence of submission of approved zoning plan (marked with plot number), the location of plot number allotted to the complainant cannot be identified and, in that situation, the current status of the plot allotted to the complainant cannot be identified and, in that situation, the current status of the plot allotted to the complainant cannot be submitted. However, as per the marketing plan submitted by the promoter and site inspection done, the plot no 12/M-4.1 exists there on the site, but no specific numbering (plot burji) has been found at the time of site visit with respect to the plot no.12/M-4.1.

**III.** Further, as per site observations, it is found that the location on which proposed site for hospital is shown in approved layout plan dated 11.06.2014, residential plots are demarcated on the site over that location as per marketing plan and the services such as sewer line, storm line, electrical line has been laid down at the site and the road has been constructed also.

**IV** That plot location is roughly marked on approved layout plan (Annex-"B") i.e., on proposed hospital site and duly marked on marketing plan (Annex-"C") submitted by the promoter for reference."

15. The complainant has instituted the present complaint seeking possession of the allotted plot, along with delay compensation in accordance with the proviso to Section 18(1) of the Real Estate (Regulation and Development) Act.
16. The Authority observes that, as per the LC report, the plot allotted to the complainants is situated on the site earmarked for a hospital as per the approved layout plan dated 11.06.2014. Notwithstanding this, the respondent proceeded to offer possession of the subject unit to the complainants on 13.04.2016, without obtaining the requisite Completion Certificate from the Competent Authority, and subsequently issued the possession letter dated 26.04.2016. In view of the foregoing,



the Authority finds the respondent to be in breach of its obligations, and holds that the respondent, in terms of Section 18 of the Real Estate (Regulation and Development) Act, 2016, is under a statutory duty to hand over possession of the plot in accordance with the terms and conditions stipulated in the Builder Buyer Agreement (BBA) dated 08.06.2012.

17. Furthermore, it is noted that the possession offer made by the respondent does not qualify as a valid offer of possession in law. At this juncture, the Authority deems it necessary to elucidate the concept of a 'valid offer of possession,' as the legal consequences hinge upon this distinction. Specifically, upon issuance of a valid and lawful offer of possession, the promoter's liability for delay ceases. Conversely, where the offer is found to be invalid or unlawful, the promoter's liability continues unabated, and the allottee remains entitled to interest for the period of delay in handing over valid possession. After careful consideration of the matter, the Authority concludes that a valid offer of possession must satisfy the following essential conditions:
- i. Possession must be offered after obtaining occupation certificate.
  - ii. The subject unit should be in habitable condition.
  - iii. Possession should not be accompanied by unreasonable additional demands.
18. The Authority notes that the fundamental prerequisite for a valid offer of possession has not been satisfied by the respondent, inasmuch as the respondent failed to offer possession of the subject unit to the complainant subsequent to the issuance of the Completion Certificate by the Competent Authority. Consequently, the offer of possession made vide letter dated 13.04.2016 cannot be deemed a valid and lawful offer

of possession, owing to the absence of the requisite Completion Certificate.

19. The complainant has filed the present complaint seeking delay possession charges as per proviso to section 18 (1) of the Act, 2016.

***"Section 18: - Return of amount and compensation***

*"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".*

20. The apartment buyer's agreement was executed between the parties. As per clause 10 of the agreement, the possession was to be handed over within a period of 3 years from the date of execution of agreement. The clause 10 of the buyer's agreement is reproduced below:

***"10. Schedule for Possession of the Said Residential Plot***

*The Developer based on its present plans and estimated and subject to all just exceptions contemplated to complete development of said Residential plot within a period of 3 (three) years from the date of execution of this agreement unless there shall be failure due to reasons mentioned in other Clause herein or due to failure of Allottee(s) to pay in time the price of the said residential plot along with all other charges and dues in accordance with the schedule of payments given herein in Annexure-II or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this agreement"*

21. **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.*

22. The legislature in its wisdom in the subordinate legislation under the 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.
23. 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., 15.07.2025 is 8.90%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.90%. (The rate of interest has been inadvertently mentioned as 11.10% in POD dated 15.07.2025)
24. 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;"*

25. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondent /promoter which is the same as is being granted to them in case of delayed possession charges.
26. The complainant is also seeking relief of possession. The Authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainant as per the terms and conditions of the builder buyer agreement dated 08.06.2012 executed between the parties.
27. Accordingly, the respondent is liable to offer alternative unit similarly situated, of similar size and at similar price as earlier agreed in BBA dated 08.06.2012 and addendum to the agreement dated 20.05.2013 on account of its inability to deliver the subject unit to the complainants.
28. 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 complainants are entitled to delay possession charges at prescribed rate of the interest @ 10.90 % p.a. w.e.f. due date of possession i.e., 08.06.2015 till valid offer of possession after obtaining of OC from the competent authority 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.
29. The Authority is of the view that the respondent is directed not to charge anything which is not the part of BBA dated 08.06.2012.

**G. Directions of the authority**

30. 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):

- a. The respondent is directed to handover the possession of an alternative unit of same size, similar location and at the same rate and specifications at which the unit was earlier purchased, 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 within two months from the date of this order.
- b. The respondent is directed to pay the interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.90 % p.a. w.e.f. due date of possession i.e., 08.06.2015 till valid offer of possession after obtaining of OC from the competent authority 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.
- c. The arrears of such interest accrued from due date of possession till the date of this order 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 respondent-promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- d. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement.






- e. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.

31. Complaint stands disposed of.

32. File be consigned to registry.

  
**(Ashok Sangwan)**  
Member

  
**(Arun Kumar))**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
**Date: 15.07.2025**