



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

Date of decision : 11.04.2025

Name of the Builder		Ramprashtha Promoters and Developers Private Limited	
Project Name		The Edge Towers	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/4299/2023	Arvind Priya and Anr. Vs. M/s Ramprashtha Promoters and Developers Pvt. Ltd.	Tanuj Agarwal, Adv. (Complainant) Navneet Kumar, Adv. (Respondent)
2.	CR/5891/2023	Vivek Mukherjee and Anr. Vs. M/s Ramprashtha Promoters and Developers Pvt. Ltd.	Prashant Vashist, Adv. (Complainant) Arun Yadav, Adv. (Respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the

project, namely, "The Edge Towers" at Sector 37D, Gurugram being developed by the respondent/promoter i.e., M/s Ramprashtha Promoters and Developers Pvt. Ltd. The terms and conditions of the builder buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of possession and delayed possession charges.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project Name and Location	"The Edge Tower", Sector- 37D, Gurugram, Haryana.
Project area	60.5112 acres
Nature of the project	Group housing colony
DTCP license no. and other details	33 of 2008 dated 19.02.2008 Valid up to- 18.02.2025
RERA Registered/ not registered	Registered vide no. 279 of 2017 dated 09.10.2017 (Tower No. A to G, N and O) Valid up to- 31.12.2018
RERA registration extension no.	EXT/98/2019 dated 12.06.2019 Valid up to- 31.12.2019
Occupation certificate	Not yet obtained
Possession clause as per clause 15 of BBA	15. POSSESSION (a) Time of handing over the possession <i>Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this</i>

	<p><i>Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA proposed to hand over the possession of the Apartment by 31/08/2012 the Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.</i></p>
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S.No.	Particulars	Details CR/4299/2023 w.r.t	Details CR/5891/2023 w.r.t.
1.	Complaint filed on	19.09.2023	11.01.2024
2.	Reply filed on	24.05.2024	24.05.2024
3.	Allotment letter	17.09.2010 [Page 46 of complaint]	11.08.2010 [Page 47 of complaint]
4.	Unit no.	1604, 16 th floor, Tower E [Page 46 of complaint]	1302, 13 th floor, Tower D [Page 21 of complaint]
5.	Unit area	1650 sq. ft. [Page 23 of complaint]	1990 sq. ft. [Page 21 of complaint]
6.	Builder buyer agreement executed on	08.10.2010 [Page 19 of complaint]	11.08.2010 [Page 17 of complaint]
7.	Due date of possession	31.12.2012	31.12.2012
8.	Total sale price of the flat	Rs.54,61,404/- [Page 23 of complaint]	Rs.66,36,004/- [Page 22 of complaint]
9.	Amount paid by the complainants	Rs. 47,00,330 /- [As alleged on page 6 of the complaint]	Rs.58,39,724/- [As alleged on page 11 of the complaint]

10.	Occupation certificate	Not yet obtained	Not yet obtained
11.	Offer of possession	Not offered	Not offered
12.	Relief sought	1. Possession 2. DPC from the due date of delivery of possession till actual delivery of subject unit.	1. Possession 2. DPC from the due date of delivery of possession till actual delivery of subject unit.

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4299/2023 titled as Arvind Priya and Anr. Vs. M/s Ramprashtha Promoters and Developers Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

A. Unit and project related details

7. 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.	Project Name and Location	"The Edge Tower", Sector- 37D, Gurugram, Haryana.
2.	Project area	60.5112 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no. and other details	33 of 2008 dated 19.02.2008 Valid up to- 18.02.2025
5.	RERA Registered/ not registered	Registered vide no. 279 of 2017 dated 09.10.2017 (Tower No. A to G, N and O) Valid up to- 31.12.2018
6.	RERA registration extension no.	EXT/98/2019 dated 12.06.2019 Valid up to- 31.12.2019
7.	Allotment letter	17.09.2010 [Page 46 of complaint]
8.	Unit no.	1604, 16 th floor, Tower E [Page 46 of complaint]
9.	Unit area	1650 sq. ft. [Page 23 of complaint]
10.	Builder buyer agreement executed on	08.10.2010 [Page 19 of complaint]
11.	Possession clause	15. POSSESSION (a) Time of handing over the possession



		<i>Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA proposed to hand over the possession of the Apartment by 31/08/2012 the Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.</i>
12.	Due date of possession	31.12.2012
13.	Total sale price of the flat	Rs.54,61,404/- [Page 23 of complaint]
14.	Amount paid by the complainant	Rs. 47,00,330 /- [As alleged on page 6 of the complaint]
15.	Occupation certificate	Not yet obtained
16.	Offer of possession	Not offered
17.	Relief sought	1. Possession 2. DPC from the due date of delivery of possession till actual delivery of subject unit.

B. Facts of the complaint

8. The complainants have made the following submissions in the complaint: -
- That respondent company made several representations of their project to the complainants alluring them to book a flat in their project **"THE EDGE TOWERS"** situated Southern Court,

Ramprastha City, Sector 37D, Gurgaon, Haryana. The respondent had made several claims pertaining to the architecture and the landscape of the project. Relying on the assurances made by the respondent and lured by the rosy picture painted by the respondent, the complainants applied for booking in the said project vide their application dated 8.10.2010 and paid a sum of Rs. 50,000/- as booking amount.

- ii. That the respondent issued allotment letter in favour of the complainants on 17.09.2010 thereby allotting unit bearing no. 1604, 16th floor, tower E admeasuring 1650 sq. ft. for a total sale consideration of Rs.54,61,404/-. An Apartment Buyer's Agreement was executed between the parties on 08.10.2010 under which the complainants were constrained to accept various arbitrary and unilateral clauses made in favour of the respondent. as per the Apartment Buyer's Agreement, the respondent was obliged to deliver the possession of the apartment to the complainants by 31.08.2012 and latest by 31.12.2012, with an extension of 120 days as mentioned in the agreement.
- iii. That the respondent company had miserably failed in completing the project even till date that is even after a delay of more than 10 years from its scheduled date of delivery. That aggrieved with the inordinate delay in delivering the possession, the complainants have been constrained to file the present complaint.



C. Relief sought by the complainants:

9. The complainants have sought following relief(s):
 - i. Direct the respondent to immediately deliver the possession of the subject unit to the complainants along with all the promised amenities and facilities and to the satisfaction of the complainant.
 - ii. Direct the respondent to make the payment of delay penalty charges at the rate of 12% p.a. on the amount already paid by the complainants to the respondent from the promised date of delivery i.e., 31.08.2012 till the actual delivery of the flat to the complainants.
10. On the date of hearing, the authority explained to the respondent/promoter about the contravention 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

11. The respondent has contested the complaint on the following grounds:
 - i. That the complainants have been acting as genuine buyers and desperately attempting to attract the pity of this Authority to arm-twist the respondent into agreeing with the unreasonable demands of the complainants. The reality behind filing such complaint is that the complainants have resorted to such coercive measures due to the downtrend of the real estate market and by way of the present complaint, is only intending to extract the amounts invested along with profits in the form of exaggerated interest rates. This conduct of the complainants itself claims that the complainants are mere

speculative investors who have invested in the property to earn quick profits and due to the falling & harsh real estate market conditions, the complainants are making a desperate attempt herein to quickly grab the possession alongwith high interests on the basis of concocted facts.

- ii. That there is no default on the part of the respondent since the date of possession stands extended till 31.12.2023 in accordance with the terms of the Agreement. Clause 15 (a) of the Agreement shall not be read in isolation but have to be read in light of other clauses of the Agreement. Clause 15(a) of the Agreement is subject to clause 31 of the Agreement. Clause 15(a) stipulates the time for handing over of the possession which is subject to Force Majeure circumstances which clearly indicate the nature of agreement entered into between the parties, whereby, the stipulated date of delivery is not a strict and final date but merely a tentative date which is further subject to several factors involved. Clause 15(a) of the Agreement states that the Apartment is reasonably expected to be delivered by the Developer/Respondent by 31.08.2012 from the date of signing the BBS subject to Clause 31 of the said Agreement in which case the date of possession shall get extended automatically. Clause 33 of the Agreement, the parties further agreed as to what would constitute a *Force Majeure* circumstance.
- iii. That the delay has occurred only due to unforeseeable and uncontrollable 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 apartment for which the 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.

iv. That the project faced various roadblocks and hindrances including approvals from different authorities which were beyond the control of the respondent and which in turn lead to unforeseeable delay in the construction / completion of the project and hence handing over of the possession of the flat to the complainants herein.

- In addition to the above, active implementation by the Government of alluring and promising social schemes like National Rural Employment Guarantee Act ("NREGA") and Jawaharlal Nehru National Urban Renewal Mission ("JNNURM"), further led to sudden shortage of labour/ workforce in the real estate market as the available labour were tempted to return to their respective States due to the guaranteed employment under the said Schemes.
- The respondent faced extreme water shortage, which was completely unforeseen by any of the Real Estate Companies, including the Respondent herein, in the NCR region.
- The respondent herein neither had any control over the said directions/orders from the Hon'ble High Court nor had any

control over the shortage of water in the NCR region, which in turn led to the delay in the completion and hence the handing over of the possession of the flat to the complainants herein.

- There has been a heavy shortage of supply of construction material i.e., river sand and bricks etc. through out of Haryana, pursuant to order of Hon'ble Supreme Court of India in the case Deepak Kumar etc. v. State of Haryana (I.A. No. 12-13 of 2011 in SLPs (C) nos. 19628-29 of 2009 with SLPs (C) No. 729-731/2011, 21833/2009, 12498-499/2010, SLP(C) CC... 16157/2011 & CC 18235/2011 dated 27 February 2012) and correspondingly, the construction progress slackened.

- v. That it is evident from the complaint that the complainants were actually waiting for the passage of several years to pounce upon the respondent and drag the respondent in unnecessary legal proceedings. It is submitted that huge costs must be levied on the complainants for this misadventure and abuse of the process of court for arm twisting and extracting money from respondent. It is pertinent to mention here that from the date of booking till the filing of the present complaint, the complainants have never ever raised any issue whatsoever and have now concocted a false story and raised false and frivolous issues and have filed the present complaint on false, frivolous and concocted grounds.
- vi. That despite several adversities and the unpredicted and unprecedented wrath of falling real estate market conditions, the respondent has made an attempt to sail through the adversities only to handover the possession of the property at the earliest possible to the utmost satisfaction of the buyers/allottees. That even in such harsh market conditions, the respondent has been

continuing with the construction of the project and sooner will be able to complete the construction of the project.

12. 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

13. 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

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by 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

15. 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 maybe;

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.

16. 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.1 Objection regarding entitlement of DPC on ground of complainants being investor

17. The respondent has taken a stand that the complainants are investor and not allottee/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 Authority observes 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 documents, it is revealed that the complainants are buyer, and have

paid a considerable amount to the promoter towards purchase of a unit/space in its project. 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;"

18. In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the agreement, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. Further, the concept of investor is not defined or referred in the Act. Moreover, 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. In view of the above, the contention of promoter that the allottees being investor are not entitled to protection of this Act stands rejected.

G. Findings on the relief sought by the complainants

G.1 Possession and Delay possession charges

19. 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."

20. Clause 15(a) of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

"15. POSSESSION

(a) Time of handing over the possession

Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA proposed to hand over the possession of the Apartment by 31/08/2012 the Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex."

21. The authority has gone through the possession clause of the agreement and observes that this is a matter very rare in nature where builder has specifically mentioned the date of handing over possession rather than specifying period from some specific happening of an event such as signing of apartment buyer agreement, commencement of construction, approval of building plan etc. This is a welcome step, and the authority appreciates such firm commitment by the promoter



regarding handing over of possession but subject to observations of the authority given below.

22. **Due date of handing over possession and admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment by 31.08.2012 and further provided in agreement that promoter shall be entitled to a grace period of 120 days for applying and obtaining occupation certificate in respect of group housing complex.
23. The Authority put reliance on the judgement dated 08.05.2023 of Hon'ble Appellate Tribunal in ***Appeal No. 433 of 2022 tilted as Emaar MGF Lamd Limited Vs Babia Tiwari and Yogesh Tiwari*** wherein it has been held that if the allottee wishes to continue with the project, he accepts the term of the agreement regarding grace period of three months for applying and obtaining the occupation certificate. The relevant portion of the order dated 08.05.2023, is reproduced as under:

"As per aforesaid clause of the agreement, possession of the unit was to be delivered within 24 months from the date of execution of the agreement i.e. by 07.03.2014. As per the above said clause 11(a) of the agreement, a grace period of 3 months for obtaining Occupation Certificate etc. has been provided. The perusal of the Occupation Certificate dated 11.11.2020 placed at page no. 317 of the paper book reveals that the appellant-promoter has applied for grant of Occupation Certificate on 21.07.2020 which was ultimately granted on 11.11.2020. It is also well known that it takes time to apply and obtain Occupation Certificate from the concerned authority. As per section 18 of the Act, if the project of the promoter is delayed and if the allottee wishes to withdraw then he has the option to withdraw from the project and seek refund of the amount or if the allottee does not intend to withdraw from the project and wishes to continue with the project, the allottee is to be paid interest by the promoter for each month of the delay. In our opinion if the allottee wishes to continue with

the project, he accepts the term of the agreement regarding grace period of three months for applying and obtaining the occupation certificate. So, in view of the above said circumstances, the appellant-promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the Occupation Certificate. Thus, with inclusion of grace period of 3 months as per the provisions in clause 11 (a) of the agreement, the total completion period becomes 27 months. Thus, the due date of delivery of possession comes out to 07.06.2014."

24. Therefore, in view of the above judgement and considering the provisions of the Act, the authority is of the view that, the promoter is entitled to avail the grace period so provided in the agreement for applying and obtaining the occupation certificate. Accordingly, this grace period of 120 days is allowed to the promoter. Hence, the due date of handing over possession comes out to be 31.12.2012.
25. **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.
26. 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.

27. 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., 11.04.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
28. 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;"*
29. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 9.40% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.
30. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that



the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 15(a) of the apartment buyer's agreement executed between the parties on 08.10.2010, the possession of the subject apartment was to be delivered by 31.12.2012. Moreover, the authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation 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 allottees.

31. 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 respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 31.12.2012 till valid offer of possession plus 2 months after obtaining occupation 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. Further, the promoter is directed to handover the physical possession of the subject unit complete in all respect as per specifications mentioned in BBA and as per provisions of section 17 of the Act on making due payment by the allottee, if any, and thereafter, the complainants are obligated to take the possession within 2 months as per Section 19 (10) of the Act, 2016.

32. The following table concludes the time period for which the complainants-allottees are entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

S.no.	Complaint no.	Due date of possession	Offer of possession	Period for which the complainants are entitled to DPC
1.	CR/4299/2023	31.12.2012	Not offered	W.e.f. 31.12.2012 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier.
2.	CR/5891/2023	31.12.2012	Not offered	W.e.f. 31.12.2012 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier.

H. Directions of the authority

33. 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 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., 31.12.2012 till valid offer of possession plus 2 months after obtaining occupation 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. The due date of possession and the date of entitlement of delay possession charges are detailed in table given in para 32 of this order.
- ii. The arrears of such interest accrued from 31.12.2012 till the date of order by the authority 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 promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The respondent is directed to handover physical possession of the subject unit to the complainants within 60 days of receipt of occupation certificate of the project from the competent authority.
- iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The rate of interest chargeable from the allottee 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.

vi. The respondent/promoter shall not charge anything from the complainants which is not the part of the buyer's agreement.

34. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

35. The complaint and application, if any, stands disposed of.

36. File be consigned to registry.

Dated: 11.04.2025

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram

HARERA
GURUGRAM