

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

Date of decision: - 12.09.2025

NAME OF THE BUILDER		RAMPRASTHA PROMOTERS AND DEVELOPERS PRIVATE LIMITED	
PROJECT NAME		RISE 37D Gurugram, Haryana	
S. No.	Case No.	Case title	Appearance
1.	CR/4977/2024	Ravi Babu Singamaneni V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
2.	CR/4979/2024	Sarika Mittal V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
3.	CR/4975/2024	Paras Sharma and Nandini Sharma V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
4.	CR/4974/2024	Shashi Ahuja and Ashok Kumar Ahuja V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
5.	CR/4915/2024	Vipul Khare and Anil Kumar Khare and Manju Khare V/S Ramprastha Promoters And Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)

6.	CR/4985/2024	Navin Chandra singh and Vinita Adhikari V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
7.	CR/4983/2024	Nidhi Jain and Sulabh Jain and Poonam Jain V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
8.	CR/4982/2024	C K Veda and Sarita Veda V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
9.	CR/4981/2024	Vineet Kumar and Malti Devi V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
10.	CR/4980/2024	Gaurav Bhateja and Ruplai Malik Bhateja V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
11.	CR/4916/2024	Brig Inderpal Singh Soin and Romy Soin V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)

12.	CR/4917/2024	Mahender Kumar Mittal and Kusum Lata V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
13.	CR/4919/2024	Savita Bhaskar and Abhishek Bhaskar V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
14.	CR/4918/2024	Prabhakar Kumar and Rinku Singh V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)
15.	CR/4973/2024	Amit Gaba V/S Ramprastha Promoters and Developers Private Limited	Adv. Sanjeev Kumar Sharma (Complainant) None (Respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

- The order shall dispose off all the complaints titled as above filed before this authority 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"). Since the core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of

the projects, namely, Rise, Sector-37D Gurugram being developed by the same respondent- promoter i.e. Ramprastha Promoters and Developers Private Limited. The terms and conditions of the builder buyer's agreements that had been executed between the parties *inter se* are also similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges.

2. The details of the complaints, reply status, unit no., date of allotment letter, date of agreement, date of start of construction, due date of possession, offer of possession and relief sought are given in the table below:

Ramprastha Promoters and Developers Private Limited							
<p>Possession: Clause 15A Time of handing over of possession <i>Subject to terms of this clause and subject to the allottee having complied with all the terms and conditions of this agreement and the application and not being in default under any of the provisions of this agreement and compliances with all provisions formalities documentation etc. as prescribed by the developer the developer proposed to handover the possession of the apartment by September 2015.</i> <i>The allottee shall agrees and understands that the developers shall be entitled to a grace period of 120 days for applying an obtaining the occupation certificate in respect of the group housing complex.</i> Occupation certificate is not obtained in the project till date. Grace period not allowed.</p>							
Sr. No.	Complaint No. /Date of filing/ Reply status	Unit	Date of execution of builder buyer's agreement	Due date of possession	Total sale consideration and paid up amount	Offer of possession and OC Certificate	Relief sought
1.	CR/4977/2024 Complaint filed on: 15.10.2024 Reply not filed	101, 1 st floor, A Block	21.07.2012	30 September 2015.	Rs. 86,67,625/- Amount paid by the complainant Rs. 82,18,016/-	Not offered OC- N/A	DPC & Possession



2.	CR/4979/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	403, 4 th floor, E Block	04.03.20 14	30 September 2015.	Rs. 79,51,275/- Amount paid by the complainant Rs. 64, 25,125/-	Not offered OC- N/A	DPC & Possession
3.	CR/4975/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	1202,1 2 th floor, C Block	12.11.20 14	30 September 2015.	Rs. 80,39,525/- Amount paid by the complainant Rs. 74,75,239/-	Not offered OC- N/A	DPC & Possession
4.	CR/4974/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	1703, 17 th floor, C Block	30.05.20 12	30 September 2015	Rs. 80,97,844/- Amount paid by the complainant Rs. 74,09,815/-	Not offered OC- N/A	DPC & Possession
5.	CR/4915/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	1401, 14 th floor, C Block	16.08.20 12	30 September 2015	Rs. 84,32,922/- Amount paid by the complainant Rs. 73,33,139/-	Not offered OC- N/A	DPC & Possession
6.	CR/4985/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	1701,1 7 th floor, C Block	Undated	30 September 2015	Rs. 84,85,125/- Amount paid by the complainant Rs. 79,92,673/-	Not offered OC- N/A	DPC & Possession

7.	CR/4983/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	1602, 16 TH floor, A Block	30.08.20 12	30 September 2015	Rs. 82,83,311/- Amount paid by the complainant Rs. 75,69,889/-	Not offered OC- N/A	DPC & Possession
8.	CR/4982/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	502, 5 th floor, E Block	03.09.20 12	30 September 2015	Rs. 80,39,525/- Amount paid by the complainant Rs. 71,90,265/-	Not offered OC- N/A	DPC & Possession
9.	CR/4981/ 2024 Complaint filed on: 15.10.202 4 Reply not filed	801, 8 th floor, A Block	15.09.20 12	30 September 2015	Rs. 84,85,125/- Amount paid by the complainant Rs. 80,23,625/-	Not offered OC- N/A	DPC & Possession
10.	CR/4980/ 2024	1802, 1 8 th floor, A Block	23.11.20 12	30 September 2015.	Rs. 76,86,525/- Amount paid by the complainant Rs. 71,59,236/-	Not offered OC- N/A	DPC & Possession
11.	CR/4916/ 2024	1801, 18 TH floor, A Block	11.03.20 12	30 September 2015.	Rs. 84,85,125/- Amount paid by the complainant Rs. 80,19,962/-	Not offered OC- N/A	DPC & Possession
12.	CR/4917/ 2024	2003, 20 th floor, C Block	22.10.20 12	30 September 2015.	Rs. 82,42,680/- Amount paid by the complainant	Not offered OC- N/A	DPC & Possession

					Rs. 76,25,000/-		
13.	CR/4919/ 2024	1101,1 1 st floor, E Block	07.03.20 13	30 September 2015.	Rs. 82,11,375/- Amount paid by the complainant Rs. 73,77,895/-	Not offered OC- N/A	DPC & Possession
14.	CR/4918/ 2024	1002, 10 th floor, E Block	06.03.20 13	30 September 2015.	Rs. 77,74,775/- Amount paid by the complainant Rs. 70,28,980/-	Not offered OC- N/A	DPC & Possession
15.	CR/4973/ 2024	1901, 19 th floor, C Block	30.08.20 13	30 September 2015.	Rs. 82,11,375/- Amount paid by the complainant Rs. 69,82,2/-	Not offered OC- N/A	DPC & Possession

3. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/4977/2024** titled as **Ravi Babu Singamaneni VS. Ramprastha Promoters and Developers Private Limited** are being taken into consideration for determining the rights of the allottee(s).

A. Unit and project related details

4. 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. No.	Particulars	Details
1.	Project Name and Location	Rise, Sector-37D Gurugram
2.	Project area	60.5112 acres

3.	Nature of the project	Group Housing complex
4.	DTCP license no. and other details	33 of 2008 dated 19.02.2008 valid till 18.02.2025
5.	RERA Registered/ not registered	278 of 2017 dated 09.10.2017 valid upto 30.06.2019
6.	Allotment letter	12.05.2012 [Page 16 of the complaint]
7.	Unit no.	101, 1 st floor, A Block [Page 22 of the complaint]
8.	Unit area	1825 sq. ft. [Page 22 of the complaint]
9.	Builder buyer agreement executed on	21.07.2012 [Page 18 of the complaint]
10.	Possession clause	<i>Clause 15A Time of handing over of possession</i> <i>Subject to terms of this clause and subject to the allottee having complied with all the terms and conditions of this agreement and the application and not being in default under any of the provisions of this agreement and compliances with all provisions formalities documentation etc. as prescribed by the developer the developer proposed to handover the possession of the apartment by September 2015.</i>

		<i>The allottee shall agree and understands that the developers shall be entitled to a grace period of 120 days for applying an obtaining the occupation certificate in respect of the group housing complex.</i>
11.	Due date of possession	30 September 2015
12.	Total sale price of the flat	Rs. 89,64,497/- [Page 46 of the complaint]
13.	Amount paid by the complainant	Rs. 77,63,738/- [As reflected in the Statement of Account annexed at Page 50 of the Complaint dated 18.06.2015.]
14.	Occupation certificate	N/A
15.	Offer of possession	N/A

B. Facts of the complaint

5. The complainant has made the following submissions: -

- i. That the respondent, M/s Ramprastha Promoters & Developers Pvt. Ltd., made representations and advertisements through newspapers and other media indicating that it was developing a Group Housing Residential Complex with all modern amenities on a single undivided parcel of land measuring 60.5112 acres located at Sector 37D, Gurugram, Haryana. The said project was granted license vide Memo No. 33 of 2008 dated 19.02.2008 by the Director General, Town and Country Planning (DGTCP), Haryana.

- ii. That the complainant(s) applied for allotment of a unit in the said project and were allotted Unit No. A-101, 1st Floor, admeasuring 1825 sq. ft. (super area) in the project "RISE." An allotment letter dated 12.05.2012 was issued in their favour, and subsequently, a Builder Buyer Agreement (BBA) was executed on 21.07.2012.
- iii. That **the** complainant(s) have paid instalments strictly in accordance with the demands raised by the respondent, totalling an amount of ₹77,63,738/- (Rupees Seventy-Seven Lakh Sixty-Three Thousand Seven Hundred Thirty-Eight Only) till date. However, these demands were not supported by any stage-wise construction proof as promised under the Builder Buyer Agreement.
- iv. That as per Clause 15(a) of the Builder Buyer Agreement, the possession of the unit was to be handed over by September 2015. However, despite the lapse of over nine years, the respondent has failed to hand over possession of the unit. It is submitted that no Occupancy Certificate has been applied for or obtained till date.
- v. That **the** respondent has failed to raise genuine and justified demands in accordance with the stage-wise construction milestones stipulated in the BBA. The offer of possession, if made, is illegal and invalid as the project is incomplete and lacks requisite approvals.
- vi. The promoter is legally obligated under Section 18 of the RERA Act, 2016 to pay monthly interest for every month of delay from the due date of possession (September 2015) till the actual date of handing over possession. The interest amount accrued on account of this delay exceeds any amount that may be claimed by the respondent from the complainant. Therefore, the promoter must first adjust the delay

possession interest against any pending dues before raising any final demand from the allottee.

- vii. That it is a settled position of law that an allottee is entitled to delay possession interest at the rate prescribed under the RERA Act, 2016 and corresponding Rules. Hence, any demand raised by the respondent without adjusting such interest is arbitrary, unlawful, and liable to be quashed. That the complainant(s) are, therefore, entitled to delay possession interest for every month of delay from September 2015 until the actual date of possession. The respondent may be directed to recalculate and issue the final demand letter only after adjusting the delay possession interest from the total amount payable by the complainant(s), if any.
- viii. That it is further prayed that this Hon'ble Authority may appoint a Receiver or Monitoring Committee consisting of appropriate officials, members of the Residents Welfare Association (RWA), and project management representatives to oversee and ensure completion of the project in a lawful and timely manner.

C. Relief sought by the complainant:

6. The complainant has sought following relief(s):
1. Direct the respondent to pay delay possession interest to the complainant(s) for every month of delay from September 2015 till the actual date of handing over lawful possession.
 2. Direct the respondent to complete the project expeditiously and hand over possession of the unit in a habitable condition with all promised amenities.

7. 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.
8. The present complaint was instituted before this Authority on 15.10.2024. Pursuant thereto, notice was issued by the Registry to the respondent vide email dated 16.10.2024 and through speed post on 19.10.2024.
9. The matter was first listed on 07.02.2025, wherein this Authority directed the respondent to file reply within three (03) weeks of the said order, with an advance copy to be served upon the complainant. It was further directed that in the event of failure to file the reply within the stipulated time, the same may be filed thereafter only upon payment of cost of Rs. 5,000/- to the complainant.
10. On 02.05.2025 and again on 04.07.2025, counsel for the respondent, Mr. Khush Kakra, Advocate, appeared before this Authority. On both occasions, as no reply had been filed despite earlier directions, further time was granted to the respondent subject to imposition of additional cost of Rs. 20,000/-.
11. On 01.08.2025, counsel for the respondent sought a short adjournment to file the reply. This Authority granted the respondent a period of fifteen (15) days from 01.08.2025 to file the reply, with an advance copy to be served upon the complainant. It was made abundantly clear that this indulgence would constitute the last opportunity available to the respondent for filing the reply, failing which the respondent's right to file the reply would stand struck off.

12. On the date, i.e., 01.08.2025, counsel Mr. Abhishek Bhardwaj appeared on behalf of the respondent. This Authority reiterated that the period of fifteen (15) days granted shall be treated as the last and final opportunity, and that in the event of non-compliance within the stipulated time, the respondent's right to file reply shall stand forfeited.
13. It is pertinent to note that the proceedings before this Authority are summary in nature. The very object and intent of the Real Estate (Regulation and Development) Act, 2016 ("the Act") is to ensure expeditious resolution of disputes between the allottees and the promoters, thereby safeguarding the interests of homebuyers and maintaining transparency and accountability in the real estate sector.
- The Preamble of the Act itself records that it is "An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal...". Thus, the legislative intent is abundantly clear that the mechanism created under this statute is not akin to a full-fledged civil trial, but rather a special forum intended to provide speedy, summary adjudication.*
14. Further, Section 29(4) of the Act mandates that the Authority shall ensure that the complaints filed before it is disposed of as expeditiously as possible, and in any case within a period of sixty (60) days from the date of receipt of the complaint. This statutory scheme clearly reinforces the summary character of the proceedings.

The Hon'ble Supreme Court in M/s Imperia Structures Ltd. v. Anil Patni & Anr., (2020) 10 SCC 783, has observed that the remedies available under RERA are meant to be efficacious and summary in nature, intended to protect the interest of allottees without subjecting them to prolonged litigation. Similarly, the Hon'ble Allahabad High Court in M/s Ansal API v. State of U.P. & Ors., 2019 SCC, held that proceedings before RERA are intended to be summary, and that the Authority is not required to adopt the trappings of a civil court in deciding complaints under the Act.

15. In view of the above statutory mandate and judicial pronouncements, it stands established that the nature of proceedings before this Authority is summary, aimed at ensuring speedy adjudication and effective redressal to the aggrieved parties.
16. It is further observed that this matter has already been listed on five occasions before this Authority. Despite repeated indulgence and sufficient opportunities granted, the respondent has failed to file its reply within the stipulated timelines. The respondent has been granted ample opportunity to put forth its defence, including extensions subject to costs, yet has chosen not to comply with the directions of this Authority. Accordingly, this Authority is of the considered view that sufficient opportunity has been granted to the respondent to file its reply and present its case. Hence, no further indulgence is warranted, and the matter is hereby proceeded with on merits.
17. 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 complainant.

The case now proceed on merits shall based on the complainant submission.

D. Jurisdiction of the Authority

18. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

D. I Territorial jurisdiction

19. 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 completed territorial jurisdiction to deal with the present complaint.

D. II Subject-matter jurisdiction

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

Section 11

.....

(4) The promoter shall-

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

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

Section 34-Functions of the Authority:

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

21. So, in view of the provisions of the Act of 2016 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 complainant at a later stage.

E. Findings on the relief sought by the complainants.

E.1 Direct the respondent to deliver the physical possession of the unit along with delay possession charges.

22. 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."*

23. Clause 15 of the buyer's agreement provides for time period for handing over of possession and is reproduced below:

Clause 15A Time of handing over of possession

Subject to terms of this clause and subject to the allottee having complied with all the terms and conditions of this agreement

and the application and not being in default under any of the provisions of this agreement and compliances with all provisions formalities documentation etc. as prescribed by the developer the developer proposed to handover the possession of the apartment by September 2015.

The allottee shall agree and understands that the developers shall be entitled to a grace period of 120 days for applying an obtaining the occupation certificate in respect of the group housing complex.

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

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

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

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

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

25. The legislature in its wisdom in the subordinate legislation under 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., 12.09.2025 is 8.85%. **Accordingly**, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

27. **Rate of interest to be paid by the complainants in case of delay in making payments-** The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

28. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/ promoter which is the **same** as is being granted to the complainants in case of delayed possession charges.

29. Upon consideration of the documents available on record and the **submissions** made by the parties, the Authority is satisfied that the Respondent is in

contravention of the provisions of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016, by failing to hand over possession of the allotted unit within the stipulated time. An agreement for sale dated 21.07.2012 was executed between the parties, wherein the stipulated date for completion of the project and handing over possession of the subject unit was 30.09.2015. It is an admitted position on record that the respondent has not obtained the requisite Occupation Certificate (OC) from the competent authority till date.

30. In view of the above, the Respondent non-compliance with the mandate under Section 11(4)(a) read with the proviso to Section 18(1) of the Act stands **established**. Consequently, the Complainant is entitled to interest for every month of delay in possession from 30.09.2015 until the date of valid offer of possession, plus a further period of two months after obtaining the Occupation Certificate from the competent authority, or until actual handing over of possession, whichever is earlier, in accordance with Section 18(1) of the Act, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
31. Furthermore, in terms of Section 17(1) of the Act, the Respondent is obligated to **hand** over physical possession of the allotted unit to the Complainant. Accordingly, the Respondent is directed to hand over possession of the subject unit, as per the specifications mentioned in the Builder Buyer Agreement, after obtaining the Occupation Certificate from the competent authority.

F. Directions of the Authority

32. Hence, the authority hereby passes this order and issue 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 is directed to pay delayed possession charges at the prescribed rate of interest @10.85% p.a. for every month of delay from the due date of possession i.e., 30.09.2015 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of the unit, whichever is earlier, as per section 18(1) of the Act of 2016 read with under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
 - ii. The arrears of such interest accrued from 30.09.2015 till the date of order by the authority shall be paid by the promoter to the allottee(s) 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(s) before 10th of the subsequent month as per rule 16(2) of the rules.
 - iii. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - v. The respondent is also directed not to charge anything which is not part of builder buyer's agreement.

33. This decision shall mutatis mutandis apply to cases mentioned in para 2 of this order wherein details of paid-up amount is mentioned in each of the complaints.
34. Complaint as well as applications, if any, stands disposed off accordingly. File be consigned to registry.

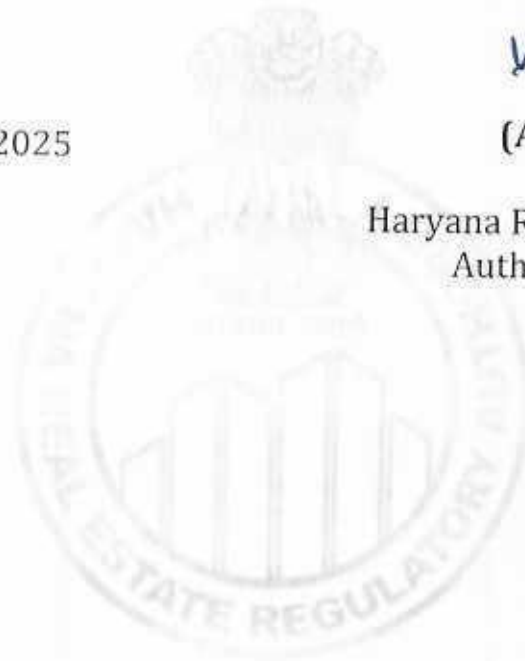
Dated: 12.09.2025



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram



HARERA
GURUGRAM