

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

**Complaint no.:** 8060 of 2022  
**Date of filing:** 04.01.2023  
**Order pronounced on:** 06.01.2026

1. Urvinder Singh Kwatra
2. Misty Kwatra

**Complainants**

**Both R/o:** C-13/12, DLF City, Phase-1,  
Gurugram, Haryana-122001

Versus

1. 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

**Respondents**

2. M/s Vatika One India Next Private Limited

**Regd. Office at:** Unit no. 621-A, 6<sup>th</sup> floor,  
Devika Tower, 6 Nehru Palace, New Delhi -  
110019

**CORAM:**

Shri Arun Kumar  
Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Sh. Rohit Oberoi (Advocate)  
Ms. Ankur Berry (Advocate)

**Complainants  
Respondents**

**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.	Particulars	Details
1.	Name of the project	Vatika Inxt City Center at Sector 83, Gurugram, Haryana.
2.	Nature of project	Commercial Complex
3.	New unit no.	102, 1 <sup>st</sup> floor, Tower-E in "Vatika Next City Centre" (As per page no. 27 of the complaint)
4.	Unit area (in super area)	500 sq. ft. (As per page no. 27 of the complaint)
5.	Allotment Letter	26.11.2019 (As per page no. 27 of the complaint)
6.	Date of execution of buyer's agreement	Not executed
7.	Completion Clause	<b>N.A</b>
8.	Due date of Possession	<b>Not specified</b>
9.	Total sale consideration	Rs.22,25,500/- (As per page no. 14 of the complaint)
10.	Paid up amount	Rs.22,26,000/- (As per SOA on page no. 14 of complaint)
11.	Offer of possession	Not offered
12.	Occupation certificate	Not obtained
13.	Legal notice for possession	02.12.2022

	(As per page no. 29 of the complaint)
--	---------------------------------------

**B. Facts of the complaint:**

3. The complainants have made the following submissions in the complaint:
- i. That in September 2016, the respondent launched a project by the name of "Vatika trade Centre" situated in sector 82, Gurgaon. The complainant had signed a booking form sometimes around in 2016 and had also paid the entire amount to respondent vide cheque, which was duly encashed by the respondent who thereafter allotted Unit no. 334 P on 3<sup>rd</sup> floor, Tower P of the project.
  - ii. That in May 2016, the respondent thereafter requested the complainants to make further payments which the complainants were forced to pay as the respondent's officials kept on extending indirect threats that the entire amount as paid would be forfeited in case the complainants did not pay the balance amount. The complainants kept on requesting the respondent company to issue allotment letter as well as got the builder buyer's agreement executed. The respondent company took the entire decided property consideration being huge amount of Rs.23,23,310/-, even prior to executing the builder buyer agreement, that too without issuance of the allotment letter by taking undue advantage of the gullible complainants.
  - iii. That the respondent company had assured the complainants a high return on the amount so invested however, the BBA failed to disclose anything it was only in the Addendum agreement that the return finally disclose was of Rs.75.83/- per sq. ft of the unit till the time of completion of construction totalling an amount of Rs.37,915/- and that

- too after the complainants struck to their ground and were not willing to accept the rate of Rs.65/- as was offered by the respondent company. The complainants thereafter relented and gave in to the respondent company official's persuasion and signed the addendum agreement. The addendum also envisaged that after completion the property would be let out at a minimum of Rs.65/- per sq. ft. The respondent company had also assured as per BBA and the addendum agreement that they shall be liable to the property leased out and in case it shall not be leased out on the agreed rate, they shall be liable to pay damages at the amount as envisaged in the Addendum agreement.
- iv. That on 11.05.2016, the respondent thereafter invited the complainants to enter into a BBA with them, however it is stated that the BBA was in total derogation of the promises, commitments as made by the respondent company's officials and the complainants feeling hopeless, stated that they be refunded their entire money. As per BBA, the complainants were allotted unit no. 334 P on 3<sup>rd</sup> floor, tower-P of the project.
- v. That in the BBA as well as orally, the respondent company had represented and committed that time was of the essence of the contract and being one of the top builder having immaculate reputation, the respondent company will ensure that the project shall be ready within a period of 3 years and lasted by 11.05.2019. The respondent company also assured the complainants that they shall be getting the assured return as had been detailed in the addendum every month without fail till the time of handing over of possession.

- vi. That the complainants seeing that there is no sense of commitment from the respondent company end and the period of construction is being increased endlessly as almost 3 years have passed over and above the committed date of delivery, visited their office where they informed that the site is ready for fit outs and the complainant can take possession and lease it out to anyone they feel. The complainants inquired from the CRM as to why such statements are being made, when it is the respondent company get the proper returns. The CRM evasive in his answers and kept on giving vague answers to the quires of the complainants. The complainants noticing that something is amiss went to the site and were aghast at what lay in front of them. The building which was stated to be complete was nowhere near completion and in fact construction work was still going on in the premises. The building was far from complete.
- vii. That the respondent company thereafter paid partially for the month of September and from 06.10.2018, stopped making the payments towards assured return to the complainants who on multiple occasions tried to contact the respondent company and seek their response for same. That no response is forthcoming from the respondent side, the complainants were forced to write to the respondent on 16.11.2018 and request them to release the outstanding amounts were due and payable to them. The complainants had also documented that the building which was claimed to be completed as on 01.03.2018, was actually till date not complete and ready for possession as was being falsely alleged by the respondent company.

- viii. That on 30.11.2018, the respondent company ever thereafter did not start making payments of assured returns to the complainants and in fact on 30.11.2018, the respondent company sent an e-mail to the complainants wherein they on the basis of misrepresentation of the laws and taking cover that misrepresentation, stated that the respondent company shall not paying any further amounts towards assured returns. That the respondent company in spite of multiple attempts having been made by the complainants to contact the respondent company and try and get back their entire amount as are due from 01.10.2018 and payable by the respondent company to the complainants, have been unable to get any positive response from their side.
- ix. That the respondent company have not only failed in constructing the project which till date has not been completed despite of over 2 years having passed from the assured date of completion, but have also failed to discharge their financial liability as was due and payable by them to the complainants.
- x. That respondent company thereafter on November 2019, again called the complainants and informed them that due to some reasons, which were never revealed in spite of the requests of the complainants. The project i.e., Vatika Trade Centre shall not be made and there is another project by the name of 'Vatika INXT City Centre' which the respondent company are constructing, which as per their legal representations was better located and construction work was already under way. The complainants did not have any option, but forced to keep quiet and toe the line as was being thrust upon them.

- xi. That the respondent company sent another letter on 26.11.2019 wherein they informed the complainants that the unit in which they had invested unit no. 334 P on the 3<sup>rd</sup> floor, was now changed to a unit bearing no. 102 on the 1<sup>st</sup> floor in some tower E of the project.
- xii. That in a meeting with the respondent company, the complainants upon the directions of the respondent company had handed over the original last executed BBA for the unit bearing no. P-334, as the complainants were given a substitute unit, whereby, it was assured by the respondent company that a new BBA with regard the new unit bearing no. E102 will be executed but the respondent company consistently postponed its execution on one pretext or another.
- xiii. That the complainants seeing that there was no sense of commitments from the respondent company side and that they are just interested in extracting money from the complainants were forced to send out legal notice dated 02.12.2022 and same was delivered on 05.12.2022.
- xiv. That in the notice the complainants requested, to complete the project Vatika INXT City Centre and deliver the commitments as made in the builder buyer's agreement and the addendums executed thereafter, the complainants be given an amount of Rs.37,915/- per month, as assured to them and were paid till 30.10.2018 as well as the difference of the amounts as paid from 01.11.2018 till 21.12.2022 being an amount of Rs.18,57,835/- and the entire amount as has not been paid thereafter being an amount of Rs.15,51,125/- to be paid to them along with interest @18% per annum, for flat bearing no. 102 E as is the commercial rate of interest due and payable by respondent company. The complainants be compensated for the financial loss, mental

harassment caused to them due to the inordinate delay, false commitments and misleading facts disclosed with respect to the completion of the project, however in the present complaint, payment of assured return as is due and pending for the period of November 2018 till actual proper physical possession is not handed over to the complainants.

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

4. The complainants have sought following relief(s):
  - i. Direct the respondent to pay the outstanding amount of Rs.34,08,690/- as is due and payable by the respondent company along with interest of 18% per annum to the complainant from November, 2018 till the actual proper physical possession is not handed over to the complainants.
  - ii. Direct the respondent to release the assured return as is due and pending to complainants, as assured to them of the unit, which is due and payable till the time of obtaining occupation certificate of the project to complainants.
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 no. 1:**

6. The respondent no. 1 has contested the complaint on the following grounds:
  1. That the Respondent is a company, registered under the Companies Act, 1956 having its office at Unit No A-002, INXT City Centre Ground Floor, Block A, Sector 83, Vatika India Next, Gurugram - 122012,

- Haryana. That for the past two decades the Respondent Company has been engaged in the business of Real Estate Sector.
- II. That the complainants have got no locus standi or cause of action to file the present complaint. The complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the Allotment Letter dated 21.02.2019.
  - III. That the complaint is not maintainable or tenable in the eyes of law. The Complainants have misdirected themselves in filing the complaint before the Authority as the reliefs being claimed by the Complainant cannot be said to fall within the realm of jurisdiction of this Authority. That the Complainants' herein have filed the complaint without there being any cause of action arising against the Respondent Company. The complaint in its present form fails to show from where the reliefs so claimed in the complaint arise from since the Complainants neither possess any documents, being fictitious and non-existent, nor such documents were ever issued by the Respondent.
  - IV. That the relief as prayed by the Complainants', being for payment of outstanding amount of Rs. 34,08,960/- along with interest is absolutely absurd. The Complainants have failed to bring on record any agreement between the Complainants' and the Respondent whereby the alleged liability of commitment charges/assured returns were agreed upon. That the Complainant failed to make any payment to the Respondent and thus no BBA was ever executed. The Complainant vanished for more than 2 years and then suddenly on 30.11.2022, paid Rs. 22,25,500/-. That the said payment not being the payment for Sale

consideration of the commercial unit, since the said payment was neither demanded after such long interval. Further it is not the case of the Complainants that they communicated and requested to the Respondents for execution of the BBA. The complaint, is not a matter of issues between an allottee and a promoter and rather only a civil dispute.

- V. That the Complainants herein at the time of booking application paid Rs. 500/- on 15.03.2019 and promised to make payments of remaining booking amount upon which the BBA was to be executed, however, for reasons best known to the Complainants' the payment of Rs. 22,25,500/- was suddenly paid to the Respondent on 30.11.2022 and in the meanwhile the Complainants' who had already pre-planned this frivolous litigation filed the complaint.
- VI. That the Complainants have come before this Authority with un-clean hands. The complaint has been filed by the Complainants just to harass the Respondent and to gain unjust enrichment. The actual reason for filing of the complaint stems from the changed financial valuation of the real estate sector, in the past few years and the allottee malicious intention to earn some easy buck. The Complainants have instituted the false and vexatious complaint against the Respondent Company even though the Complainants never got any BBA executed.
- VII. That the Complainants are attempting to seek an advantage of the slowdown in the real estate sector and it is apparent from the facts of the case that the main purpose of the complaint is to harass the Respondent by engaging and igniting frivolous issues with ulterior motives to pressurize the Respondent Company. Thus, the complaint

is without any basis and no cause of action has arisen till date in favour of the Complainants and against the Respondent and hence, the complaint deserves to be dismissed.

VIII. That none of the relief as prayed for by the Complainants are sustainable, in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for wasting the precious time and efforts of this Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

IX. All other averments made in the complaint were denied in toto.

7. 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.
8. That the complainants filed an application on 25.04.2025 under Order 1 Rule 10 of CPC, 1908 for impleadment of Vatika India Next Pvt. Ltd. as respondent no. 2 and same was allowed on 08.07.2025. In furtherance of the same, on 09.09.2025 the Authority has issued notice to Vatika One India Next Private Limited instead of Vatika India Next Private Limited to file reply and put in appearance before the Authority on the next date of hearing. Thereafter, the counsel for the complainants on 19.08.2025 requested the Authority to file another application to implead the correct entity. However, no application has been filed by the complainants but the complainants have filed some additional documents to establish the relation between the respondents.

**E. Reply on behalf of respondent no. 2:**

9. The respondent no. 2 has contested the complaint on the following grounds:

- i. That the complainants have vexatiously impleaded Respondent as party to the complaint without there being any cause of action arising against the Respondent, with an intent to seek unjust enrichment from the Respondent.
- ii. That the Application form was filed on 05.11.2016, and priority No. 334 for a 500 sq. ft. unit was allotted under Assured Return scheme, which was to be commence only after payment of 100% Basic Sale Price. Further, as promised of commitment regarding Assured Return, two cheques were mentioned and handed over to complainants. Thereafter, no payment was received by Respondent in their account; thus, no assured return clause got activated.
- iii. That further, it is to be noted that Annexure 3, page 26 of the complaint is not related to the Respondent as same is related to the Block F, unit 629, admeasuring 750 sq. ft., which is neither related to the same unit nor related to the same project, and thus is not related to Respondent.
- iv. That the Statement of Account clearly shows the same is raised by Respondent No. 1 and not by Respondent no. 2, who has not received any payment against the priority no. allotted vide letter dated 11.05.2016. Further, it is to be noted that the account statement is incomplete, as only a single page has been appended, whereas the said document is of 2 pages.
- v. That the actual letter of allotment issued by the Respondent No. 1 for Unit 102, Block E, in the commercial project named as INXT City Centre, Sector-83 which is the project of the Respondent No. 1. Further, the allotment letter does not include any clause related to Assured Return.

- vi. That the letter of allocation of priority number dated 11.05.2016, allegedly issued by Respondent has no company's stamp and mismatch signature, whereas the same person's signature on the letter of allotment issued dated 26.11.2019 by Respondent No. 1, is absolutely different. The Respondent vehemently presses the fact that the complainants have filed a false and fabricated document to get benefit of the Assured Return.
- vii. That Complainants have failed to place any document records to show if any Assured Return was ever paid by Respondent in respect of the alleged commercial booking; rather, the statement of Account of Respondent No. 1, reflecting that only Respondent No. 1 received a payment for said unit No. 102, Tower F on 30.11.2022 and not before. Thus, there is no Cause of Action against the Respondent no. 2 for reason claims of Assured Return is not applicable or raised against Respondent no. 2.
- viii. That as per the complaint the complainants have booked unit in the project named as Vatika INXT City Centre. The Respondent no. 2 is neither the promoter nor in any manner involved in the construction, development, or promotion of the project.
- ix. That Respondent no. 2 is neither a necessary nor a proper party to the present proceedings. The entire grievance of the Complainants pertains to the project "Vatika INXT City Centre" with which Respondent has no concern. The impleadment of Respondent is thus wholly unwarranted and liable to be struck off. That the Hon'ble Supreme Court, on 21.08.2012, in *Vidur Impex and Traders Pvt. Ltd. and Others vs. Tosh Apartments Pvt. Ltd. and Others*, Civil Appeal No. 518 of

2012, while adjudicating upon the issue of impleadment of parties, laid down certain broad principles for the disposal of impleadment applications, which are reproduced herein below for the kind perusal of this Authority.

- x. That the non-impleadment of Respondent will neither affect the effectiveness of the decree nor cause any hindrance to this Authority in completely, effectively, and properly adjudicating upon the matter, as Answering Respondent is neither a promoter, developer, nor agent in the project known as *Vatika INXT City Centre*, and there exists no contractual relationship between Respondent and the Complainants. Therefore, the Respondent neither a necessary nor a proper party to the present proceedings and hence must be deleted from array of parties.
10. The complainants have filed the complaint against Vatika Limited i.e., R1 and later on impleaded Vatika One India Next Pvt. Ltd. as R2. As per documents placed on record, the Authority has observed that R2 has issued the letter dated 11.05.2016 vide which priority no. has been given and assured return was promised. However, the allotment letter dated 26.11.2019 has been issued by R1 and payments have been taken by R1 only. As the allotment letter dated 26.11.2019 issued by R1 supersedes the letter dated 11.05.2016 issued by R2 and payments are lying with R1 only. Thus, R1 i.e., Vatika Limited is solely liable to the complainants-allottees.
11. 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.

**F. Jurisdiction of the Authority:**

12. The authority observes that it has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**F.I Territorial Jurisdiction**

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:

**F.II Subject-matter Jurisdiction:**

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.*

13. 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.

**G. Findings on the relief sought by the complainants:**

**G.I Direct the respondent to pay the outstanding amount of Rs.34,08,690/- as is due and payable by the respondent company along with interest of 18% per annum to the complainant from November, 2018 till the actual proper physical possession is not handed over to the complainants.**

14. In the present matter, initially the complainants were allotted the unit no. 334 P on 3<sup>rd</sup> floor, Tower P, Sector 82 admeasuring 500 sq. mtr. Vide letter dated 11.05.2016 and further, an allotment letter was executed on 26.11.2019 vide which new unit was allotted to the complainants bearing no. 102, one 1<sup>st</sup> floor, in Block -B admeasuring 500 sq. ft. Sector 83 in the project Vatika India Next. As per allotment letter dated 26.11.2019 the total sale consideration of the unit is Rs.22,25,500/-. Till date the respondent failed to execute BBA.
15. The Authority after considering the facts stated by the parties and the documents placed on record is of the view that the complainant is well within his right for seeking delay possession charges under section 18 of the Act, 2016.
16. In the instant matter, even after lapse of 6 years from the date of issuance of allotment till the filling of complaint, no buyer's agreement has been executed inter- se parties. The respondent fails or surrender his claim w.r.t. the alleged date, the Authority in a rightful manner can proceed in the light of judicial precedents established by higher courts. When the terms and conditions exchanging (agreement) between parties omits to specify the due date of possession the reasonable period should be allowed for possession of the unit or completion of the project.

17. That the Authority is of the considered view that the Act, 2016 ensures the allottee's right to information about the project and the unit. That knowledge about the timelines of the delivery of possession forms an inseparable part of the agreement as the respondent is not communicating the same to the complainant/allottee. Hence, it is violation of the Act, and shows his unlawful conduct.
18. The Hon'ble Supreme Court in the case of *Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018* observed that *"a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.*
19. In view of the above-mentioned reasoning, the due date of possession is to be calculated from date of allotment letter in the absence of buyer's agreement i.e., 26.11.2019. Moreover, the Authority has allowed 6 months grace period in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. Therefore, the due date of handing over of the possession of the unit comes out to be 26.05.2023 including grace period of 6 months.
20. In light of these observations, the respondent is directed to handover physical possession of the unit to the complainant after obtaining occupation certificate/completion certificate from the Competent Authority.

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., 06.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
24. The definition of term 'interest' as defined under section 2(za) 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;"*

25. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to them in case of delayed possession charges.
26. 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 @ 10.80 % p.a. w.e.f. due date of possession i.e., 26.11.2022 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.

**G.II Direct the respondent to release the assured return as is due and pending to complainants, as assured to them of the unit, which is due and payable till the time of obtaining occupation certificate of the project to complainants.**

27. The complainants are seeking the relief of assured return as per letter dated 11.05.2016 in which priority no. P-334 has been given to the complainants. However, on perusal of the documents placed on record, the Authority observes that there is no clause of assured return in the allotment letter dated 26.11.2019. As the allotment letter dated 26.11.2019 supersedes the letter dated 11.05.2016, therefore, the complainants are not entitled to the above-sought relief. Thus, no direction to this effect.

**H. Directions of the authority:**

28. 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 no. 1 is directed to pay the interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80 % p.a. w.e.f. due date of possession i.e., 26.11.2022 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.
  - ii. The respondent no. 1 is directed to handover the possession the unit, after obtaining of occupation certificate/CC/part CC from the competent authority.
  - iii. The respondent no. 1 is directed to handover possession of the allotted unit/flat and to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.
  - iv. 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- v. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
- vi. The respondent no. 1 shall not charge anything which is not a part of the buyer's agreement.
29. Complaint stands disposed of.
30. File be consigned to registry.



**(Phool Singh Saini)**  
Member

Haryana Real Estate Regulatory Authority,  
Gurugram

**Dated: 06.01.2026**



**(Arun Kumar)**  
Chairman