

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.746 of 2023**

**Date of Decision: April 22,2026**

MAPSKO Builder Private Limited through its authorized representative, Baani The Address: Building 6<sup>th</sup> Floor, Golf Course Road, Sector 56, Gurugram-122011

Appellant.

Versus

Ravi Narain Vats, S-311, 2<sup>nd</sup> Floor, Uppals South End, Sohna Road, Near Omaxe, Gurugram, Haryana

Respondent

**CORAM:**

**Justice Rajan Gupta  
Dinesh Singh Chauhan**

**Chairman  
Member (Technical)**

Present: Ms. Sandhya Gaur, Advocate for the appellant.  
Mr. Arun Sharma, Advocate for the respondent.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against order dated 31.08.2023, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

***“H. 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):*

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

*i. The respondent shall pay delayed possession interest at the prescribed rate i.e. 10.75% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 01.11.2014 till offer of possession (21.07.2017) plus two months after obtaining occupation certificate i.e. upto 21.09.2017 as per proviso to section 18(1) of the Act read with rule 15 of the rules.*

*ii. The arrears of such interest accrued from 01.11.2014 till 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 any amount towards delay possession interest already paid or credited in account of allottee shall be adjusted/deducted from such payable amount, if any.*

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

*iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e. 10.75% 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.*

*v. The complainant is further directed to pay outstanding dues, if any, after adjustment of interest for the delayed period and thereafter payment of such dues, if any, the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of flat buyer's agreement.*

*31. Complaint stands disposed of.*

*32. File be consigned to registry.”*

2. It appears that the appellant-promoter floated a residential Group Housing Complex-‘Mapsko Royal Ville’, in

Sector 82, Gurgaon. The respondent was allotted a unit therein. Total sale consideration of the unit was Rs.56,00,953/- The allottee remitted an amount of Rs.59,63,510/-. Flat Buyer Agreement was executed between the parties on 01.05.2011. Due date of possession was 01.11.2014. Occupation Certificate was granted to the project on 20.07.2017. Immediately thereafter, the promoter made offer of possession on 21.07.2017. As there was delay in handing over the possession, the allottee filed a complaint before the Authority seeking interest on the amount paid by him to the promoter from due date of possession till offer of possession.

3. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in paragraph No. 1 of this judgment.

4. Aggrieved against the order of the Authority, the promoter has filed the present appeal.

5. The only grievance of the promoter is that grace period of six months has not been awarded to it.

6. As per clause 17(a) of the agreement, the possession of the unit was to be handed over within 42 months from the date of signing of the agreement, which comes out to 01.11.2014. The agreement allows a grace period of six months, subject to *force majeure* conditions enumerated in clause 17(b) of the agreement. However, the Authority did not acknowledge this grace period.

7. Learned counsel for the respondent-allottee has also no objection to the grant of six months grace period in view of clause 17(a) of the agreement.

8. In view of above, the due date of delivery of possession would come to 01.05.2015 and the allottee shall be entitled for DPC at the same rate from 01.05.2015 till 21.07.2017 plus two months i.e. 21.09.2017.

9. Consequently, the appeal is allowed.

10. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon, be remitted to the Authority for disbursement to the parties according to their entitlement, subject to tax liability, if any.

11. Copy of this order be sent to the parties/their counsel and the Authority.

12. File be consigned to records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

April 22, 2026  
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