

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

Complaint no. : 3543 of 2024  
Date of complaint : 14.08.2024  
Date of order : 09.04.2025

Pankaj Dhawan,  
R/o: - 12, Malka Ganj, Delhi-110007.

**Complainant****Versus**

1. M/s Ramprastha Estates Pvt. Ltd.  
2. M/s Ramprastha Developers Pvt. Ltd.  
3. M/s Ramprastha Promoters & Developers Pvt. Ltd.  
**Regd. Office At:** - Plot no. 114, Sector 44, Gurugram-122002.  
**Also at:** Shop no.10, C Block Market,  
Vasant Vihar, New Delhi-110057.

**Respondents**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Uday Raj Ram (Advocate)  
R. Gayathri Manasa (Advocate)  
Mohammed Imran Ahmed (Advocate)

**Complainant**  
**Respondent no. 1 & 3**  
**Respondent no. 2**

**ORDER**

1. The present complaint has been filed by the complainant/allottee 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 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 complainant, 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 (page 18 of complaint)
2.	Project area	123.5867 acres
3.	Nature of the project	Residential plotted 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.	Not allotted
10.	Unit area admeasuring	300 sq. yds. (as per page 17 of complaint)
11.	Date of booking/payment	21.03.2006 (page 17 of complaint)
12.	Date of execution of plot buyer's agreement	Not executed
13.	Due date of possession	21.03.2009 [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.8,25,000/- (excluding EDC/IDC and other govt. charges) (page 19 of complaint)
15.	Amount paid by the complainant	Rs.8,25,000/- (as per page 19 of complaint)





16.	Completion certificate	Not received
17.	Offer of possession	Not offered

**B. Facts of the complaint**

3. The complainant has made the following submissions: -
- I. That the complainant was approached by the respondents along with its erstwhile directors Mr. Balwant Singh Chaudhary and Mr. Sandeep Yadav and told him about the moonshine reputation of the company. Further, after deliberate discussions, the respondents and its directors promised/ assured the complainant that they will give physical possession of plot of 300 sq. yards. in their project namely "Ramprastha City" situated in Sector 37C & D, Gurugram within 3 years from the date of making payment for a total sale consideration of Rs.8,25,000/-.
  - II. That relying on the assurances, representations and promises of the respondents & its director and after negotiations, complainant had purchased plot of 300 sq. yards and subsequently had paid an amount of Rs.8,25,000/- as the full and final payment of the total sale consideration towards the purchase of the above-mentioned plot in the subject project and the same was acknowledged by the respondent's company and accordingly receipt bearing no. 52 dated 21.03.2006 was issued in the name of the present complainant.
  - III. That after payment of the sale consideration the complainant during the period of 2006-2009 made numerous visits to the office of the respondents to allot the plot and execute buyer's agreement, but the respondents lingered on the same on the one pretext or the other. Thereafter the respondents sent a letter dated 10.12.2009 to complainant; which was in continuation of one letter dated 18.03.2009 though the same was never received by the complainant;





confirming the receipt of payment made against receipt no. 52 and further apprised about the obtainment of LOI for the development of residential township in Sector 92, 93 & 95, Gurgaon and made assurance that the allotment procedure was completed within next three months i.e. by 10.03.2010.

- IV. That during the entire period 2009-2018, the complainant made numerous calls and had also visited the offices of the respondent's company several times and requested respondents to handover the physical possession of plot but, the respondents never gave any concrete response to the complainant.
- V. That after extensive hardships and follow up, on 27.07.2018, the respondents company sent a letter to the complainant confirming the full and final payment being price of the plot admeasuring 300 sq yds. Further, in the said letter the respondent company deliberately informed about their both plotted projects licenses granted for Sector 92, 93 & 95 & Sector 37 C & D. Further the respondent company itself admitted that till date they were in process to obtain other pending approvals. Thus, the respondent company admitted its failure for the allotment and for complying mandatory obligations as described in Section 11 of the Act.
- VI. That on 07.02.2019, the complainant responded to the above-mentioned letter of the respondent's company dated 27.07.2018 and showed his surprise and dissent over the pending approvals even after promised by the respondent's company; in way back 2006; to allot and gave physical possession of the purchased plot by 2009. By the said letter, the complainant inquired about the timeline frame for the delivery of plot, but the same was never replied by the respondent company till date.

- VII. That the complainant has approached the promoter several times, but all in vain as the respondent promoter is abusing his dominant position so, the allottee is left with no other option but to approach this authority.
- VIII. That the respondents have committed grave deficiency in services by delaying the issuance of allotment letter, execution of buyer's agreement, delivery of possession of the subject plot. It is also submitted that the respondents have made false promises regarding handing over of possession of the subject plot at the time of sale which amounts to unfair trade practice., which is immoral and illegal. The respondents have criminally misappropriated the money paid by the complainants for such a long time and have not delivered the subject plot within the agreed and promised timelines. Furthermore, the respondents have also acted fraudulently and arbitrarily by inducing the complainants to buy the subject plot on the basis of false/ frivolous promises and representations.
- IX. That due to the acts of the respondents and the deceitful intent as evident from the facts outlined above, the complainants have been unnecessarily harassed mentally as well as financially, and therefore the opposite party is liable to compensate the complainants on account of the aforesaid unfair trade practice.
- X. That the complainants wish to continue with the subject project and seeks possession of plot, issuance of allotment letter, execution of buyer's agreement and delay possession charges at the prescribed rate as per Section 18 of the Act of 2016.

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

4. The complainant has sought following relief(s):
- I. Direct the respondent to execute promoter buyer agreement.





II. Direct the respondent to handover possession of the plot at Ramprastha City, Sector 37C and D, Gurugram and to pay delay possession charges.

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 no.1 & 3 have contested the complaint on the following grounds:

- i. That at the very outset, it is submitted that the receipt based on which the present complaint has been filed has not been issued by the answering respondents. Hence, the present complaint is not maintainable at all against the answering respondents and hence, respondents no. 1 and 3 deserve to be deleted from the array of parties under the principles of order 1 Rule 10 of the Code of Civil Procedure, 1908.
  - ii. That the complainant is neither an allottee qua the answering respondents nor there is any agreement with answering respondents that can sought to be enforced by the complainant by invoking the provisions of the Act, 2016. Further, there is no averment of any cause of action against the answering respondents in the complaint. Thus, the present complaint is not maintainable and is liable to be dismissed.
  - iii. That the said receipts clearly state that the receipt was issued by respondent no.2. Hence by any stretch of the imagination such a receipt is not legally enforceable against the answering respondents.
7. The respondent no.2 put in appearance through Advocate and marked attendance on 04.12.2024. Despite specific directions for filing of reply, it failed to comply with the orders of the Authority. It shows that the



respondent no.2 was intentionally delaying the procedure of the court by avoiding filing of written reply. Therefore, in view of above, vide proceedings dated 12.03.2025, the defence of the respondent no.2 was struck off. However, in the interest of justice, the respondent no.2 was given a liberty to file written submissions within a period of two weeks, but the same has not been submitted by it till date.

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 submission made by the parties.

**E. Jurisdiction of the authority**

9. 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**

10. 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**

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.*

12. 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. Objections raised by the respondent no. 1 & 3.**

**F.I Maintainability of the complaint against respondent no.1 & 3.**

13. The respondent no.1 & 3 have averred that the present complaint is not maintainable for the reason that the complainant is neither an allottee qua the answering respondents nor there is any agreement with answering respondents that can sought to be enforced by the complainant by invoking the provisions of the Act, 2016. Further, there is no averment of any cause of action against the answering respondents in the complaint. Moreover, the receipt based on which the present complaint has been filed has been issued by respondent no.2. Hence by any stretch of the imagination such a receipt is not legally enforceable against the answering respondents.
14. The Authority observes that the complainant had booked a plot measuring 300 sq. yards. in futuristic project of the respondents by paying an amount of Rs.8,25,000/-. On 21.03.2006, the respondent no.2, vide payment receipt bearing no. 52 acknowledged receiving of said amount towards booking of a plot measuring 300 sq. yards. in a futuristic project of the respondent, but no plot number was allotted to him. Thereafter, the respondent no.2 vide letter dated 10.12.2009,



intimated the complainant regarding its upcoming project named "Ramprastha City" at Sector- 92, 93 & 95, Gurugram and has requested to complete necessary formalities for the allotment process in the said project. Afterwards, the respondent no.2 vide letter dated 27.07.2018, confirmed receipt of full and final basic price of the plot towards his booking at **Sector 92, 93, 95 & 37D** and informed the complainant that it has obtained licence for its two plotted colonies bearing licence numbers 44/2010 dated 09.06.2010 and 128/2012 dated 28.12.2012 at Sectors 92, 93 & 95 and Sectors 37C & 37D, Gurugram respectively, from the competent authority and it shall start the process of allotment after receiving sanctions and other approvals from the government departments on priority basis. Thus, as per the above, allotment of plot measuring 300 sq. yds. was to be made either in plotted colony having licence no. 44/2010 dated 09.06.2010 at Sectors 92, 93 & 95, Gurugram or in plotted colony having licence no. 128/2012 dated 28.12.2012 at Sectors 37C & 37D, Gurugram. However, till date, neither the plot number, nor specific details w.r.t the project in which the plot will be allotted has been specified to the complainant. After considering the above, the Authority is of considered view that the respondent no.1 & respondent no.3 cannot escape from their responsibilities and obligations to the allottee being licensee of the projects i.e. 'Ramprastha City' at Sector 92, 93, 95 and Ramprastha City at Sector 37C and Sector 37D, Gurugram respectively and are covered under the definition of promoter within the meaning of Section 2(zk) of the Act, 2016. The authority observes that the respondents have attempted to create a smoke screen of corporate opacity by creating multiple corporate entities and obfuscate the issue. It is therefore necessary to lift the corporate veil and uncover the reality. A cursory glance at the MCA



official master data reveals that the respondent companies share the same registered address. Furthermore, the email id of all the three respondents is the same i.e. compliances@ramprastha.com. Interestingly, the date of incorporation of respondent no.1 & respondent no.2 is the same i.e. 20.01.2006. Not only this, R-1 & R-3 share three common directors and respondent no. 1 & 2 share one common director. It is therefore evident that the respondents have created multiple corporate entities only to escape the responsibility of compliances. In fact, the project in Sector 92, 93 & 95, Gurugram is registered in the name of R-1 i.e. REPL and registration for another plotted colony in Sector- 37 C & 37D, Gurugram has also been applied in the name of R-1(Although, the licences for this land are in the name of R-1 & R-3). The Authority has observed that such a practise is being repeatedly used by the respondents in a large number of similar cases to obscure the accountability of the respondent companies, thereby frustrating the efforts to pursue legal action against them. Furthermore, the respondents cannot be granted leniency on based of the aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong. Consequently, all the respondents shall be jointly and severally liable to bear the responsibility for the consequences arising from the present complaint. In view of the same, the contention/objection of respondent no.1 & 3 stands rejected.

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

**G. I Direct the respondent to execute buyer's agreement.**

**G.II Direct the respondent to handover possession and to pay delay possession charges.**

15. The complainant had booked a plot admeasuring 300 sq. yards. in of the futuristic project respondents by paying an amount of Rs.8,25,000/-. On 21.03.2006, the respondent no.2 issued a payment receipt bearing no.



52 towards booking in futuristic project of the respondents. However, till date neither the plot buyer agreement has been executed between the parties nor any plot number has been allotted to him. Further, the respondent vide letter dated 10.12.2009, intimated the complainant regarding its upcoming project named "Ramprastha City" at Sector- 92, 93 & 95, Gurugram and has requested to complete necessary formalities for the allotment process in the said project. Thereafter, the respondent vide letter dated 27.07.2018, confirmed receipt of full and final basic price of the plot and informed the complainant that it has obtained licence for its two plotted colonies bearing licence no.s 44/2010 dated 09.06.2010 and 128/2012 dated 28.12.2012 at Sectors 92, 93 & 95 and Sectors 37C & 37D, Gurugram respectively from the competent authority and it shall start the process of allotment after receiving sanctions and other approvals from the government departments. Thus, in view of the foregoing facts the respondent who has accepted an amount of Rs.8,25,000/- since 2006 has been in custody of the money paid for allotment of the plot and has been enjoying benefits out of it till date.

16. Now the question before the authority is whether the receipt issued by the respondent/promoter falls within the definition of agreement, as per section 2(e) of The Contract Act, 1872 and which provides that:

*"Every promise and every set of promise forming the consideration for each other is an agreement."*

17. Further, section 10 of the Act of 1872 defines the conditions under which the agreement made fall with the definition of contract and the same provides as under:

*"All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object and are not hereby expressly declared to be void."*



18. There are a large number of cases coming to the notice of the authority wherein the promoter had taken the whole or partial amount of money and only issued receipt against the allotment of a plot either in the exiting or in its upcoming project at Gurugram. Neither has the promoter issued any allotment letter nor executed any buyer's agreement in this regard. The document/receipt so issued in favour of a person can be termed as an agreement for sale to put the developer before RERA Authority, compelling it to fulfil its obligations against the holder of that document. The promoter is duty bound to explain the reasons for which it has admittedly retained the consideration amount for so long, considering the fact that the promoter company is not a bank or non- banking financial company (NBFC).
19. In the present complaint, the complainant intends to continue with the allotment 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 delay, till the handing over of the possession, at such rate as 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 may be prescribed."***  
***(Emphasis supplied)***
20. The complainant vide present complaint is claiming possession of plot measuring 300 sq. yds. in the project "Ramprastha City" at Sector 37C & 37D, Gurugram. However, on perusal of the record, it is determined that vide letter dated 10.12.2009, the respondent no.2 requested the complainant to fill enclosed form and to provide necessary documents for completing the allotment process in their upcoming project named "Ramprastha City" at Sector 92, 93 & 95, Gurugram. Later, the





respondent no.2 vide letter dated 27.07.2018, confirmed receipt of full and final basic price of the plot towards his booking at Sector 92, 93, 95 & 37D and informed the complainant that it has obtained licence for its two plotted colonies bearing licence no.s 44/2010 dated 09.06.2010 and 128/2012 dated 28.12.2012 at Sectors 92, 93 & 95 and Sectors 37C & 37D, Gurugram respectively from the competent authority and it shall start the process of allotment after receiving sanctions and other approvals from the government departments on priority basis. However, till date, neither the plot number, nor specific details w.r.t the project in which the plot will be allotted has been specified to the complainant. After considering the above, the Authority is of view that the project named "Ramprastha City" at Sector 37C & 37D, Gurugram is not yet registered with the authority and no plots/units can be sold or allotted to any person in the said project before prior registration of the project with the authority in terms of Section 3 of the Act, 2016.

21. The authority observes that despite receipt of full basic sale consideration amount against the booked plot back in 2006 except stamp duty and other charges payable to the government, the respondent-promoter has failed to enter into a written agreement for sale with respect to the same and has failed to get the plot registered in name of the complainant till date. Even after lapse of more than 19 years from the date of payment till the filling of complaint, the respondents-promoter has neither allotted a specific plot number nor specified the project details to the complainant. The authority is of the considered view that the Act, 2016 ensures the allottee's right to information about the project, unit and knowledge about the timelines of the delivery of possession. However, the respondents are not communicating the same to the complainant. Hence, it is violation of the provisions of the Act, and





shows its unlawful conduct. Thus, in view of the agreed terms of the letter dated 27.07.2018 read with Section 11(4)(a) and Section 13 of the Act of 2016, the respondents-promoter is directed allot a specific plot number to the complainant and to enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.

22. **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."*

23. In view of the above-mentioned reasoning, the date of payment made vide receipt dated 21.03.2006, 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 plot comes out to be 21.03.2009, manifesting that there has been a delay of more than 16 years in handing over possession, making the respondent liable to pay delay possession charges as per section 18 of the Act, 2016 along with possession.

24. **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.

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., 09.04.2025 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(z) 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;"*

28. Therefore, interest on the delay payments from the complainant 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 complainant in case of delay 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 respondents are in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. The authority has observed that the due date of possession was 21.03.2009. However, the respondents/promoter have not allotted a specific plot number to the complainant and also has failed to handover possession of the plot to the complainant till date of this order. Accordingly, it is the failure of the respondents/promoter to fulfil its obligations and responsibilities to allot a specific unit number and hand over the physical possession. The authority is of the considered view that there is delay on the part of the respondents to offer of possession of the booked plot to the complainant. 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 promoter as well as allottees.
30. 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 complainant is entitled to delay possession charges at the prescribed rate i.e., @11.10% p.a. w.e.f. 21.03.2009 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.

**H. Directions of the authority**

31. 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):

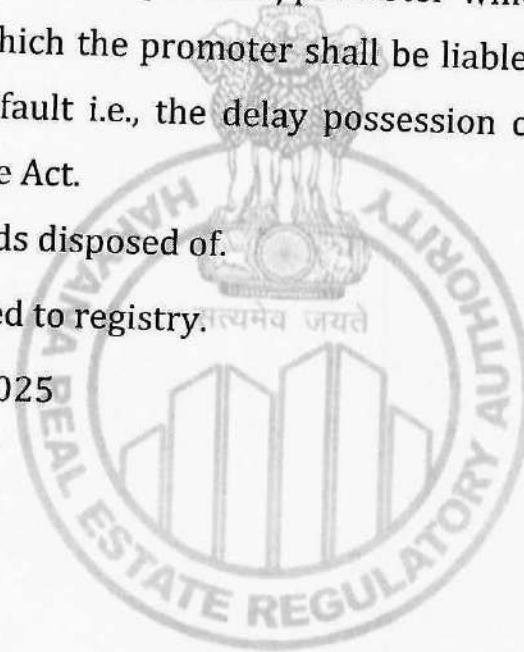
- i. The respondents/promoter is directed to allot a specific plot number to the complainant in view of the agreed terms of the letter dated 27.07.2018 and to enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days.
- ii. The respondents/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., 21.03.2009 till actual handing over of possession or offer of possession plus two months after obtaining completion certificate/part completion certificate from the competent authority, 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 21.03.2009 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 allottee before 10th of the subsequent month as per rule 16(2) of the rules.





- iv. The respondent/promoter is directed to handover possession of the allotted plot and execute conveyance deed in favour of the complainant on payment of stamp duty and registration charges within three months after obtaining completion/part completion certificate from the competent authority.
- 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 delay possession charges as per section 2(z) of the Act.
32. Complaint stands disposed of.
33. File be consigned to registry.

Dated: 09.04.2025



**HARERA**  
**GURUGRAM**

(Ashok Sangwan)  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram