

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**Order pronounced on: 02.09.2025**

NAME OF THE BUILDER		M/s RAMPRASTHA PROMOTERS PRIVATE LIMITED
S. No.	Case No.	Case title
1.	598-2025	Parveen Nayar Vs Ramprastha developer Pvt. Ltd.
2.	599-2025	Atula Nayar Vs Ramprastha developer Pvt. Ltd.
3.	601-2025	Deepak Chander Vs M/s Ramprastha Developers Pvt. Ltd.
4.	602-2025	Ashima Chander Vs M/s Ramprastha Developers Pvt. Ltd.
5.	603-2025	Alka Kantoor Vs M/s Ramprastha Developers Pvt. Ltd.

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

Chairman
Member

APPEARANCE:

Sh. Sarthak Sharma (Advocate)
Shri Abhishek Bhardwaj (Advocate)

Complainants
Respondent

ORDER

1. This order shall dispose of the aforesaid 5 complaints titled 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") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project developed by the same respondent/promoter i.e., **M/s Ramprastha Developers Private Limited**. The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges and other reliefs.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S.N	CR NO.	Date of receipt	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Order of possession	Relief
1	CR/598/2025 Case titled as Parveen Nayar VS Ramprastha Developers Private Limited	21.03.2006 (As per page no. 21 of the complaint)	No unit no. mentioned Area: 300 sq.yds. (sector 92,93 and 95 as per allotment letter)	03.08.2010 (page 23 of complaint)	NA	03.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP; not offered A.P: Rs. 08,25,000/- TSC: Rs. 8,25,000/-	- DPC -Execute bba -allot plot -execute conveyance deed - handover

2	CR/599/2025 Case titled as Atula Nayar VS Ramprastha Developers Private Limited	08.06.2010 (As per page no. 19 of the complaint)	No unit no. mentioned Area: 250 sq.yds. (sector 92,93 and 95 as per allotment letter)	07.09.2010 (page 21 of complaint)	NA	07.09.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 07,50,000/- T.S.C: Rs. 7,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover
3	CR/601/2025 Case titled as Deepak Chander VS Ramprastha Developers Private Limited	21.03.2006 (As per page no. 21 of the complaint)	No unit no. mentioned Area: 300 sq.yds. (sector 92,93 and 95 as per allotment letter)	03.08.2010 (page 23 of complaint)	NA	03.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 08,25,000/- T.S.C: Rs. 08,25,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover
4	CR/602/2025 Case titled as Ashima Chander VS Ramprastha Developers Private Limited	08.06.2010 (As per page no. 19 of the complaint)	No unit no. mentioned Area: 250 sq.yds.	07.09.2010 (page 22 of complaint)	NA	07.09.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 07,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover

			(sector 92,93 and 95 On basis of allotment letter				T.S.C: NA	
5	CR/603/2025 Case titled as Alka Kantoor VS Ramprastha Developers Private Limited	21.03.2006 (As per page no. 20 of the complaint)	No unit no. mentioned Area: 300 sq.yds. (sector 92, 93 and 95 as per allotment letter	03.08.2010 (page 22 of complaint)	NA	03.08.2013 (calculated as per fortune Infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 08,25,000/- TSC: NA	DPC -Execute bba -allot plot -execute conveyance deed - handover

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter for not handing over the possession by the due date, seeking delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complaints are similar. Out of the above-mentioned cases, the particulars of lead case **CR/598/2024 Parveen Nayar Vs. M/s**

Ramprastha Developers Pvt. Ltd. are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details.

7. 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:

CR/598/2024 Praveen Nayar Vs. M/s Ramprastha Developers Pvt. Ltd.

S. No.	Particulars	Details
	Project name and location	"Ramprastha City", Sector-92, 93 & 95, Gurugram.
2.	Nature of the project	Residential plotted colony
3.	RERA registered	Registered vide no. 13 of 2020 dated 05.06.2020 Valid upto 31.12.2024
4.	Plot no.	Not mentioned
5.	Unit measuring	300 sq. yds. (page 23 of complaint)
6.	Date of receipt	21.03.2006 (As per page no. 21 of the complaint)
7.	Welcome letter	10.12.2009 (page 22 of complaint)
8.	Date of Allotment letter	03.08.2010 (page 23 of complaint)
9.	Date of execution of agreement to sell	NA
10.	Due date of possession	03.08.2013 (Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC) ;

		<i>MANU /SC /0253 /2018</i> from the date of allotment i.e. 03.08.2010)
11.	Total amount paid by the complainants	Rs. 8,25,000/- (page 21 of complaint)
12.	Received full and final amount letter issued by the respondent	27.07.2018 (page 26 of complaint)
13.	Occupation Certificate/CC	Not obtained
14.	Offer of possession	Not offered

B. Facts of the complaint.

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

- i. That in the year 2006, M/s Ramprastha Developers Pvt. Ltd. advertised the launch of a residential township project named "Ramprastha City" in Sectors 92, 93, and 95 at Gurugram, Haryana. The respondent through its Chairman/MD claimed that all necessary permissions, clearances, and licenses had been obtained for the project. The said project was marketed through various newspapers and agents and/or advertisements.
- ii. That the respondent further claimed that the residential plots are available for sale which shall be later developed and possession will be given to the buyers with all infrastructure in a time bound manner. The respondent further assured that they are entitled and competent to develop, market and sell plots in the said project, receive or collect money from public, give receipts, execute conveyance deeds, other documents etc.
- iii. That the respondent as well as its various representatives, assured potential buyers that fully developed residential plots were available at a pre-launch price of Rs.5,500/- per square yard. Further, the respondent also made tall claims regarding the commercial viability and on-time completion of the project. As a matter of fact, in order to lure the potential buyers, the

respondent further assured that full payment in one instalment would ensure possession without further costs, except for external development charges payable at the time of possession, and that the allotment and possession process would be completed within two years.

- iv. That believing the rosy representations and assurances made on behalf of the respondent, the complainant booked a 300-square-yard plot in the above-named project. The negotiations qua the same took place at the Vasant Vihar office of respondent in the year 2006 itself. Pursuant to the abovementioned booking, the complainant also remitted an amount of Rs.16,50,000/-, out of which Rs.8,25,000/- was paid vide cheque and the remaining Rs.8,25,000/- was paid in cash. even though the complainant remitted a total sum of Rs.16,50,000/- the respondent only issued a receipt dated 21.03.2006 for Rs.8,25,000/-, representing the cheque payment, and no receipt was provided for the cash payment by the complainant despite repeated requests in this regard. It was orally informed to the complainant that receipt of cash is not required to be given/issued, since size of the plot is clearly mentioned in the receipt itself.
- v. That thereafter, after numerous visits to the respondent's office and repeated requests by the complainant for updates regarding the status of the project, the respondent finally issued a letter of intent dated 10.12.2009 for the development of a residential township in Sector 92,93 and 95. In the said letter, the respondent informed that the construction work of entrance gate and boundary wall along with the roads at the site have started. Vide the said letter, the respondent requested the complainant to provide certain documents for the allotment of the plot, claiming that the "Letter of Intent" (LOI) with respect to the project in question had been obtained and that only

the final approvals were in process. The said representation contradicted earlier assurances made by the respondent that all licenses and approvals were already secured at the time of the project launch in 2006. Vide the said letter, the respondent also requested the complainant to provide ID proof, address proof, Aadhaar, etc., for allotment formalities. Even though the said details as well as the documents of the complainant were already available with the respondent since the initial booking made by the complainant, the complainant still complied with the said letter in good faith.

- vi. That accordingly, the complainant provided the required documents to the respondent in 2009. However, despite repeated follow-ups, no allotment letter or confirmation of possession was issued. Instead, the respondent, through its various representatives, continued to make vague and false assurances about the progress of the project.
- vii. That the letter dated 10.12.2009 issued by the respondent was in gross violation of the provisions of Haryana Development and Regulation of Urban Areas Act 1975 r/w Rules 2017. As such, without the necessary licenses and approvals from the concerned authorities, the respondent could not have advertised its project or receive any money or float a project etc.
- viii. That in the year 2010, the respondent issued another false letter dated 03.08.2010 titled as "Preliminary Allotment Letter" informing the complainant about the allotment of a plot in "Ramprastha City, Sectors 92, 93 & 95 at Gurgaon, Haryana against consideration" and assured to provide specific plot number after approval of zonal plans shortly. Interestingly, the said communication also did not contain any definitive timeline for possession or clarity on project approvals.
- ix. That in the year 2011, the respondent informed the complainant that certain

approvals were still pending, however, keeping up its façade, the respondent again assured that the allotment and possession of the plot shall be finalized shortly. At the relevant time, almost five years had already elapsed from the initial booking made by the complainant, and despite being assured of possession within a period of two years from the said booking, no prominent progress was being made in the said project.

- x. That thereafter, the respondent issued a letter dated 28.08.2012 asking the complainant to provide the original receipt issued in 2006 to initiate the allotment process, however, despite the complainant visiting the office of the respondent twice or thrice within a month of receipt of the said letter, nothing was done at the end of the respondent much less no progress in the project in question was made, even though six years had elapsed since the date of booking.
- xi. That from 2013-17, after significant delays and no concrete progress in the allotment or possession of the plot, the complainant along with his relatives and friends made various visits to the site as well as to the offices of the respondent requesting the respondent to handover the possession of the plot booked by the complainant as well as to execute the necessary builder buyer agreement. However, these requests elicited no response whatsoever from the respondent in any manner who dilly dallied the queries of the complainant.
- xii. That after some time, the respondent and/or its officials started avoiding calls of the complainant along with his relatives and friends who had also applied during the same time.
- xiii. That on 25.07.2018, the complainant approached the respondent by way of a letter of even date, thereby seeking information regarding the delivery of possession of the plot booked and paid for by the complainant and further

requested the respondent to handover the same at the earliest.

- xiv. That subsequent thereto, vide letter dated 27.07.2018, the respondent confirmed receipt of the full and final payment from the complainant in relation to plot size of 300 sq yards in project being developed in Sector 92,93 and 95 at Gurugram, Haryana. Respondent further informed for the first time after a lapse of 12 years that the approvals are pending at the end of government department and upon approval being granted, they will start the allotment of plot on priority basis.
- xv. That vide letter dated 27.07.2018, it also came to be admitted on the part of the respondent that they received the licenses only in the year 2010 and other approvals were still pending to be granted till the year 2018. Thus, a clear contravention of Haryana Development and Regulation of Urban Areas Act 1975 stood established meaning thereby that the respondent has scant regard to the laws of the land.
- xvi. That thereafter, from the year 2019-2022, the complainant and/or his friends and relatives again made various visits to the office of the respondent in order to enquire about the progress of the development of the project in question, however, no satisfactory response was received from the respondent who always used to dilly dally on the matter and kept making false assurances of giving the possession soon. Oral requests were also made to Mr. Mohit Ahuja on mobile number 9717855446 as well as to Directors namely Sh. Sandeep Yadav and Sh Balwant Singh, however no positive response was ever received.
- xvii. That thereafter, the complainant issued a letter dated 20.04.2023 highlighting the prolonged delay in handing over of possession by respondent and sought physical and peaceful possession of the plot in Section 92, 93, 95 Gurugram along with delayed interest and compensation.

- xviii. That pursuant to the said letter dated 20.04.2023, in May 2023, the complainant is invited to visit the office of the respondent for finalization of Builder Buyer Agreement (BBA) who assured to execute BBA by 30.09.2023 and assured to hand over the possession of the plot at the earliest. Respondent also assured to provide delayed interest charges before 30.09.2023. However, all assurances fell flat, when no such possession or charges were paid by the respondent.
- xix. That the complainant was compelled to send another reminder letter dated 29.12.2023, urging the respondent to execute the Builder Buyer Agreement (BBA) and delivery of physical possession within 15 days. Despite these repeated efforts, the respondent did not take any action, leaving the complainant with no option but to escalate the matter.
- xx. That finally, seeing no respite from the false assurances being made by the respondent as well as the intent to cheat the complainant, the complainant filed a police complaint dated 31.03.2024 against the respondent and other officials of the respondent for committing cheating and various other cognizable offences against a senior citizen, which is being pursued independently.
- xxi. That accordingly, it becomes palpable that the actions of the respondent not only amount to a deliberate misrepresentation of facts and breach of trust but the same are also in complete contravention to the provisions of the Act, 2016, as well as the Rules, 2017. As a matter of fact, the respondent made fraudulent representations to induce the complainant to invest in the project without obtaining the requisite approvals and licenses, thereby causing financial and mental agony to the complainant.
- xxii. That the complainant has also filed a criminal case being Ct. C. No. 24062 of

2024 against the respondent for the offences of Cheating, Fraud and Misappropriation and the same is now pending adjudication before the LD. MM, Patiala House Court, New Delhi. The said criminal case does not result in any bar or encumbrance in the filing or adjudication of the instant complaint and the same is only being mentioned with a view to disclose the entire set of facts as well as to obviate any hyper-technical objection in the future.

C. Relief sought by the complainant

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

- I. Direct the respondent to handover the possession of the plot booked by the complainant in a time bound manner.
- II. Direct the respondents to execute the necessary agreements/documents including builder buyer's agreement with respect to the plot in question.
- III. Direct the respondents to pay delay possession charge alongwith prescribed rate of interest.

10. In all the above complaints respondent-promoter 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 in the above mentioned complaint.

D. Jurisdiction of the authority

11. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction.

12. 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.

D.II Subject matter jurisdiction.

13. 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.

14. 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.

E. Findings on the relief sought by the complainant

E.I Direct the respondent to handover the possession of the plot booked by the complainant in a time bound manner.

E.II Direct the respondents to execute the necessary agreements/documents including builder buyer's agreement with respect to the plot in question

E.III Direct the respondents to pay delay possession charge alongwith prescribed rate of interest.

15. The above mentioned reliefs no. E.I, E.II, & E.III 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 complainant has booked a plot admeasuring 300 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a payment of Rs.8,25,000/- vide receipt dated 21.03.2006. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved. Thereafter, , the respondent promoter sent a letter dated 27.07.2008 confirming having final and full basic sale price of the plot.
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 03.08.2010. 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 03.08.2013.
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., **02.09.2025** is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.

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., 10.85% 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 03.08.2013. However, despite receipt of Rs. 8,50,000/- against the booked plot back in 2006, 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., 03.08.2013 till valid offer of possession after obtaining completion certificate or part completion 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 @10.85% p.a. w.e.f. 03.08.2013 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. The respondent is directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority and to get the conveyance deed 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. Further, respondent's builder is directed to execute buyer agreement in favour of the complainant within period of 30 days and handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.

F. Directions of the authority.

29. 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 300 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 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 respondents/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 03.08.2013 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 03.08.2013 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., 10.85% 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.

30. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
31. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
32. Files be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 02.09.2025