

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

**Complaint no.** : 3586 of 2024  
**Date of complaint** : 05.08.2024  
**Date of order** : 12.03.2025

1. Nandini Pratap
2. Late Chhatra Pal Singh

(Through its legal heir and will holder):

- a) Pari Singh, D/o Rajeev Singh,
- b) Rajeev Singh, S/o Late Chhatra Pal Singh,

**All R/o:** - 290/20, Arun Vihar, Sector-29,  
Noida, Uttar Pradesh.

**Complainants**

Versus

1. M/s Ramprastha Estate Pvt. Ltd.
  2. M/s Ramprastha Promoters & Developers Pvt. Ltd.
- Both Having Regd. Office At:** - C-10, C-Block, Vasant Vihar,  
New Delhi-11004957.

**Respondent**

**CORAM:**

Ashok Sangwan

**Member**

**APPEARANCE:**

Gaurav Rawat (Advocate)  
R Gayathri Manasa (Advocate)

**Complainants  
Respondents**

**HARERA**  
**GURUGRAM**  
**ORDER**

1. The present 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 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 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 & 95, Gurugram, Haryana
2.	Project area	128.594 acres
3.	Nature of the project	Residential colony
4.	DTCP license no. and validity status	44 of 2010 dated 09.06.2010 valid upto 08.06.2016
5.	Name of licensee	Ramprastha Housing Pvt Ltd and others
6.	Date of environment clearances	10.05.2019 [As per information obtained by planning branch]
7.	RERA Registered/ not registered	Registered vide no. 13 of 2020 dated 05.06.2020
8.	RERA registration valid up to	31.12.2024
9.	Plot no.	E-196 (page 33 of complaint)
10.	Unit area admeasuring	300 sq. yds. (as per page 33 of complaint)
11.	Allotment letter	05.05.2013 (page 33 of complaint)
12.	Date of execution of agreement	17.04.2013 (page 44 of complaint)
13.	Due date of possession	05.05.2016 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i> ]

14.	Total sale consideration	Rs.35,92,500/- (as per page 22 of complaint)
15.	Amount paid by the complainant	Rs. 35,92,500/- (as per page 35 & 45 of complaint)
16.	Occupation certificate /Completion certificate	Not received
17.	Offer of possession	Not offered

**B. Facts of the complaint**

3. The complainants have made the following submissions: -

- I. That the co-allottee namely Late Chhatra Pal Singh S/o Late Sh. L B Singh died on 13.12.2018 leaving behind its legal heir and will holder namely Pari Singh D/o Sh. Rajeev Singh and Mr. Rajeev Singh S/o Late Sh. Chhatra Pal Singh. It is respectfully submitted that the deceased co-allottee duly executed the will in favour of legal heir and will holder i.e. Pari Singh and Rajeev Singh.
- II. That the complainants are the allottee within the meaning of Section 2 (d) of the Act, 2016.
- III. That in the year 2010, the respondents company issued an advertisement announcing a group housing colony project called "Ramprastha City" in a land parcel admeasuring a total area of approximately on the 128.594 acres of land, under the license no. 44 of 2010 (07-06-2018), issued by DTCP, Haryana, Chandigarh, situated at Sector 92, 93 & 95 Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. The respondents confirmed that the projects had got building plan approval from the authority.
- IV. That relying on various representations and assurances given by the respondents and on belief of such assurances, complainants booked a unit in the project by paying a booking amount towards the booking of

the said unit/plot bearing no. E-196, in Sector 92, 93 & 95, Gurugram having super area measuring 300 sq. yards to the respondents dated 24.04.2010 and the same was acknowledged by the respondents.

- V. That the respondents confirm the booking of the unit to the complainants providing the details of the project, confirming the booking of the unit dated 24.04.2010, allotting a unit no. E-196 measuring 300 Sq. Yards (super built-up area) in the aforesaid project of the developer for a total sale consideration of the unit Rs. 35,92,500/- which includes basic price, car parking charges, and development charges, PLC, IFMS, IBRF, club membership charges and other specifications of the allotted unit and providing the time frame within which the next instalments was to be paid. Thereafter, respondents sent welcome letter dated 06.05.2013 to complainants providing the details of the said plot.
- VI. That a buyer's agreement was executed between the complainants and respondents on 17.04.2013.
- VII. That at the time of booking assurance was provide that the respondents had to deliver the possession of the plot by 36 months from date of allotment. Therefore, due date of possession comes out to be 05.05.2016.
- VIII. That as per the demands raised by the respondents, based on the payment plan, the complainants to buy the captioned unit already paid a total sum of Rs.35,92,500/- towards the said unit.
- IX. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainants approached the respondents and asked about the status of construction and also raised objections towards non-completion of

the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

- X. That the complainant went to the office of respondent several times and requested them to allow her to visit the site, but it was never allowed saying that they do not permit any buyer to visit the site during construction period.
- XI. That the complainants contacted the respondent on several occasions, but the respondents were never able to give any satisfactory response to the complainants regarding the status of the construction and were never definite about the delivery of the possession.
- XII. That the complainants are the one who has invested their earning in the said project and are dreaming of an plot and the respondents have not only cheated and betrayed them but also used their hard earned money for their enjoyment.
- XIII. That the complainants are entitled to get delay possession charges with interest at the prescribed rate from date of application/payment to till the realization of money under section 18 & 19(4) of Act. The complainants are also entitled for any other relief which they are found entitled by the Authority.
- XIV. That the complainants after losing all the hope from the respondents company, having their dreams shattered of owning an plot and also

losing considerable amount, are constrained to approach this Authority for redressal of their grievance.

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

1. The complainants have sought following relief(s):

- i. Direct the respondents to handover the possession of the plot and to pay delay possession charges at prescribed rate from the due date of possession till actual handing over of possession.
- ii. Direct the respondents to get the proper plot buyer' agreement executed in terms of the original booking and to include the name of legal heirs as per will.
- iii. Direct the respondents to not to force the complainants to sign any indemnity cum undertaking as a precondition for signing the conveyance deed.
- iv. Direct the respondents to provide the exact layout plan of the unit.
- v. Direct the respondents to not to charge monthly maintenance charges for a period of 12 months or more before giving actual possession of the unit.
- vi. Direct the respondents to not to charge anything irrelevant which has not been agreed between the parties.

2. On the date of hearing, the authority explained to the respondents/ 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 respondents.**

3. The respondents have contested the complaint on the following grounds:

- i. That the complainants had approached the respondent in the year 2016 showing an interest to participate in one of the future potential projects of the respondent.
- ii. That the complainants fully being aware of the dynamic prospects of the said futuristic project which was indeterminate at the point of

time when the complainants paid the money and the fact that it is subject to various government approvals for which there is no time line assured by the government authorities, either promised or otherwise, has still decided to keep their money with the respondent which was clearly with a speculative purpose and such speculative acts are not protected by any law. Hence, no right of the complainants could be said to have been breached by the respondent, giving rise to any claim for interest as alleged by the complainants. Hence, the complaint is liable to be dismissed with costs.

- iii. That from the date of payment till the date of filing of the present complaint, the complainants have never raised any demand or claim whatsoever even though they had the option at all times which show that the complainants voluntarily let their money remain with the respondent for their own selfish and speculative intents. The complainants have now approached the Authority with concocted and fabricated story to conceal the true matrix of the situation accordingly to which the complainants have no vested right in any determinate project but have merely paid money to be allowed to participate in case the approvals had come through. The conduct of the complainants clearly indicates that their objects and intents are speculative not only behind making the payment but also behind filing the present complaint. It is shocking that the complainants are even today not claiming any refund but is trying to abuse the process of this Authority to claim hefty interest which is not tenable in law in the facts and circumstances of the present case. The complainants have no vested right to claim possession of any property as it is not yet determined and hence there is no question of any delay as alleged

- by the complainants. It is submitted that the delay is absolutely non-existent and imaginary under the present facts and hence, there is no entitlement of any interest whatsoever.
- iv. That further no date of possession has ever been mutually agreed between the parties. In absence of any document in the nature of a builder buyer agreement, which contains several terms and conditions including the date of possession and the consequences of default, no date of possession can be said to have been mutually agreed between the parties. It is trite in law that a party claiming default must first prove the default beyond reasonable doubt by means of substantial evidence. The complainant has not adduced any reasonable proofs in the nature of documentary evidence which establishes the date of possession, terms and conditions of possession, default and the consequential effect of such default. It is submitted there is no possibility of execution of a builder buyer agreement because the property is indeterminate and also there are no specific terms that have been mutually agreed.
- v. That the complainants are not an "Allottee" within the meaning of Section 2(d) of the Act, 2016. That the complainant had merely made a payment towards a future potential project of the respondent. That the complainants do not meet the criterion established by the Act, and therefore, cannot be admitted as "an Allottee" before this Authority.
- vi. That the complainants have approached the respondent and have communicated that they are interested in a project which is "not ready to move" and expressed their interest in a *futuristic project*. It is submitted that the complainants are not interested in any of the





ready to move in/near completion projects of the respondent. It is submitted that a futuristic project is one for which no price can be determined and such projects are sold at the prevailing rate which is determined when the project receives its approval and further amounts such as EDC/IDC charges are also known with certainty. It is submitted that on the specific request of the complainants, the money was accepted and no commitment was made towards any particular price or property or date of handover or possession since such terms were not foreseeable or known even to the respondent. The respondent had no certain schedule for the handover or possession since there are various hurdles in a futuristic project and hence no amount was received/demanded from the complainants towards the price and the complainants were duly informed that such prevailing price shall be payable as and when approvals are in place. The complainants are an elite and educated individual who has knowingly taken the commercial risk of advancing money even though the property was non-determinate and the price was dependent upon future developments and was not foreseeable at the time of booking transaction. The complainants cannot be allowed to shift the burden on the respondent as the real estate market is facing rough weather.

- vii. That it is submitted that the complainant is not an allottee and hence the proceedings are merely in the nature of recovery which is not maintainable before this Authority. The complainants approached the Authority after 11 years of the date of receipt and as such, this would go on to show that the complaint is barred by limitation.

4. 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 submission made by the parties.

**E. Jurisdiction of the authority**

The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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**

5. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject matter jurisdiction**

6. 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) 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.*

7. 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.

**F. Findings on the objections raised by the respondents**

**F. I Objection regarding the complainants being investor.**

8. The respondents have taken a stand that the complainants are investors and not consumer. Therefore, they are not entitled to the protection of the Act and are not entitled to file the complaint under section 31 of the Act. The respondents also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumers of the real estate sector. The authority observes that the respondents are correct in stating that the Act is enacted to protect the interest of consumer of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims and objects of enacting a statute but at the same time the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainants are buyers and have paid a considerable amount of money to the promoter towards purchase of a plot in the project of the promoter. At this stage, it is important to stress upon the definition

of term allottee under the Act, the same is reproduced below for ready reference:

*"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as *M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.* has also held that the concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottees being investor are not entitled to protection of this Act also stands rejected.

**F.II Objections regarding maintainability of complaint.**

9. The counsel for the respondents/promoter vide proceedings dated 19.02.2025 have raised the contention that the complaint is not maintainable as the will submitted by the complainants of the deceased co-allottee is not registered and no succession certificate has been placed on record. The counsel for the complainants during proceedings rebutted the arguments of the respondents stating that the will is not under challenge or dispute and it is specific to the extent of share

devolved under the successors of the deceased-allottee. After considering the above, the authority is of view that this authority is not competent to go into legality of a will and lacks the jurisdiction to decide inheritance/succession. Prima facie, the case is made out under section 18 of the Act, 2016 in favour of the complainants-allottee and after considering 'clause E' of the will dated 14.03.2013, the authority does not see any irregularity in the present complaint. Thus, the objection of the respondents w.r.t maintainability of complaint stands rejected. However, it is to be made clear that this order is without prejudice to the rights of legal heirs.

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

- G.I Direct the respondents to get the proper plot buyer' agreement executed in terms of the original booking and to include the name of legal heirs as per will.**
- G.II Direct the respondents to pay delay possession charges, to handover possession of the plot and to execute conveyance deed in favour of the complainants as per the Act, 2016.**
10. In the present complaint, the complainants intend 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)*

11. The authority observes that even after lapse of more than 11 years from the date of allotment till the filing of complaint, no proper buyer's agreement has been executed inter- se parties. Therefore, the due date of possession cannot be ascertained. 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 respondents/promoter are not communicating the same to the complainants/allottee. Hence, it is violation of the Act, and shows its unlawful conduct. In view of the above, the respondents-promoter is directed to enter into a registered buyer's agreement with the complainants-allottee as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 30 days.

12. **Due date of possession:** 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."*

13. In view of the above-mentioned reasoning, the date of allotment i.e. 05.05.2013 is ought to be taken as the date for calculating due date of possession. Therefore, the due date of handing over of the possession of the unit/plot comes out to be 05.05.2016.

14. **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.*

15. 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.
16. 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., 12.03.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
17. The definition of term 'interest' as defined under section 2(z a) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

18. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondents /promoter which is the same as is being granted to the complainants in case of delay possession charges.
19. 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 respondents are in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. The authority has observed that the due date of possession was 05.05.2016. However, the respondents-promoter have failed to handover possession of the subject plot till date of this order. Further, the authority observes that there is no document available on record from which it can be ascertained as to whether the respondents have applied for completion certificate or what is the status of construction of 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 to the allottees.
20. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondents is established. As such the complainants are entitled to delay possession charges at the prescribed rate i.e., @11.10% p.a. w.e.f. 05.05.2016 till offer of possession plus 2 months after obtaining completion certificate from the competent authority 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.





21. Further as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas as per section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the plot in question. However, there is nothing on the record to show that the promoter has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondents/promoter is directed to handover possession of the plot and execute conveyance deed 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, within three months after obtaining completion certificate from the competent authority.

**G. III Direct the respondents to to not to force the complainants to sign any indemnity cum undertaking as a precondition for signing the conveyance deed.**

22. The Authority observes the said issue has already been decided by this Authority in complaint bearing no. **4031 of 2019** titled as **Varun Gupta V. Emaar MGF Land Ltd.** wherein it is held that the respondent shall not place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights. Ordered accordingly.

**G. IV Direct the respondents to provide the exact layout plan of the unit.**

23. As per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or rules and regulations made thereunder or the agreement for sale signed with the promoter.

Therefore, in view of the same, the respondents-promoter is directed to provide the exact layout plan of the unit in question to the complainants-allottee within a period of 1 month from the date of this order.

**G. V Direct the respondents to not to charge monthly maintenance charges for a period of 12 months or more before giving actual possession of the unit.**

24. **Maintenance charges:** - This issue has already been dealt by the authority in complaint titled as *Varun Gupta Vs. Emaar MGF Land Limited (supra)*, wherein, it is held that the respondent is right in demanding advance maintenance charges at the rates prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottees even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.

**H. Directions of the authority**

25. 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 respondents/promoter is directed to enter into a registered buyer's agreement with the complainants-allottee as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 30 days.
- ii. The respondents/promoter is directed to pay interest to the complainants 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., 05.05.2016 till offer of possession plus 2 months after obtaining completion certificate from the competent authority 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.

- iii. The arrears of such interest accrued from 05.05.2016 till the date of this order shall be paid by the promoter to the allottees within a period of 90 days and the 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.
- iv. The respondents/promoter is directed to handover possession of the unit/plot and execute conveyance deed 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, within three months after obtaining completion certificate from the competent authority.
- v. 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 respondents/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per section 2(za) of the Act.
- vi. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- vii. The respondents/promoter is further directed not to place any condition or ask the complainants to sign an indemnity of any

nature whatsoever, which is prejudicial to their rights as has been decided by the authority in complaint bearing no. **4031 of 2019** titled as **Varun Gupta V. Emaar MGF Land Ltd.**

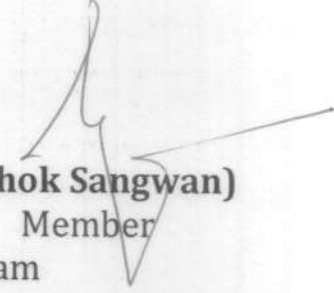
viii. The respondents/promoter shall not charge anything from the complainants which is not part of the agreement dated 17.04.2013.

ix. A period of 90 days is given to the respondents/promoter to comply with the directions given in this order and failing which legal consequences would follow.

26. This order is without prejudice to the rights of legal heirs of the deceased co-allottee.

27. Complaint stands disposed of.

28. File be consigned to registry.

  
(Ashok Sangwan)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.03.2025

**HARERA**  
GURUGRAM