

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

**Complaint no.** : 5490 of 2024  
**Date of filing** : 19.11.2024  
**Date of order** : 23.12.2025

Shipra Saini  
Through SPA Holder Nisha Gogia  
**R/o:** House No.233, Vikas Kunj, Vikas  
Puri, New Delhi - 110018.

**Complainant**

Versus

M/s Pivotal Infrastructure Private Limited  
**Regd. Office at:** 309,3<sup>rd</sup> Floor, JMD  
Pacific Square, Sector-15, Part-II,  
Gurugram-121001.

**Respondent**

**CORAM:**

Shri Arun Kumr  
Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Ms. Manju Taneja (Advocate)  
Sh. Ankit Vohra (AR)

**Complainant  
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 there under 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:

S.No.	Particulars	Details
1.	Name and location of the project	"Paradise" at sector 62, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	5.06875 acres
4.	DTCP license no. and validity status	05 of 2016 dated 30.05.2016 Valid up to 30.09.2024
5.	Name of Licensee	Pivotal Infrastructure Private Limited
6.	RERA Registered/ not registered	<b>Registered</b> Vide no. 178 of 2017 dated 01.09.2017 Valid up to 29.05.2021
7.	Unit no.	106, 01 <sup>st</sup> floor, Tower-T7 (As per page no. 28 of the complaint)
8.	Unit area admeasuring	303 sq. ft. (Carpet area) (As per page no. 28 of the complaint)
9.	Allotment letter	12.01.2018 (As per page no.28-33 of the complaint)
10.	Date of apartment buyer's agreement	09.05.2018 (As per page no. 34-69 of the complaint)
11.	Date of building plan approval	25.07.2016 (As per Haryana TCP data also taken from the similar complaint of same project.)
12.	Environmental clearance dated	28.07.2017 (As per Haryana TCP data also taken from the similar complaint of same project.)
13.	Possession clause	<b>Not Available</b>

14.	Possession clause as per Affordable Housing Policy, 2013	1(iv)All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environment clearance, whichever is later. This date shall be referred to as the “date of commencement of project” for the purpose of this policy.
15.	Due date of possession	<b>28.01.2022</b> (28.07.2021 plus additional grace of 6 months of Covid-19 as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.) [Note: Due date of possession calculated 4 years from the date of environmental clearance dated 28.07.2017, being later]
16.	Total sale consideration	Rs.12,41,000/- (As mentioned in clause 2.1 of BBA at page no. 46 of the complaint)
17.	Amount paid by the complainant	Rs.17,22,476/- (As alleged at page 20 of complaint)
18.	Occupation certificate	19.09.2024 (As per Haryana TCP data)
19.	Offer of possession	21.09.2024 (As per page no.87-88 of complaint)

**B. Facts of the complaint:**

3. The complainant has made the following submissions in the complaint:
- That the complainant is a simple, law abiding and peace-loving person. The complainant throughout has acted as per the terms of the allotment, rules and regulations and the provisions laid down by law and no illegality whatsoever has been committed by him in adhering to his contractual obligations. The present complaint is being filed to the Haryana Real Estate Regulatory Authority, Gurugram.

- ii. That the respondent offered for sale of units in an Affordable Group Housing complex known as 'Paradise' which claimed to comprise of multi-storied apartments, residential units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector-62, Gurugram, Haryana. It was claimed that the project would be spread across approx. 5.06875 acres and would consist of several world class facilities. The said project was represented to be developed by the Respondent in accordance with the approvals and other sanctions in terms of the Affordable Group Housing Policy, 2013 notified by the Government of Haryana vide Town and Country Planning Department notification dated 19.08.2013.
- iii. The complainant applied to purchase 1 unit of residential apartment bearing unit no.106 having carpet area of 303 Sq. ft (28.149 sq mtr)., 7th Floor, in Tower 7 of the affordable group housing project "Paradise" situated in Sector-62, Village - Ullahawas Gurugram, Haryana and the same was allotted to the Complainant on 12.01.2018.
- iv. That the allotment letter dated 12.01.2018 mentions payment Schedule in Schedule-A annexed with the allotment letter which provides that 25% of the total price to be paid at the time of submission of the application/ allotment.
- v. The said unit was allotted against the price of Rs.12,41,000/-, as mentioned in the allotment letter as well as clause 2.1 of the builder buyer agreement dated 09.05.2018.
- vi. That the builder buyer agreement dated 09.05.2018 mentions in the payment schedule that the buyer is required to pay 37.50% of the total price at the time of allotment. Which is in contravention of the settled law. That the payment plan which was provided to our client in builder

buyer agreement dated 09.05.2018 was different to what was provided in allotment letter dated 12.01.2018. The allotment letter dated 12.01.2018 mentioned 25% of the total price payable at the time of submission of the application/ allotment, however, the builder buyer agreement dated 09.05.2018 finds mention that 37.50% of the total price to be paid at the time of booking/allotment. Consequently, our client had to pay 37.50% of the total price at the time of allotment.

- vii. That the agreement dated 09.05.2018 was a wholly one-sided document containing totally unilateral, arbitrary, one-sided, and legally untenable terms favoring the respondent and was totally against the interest of the purchasers, including the complainant herein. That it is pertinent to mention herein that while in the case of the complainant making the delay in the payment of instalments, the respondent is shown to be entitled to charge interest @15% per annum. However, the agreement is completely silent about the delayed penalty charges which the respondent would be paying to the complainant in case of default of the complainant in handing over the possession to the complainant as per the agreed timeline.
- viii. That the above stated provisions of the builder buyer's agreement besides other similar one-sided provisions were on the face of it highly illegal, absurd, unilateral, arbitrary, unconscionable and not valid. The legislature has promulgated the Real Estate (Regulation and Development) Act, 2016 to balance the bargaining power of the allottees who have been disadvantaged by the abuse of the dominant position of the developers.
- ix. That the complainant is vocal about the objections to the arbitrary and unilateral clauses of the agreement to the Respondent. It is pertinent to mention herein that prior to the signing of the agreement, complainant

had made payment of premium Rs. 4,00,000/-, and Rs.62,050/- at the time of allotment, out of the consideration amount of Rs.12,41,000/-. The respondent categorically assured the complainant that she need not worry and that the respondent would strictly adhere to the timeline, terms of the allotment and the provisions laid down by law including real estate (regulation and development) act, 2016 and affordable group housing policy, 2013.

- x. That since the complainant had already parted with a considerable amount of Rs.4,62,050/-, she was left with no other option but to accept the one-sided terms of the agreement. the complainant felt trapped and had no other option but to sign the dotted lines. Hence, the builder buyer's agreement dated 09.05.2018 was executed. that the respondent had demanded and the complainant had to pay more than 10% of the sale consideration amount prior to the execution of the agreement and the same is violation of Section 13 of the RERA Act,2016.
- xi. That despite having made the builder buyer's agreement dated 09.05.2018 containing terms very much favorable as per the wishes of the respondent, still the respondent miserably failed to abide by its obligations thereunder. The respondent failed to perform the most fundamental obligation of the agreement which was to handover the possession of the flat within the promised time frame, which in the present case was delayed for an extremely long period of time.
- xii. As per Article-5 Clause 5.1 of said 'Agreement', the physical possession offer was promised by the respondents within 48 (Forty-Eight) months from the grant of sanction of building plans for the project or the date of receipt of all the environmental clearances whichever is later i.e.

- 28.07.2017. Thereby, the respondent was supposed to hand over the physical possession of the allotted unit by 27.07.2021.
- xiii. That the complainant paid Rs.4,00,000/- through cheque as premium of the aforesaid flat having reference no. 000000112468 and 000000112469 to one person namely Srikant, who was associated with the respondent. Further, pursuant to the allotment, the complainant made payment of Rs.62,050/- through cheque no.112470 dated 12.01.2018 towards 1st Installment of payment as well as taxes for the allotted unit which was acknowledged by the respondent vide receipt no. R002801 dated 12.01.2018.
- xiv. That pursuant to the above the complainant made further payment of Rs.62,050/- to the respondent through cheque no. 112474 which was acknowledged by the respondent vide receipt no. R003558 dated 08.05.2018.
- xv. After the above, the builder, buyer and Capri Global Housing Finance Limited (CGHFL) entered into a tripartite agreement by way of the same the amount of Rs. 2,98,376/- was disbursed to the Respondent towards the flat respectively on 29.06.2018 in three tranches i.e. Rs. 5498/-, Rs. 44,678, and Rs. 2,48,200/-.
- xvi. That in March 2020 the Covid Pandemic severely affected the economic conditions of complainant. Complainant had been paying EMI to the Bank (CGHFL) towards the loan, and to the respondent towards the installment of flat, despite having loan sanctioned. Such financial constraint and loss suffered by Our Client is solely attributable to the respondent.
- xvii. That despite the above, complainant paid Rs. 5,00,000/- on 29.08.2022 through cheque no. 14792 to the respondent after which on 19.09.2022 she received a demand letter raising illegal demand of

Rs.9,34,252.94/-. Thereafter, another demand letter dated 01.04.2023 raising demand of Rs.9,63,830.18/-.

- xviii. That being helpless, complainant further paid Rs. 2,00,000/- through online transfer on 15.06.2023 and on 26.06.2023 respectively from account of Ms. Promila Gogia.
- xix. Pursuant to that, despite failure on its own part of respondent another illegal demand was raised on 09.11.2023 for Rs.8,92,260/- after which the complainant paid Rs. 1,00,000/- each through online transfer on 18.12.2023 and on 15.01.2024.
- xx. That on various occasions, the complainant communicated with the bank and raised the complaints for delay/no disbursement of the loan amount to the respondent. The bank duly informed that as per the report of bank officials pursuant to site visit of the project, there was no construction at the site, the project was on hold and moreover, no demand was raised by the respondent to the bank. In such scenario the disbursement of loan amount was out of question.
- xxi. The complainant has paid total Rs.17,22,476/- towards the payment of allotted unit, which is more than the price of the same. Despite that the Respondent intermittently kept sending illegal and arbitrary demand letters on 19.09.2022, 01.04.2023, 09.11.2023, 29.11.2023, 20.05.2024, and lastly on 21.09.2024 raising illegal demands. It is pertinent to note here that the respondent along with the demand letter also sent an offer to possession dated 21.09.2024 subject to the condition of fulfillment of the illegal demand raised to the tune of i.e. of Rs.7,12,395.82/-.
- xxii. After the expiry of 48 months, the complainant tried their level best to reach the representatives of respondent to seek a satisfactory reply for delayed possession and had also informed the Respondent about her

- financial hardship due to delay in getting possession of the said unit, but nothing has been bothered by the Respondent due to his stringent and ignorant approach. Despite the various assurances and agreements, the Respondent failed to deliver possession of units within the stipulated timeframe. That on the lapse of the due date to handover the possession, the complainant's family visited the project site in August, 2021, and was shocked to see that no construction activity was going on there and the work was at standstill.
- xxiii. Thus, since the time period to handover the possession stated by respondent in the buyer's agreement had lapsed, the complainant requested respondent telephonically many times, to update them about the date of handing over of the possession.
- xxiv. That due to the illegalities of the respondent, the complainant has been deprived of what they are entitled to as per law. The respondent is bound to comply with provisions of the Act and the Rules and Regulations made there under, it is, thus clear that respondent has acted not only in contrary to the terms of the agreement which were drafted by respondent itself but has also on account of its own acts and has reduced the complainant at its mercy wherein but also in continuing with its illegal acts acting strictly in violation of the provisions of the RERA Act, 2016. Haryana RERA Rules, 2017 and Affordable Group Housing Policy, 2013.
- xxv. That the complainant sent a legal notice dated 01.10.2024 to the respondent and the other concerned persons through post and email dated 18.10.2024. However, despite 15 days having been passed, the respondent has failed to revert or to pay delay charges to the complainant.

- xxvi. This has left the complainant with no other option but to file the present complaint. Since respondent miserably failed in its obligations, hence the complainant is entitled to delayed possession charges; at the rate prescribed as per the Real Estate (Regulation and Development) Act, 2016, and Haryana Real Estate (Regulation and Development) Rules, 2017.
- xxvii. That the cause of action for the present complaint is recurring one on account of the failure of respondent to perform its obligations within the agreed time frame. The cause of action again arose when the respondent failed to give delayed possession charges and compensation and finally about a week ago when the respondent failed to reply to legal notice and refused to compensate the complainant with the delayed possession interest amount and compensation, the complainant reserves his right to approach the appropriate forum to seek compensation.
- xxviii. That under proviso of Section 18(1) of the Real Estate (Regulation & Development) Act, 2016, if a builder fails to provide possession of the apartment within the stipulated time, allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest of every month of delay, till the handing over of the possession, at such rate as may be prescribed.

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

4. The complainant has sought following relief(s):
- i. Direct the respondent to pay interest for every month of delay at the rate of 15% from 27.07.2021 till the date of actual handing over of possession;
  - ii. Direct the respondent to handover the peaceful possession of habitable unit along with promised amenities after receipt of the occupation certificate;

- iii. Direct the respondent to adjust the legal amount payable and return with interest the excess amount of Rs.4,81,476/- taken by the respondent from the complainant at the stage of allotment which was in violation of the Affordable Housing Policy, 2013;
  - iv. Pass an order imposing penalty on the builder on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid 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.
6. The respondent/promoter put in appearance through its counsel and marked attendance on 27.02.2025, 10.07.2025, 28.08.2025, 06.11.2025, 11.12.2025 and 23.12.2025. Despite giving specific directions to file reply, it has failed to comply with the orders of the Authority. It shows that the respondent is intentionally avoiding filing of the written reply. Therefore, the defense of the respondent was ordered to be struck off for not filing reply.
7. 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 submissions made by the parties.

**D. Jurisdiction of the Authority:**

8. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**D.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.

#### **D.II Subject-matter jurisdiction**

10. 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.*

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.

#### **E. Findings on relief(s) sought by the complainant:**

- E.I Direct the respondent to pay interest for every month of delay at the rate of 15% from 27.07.2021 till the date of actual handing over of possession;**
- E.II Direct the respondent to handover the peaceful possession of habitable unit along with promised amenities after receipt of the occupation certificate;**
- E.III Direct the respondent to adjust the legal amount payable and return with interest the excess amount of Rs.4,81,476/- taken by the respondent from the complainant at the stage of allotment which was in violation of the Affordable Housing Policy, 2013;**

**E.IV Pass an order imposing penalty on the builder on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the complainant.**

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

13. In the present complaint, the complainant intends to continue with the project and are 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.*

***(Emphasis supplied)***

14. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licenced under it and the same is reproduced as under for ready reference:

*1 (iv) "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."*

15. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The date of approval of building plan i.e.,25.07.2016 and the date of grant of environmental clearance i.e.,28.07.2017. Hence, the due date is calculated from the date of environmental clearance i.e., 28.07.2017, being later.

Therefore, the due date of possession comes out to be 28.01.2022 (by adding a period of six months due to covid-19 as per HARERA notification no. 9/3-2020 dated 26.05.2020, for the projects having completion date on or after 25.03.2020.)

- 16. Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate as per the Act of 2016. Section 18 provides that where an allottee does not intend to withdraw from the project, she 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.*

17. 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.
18. 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., 23.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
19. 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:

*"(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;"*

20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
21. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of Affordable Housing Policy, 2013, the due date of handing over of possession of the unit in question is 28.01.2022 (calculated from the date of environmental clearance, being later, including additional period of six months HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.). The occupation certificate was granted by the concerned authority on 19.09.2024 and thereafter, the possession of the subject unit was offered to the complainant on 21.09.2024. Copies of the same have been placed on record. Therefore, 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 the possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 09.05.2018 executed between the parties.

22. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 19.09.2024. The respondent offered the possession of the unit in question to the complainant only on 21.09.2024, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 month's time from the date of offer of possession. These two months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking of possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession till the expiry of 2 months from the date of offer of possession (21.09.2024) which comes out to be 21.11.2024.

23. 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 complainant is entitled to get delayed

possession charges at the prescribed rate of interest i.e., 10.80% p.a. w.e.f. 28.01.2022 till the expiry of 2 months from the date of offer of possession (21.09.2024) which comes out to be 21.11.2024, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act, *ibid*.

**F. Directions of the Authority:**

24. 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 respondent is directed to pay delay interest on the paid-up amount of Rs.17,22,476/- by the complainant at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 28.01.2022 till the expiry of 2 months from the date of offer of possession (21.09.2024) which comes out to be 21.11.2024, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act, *ibid*.
- ii. The arrears of such interest accrued so far shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order as per Rule 16(2) of the Rules, *ibid*.
- iii. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within 30 days and complainant is directed to pay outstanding dues, if any remains after adjustment of interest for the delayed period, the respondent shall handover the possession of the allotted unit after obtaining of occupation certificate.
- iv. The respondent shall not charge anything from the complainant which is not the part of the builder buyer's agreement.

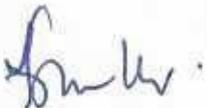
- v. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

25. Complaint as well as application, if any, stand disposed of accordingly.

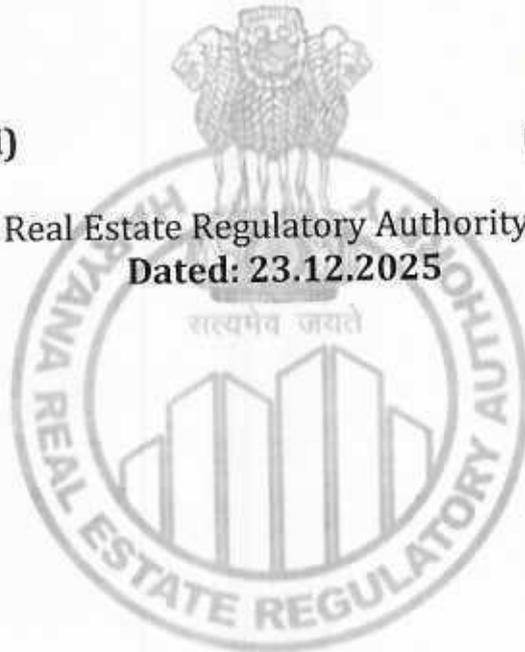
26. File be consigned to registry.

  
**(Phool Singh Saini)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

  
**(Arun Kumar)**  
Chairman

**Dated: 23.12.2025**



**HARERA**  
GURUGRAM