

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

Complaint no. : 571 of 2023
Date of filing : 16.02.2023
Date of decision : 15.07.2025

Preet Singh Gulati Through SPA Anil Kharbanda
R/o: - B3/101, Janakpuri, New Delhi-110058

Complainant**Versus**

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

Respondent**CORAM:**

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member****APPEARANCE:**

Shri Nishant Jain
Shri Abhishek Bhardwaj

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint dated 16.02.2023 has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"Ramprastha City" & Sector, 92,93 and 95, Gurugram
2.	RERA Registered/ not registered	Registered GGM/397/129/2020/13 dated 05.06.2020 valid up to 31.12.2024
3.	Plot no.	N.A.
4.	Unit area admeasuring	3 plots of 250 sq. yds. each (Page no. 25 of the complaint)
5.	Date of receipt	31.03.2007 (Page no. 25 of the complaint)
6.	Date of execution of plot buyer's agreement	Not executed
7.	Possession clause	N.A.
8.	Due date of possession	31.03.2010 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)

9.	Total sale consideration	NA
10.	Amount paid by the complainant	Rs.23,50,000/- (Page no. 25 of the complaint)
11.	Occupation Certificate	Not obtained
12.	Offer of possession	Not offered

B. Facts of the complaint

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

- i. That in 2005-2006 the respondent had launched its future project i.e. Ramprastha City at in Sector 92, 93 & 95, Gurugram, Haryana (*herein after referred to as "said project"*). The respondent through public advertisements relating to the said project represented that these developments were inspired by the dreams of consumers and that they shall deliver the finest quality and set new benchmarks in the industry. The respondent commenced pre booking in its forthcoming multi acres residential township 'Ramprastha City' in Gurugram without obtaining the license for the development from Town & Country Planning Haryana. The respondent approached the complainant making fancy claims in regard to the project and the respondent lured the complainant for booking the unit in the aforesaid project of the respondent stating that the said project is best in Gurugram and reasonably priced.
- ii. That being lured by such representations and assurances made by the respondent, the complainant decided to put his life savings and hard earnings in the said project. The complainant paid an amount of Rs.

23,50,000/- as full payment for the plots vide cheque no. 112404 dated 30.05.2006 drawn on standard chartered Bank for booking of 3 plots admeasuring 250 Sq. Yards each. The said payment was acknowledged by the respondent vide receipt No. 1277 dated 31.03.2007.

- iii. That the complainant approached the respondent several times for the allotment of the plots and execution of the builder buyer agreements but all in vain. It is pertinent to mention here that it has been more than a decade and the respondent has failed to make the allotment of the plot to the complainant. The complainant has been visiting the respondent's office as well as construction site and pursuing progress of the project, however, there has been no progress. Moreover, the complainant was misled and told information, which is vague and conflicting and that too is given in a piecemeal manner by the representatives of the respondent. The complainant has also been calling on the landline of the respondent's Gurugram office, where several persons kept on answering and when asked about the status of allotment, the representatives of the respondent continued to mislead and misguide the complainant and kept on assuring that the allotment of the plots will be done immediately when the approval of the project comes through.
- iv. That the respondent informed the complainant vide letter dated 19.01.2010 that it has received the LOI for development of the township.
- v. That the respondent has not at all been transparent in its dealings with the complainant and has held back crucial information from the complainant regarding the licenses, registration from various Govt. departments and process for the allotment.

- vi. That the respondent has failed to allot the plots to the complainant and further failed to execute the BBA or agreement to sale with respect to the purchase of the above said plots, which clearly reveals it's mala fide. it is pertinent to mention here that the respondent has received the full sale consideration of the said plots
- vii. That the registration of the said project has also been granted by the RERA to the respondent in June 2020, however, no steps have been taken by the respondent to allot the plots to the complainant.
- viii. That the complainant tried to contact the senior management of the respondent several times however they always remained untraceable and unreachable and the representatives kept the complainant on tenterhooks to gain more time. The true fact is that despite the lapse of so much time, there is no sign of allotment, despite the assurances given.
- ix. That it is now evident that the respondent has clearly misrepresented the facts to suit their own needs and the same further shows the mala fide and unfair trade practice. The respondent failed to complete its obligations which it had promised at the time of taking money from the complainant and hence the respondent is liable for compensation / damages as are constantly being incurred by the complainant in terms of loss of interest and rent. It has also come to the notice of the complainant that many people have been allotted plots but the complainant has not been allotted the plot despite having made the complete payment towards his plots.
- x. That the respondent grossly failed to deliver the possession of the said plots. In the view of the above, it is submitted that the complainant has gone through mental stress due to the aforesaid acts and omissions of the respondent.

- xi. That being aggrieved by the acts of the respondent, complainant sent a legal notice through his counsel dated 14.08.2018, to which the respondent has not replied till date.
- xii. That the complainant sent a reminder notice dated 20.11.2020 to the respondent regarding the allotment of the 3 plots.
- xiii. That the complainant tried to approach the respondent to get the allotment of the plots and execute the BBA as soon as possible to avoid any further loss of finances but it was of no use. The illegal, unethical and fraudulent actions of the respondent had led to great physical exhaustion, mental torture and financial losses to the complainant.
- xiv. That despite receiving of 100% payments against the said plots on time and despite repeated requests and reminders over phone calls and personal visits of the complainant, the respondent has failed to allot and execute the BBA of the plots in Ramprastha City Sector-92,93 and 95 to the Complainant within stipulated period.
- xv. That the cause of action for filing of the present complaint arose when the complainant paid for 3 plots admeasuring 250 Sq. Yards each. The cause of action subsequently arose on multiple occasions when the complainant made requests to the respondent to allot he plots, execute the BBA or agreement to sale and execute conveyance deed in favour of the complainant. The cause of action arose when the respondent failed to deliver possession of the plots and failed to pay delayed possession charges to the complainant. The cause of action is continuous one and still subsisting, hence the present complaint.

C Relief sought by the complainants: -

- 4. The complainants have sought following relief(s)

- I. Direct the respondent to allot 3 plots admeasuring 250 Sq. Yards each and execute the builder buyer's agreement for the same.
 - II. Direct the respondent to hand over the possession of the plots and to get the sale deeds registered in favour of the complainant.
 - III. Direct the respondent to pay delayed possession charges @ 18% per annum (compoundable) from the date of payment made by the complainant.
 - IV. Direct the respondent not to charge anything further from the complainant as the full consideration amount of the plots has already been paid by the complainant.
 - V. Direct the respondent to provide all the amenities as promised in its brochure and to the complainant.
 - VI. Direct the respondent to pay cost of litigation amounting to Rs. 1,00,000/- alongwith costs of the present complainant may kindly be awarded in favour of the complainant and against the respondent.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds: -
- i. That at the very outset, it is pertinent to bring it to the notice of this Hon'ble Authority that the complainant has merely filed a **money receipt** which is not acceptable as a valid document and does not create any right in favour of the Complainant to invoke the provision of the Real Estate (Regulation and

Development) Act, 2016. It is submitted that the Complainant has not filed any documents to prove that the complainant is an allottee within the definition of the Real Estate (Regulation and Development) Act, 2016. The present complaint is not maintainable in its present form and the complaint is liable to be dismissed in limine on the above ground. That the Haryana Real Estate Regulatory Authority (hereinafter referred to as "Ld. Regulatory Authority") has no jurisdiction to entertain the present complaint.

- ii. It is submitted that the complainant had approached the respondent and made inquiries regarding future projects of the respondent. That the complainant was categorically informed there is no plot available since the zoning plans have not been approved. That the complainant had voluntarily sought to advance money to the respondent in anticipation of future approval and in the hope of making speculative gains. But since the zoning plans have not been approved by the government till date, the complainant have sought to file this vexatious complaint which is completely unsubstantiated and is bereft of any material documentary evidence. That the respondent has not agreed to provide any service whatsoever to the complainant since the plans were not approved by the competent authority and the complainant has not provided any documents to prove that any such promise was ever made by the respondent. The complainant has voluntarily entrusted a sum of money to the respondent so that they will get the first priority in case the development plans eventually get approved by the competent authority. That the respondent has neither promised any particular plot or location nor promised

any particular price or completion date to the complainant. Hence, there is no question of any breach by the respondent and no cause of action has accrued in favour of the complainant.

- iii. That the complainant had approached the respondent in the year 2007 showing an interest to participate in one of the future potential projects of the respondent. It is pertinent to mention that the above-named future potential project was indeterminate at the point of time when the money was paid by the complainant merely to ensure that he is given priority to participate in any project that gets the approval of the Competent Authority. It is submitted that the complainant had the option at all times to either claim refund of his money or let his money remain with the respondent in anticipation of future approvals which is subject to government action. Further, the complainant had the option at all times to recall his money even if the approval had come through, in the event, he was not willing to participate in such projects. Since the complainant, always had such option but voluntarily opted to let his money remain with the respondent, hence he cannot be allowed to claim interest which has no legal or contractual basis. It is submitted that the Real Estate (Regulation and Development) Act, 2016 can come to the rescue of only genuine allottees and not speculative individuals like the complainant.
- iv. That the complainant fully being aware of the dynamic prospects of the said futuristic project which was indeterminate at the point of time when the complainant 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, have 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 complainant could be said to have been breached by the respondent, giving rise to any claim for interest as alleged by the complainant. Hence, the complainant is liable to be dismissed with costs.

- v. That it is herein submitted that from the date of payment till the date of filing of the present complaint, the complainant has never raised any demand or claim whatsoever even though the complainant had the option at all times which show that the complainant voluntarily let his money remain with the respondent for his own selfish and speculative intents. The complainant has now approached the Authority with concocted and fabricated story to conceal the true matrix of the situation accordingly to which the complainant has no vested right in any determinate project but has merely paid money to be allowed to participate in case the approvals had come through. The conduct of the Complainant clearly indicates that the Complainant's objects and intents are speculative not only behind making the payment but also behind filing the present Complaint. It is shocking that the Complainant is even today not claiming any refund but is trying to abuse the process of the Tribunal to claim hefty interest which is not tenable in law in the facts and circumstances of the present case. It is submitted that the complainant is indirectly claiming specific performance for delivery of an indeterminate property on the basis of indeterminate terms which is not permissible in the eyes of law. The

complainant has 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 complainant. 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.

- vi. That further no date of possession has ever been mutually agreed between the parties. That 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 herein 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.
 - vii. That as per the averments made by the complainant, the complainant has claimed interest from the year 2007. However, the complainant has failed to establish as to how such a date of default has been calculated by the complainant.
7. All other averments made in the complaint were denied in toto.

8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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 The Town and Country Planning Department, Haryana the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or

buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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 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 maintainability of complaint

13. The counsel for the respondent has raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2007. The objections to the same were to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.
14. On consideration of the documents available on record and submissions made by the party, the authority observes that the as per proviso to section 3(1) of Act of 2016, ongoing projects on the date of commencement of this Act for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act. The relevant part of the Act is reproduced hereunder: -

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an

application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

The project in question, namely, "Ramprastha City, Sector-92, 93 & 95, Gurugram" is a duly registered project, which was granted registration vide No. 13 of 2020 dated 05.06.2020. Further, no completion certificate has yet been obtained by the promoter-builder with regard to the concerned project.

15. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.
16. It is important to note that despite receipt of consideration of Rs. 23,50,000/- against the booked plots back in 2007, the respondent-promoter has failed to execute an agreement for sale with respect to the same and has failed to get the plot registered in name of the complainants till date. As the respondent has failed to handover the possession of the allotted plot to the complainants and thus, the cause of action is continuing till date and recurring in nature.
17. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

G Findings on the relief sought by the complainants.

- G.I. Direct the respondent to allot 3 plots admeasuring 250 Sq. Yards each and execute the builder buyer's agreement for the same.
- G.II. Direct the respondent to hand over the possession of the plots and to get the sale deeds registered in favour of the complainant.
- G.III. Direct the respondent to pay delayed possession charges @ 18% per annum (compoundable) from the date of payment made by the complainant.

G.IV.Direct the respondent not to charge anything further from the complainant as the full consideration amount of the plots has already been paid by the complainant.

18. The above mentioned reliefs no. G.I ,G.II, G.III & G.IV as sought by the complainant is being taken together and these reliefs are interconnected.
19. The complainant have booked a plot admeasuring 750 sq. yards (3 X 250 sq.yds.) in the future potential project by making a payment of Rs.23,50,000/- vide receipt dated 31.03.2007. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved. Further, the respondent promoter sent letter dated 08.10.2012 for tentative booking stating that the allotment process for the residential plots located in Ramprastha City, Sector 92,93 and 95, Gurgaon, Haryana has been initiated. Till date, the respondent has miserably failed to specify the project as well as plot number where 250 X3 (750) sq. yards. has been allotted.
20. It is important to note that the Hon'ble Punjab and Haryana High Court, Chandigarh in CWP No. 24591-2024 titled as M/s Ramprastha Developers Private Limited and Ors. and State of Haryana and Ors., the Hon'ble Court observed that the statutory meaning of "allottee" covers both actual and prospective allottees, in respect of ongoing or future projects. It specifically held that:

" 27 Though the learned counsel for the petitioners have vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-33, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective project and when evidently no prospective project have ever been floated at the instance of the present petitioners, thereby at this stage, stage there was no activated cause of action vesting in the present petitioners. However, the said argument is also rudderless nor has any telling effect vis- à-vis vis the locus standi of the present respondent to

institute the subject complaints. The reason being that, when within the ambit of the statutory meaning assigned to an 'allottee', whereby becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, thereby not only in respect of ongoing projects, but also in respect of projects to be launched in future... the present respondent but became a person/allottee in terms of Annexure P-3 he became promised to be made, the 18 of 19 Neutral Citation No:=2025:PHHC:019155-DB CWP-24591 24591-2024 allotments vis-a-vis projects to be undertaken in future, whereby also the present respondent was a person/allottee person/allottee who would subsequently acquire the subject project through sale or transfer thereof being made in his favour "

21. The Hon'ble High Court concluded that the respondents, having paid consideration for a plot in a future potential project, fell within the statutory definition of allottee, despite the absence of a registered project
22. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

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

3 SCC (civ) 1 and then was reiterated in ***Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725*** :-

"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."

24. In the instant case, the promoter has allotted a plot in its project vide receipt dated 31.03.2007. In view of the above-mentioned reasoning, the date of allotment ought to be taken as the date for calculating the due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 31.03.2010.

25. Admissibility of delay possession charges at prescribed rate of interest:

The complainants are seeking delay possession charges at the prescribed rate. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

- (1) *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

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., 15.07.2025 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., 11.10% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
30. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. The possession of the subject plots was to be delivered by 31.03.2010. However, despite receipt of Rs. 23,50,000/- against the booked plot back in 2007, the respondent-promoter has failed to enter into a written agreement for sale with respect to the same and has failed to handover possession of the subject plot to the complainants till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted plot to the complainants. Further no CC/part CC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainants are entitled to delay possession charges at the

prescribed rate of interest @11.10% p.a. w.e.f. 31.03.2010 till offer of possession plus 2 months after obtaining completion certificate/part 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. Further, the respondent is directed to execute the builder buyer agreement within period of 30 days.

G.V Direct the respondent to provide all the amenities as promised in its brochure and to the complainant.

32. The respondent is hereby directed to ensure the provision of all amenities and facilities as advertised and promised in the project brochure and other promotional materials, in accordance with the obligations set out under the Real Estate (Regulation and Development) Act, 2016.

G.VI Direct the respondent to pay cost of litigation amounting to Rs. 1,00,000/- alongwith costs of the present complainant may kindly be awarded in favour of the complainant and against the respondent.

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

H. Directions of the authority

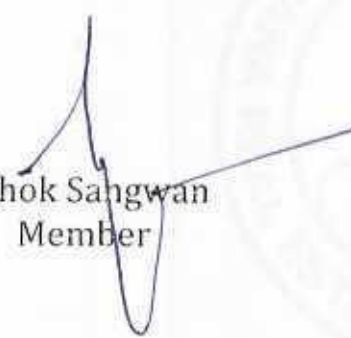
34. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoter is directed to allot a specific plot of 250 X 3 (750) sq. yds in its project namely Ramprastha City, Sectors 92, 93 & 95, Gurugram and execute buyer's agreement within a period of 30 days.
- ii. The respondent is directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iii. The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 31.03.2010 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.
- iv. The arrears of such interest accrued from 31.03.2010 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

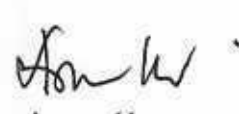
- vi. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoters which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- vii. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

35. Complaint stands disposed of.

36. File be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.07.2024