

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

Complaint no. : 535 of 2022
Date of filing : 15.02.2022
Date of decision : 24.12.2024

Pawan Kumar Gupta
R/o: - A 05/405, Sahara Grace Apartments, Behind
Sahara Mall, Sector-28, Gurugram

Complainant

Versus

M/s Ramprashtha Developers Private Limited
Office at: Plot no. 114, Sector- 44, Gurugram- 122002

Respondent

CORAM:

Shri Arun Kumar
Shri Vijay Kumar Goyal
Shri Ashok Sangwan

Chairman
Member
Member

APPEARANCE:

Shri Aditya Singh
Ms. R. Gayatri Mansa

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint dated 15.02.2022 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 there under or to the allottee 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. N.	Particulars	Details
1.	Name of the project	Ramprastha City, Sectors- 92, 93, and 95 Gurugram
2.	Project area	Cannot be ascertained
3.	Plot no.	N.A.
	Preliminary allotment letters	07.09.2010 (Page no. 41 of complaint)
4.	Unit area admeasuring	300 sq. Yds. (Page 33 and 41 of the complaint)
5.	Date of booking application	N.A.
6.	Welcome letter	N.A.
7.	Allotment letter	N.A.
8.	Date of execution of plot buyer's agreement	N.A.
9.	Possession clause	N.A.
10.	Due date of possession	Cannot be ascertained
11.	Total consideration of the plot as per payment plan attached with Email dated 05.03.2016	Rs.45,00,000/- (Page no. 44 of complaint)
12.	Amount paid by the complainant	Rs.21,00,000/- [Vide receipt dated 09.08.2006, at page no. 33 of the complaint]

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:-

- I. That the respondent announced an upcoming project by the name 'Ramaprastha City' in Gurugram and invited participation for booking of residential plots. The respondent acting through its representatives emphasized to the complainant that it was a good investment opportunity and that the complainant should definitely invest in the project to be developed by the respondent.
- II. The said representatives of respondent company made tall promises and reassuring representations to the complainant about their proposed project at Gurgaon, Haryana. The complainant being pushed by the representations of the respondent to purchase a residential plot, made payment of Rs. 21,00,000/- towards request for tentative Registration of 300 Sq. Yds Plot in the Project 'Ramaprastha City' in Gurugram towards which the receipt no. 701 dated 09.08.2006 was issued. It was also agreed that the total consideration for purchasing the plot shall be Rs. 21,00,000/-. It was further promised that the possession of the plot shall be handed over within 36 months.
- III. Despite issuing receipt for payment of Rs. 21,00,000/- on 09.08.2006, the respondent delayed in allotment of plot towards which the aforesaid payment was made. The respondent only on 07.09.2010 issued a preliminary allotment letter and allotted a 300 sq. yards plot located at Ramaprastha City in Sector 92, 93 & 95, Gurugram. However, the aforesaid allotment letter did not mention any specific plot number. It was mentioned in the aforesaid letter that *"your specific plot number shall be allotted*

after approval of Zoning Plans which is expected shortly.” However, till dated the respondent has not allotted specific plot in the project. In the aforesaid letter it was also mentioned that the complainant shall be liable to pay registration charges, development charges, service tax or any other statutory/government charges in addition to the consideration already paid.

- IV. That after repeated telephonic follow ups with representatives of the respondent, the complainant met them on 03.03.2014 requesting to allot the plot for which the payment was made in 2006 as mentioned above. The complainant was unilaterally and arbitrarily offered an alternative plot and the respondent blatantly demanded further amount of Rs. 38,15,400/-.
- V. The complainant again contacted the representative of the respondent in December 2015, who in response promised that in February 2016, the plot would be allotted. However, once again the respondent failed to live up to its false promises and the complainant vide email dated 08.02.2016 requested the respondent to allot the plot since it has been 10 years since the payment had been made towards the same.
- VI. That in response to the aforesaid email sent by the complainant, the respondent vide its email dated 05.03.2016 sent the payment plan for allotment of 300 sq. yds in Ramaprastha City, Sector – 37C & 37D, Gurugram. The payment plan was sent after 10 years of making payments towards allotment of the plot, and even along with the payment plan, no allotment of any specific plot was made by the respondent.

- VII. That the complainant vide emails dated 07.06.2019, 31.07.2020, 26.02.2021 and 16.03.2021 requested the respondent to allot the plot since there was a delay of 15 years.
- VIII. That thereafter, the parties had a meeting on 25.03.2021 wherein the complainant was informed that development works are still going at the project site which is 85-90% complete as per them and allotment shall be made within 2.5-3 months. The respondent vide its email dated 25.03.2021 sent photographs of the construction still going on at the project site.
- IX. That the complainant once again showing patience and giving reference to the conversation with the representatives of the respondent on 25.03.2021 wherein it was promised that the allotment shall be made within 2.5-3 months, requested the respondent vide emails dated 27.03.2021 and 28.03.2021 to adhere to their promises on priority basis since there has already been a delay of 15 years.
- X. That the respondent is guilty of deficiency in service, unfair trade practice, giving incorrect and false statement while selling the said plot to the complainant within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 and applicable rules. The complainant has suffered losses on account deficiency in service, unfair trade practice, giving incorrect and false statement. As such the respondent is fully liable to pay the applicable interest along with the compensation for the losses incurred by the complainant due to the wrongful and fraudulent acts of the respondent.

XI. That the complainant is therefore, filing the instant complaint thereby seeking directions to hand over the possession of the plot in question to the complainant; to execute the conveyance deed with respect to the plot in question and to award delay compensation to the complainant for the delay from 01.05.2006 till the possession is handed over to the complainant.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s)
 - i. Direct the respondent immediately to allot the plot as promised to the complainant.
 - ii. Direct the respondent to hand over the possession of the plot in question to the complainant and execute the conveyance deed in favor of the complainant.
 - iii. Direct the respondent to pay compensation to the complainant in form of interest @18 p.a. over the amounts already paid to the respondent for the period of delay calculated from 01.05.2006 to actual date of handing over of possession and sale / conveyance deed with respect to the plot in question not executed in favor of the complainant.
 - iv. Direct the respondent to pay compensation to the complainant of an amount of Rs. 10,00,000/- on account of unfair trade practice, negligence, harassment, deficiency in service, breach of commitments / agreements etc. for such other sum as per the provisions of the RERA Act, 2016 and the Rules made thereunder.
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:
 - I. That it is submitted that the complainants had requested the respondent seeking investment in undeveloped agricultural land in the year 2006 in the hope of making speculative gains on the approval of the zoning plans. But since the zoning plans were not approved by the government, the complainants have sought to file this vexatious complaint. The respondent has not agreed to provide service of any kind to the complainant unless the plans were approved as it was merely a transaction for sale of plot. The complainants have filed the present complaint with malafide intention of abusing the process of the Authority for wrongful gains in the form of interest at the cost of the respondents when in reality their speculative investments have failed to give any return in present harsh real estate market conditions.
 - II. That the complainant has approached the respondent in the year 2006 to invest in undeveloped agricultural land in one of the futuristic projects of the respondent. The complainants fully being aware of the prospects of the said futuristic project and the fact that the said land is a mere futuristic project have decided to make an investment in the said project of the respondent for speculative gains. Thereafter, in 2006, the complainants have paid a booking amount of Rs. 21,00,000/- towards booking of the said project pursuant to which a receipt bearing no. RPDPL/ 701 dated 09.08.2006 was issued to the complainant.

- III. That it is herein submitted that from the date of booking till the date of filing of the present complaint, the complainant has never raised any issue whatsoever and has now approached the Authority with concocted and fabricated story to cover up his own defaults and raise false and frivolous issues and has therefore, filed the present complaint on false, frivolous and concocted grounds. The conduct of the complainant clearly indicates that the complainant is a mere speculative investor having invested with a view to earn quick profit and due to unprecedented slowdown in the real estate market conditions, is hereby intending to make profit out of the miserable condition of the respondent.
- IV. That further the complainants have maliciously alleged that they have paid almost full consideration towards the booking of the plot in the futuristic project of the respondent, while in reality they have only paid an amount of Rs. 21,00,000/-, which is merely a portion of the amount payable towards the plot. It is submitted that the said payments were not full and final payments as only basic amount is sought to be made at the booking stage which was done in 2006 and further payments inter alia towards government dues on account of EDC/IDC charges are payable at the time of allotment of plot and execution of plot buyer agreement.
- V. That further no date of possession has ever been mutually agreed between the parties. It is submitted that as per averments made by complainants, the petitioners have claimed interest from an undefined date. This in itself signifies that there is no date of cause of action as claimed by the complainant.
- VI. The claims for possession are superfluous and non-est in view of the fact that the complainants are actually not even entitled to claim possession of the plot as on date. It is submitted that it is only on default in

offer/handover of possession that the complainant's right to claim possession/refund crystalizes.

VII. That further that the complainants were never interested in fulfilling the necessary formalities towards booking of the said plots. Neither the complainants have made any further payment for plot as such in Ramprastha City nor did they submit any application for the same. It is apparent that the complainants never turned up for the completion of the formalities.

VIII. It is submitted that when the complainants had approached the respondent, it was made unequivocally clear to the complainants that a specific plot cannot be earmarked out of large tracts of undeveloped and agricultural land; and ii) specific plot with preferred location can be demarcated only when the government releases the zoning plans applicable to the area Sector-92, 93 and 95, Gurugram. It was on this basic understanding that a preliminary allotment was made in favour of the complainants. On the date of the receipt of payment, the said preliminary allotment was nothing more than a payment towards a prospective undeveloped agricultural plot of the respondent.

IX. The below table shows the project name, its size and the current status of the project. It can be seen that the respondent has been diligent in completing its entire project and shall be completing the remaining projects in phased manner. The respondent has completed major projects mentioned below and has been able to provide occupancy to the allottees

S. No	Project Name	No. of Apartments	Status
1.	Atrium	336	OC received
2.	View	280	OC received

3.	Edge Tower I, J, K, L, M Tower H, N Tower-O (Nomenclature-P) (Tower A, B, C, D, E, F, G)	400 160 80 640	OC received OC received OC received OC to be applied
4.	EWS	534	OC received
5.	Skyz	684	OC to be applied
6.	Rise	322	OC to be applied

- X. However, since the complainants are short-term speculative investors, their only intention was to make a quick profit from the resale of the land and having failed to resell the said plot due to recession and set backs in the real estate world, have resorted to this litigation to grab profits in the form of interests. It is most strongly submitted herein that the complainants were never interested in the possession of the property for personal use but only had an intent to resell the property and by this, they clearly fall within the meaning of speculative investors.
- XI. There is no averment in the complaint which can establish that any so called delay in possession could be attributable to the respondent as the finalization and approval of the layout plans has been held up for various reasons which have been and are beyond the control of the respondent including passing of an HT line over the layout, road deviations, depiction of villages etc. which have been elaborated in further detail herein below. The complainants while investing in a plot which was subject to zoning approvals were very well aware of the risk involved and had voluntarily accepted the same for their own personal gain. There is no averment with supporting documents in the complaint which can establish that the opposite party had acted in a manner which led to any so called delay in

handing over possession of the said plot. Hence the complaint is liable to be dismissed on this ground as well.

XII. That the delay has occurred only due to unforeseen and unpredictable circumstances which despite of best efforts of the respondent hindered the progress of construction, meeting the agreed construction schedule resulting into unintended delay in timely delivery of possession of the plot for which respondent cannot be held accountable. However, the complainants despite having knowledge of happening of such force majeure eventualities and despite agreeing to extension of time in case the delay has occurred as a result of such eventualities has filed this frivolous, tainted and misconceived complaint in order to harass the respondent with a wrongful intention to extract monies.

7. All other averments made in the complaint were denied in toto.
8. 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

The authority observes that it has territorial as well as 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 The Town and Country Planning Department, Haryana 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)

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 complainants at a later stage.

F. Findings on the objections raised by the respondent

F.I Objection regarding maintainability of complaint

12. The counsel for the respondent has raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2010. The objections to the same were to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.
13. On consideration of the documents available on record and submissions made by the party, the authority observes that the project in question namely "Ramprastha City, Sector-92, 93 & 95, Gurugram" registered vide registration no. 13 of 2020 dated 05.06.2020 valid upto 31.12.2024 is an ongoing project.
14. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.
15. It is important to note that despite receipt of consideration of Rs. 21,00,000/- against the booked plot back in 2010 except stamp duty and other charges payable to the government, the respondent-promoter has failed to execute an agreement for sale with respect to the same and has failed to get the plot registered in name of the complainants till date. As the respondent has failed to handover the possession of the allotted plot to the complainants and thus, the cause of action is continuing till date and recurring in nature.
16. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

G Findings on the relief sought by the complainants.

- G.1 i. Direct the respondent immediately to allot the plot as promised to the complainant.**
- ii. Direct the respondent to hand over the possession of the plot in question to the complainant and execute the conveyance deed in favor of the complainant.**
- iii. Direct the respondent to pay compensation to the complainant in form of interest @18 p.a. over the amounts already paid to the respondent for the period of delay calculated from 01.05.2006 to actual date of handing over of possession and sale / conveyance deed with respect to the plot in question not executed in favor of the complainant.**

17. All the above-mentioned reliefs are interrelated to each other.

Accordingly, the same are being taken up together for adjudication.

18. The complainants have booked a plot admeasuring 300 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a payment of Rs.21,00,000/- vide receipt dated 09.08.2006. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved.

19. Vide proceeding dated 07.11.2023, the AR of the respondent stated at bar that the respondent is committed to the allotment of plot to the complainants on completion of the formalities for which registration has already been granted but zoning and service estimates are awaited. Further he was directed to file an affidavit before the authority as to the status of the project in which the allotment of plot is to be made to the complainants and the time by which the allotment shall be made before Authority.

20. The respondent-builder filed an affidavit in the Authority on 02.07.2024 and submitted that the project "Ramprastha City" located at

sector - 37-D, Gurugram has received zoning approvals from the DTCP, Haryana on 16.06.2023 and respondent herein is awaiting development approvals from the DTCP, Haryana. Further the respondent states that complainants are not entitled to any plot merely on the basis of payment receipt; as no rights have vested in their favor but it is their discretion to opt for the refund of money as a remedy which they have not done subject to the bar under the law of limitation

21. In the present complaint, the complainants intend to continue with the project and is 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.

22. **Due date of possession:** As per the documents available on record, no BBA has been executed between the parties and the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter *Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442: (2018) 3 SCC (civ)*

1 and then was reiterated in *Pioneer Urban land & Infrastructure Ltd.*

V. Govindan Raghavan (2019) SC 725 -:

"Moreover, 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 i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."

23. In the instant case, the promoter has allotted a plot in its project vide preliminary allotment letter dated 07.09.2010. In view of the above-mentioned reasoning, the date of allotment ought to be taken as the date for calculating the due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 07.09.2013.
24. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate. 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.

25. 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.
26. 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., 24.12.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
27. 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;"*

28. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
29. 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. The possession of the subject plot was to be delivered by 07.09.2013. However, despite receipt of Rs. 21,00,000/- against the booked plot back in 2010, the respondent-promoter has failed to enter into a written agreement for sale with respect to the same and has failed to handover possession of the subject plot to the complainants till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities 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 of possession of the allotted plot to the complainants. Further no CC/part CC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
30. 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 the prescribed rate of interest @11.10% p.a. w.e.f. 07.09.2013 till actual handing over of possession or offer of possession plus 2 months after obtaining completion certificate/part completion certificate from the competent authority or, 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 pay compensation to the complainant of an amount of Rs. 10,00,000/- on account of unfair trade practice, negligence, harassment, deficiency in service, breach of commitments / agreements etc. for such other sum as per the provisions of the RERA Act, 2016 and the Rules made thereunder

31. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.


H. Directions of the Authority

32. 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/promoter is directed to allot a specific plot of 300 sq. yds in its project namely Ramprastha City, Sectors 92, 93 & 95, Gurugram and execute buyer's agreement within a period of 90 days
- ii. The respondent is directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iii. The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 07.09.2013 till offer of possession plus two months after obtaining completion certificate/part completion certificate 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.
- iv. The arrears of such interest accrued from 07.09.2013 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.

- v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- vi. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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
33. Complaint stands disposed of.
34. File be consigned to registry.


Ashok Sangwan
Member


Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.12.2024


Vijay Kumar Goyal
Member