

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

Complaint no. : 3599 of 2024
Date of complaint : 29.07.2024
Date of order : 12.08.2025

Navneet Suri,
R/o: - 45/8, East Patel Nagar, New Delhi-110008.

Complainant

Versus

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

Respondents

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

Chairman
Member

APPEARANCE:

Sh. Venkat Rao (Advocate)
Sh. Khush Kakra, Rajat Gupta
and Gaytri Mansa (Advocate)

Complainant
Respondents

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017

(in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), 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
2.	RERA Registered	Registered
3.	Plot no.	N.A.
4.	Unit area admeasuring	200 sq. Yds. (Page no. 30 of the complaint)
5.	Date of receipt	25.01.2012 (page 22 of complaint)
6.	Preliminary Allotment letter	25.01.2012 (Page no. 23 of the complaint)
7.	Date of execution of plot buyer's agreement	N.A.
8.	Possession clause	N.A.
9.	Due date of possession	25.01.2015 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)
10.	Basic price of the plot	N.A.
11.	Amount paid by the complainants	Rs.6,00,000/-

		[As per receipt information at page no. 22 of the complaint]
12.	Total Sale consideration	Rs. 6,00,000/- (as per page no. 24 of complaint)
13.	OC/CC	Not obtained
14	Offer of possession	Not offered

B. Facts of the complaint.

3. The complainant has made following submissions in the complaint:

- i. That the respondent companies have resorted to unfair practices by way of making incorrect, false and misleading statements over the allotment/sale/possession of residential plots in their residential plotted colony in "Ramprastha City" and thereby violated provisions of the Act and Rules & Regulations made thereunder.
- ii. That the respondents had collected 100% of the sales consideration of residential plot from the complainants even before entering into builder buyer agreement and/ sale agreement with them and thus by such acts had violated the provision of Section 13(1) of the Act of 2016.
- iii. That the respondents had violated provisions of Section 18 of the Act 2016 since they have failed to provide the possession of the plot and had delayed its possession indefinitely since Year 2012, and thus they are liable for payment of interest for every month of delay since Year 2012.
- iv. That the complainant being unable to wait for indefinite period for proper physical possession of his plot, the complainant had sent the letter to the Deputy Commissioner of Police dated 19.03.2024 regarding the cheating and fraud which has been played upon the complainants and ill-intention of keeping the hard earned monies of the complainants. The complaint was duly received by the office of Deputy Commissioner of Police, New Delhi. Further, a

Chargesheet has been filed by IO U/S 406,420,409,120B of IPC.

- v. That the action of the respondent companies tends to harass the complainant on account of failure on their part and to provide the complainant with possession of the plot booked way back in the year 2012.
- vi. That subsequently, believing upon the assurances, promises, representations and undertaking of the Respondents, the Complainant decided to book a plot upon the trust and faith that the Respondents have obtained all Sanction(s) and Approval(s) deemed necessary from various regulatory/government/authorities for the development of the said Project. For booking of the plot, the respondents asked the complainant to make the entire payment towards the unit i.e. Rs. 6,00,000/-towards the total sale consideration.
- vii. That upon making the payment, the respondent provided the complainant tentative registration of a 200 sq. yards plots against a full and final payment of Rs. 6,00,000/- which was acknowledged by the respondents vide receipt no. 2250, dated 25.01.2012, issued in favour of the complainant, in their project.
- viii. That the respondents vide letter dated 25.01.2012, confirmed the booking of the complainant through a letter titled as "Letter of preliminary allotment for one plot measuring 200 Sq. Yards in Ramprastha City, Gurugram" and further informed that the respondents further intimated that the allotment to the complainant shall be made soon once all legal clearance are sanctioned and further informed that allotment letter/specific plot no. will be offered only after approval of zoning plan.
- ix. That despite accepting the entire sale consideration, the respondents failed to issue any allotment letter to execute the Builder Buyer Agreement or Agreement to Sale with the complainant. The complainant time and again

approached the respondents requesting to issue allotment letter and for execution of the builder buyer agreement for the plot admeasuring 200 sq. yds, but the respondents always ignored all the requests of the complainant by providing false assurances on one pretext or the other.

- x. That after lapse of almost 6 years from the date of booking the respondents vide Letter dated 20.07.2018, acknowledged the receipt of the full and final basic price against the plot admeasuring 200 sq. yards in its Project situated at Sector 92, 93, 95 booked by the complainant to the tune of Rs. 6,00,000/-.
- xi. That vide said Letter the respondents also informed that the DTCP had granted License for two plotted colonies bearing License No. 44 of 2010, dated 09th June 2010, for land admeasuring 128 acres in sector 92, 93 and 95, Gurgaon and another License No. 128 of 2012, dated 28th December 2012, for the development of plotted colony admeasuring approx. 108 acres in Sector 37 C and 37 D, Gurugram.
- xii. That being aggrieved, the complainant sent various letters in between the period of 03.05.2019-18.07.2023, vide letter dated 03.05.2019, 19.10.2020, 22.02.2022, 03.05.2022, 20.07.2022, 19.10.2022, 10.01.2023, 03.05.2023, 15.06.2023 and 18.07.2023 referring inability of the respondents in providing assurance to allot plot number, and had further expressed grave resentment over the continuous delay and fraud played upon the complainant by the respondent. Furthermore, stated that lapse of almost 10 (Ten) years of booking of the plot and requested the respondents to allot the plot admeasuring 200 sq. yds. as booked by the complainant in 2012. The complainant has been running pillar to post for the number, possession and conveyance deed for the plot admeasuring 200 sq. yds., but to no avail.
- xiii. That upon receiving the letter dated 20.07.2018, the complainant on several

occasions requested the respondents to proceed with the allotment letter and to execute builder buyer agreement but respondents did not pay any heed with respect to the same.

- xiv. That from the year 2019-2023, the complainant was running pillar to post for the number, possession for the plot admeasuring 200 sq. yds., but to no avail. Moreover, the complainant also requested for execution of conveyance deed, but the respondents keep on delaying it and the possession and conveyance deed has not been executed till date.
- xv. That since the date of booking the complainant in spite after paying the full and total sale price has been constrained to run from pillar to post to ascertain the plot number allotted to the complainant, the status of the development and the due date of handing over the possession but even after numerous follow-ups and visits the respondents have been failed to provide any response and has been taking undue benefit of its dominant position.
- xvi. It is a matter of fact, that the respondents are habitual defaulters and have defaulted in his obligations and responsibilities since inception of booking of the said plot. The respondents have also defaulted by not providing the plot number despite allotment and further by not delivering the possession of the plot. It is tactics of the respondents to cheat and dupe the innocent and gullible buyers by diverting the money collected from them for their own use or benefits.

C. Relief sought by the complainant

4. The complainant has sought the following relief(s):

- I. To direct the respondents to provide allotment, specific number and details of the plot measuring 200 sq. yds. allotted vide Letter dated 25.01.2012.
- II. To direct the respondents to execute the builder buyer agreement for sale for a plot measuring 200 sq. yds. in their Project "Ramprastha City" as

promised and allotted by the respondents without any additional charges as the full and final sales consideration has already has been paid by the complainant.

- III. To award delayed possession charges at the prescribed rate of Interest for the inordinate delay in handing over of the possession of the plot by the respondents till date from the due date of possession i.e. 25.01.2015 till the actual date of possession.
- IV. To direct the respondents to also handover physical possession of the plot within a reasonable time.
- V. To direct the Respondents to execute the Conveyance Deed in favour of the Complainants.

5. In the present complaint respondent no.2 has failed to file a reply despite several opportunities granted by the authority. It shows that the respondent is intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed ex-parte against the respondent no.2 in the above mentioned complaint.

D. Reply by the respondent no.1.

6. The respondent no.1 has 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 respondent. Hence the present complaint is not maintainable at all against the answering respondents and hence, respondents no. 1 deserve to be deleted from the array of parties under the principles of order 1 Rule 10 of the Code of Civil Procedure, 1908. That each and every allegation, averment, and statement made in the complaint is denied. That the present reply is without prejudice to the above preliminary objection.

- ii. That it is pertinent to mention here that the present complaint is a sheer abuse of the process of this Hon'ble Court as it has been filed to seek a remedy in the absence of any corresponding vested right. the complainant 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 Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as '**2016 Act**').
- iii. That the complainant has misused and abused the process of law by filing the captioned complaint that too on the basis of the receipt dated 25.01.2012 (*Annexure C1 of the Complaint*), which was *allegedly* issued towards tentative registration of plot in future project of the arrayed respondent no. 2.
- iv. It may be pertinent to mention here that neither does the receipt on which the complainant has sought to harp makes any reference to the answering respondents nor specifies any understanding with the answering respondents with respect to any plot number, date of completion or total consideration. The RECEIPT is conspicuously silent on the details of the name of the Project, the Sector in which it is situated, and other vital details. 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 respondent 1 and hence, relief of specific performance is not available against the answering respondents.
- v. That the complainant has filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of the plot along with execution of plot buyers agreement knowing well that such reliefs are not tenable in law not only in view of the provisions of the 2016 Act but also in view of the provisions of Specific Relief Act, 1860 and the law of limitation.

- vi. That at the threshold, it is submitted that there is no averment of any cause of action against the answering respondents in the complaint. No action has been shown to have arisen against the answering respondent. Further, there is no cause of action whatsoever that can be considered to be within the period of limitation. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other preliminary grounds that the answering respondent has raised through the present reply. In such circumstances, the Ld. Authority ought to dismiss the complaint with exemplary costs.
- vii. All other averments made in the complaint were denied too.
- viii. 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

- 7. 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.

- 8. 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.

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

Section 11

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

10. 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 complainant at a later stage.

F. Findings on the objections raised by the respondent

F.I Objection regarding maintainability of complaint.

11. 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 2012. 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.
12. 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 above Section is reproduced hereunder: -

3.(1)..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.

13. It is important to note that despite receipt of consideration of Rs. 6,00,000/- against the booked plot back in 2012, 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.
14. 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 complainant

G.I To direct the respondents to provide allotment, specific number and details of the plot measuring 200 sq. yds. allotted vide Letter dated 25.01.2012.

G.II To direct the respondents to execute the builder buyer agreement for sale for a plot measuring 200 sq. yds. in their Project "Ramprastha City" as promised and allotted by the respondents without any additional charges as the full and final sales consideration has already has been paid by the complainant.

G.III To award delayed possession charges at the prescribed rate of Interest for the inordinate delay in handing over of the possession of the

plot by the respondents till date from the due date of possession i.e. 25.01.2015 till the actual date of possession.

G.IV To direct the respondents to also handover physical possession of the plot within a reasonable time.

15. The above mentioned reliefs no. G.I, G.II, G.III & F.IV as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected
16. The complainants have booked a plot admeasuring 200 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a full and final payment of Rs.6,00,000/- vide receipt dated 25.01.2015. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved.
17. The Hon'ble Punjab and Haryana High Court, in CWP No. 24591-2024 titled as M/s Ramprastha Developers Private Limited and Ors. and State of Haryana and Ors., the 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 hass 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 spective projects, project and when evidently no prospective project have ever been floated at the instance of the present petitioners, therebys 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', wherebys becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, therebys 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 vis projects to be undertaken in future, wherebys 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 "

18. 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
19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by her as provided under the proviso to section 18(1) of the Act which reads as under: -

"Section 18: - Return of amount and compensation

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

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

20. **Due date of handing over 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."

21. In the instant case, the promoter has allotted a plot in its project vide preliminary allotment letter dated 25.01.2012. 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 25.01.2015.
22. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee(s) 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]

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%.

23. 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., **12.08.2025** is **8.90%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.90%**.

24. 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.
25. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges
26. 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 plot was to be delivered by 25.01.2015. However, despite receipt of Rs. 6,00,000/- against the booked plot back in 2012, 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.
27. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics

and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 25.01.2015 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier

28. 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 @10.90% p.a. w.e.f. 25.01.2015 till actual handing over of possession or offer of possession plus 2 months after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules. Further The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority. Further respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
29. It is respectfully submitted that the respondent-promoters - Ramprastha Promoter Private Limited, Ramprastha Developer Private Limited, Ramprastha Promoter and Developer Private Limited, and Ramprastha Estates Private Limited - though incorporated as separate legal entities, are in effect functioning as a single composite unit. A cursory review of the MCA master data clearly reveals that all these entities share the same registered address and use the same official email ID, i.e., compliances@ramprastha.com. These companies also share common

chairpersons, managing directors, and authorised representatives, and they operate under a common branding and group identity. Such deliberate structuring appears to be a calculated attempt to mislead allottees by issuing allotment letters and executing agreements for sale under different company names, thereby evading legal responsibilities. This pattern of conduct amounts to an unfair trade practice and violates the principles of transparency, accountability, and good faith enshrined under the applicable legal framework. In view of the above facts and in line with the settled principle that no person can take advantage of their own wrong, it is evident that the respondents have used a façade of corporate separateness to shield themselves from liability. Therefore, all the respondent-promoters ought to be treated as a single entity, and their liability must be construed as **joint and several** for all consequences arising from the present complaint.

G.V. Direct the respondents to execute a conveyance deed in favour of the complainant.

30. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
31. 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

H.Directions of the authority.

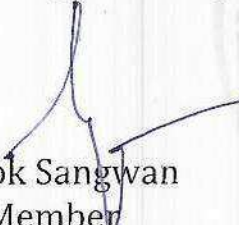
32. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoters are directed to allot a specific plot of 200 sq. yds in its project namely Ramprastha City, Sectors 92, 93 & 95, Gurugram and execute builder buyer's agreement within a period of 30 days.
- ii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iii. The respondent/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 25.01.2015 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 25.01.2015 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., 10.90% 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 respondents are 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.

33. The complaints stand disposed of.

34. Files be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.08.2025