



**HARERA**  
**GURUGRAM**

Complaint No. 5973 of 2023 &  
others

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

**Date of decision: 26.07.2024**

NAME OF THE BUILDER		<b>M/S RAMPRASTHA ESTATES PVT. LTD. M/s RAMPRASTHA DEVELOPERS PVT. Ltd. M/s RAMPRASTHA PROMOTERS &amp; DEVELOPERS PVT. LTD.</b>	
PROJECT NAME		<b>RAMPRASTHA CITY</b>	
S. No.	Case No.	Case title	Appearance
1	CR/5973/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
2	CR/5975/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
3	CR/5976/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
4	CR/5977/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
5	CR/5978/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
6	CR/5979/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
7	CR/5980/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
8	CR/5981/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
9	CR/5982/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh



10	CR/5983/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
11	CR/5984/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
12	CR/5986/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
13	CR/5987/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
14	CR/5988/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
15	CR/5989/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
16	CR/5990/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
17	CR/5991/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
18	CR/5993/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
19	CR/5994/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
20	CR/5995/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
21	CR/5996/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
22	CR/5997/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh

23	CR/5998/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
24	CR/5999/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
25	CR/6000/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
26	CR/6001/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
27	CR/6002/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
28	CR/6003/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
29	CR/6004/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
30	CR/6005/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
31	CR/6006/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
32	CR/6007/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
33	CR/6008/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
34	CR/6009/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
35	CR/6010/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh

36	CR/6011/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
37	CR/6015/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
38	CR/6016/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
39	CR/6017/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
40	CR/6018/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
41	CR/6019/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
42	CR/6020/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
43	CR/6021/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
44	CR/6022/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
45	CR/6023/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
46	CR/6024/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
47	CR/6025/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
48	CR/6026/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh



49	CR/6027/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
50	CR/6028/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
51	CR/6029/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
52	CR/6030/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
53	CR/6031/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
54	CR/6032/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
55	CR/6033/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
56	CR/6034/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
57	CR/6035/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
58	CR/6036/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
59	CR/6040/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
60	CR/6041/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
61	CR/6042/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh





62	CR/6043/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
63	CR/6044/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
64	CR/6045/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
65	CR/6046/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
66	CR/6047/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
67	CR/6048/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
68	CR/6064/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
69	CR/6065/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
70	CR/6066/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
71	CR/6067/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
72	CR/6068/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
73	CR/6069/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
74	CR/6070/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh



75	CR/6071/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
76	CR/6072/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh
77	CR/6073/2023	Yuvraj Arora and Vivek Arora V/S M/S Ramprastha Estates Pvt. Ltd. and others	Ms. Surbhi Garg Sh. Divyansh

**CORAM:**

Shri Sanjeev Kumar Arora

**Member**

**ORDER**

1. This order shall dispose of all the seventy seven (77) 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 complainant(s) in the above referred matters collectively booked seventy seven (77) units each comprising an area of 250 square yards in the upcoming plotted project, being developed by the same respondent/promoter i.e., M/s Ramprastha Estates Pvt. Ltd. and other associated entities. Consequently, these matters are being adjudicated jointly. 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 possession of the unit along with delayed possession charges.

**A. Particulars of all the complaints**

3. The details concerning the unit details, sale consideration, the amount paid by the complainant (s), date of proposed handing over the possession, for the seventy-seven (77) plots they have booked are set forth in the table below:

<b>Name of Builder</b>	M/S RAMPRASTHA ESTATES PVT. LTD. M/s RAMPRASTHA DEVELOPERS PVT. Ltd. M/s RAMPRASTHA PROMOTERS & DEVELOPERS PVT. LTD.
<b>Name of Project</b>	Ramprastha City, 37- C&D, Gurugram.
<b>Project Area</b>	105.402 acres
<b>Date of receipt</b>	23.08.2006
<b>Receipt No. along with amount paid by Complainant(s)</b>	Receipt no.: 666 for 28 plots of ₹3,40,00,000/- Receipt no.: 671 for 26 plots of ₹2,49,37,500/- Receipt no.: 676 for 23 plots of ₹2,95,00,000/-
<b>Unit no.</b>	N.A
<b>Unit area admeasuring</b>	250 sq. yds. each (77 plots)
<b>Date of allotment letter</b>	Not provided
<b>Date of buyers agreement</b>	Not executed
<b>Due date of possession</b>	23.08.2009 (calculated from the date of receipt)



	[As per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i> ]
<b>Occupation certificate</b>	Not obtained
<b>Offer of possession</b>	Not offered

## B. Facts of the complaint

The complainant has made the following submissions in the complaint: -

4. That the respondents and its Directors assured the complainants that they will give physical possession of 77 plots of 250 sq. yards. each in their project namely "Ramprastha City" situated in Sector 37C & D, Gurugram within 3 years from the date of making payment for a total sale consideration (Full and final payment in one time) of Rs. 8,84,37,500/-.
5. That relying on the assurances, representations and promises of the respondents & its director and after deliberate negotiations, within 2 months from July to August till 23.08.2006 itself, Mr. Yuvraj Arora and Mr. Vivek Arora (Complainants) had purchased 77 plots of 250 sq. yards each and subsequently had paid an amount of Rs. 8,84,37,500/- in parts till 23.08.2006 as the full and final payment of the total sale consideration towards the purchase of the above-mentioned 77 plots in the subject project. The details w.r.t the allotment of 77 plots were as follows: 28 plots for Rs. 3,40,00,000/- , 26 plots for Rs. 2,49,37,500/- and 23 plots for Rs. 2,95,00,000/-.
6. That the above-mentioned amount of Rs. 8,84,37,500/- as the full and final payment of the total sale consideration towards the purchase of the 77



- plots in the subject project was acknowledged by the respondent's and accordingly three receipts bearing no. 666, 671 & 676 dated 23.08.2006 were issued in the name of the present complainants for 28 plots, 26 plots and 23 plots respectively.
7. That the complainants had requested the respondent's company and its officials time and again to provide allotment letter and to execute buyer's agreement w.r.t the 77 plots of 250 sq. yards each in Sector 37C & D, Gurugram for which the total sale consideration has already been paid by the complainants way back in 2006 itself but they keep on lingering over this matter of issuance of allotment letter and executing buyer's agreement on one pretext or another.
  8. That the respondent's company vide letters dated 18.03.2009 had sent a confirmation regarding the registration of 77 plots and also informed the complainants that they had obtained Letter of Intent (L.O.I) for the development of township in Sector 95. They also informed that L.O.I for further township in other sectors are also in process for approval/ obtainment and they had already launched a prestigious Residential Group Housing in Sector-37D by the name of Edge Towers.
  9. That on 28.12.2012, the respondent's company was granted a license bearing no. 128 of 2012 dated 28.12.2012 for land admeasuring 105.4020 acres situated in the revenue estates of Village Basai, Gadauli Khurd & Gadauli Kalan, Sector 37C & D, Distt. Gurugram by the DTCP, Haryana for setting up a residential plotted colony.
  10. That during the entire period 2009-2013, the complainants made numerous calls, sent text messages, whatsapp messages and had also visited the offices of the respondent's company several times. The complainants had also met the Chairman of the respondent's company Mr.

Balwant Singh Chaudhary along with its Directors namely Mr. Arvind Walia, Mr. Sandeep Yadav, Mr. Amit Yadav and requested them to handover the physical possession of 77 plots for which the total sale consideration has already been paid by the complainants way back in 2006 itself vide receipts bearing no. 666, 671 & 676 each dated 23.08.2006. However, the respondents never gave any concrete response to the complainants but only gave assurances that the complainants will get the possession of all the 77 plots within next few months.

11. That after several requests to the respondent on 06.11.2021, the complainant filed an FIR bearing no. 0167 of 2021 was lodged against the respondent's company, its Directors and office-bearers in E.O.W, Delhi u/section 406,420 and 120B of IPC, 1860.
12. That despite various reminders and despite the willingness of the complainant to continue with the subject project having paid the entire sale consideration in 2006 itself, the respondents have failed to issue an allotment letter and execute buyer's agreement. The complainant had approached the respondent's company and its office bearers' innumerable times inquiring about the tentative date for the delivery of possession of the subject plot but none has ever bothered to provide any satisfactory response to the complainants about the completion and delivery of the subject plot.
13. That the present complainants have approached the promoter several times but all in vain as the respondent builder is abusing his dominant position so, the allottees are left with no other option but to approach this Hon'ble Authority. The complainants wishes to continue with the subject project and seeks possession of all the 77 plots from this Hon'ble



Authority, the total sale consideration of which has already been paid by them way back in 2006 itself. The respondents shall also be directed to issue an allotment letter and execute a buyer's agreement w.r.t the subject plot with the present complainants who are allottees as per Section 2(d) of the Act of 2016. The complainants further prays that delay possession charges at the prescribed rate from the due date of possession i.e., 23.08.2009 till actual handing over of possession as per Section 18 of the Act of 2016 shall also be paid to the present complainants in order to uphold the principles of justice.

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

14. The complainant has sought following relief(s):

- I. Direct the respondents to issue allotment letter w.r.t the subject plot and execute a buyer's agreement with the present complainants as the total sale consideration of the subject plot has already been paid way back in 2006 itself.
- II. Direct the respondents to handover the physical possession of the subject plot as the total sale consideration of the subject plot had already been paid way back in 2006 itself.
- III. Direct the respondents to execute conveyance deed w.r.t the subject plot.
- IV. Direct the respondents to pay delay possession charges from due date of possession i.e., 23.08.2009 till actual physical handing over of the possession of the subject plot at the prescribed rate as per the provisions of the Act of 2016.

15. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in

relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondents.**

16. The respondent no. 1, 2 and 3 has filed a joint reply on 29.03.2024.
17. That the complainant is not an allottee and there is no agreement 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').
18. That the complainant has misused and abused the process of law by filing the captioned complaint on the basis of three receipts dated 23.08.2006, which were issued only on the request of complainant towards tentative registrations of plots in future projects.
19. That neither does the receipt on which the complainant has sought to harp specifies any plot number, date of completion or total consideration, but the same is even 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 receipts were issued against tentative registration of plots of land in future potential projects and hence by any stretch of imagination do not constitute a binding contract which could be enforced for specific performance and hence the complainant has filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of plots along with execution of plot buyers agreement knowing well that such relief 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.
20. That at the threshold of the reply, it is submitted that the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst



other grounds that the respondents have raised through the present reply. Pertinently, the receipts on which the complainant is placing reliance upon dates back to the year 2006, whereas the complaint has been filed in 2023, evidently after a delay of 17 years.

21. That the complainant is trying to approach different forums with ulterior purpose in order to blackmail the respondents herein and derail their ongoing projects. the complainant has always been trying to pressurize the respondents and with the same objective they have filed a complaint before the Hon'ble Chief Minister of Haryana in October 2017 and also filed a police complaint before Sushant Lok Police Station on 13.05.2016 and prior to that a complaint was also filed before Police Station Vasant Vihar etc. That in all these complaints, the concerned authorities did not take any cognizance. That thereafter, complainant approached Ld. CMM Patiala House Court by way of filing a complaint u/s 156 CrPC. The said complaint has also been rejected by way of Order dated 06.11.2019.
22. That the investment done by complainant is for the sake of making huge profit and not for residential purpose. This substantially proves that the complaint is not a genuine and that the complainant is a speculative investor only.
23. That the complainant being aggrieved by the above said order, challenged the same before the Ld. Additional Session Judge, Patiala House, who had also dismissed the petition and the complainant thereafter approached the Hon'ble Delhi High Court, where the reinvestigation in the case of complainant was ordered. Even after reinvestigation the police found nothing against the respondents and has filed its final report for cancellation.
24. 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**

25. 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**

26. 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**

27. 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.*

28. 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 objection raised by the respondents**

**F.I The complaint is not maintainable for the reason that complainant is not an allottee as no allotment of unit plot was done in favour of the complainant.**

29. The respondents has averred that the present complaint is not maintainable for the reason that complainants are not an allottee, as no allotment of unit was made in favour of the complainants and the registration was an expression of interest towards the upcoming project of the respondent. For adjudicating upon this, it is important to refer to the definition of "allottee" as provided in Section 2(d) of the Act. Said provisions are:

*"Section 2(d): Allottee: in relation to a real estate project, means the person to whom a plot, apartment or building, as leasehold) or be, has on to whom a plod whether as freehold or leasehold otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent."*

30. On bare perusal of the definition of "allottee", it is evident that the transferee of an apartment, plot or building is an allottee. The mode of transfer may include issuance of booking receipts, issuance of allotment letter. Upon careful perusal of documents on record, it is revealed that the



complainants had paid a sum of Rs. 8,84,37,500/- [Rs. 3,40,00,000/- for 28 plots, Rs. 2,49,37,500/- for 26 plots and Rs. 2,95,00,000/- for 23 plots] for purchasing 77 plots admeasuring 250 sq. yards each in future project of respondents. The respondents in lieu of the said payments issued a receipts vide receipt no. 666, 671 and 676 dated 23.08.2006. The fact that the multiple payments were received by the respondents from the complainants clearly shows that there was very much an agreement to sell. In the present case, the complainants are aggrieved by the act of non-compliance of this part of the contract by the respondents. Hence, objection of the respondents that complaint is not maintainable stands rejected.

**F.II Relief sought by the complaint under section 18 is not maintainable as there is no agreement of sale executed between the parties.**

31. The respondents raised another objection that complaint is not maintainable as there is "no agreement to sale" executed between the parties. Mere fact that an allotment letter specifying a unit no. was not issued to complainant does not mean that they were not an allottee of the respondents. Once respondents have accepted the multiple payments from complainant for purchase of a plot in his project, it was the obligation of respondents to allot them a unit no. within a reasonable time. Failure on his part to do so will not affect the rights of applicant as an allottee.
32. Even a receipt which specifies the details of unit such as area of the plot, price etc., booked by complainant will be treated as agreement for selling the property. The definition of "agreement for sale" as provided in Section 2(c) means an agreement entered into between the promoter and the allottee. The definition is not restricted to execution of a builder buyer agreement with respect to agreement entered into between the allottee and the promoter before RERA Act of 2016 coming into force. Accepting the



payment towards a unit in present and future project shows there was a meeting of minds that the promoter will give possession in any present or future project developed by respondent. Furthermore, there is nothing on record to show that the allotment will be by way of any draw, first come first serve basis, or by any other mode and the complainant was denied allotment of a specific unit after following that process. Documents available on record, clearly shows that the complainant booked a plot in respondent's future project. Accordingly, contention of the respondents that there is no agreement to sell has been executed stands rejected. Hence, relief sought by the complainant under the provisions of section 18 of the RERA Act is maintainable.

**F.III The present complaint is barred by the limitation.**

33. The respondents has also taken objection that complaint is grossly barred by limitation. Reference in this regard is made to the judgement of *Apex court Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation is Commissioner of Central Excise* wherein the Hon'ble Apex Court had held that Indian Limitation Act applies only to the courts and not to the Tribunals. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.
34. On consideration of the documents available on record and submissions made by the party, the authority observes that the project in question is an ongoing project, and the respondents/promoters has failed to apply and





obtaining the CC/part CC till date. As per proviso to section 3 of Act of 2016, ongoing projects on the date of this Act i.e., 28.07.2017 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 and the relevant part of the Act is reproduced hereunder: -

*Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act*

35. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.
36. Moreover, it is observed that vide receipt dated 23.08.2006, it was agreed between the parties that the promoter shall give possession of the 77 plots having size of 250 sq. yards each to the complainants. However, despite receipt of consideration amount of Rs. 8,84,37,500/- [Rs. 3,40,00,000/- for 28 plots, Rs. 2,49,37,500/- for 26 plots and Rs. 2,95,00,000/- for 23 plots] from the complainant back in 2006 against the booked plots, the respondents-promoters has not even allotted a specific plot to the complainants and also no effort has been made by it to get the plots registered in their name till date. As the respondents has failed to handover the possession of the allotted plots to the complainants and thus, the cause of action is continuing till date and recurring in nature. The authority relied upon the section 22 of the Limitation Act, 1963, Continuing breaches and torts and the relevant portion are reproduced as under for ready reference:-

22. *Continuing breaches and torts- In the case of a continuing breach of contract or in the case of a continuing tort, a fresh period of limitation begins to run at every moment of the time during which the breach or the tort, as the case may be, continues.*

37. 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.**

**I. Direct the respondents to handover the physical possession of the subject plot as the total sale consideration of the subject plot had already been paid way back in 2006 itself.**

**II. Direct the respondents to pay delay possession charges from due date of possession i.e., 23.08.2009 till actual physical handing over of the possession of the subject plot at the prescribed rate as per the provisions of the Act of 2016.**

**III. Direct the respondents to issue allotment letter w.r.t the subject plot and execute a buyer's agreement with the present complainants as the total sale consideration of the subject plot has already been paid way back in 2006 itself.**

38. The complainants, Yuvraj Arora and Vivek Arora collectively booked seventy seven (77) units each comprising an area of 250 square yards in the upcoming plotted project, being developed by the same respondents/promoter i.e., M/s Ramprastha Estates Pvt. Ltd. and other associated entities by paying an amount of Rs. 8,84,37,500/- [Rs. 3,40,00,000/- for 28 plots, Rs. 2,49,37,500/- for 26 plots and Rs. 2,95,00,000/- for 23 plots] on 23.08.2006. The respondents issued them three receipts vide receipt no. 666, 671 and 676 dated 23.08.2006. Further the confirmation of the above booking was sent by the respondents on



18.03.2009 in which it was mentioned that *"we are pleased to confirm your registration in the above said project "Ramprastha City". Allotment letter will be sent soon once all legal clearances are sanctioned, we will keep you informed."*

39. The complainants asserted that the possession of the unit was contractually obligated to be delivered within three years from the date of payment receipt. The respondents have failed to meet this obligation. Despite repeated requests by the complainants for remedial action, the respondents company has not taken any steps to address the delay. Furthermore, the complainants were assured at the time of booking that the respondents had secured the requisite DTCP license for the project. It has since been revealed that the DTCP license was actually obtained only on December 28, 2012, under license number 128 of 2012.
40. The authority observes that the complainants has made a payment of ₹ 8,84,37,500/- [₹. 3,40,00,000/- for 28 plots, ₹ 2,49,37,500/- for 26 plots and ₹ 2,95,00,000/- for 23 plots] on 23.08.2006. It is important to note that no plot buyer agreement has been executed between the parties. The complainants has paid ₹ 8,84,37,500/- jointly as booking amount to book seventy seven (77) plots in the futuristic project in the year 2006 but no plot numbers were allotted to them. Thus, in view of the foregoing facts the respondents who has accepted an amount of ₹ 8,84,37,500/- since 2006 has been in custody of the money paid for allotment of the plots and has been enjoying benefits out of it.
41. Now the question before the authority is whether the receipt issued by the respondent/promoter falls within the definition of agreement, as per section 2(e) of The Contract Act, 1872 and which provides that:

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

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

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

43. There are a large number of cases coming to the notice of the authority wherein the builder had taken the whole or partial amount of money and only issued receipt against the allotment of the plot either in the exiting or in its upcoming project at Gurugram. Neither it issued any allotment letter nor executed any builder buyer's agreement. The holders of those receipt/allotments are harassed a lot to act on the basis of the documents issued by the developer and has to run here and there to initiate any civil or criminal action against the builder. This position existed in Pre- RERA cases as after the enforcement of the Act of 2016, a promoter is obligated to comply with the provisions of the Act and follow the same while receiving any money against allotment of unit and execution of builder buyer agreement.

44. Now, the issue which needs adjudication in this complaints is whether complainants are entitled to the relief of possession along with delay possession charges of plot booked by them along with interest for delay in handing over the possession in absence of allotment letter and builder buyer agreement.

45. In the instant matter, even after lapse of more than 17 years from the date of payment till the filling of complaint, no allotment letter and buyer's agreement has been executed inter- se parties. Even till date, the respondents have miserably failed to specify the plot numbers allotted.



Further, the respondents fails or surrender his claim w.r.t. the alleged date, the authority in a rightful manner can proceed in the light of judicial precedents established by higher courts. When the terms and conditions exchanging (agreement) between parties omits to specify the due date of possession the reasonable period should be allowed for possession of the unit or completion of the project.

46. That the authority is of the considered view that the Act, 2016 ensures the allottee's right to information about the project and the unit. That knowledge about the timelines of the delivery of possession forms an inseparable part of the agreement as the respondents is not communicating the same to the complainant/allottee. Hence, it is violation of the Act, and shows his unlawful conduct.
47. The Hon'ble Supreme Court in the case of ***Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253 /2018*** observed that *"a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that **when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.**"*
48. In view of the above-mentioned reasoning, the date of making payment, ought to be taken as the date for calculating due date of possession. Therefore, the due date of handing over of the possession of the unit comes out to be 23.08.2009 (three years from the date of payment on 23.08.2006), manifesting that there has been a delay of more than 15 years in handing over possession, making the respondents liable to pay delayed interest



charges as per section 18 of the Act, 2016 along with possession.

49. **Payment of delay possession charges at prescribed rate of interest:**  
The complainants are seeking delay possession charges at the prescribed rate of interest. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules.
50. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
51. 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., 26.07.2024 is **9%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11%**.
52. 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.
53. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **11%** by the respondents/promoter which is the same as is being granted to them in case of delayed possession charges.
54. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act,

the authority is satisfied that the respondents are in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. The possession of the seventy seven (77) plots of 250 sq. yds. each in sector 37 C&D, Gurugram, Haryana was to be delivered by 23.08.2009. However, the respondents/promoter have not allotted a specific plot numbers to the complainants and also have failed to handover possession of the plots to the complainants till date of this order. Accordingly, it is the failure of the respondents/promoter to fulfil its obligations and responsibilities to allot a specific unit numbers for all the seventy seven (77) units and hand over the physical possession. The authority is of the considered view that there is delay on the part of the respondents to offer 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. Moreover, the similar matters are decided by the full bench of the authority in CR/5935/2022.

55. In view of the reasons stated above, the respondents are directed to execute and get register plot buyer agreements of all 77 plots of 250 sq. yds. each in their project "Ramprastha City Sector 37C&D, Gurugram, Haryana along with copy of allotment letters with specific plot numbers within 30 days from the date of this order. The respondents are further directed to maintain the status quo on all the 77 plots till the execution and registration of plot buyer's agreements and allotment letter. Moreover, the respondents are directed to handover the possession of the all the 77 plots of 250 sq. yds. each in their above mentioned project within three months(90 days) after obtaining valid occupation certificate from the competent authority.
56. 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 respondents are established. As such the complainants are entitled to delay possession charges at rate of the prescribed interest @ 11% p.a. w.e.f. 23.08.2009 till the date of offer of possession plus two months or handing over of possession, whichever is earlier as per provisions of section 18(1) of the Act read with rule 15 of the Rule.

**IV. Direct the respondents to execute conveyance deed w.r.t the subject plot.**

57. Section 17 (1) of the Act deals with duty of promoter to get the conveyance deed executed and the same is reproduced below:

- i. "17. Transfer of title.-
- ii. (1). *The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*
- iii. *Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."*

58. Accordingly, the authority directs the respondents to execute the conveyance deed within 60 days in favour of the complainants after obtaining valid occupation certificate from the competent authority.

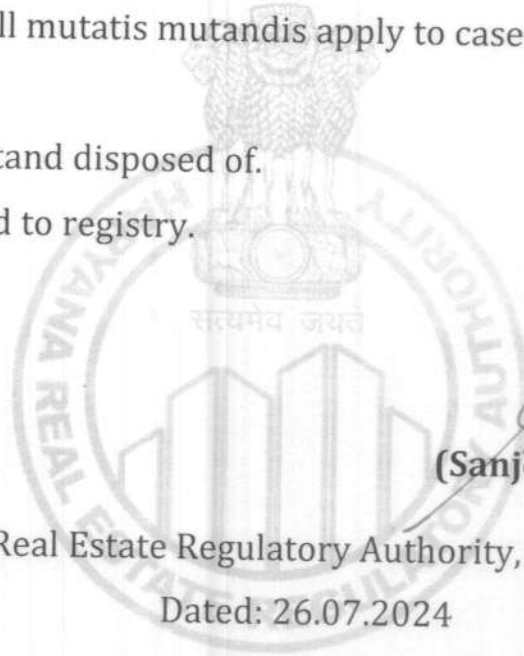
**H. Directions of the authority**

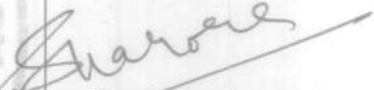
59. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations

cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondents are directed to get execute and register plot buyer agreements of all 77 plots of 250 sq. yds. each in their project Ramprastha City Sector37C&D, Gurugram, Haryana along with copy of allotment letters with specific plot numbers within 30 days from the date of this order. The respondents are further directed to maintain the status quo on all the 77 plots till the execution and registration of plot buyer's agreements and allotment letter.
- ii. The respondents are further directed to handover the possession of ~~the~~ all the 77 plots in their project within three months(90 days) after obtaining valid occupation certificate from the competent authority.
- iii. The respondents/promoters are directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 11% p.a. for every month of delay from the due date of possession i.e., 23.08.2009 till actual handing over of possession or offer of possession plus two months after obtaining completion certificate/part completion certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- iv. The arrears of such interest accrued from 23.08.2009 till the date of order by the authority shall be paid by the respondents/promoters 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 rate of interest chargeable from the allottees by the promoters, in case of default shall be charged at the prescribed rate i.e., 11% by the respondents/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.
- vi. The respondents are directed to execute the conveyance deed/sale deed within 2 months from the date of OC/CC.
60. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
61. The complaints stand disposed of.
62. Files be consigned to registry.



  
(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 26.07.2024

**HARERA**  
GURUGRAM