

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

Date of order: 30.07.2025

NAME OF THE PROMOTER		M/s Ramprastha Estates Private Limited	
PROJECT NAME		"Ramprastha City"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1566/2024	Saurabh Saran V/S M/s Ramprastha Estates Pvt. Ltd., Ramprastha Promoters and Developers Pvt. Ltd. and Ramprastha Developers Pvt. Ltd.	Shriya Takkar Advocate and Rajat Gupta Advocate for R-1 & 2 Abhishek Bhardwaj proxy counsel for R-3
2.	CR/4729/2023	Uday Goyal V/S M/s Ramprastha Developers Pvt. Ltd.	Deepak Kumar Advocate and Khush Kakra Advocate

CORAM:

Ashok Sangwan

Member

ORDER

1. This order shall dispose of both the complaints titled as above filed before the 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 allottee as per the agreement for sale executed inter se between parties.

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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, namely, "Ramprastha City" (Residential Plotted Colony) being developed by the same respondents/promoter i.e., M/s Ramprastha Estates Private Limited. The terms and conditions of the buyer's agreement against the allotment of units in the project of the respondent/builder and fulcrum of the issues involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of handover the physical possession of the allotted unit along with delayed possession charges and others.
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:

Project Name and Location	"Ramprastha City", 92, 93 & 95, Gurugram.
Project area	123.5687 acres
DTCP License No.	44 of 2010 dated 09.06.2010 valid upto 08.06.2016
Name of Licensee	Ramprastha Housing Pvt. Ltd. and others
RERA Registration	Registered vide no. 13 of 2020 dated 05.06.2020 valid upto 31.12.2024
Occupation Certificate: - Not yet received	



Sr. No	Complaint No., Case Title, and Date of filing of complaint	Reply status	Unit No. and area	Date of execution of apartment buyer's agreement	Due date of possession	Total Consideration / Total Amount paid by the complainants (In Rs.)	Relief Sought
1.	CR/1566/2024 Saurabh Saran V/s M/s Ramprastha Estates Private Limited & Ors. Date of Filing of complaint- 12.04.2024	Reply received on 17.07.2024	D-96 (Page no. 28 of the complaint) Area- 500 sq. yds. (page 27 of the complaint)	Not executed Date of booking/ payment: 13.06.2011 (page 27 of complaint)	13.06.2014 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018]	TSC: - Rs.5,00,000/- + EDC/IDC and other charges payable to government. (as per letter dated 13.08.2013 at page 28 of complaint) AP: - Rs. 5,00,000/- (as per page 27 of complaint)	Execution of BBA, Possession along with delay possession charges and execution of CD.
2.	CR/4729/2023 Uday Goyal V/S M/s Ramprastha Developers Pvt. Ltd.	Reply received on Not filed	Not allotted Area- 250 sq. yds. (page 12 of the	Not executed Date of booking/ payment: 26.03.2012	26.03.2015 [Calculated as per Fortune Infrastructure and Ors. vs.	TSC: - Rs.35,00,000/- + EDC/IDC and other charges payable to	Execution of BBA, Possession along with delay possession charges.

	Date of Filing of complaint- 11.10.2023		comp laint)	(page 11 of complaint)	Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/S C/0253/2018]	governm ent (as per letter dated 18.08.2018 at page 13 of complain t) AP: - Rs.35,00,000/- (as per letter dated 18.08.2018 at page 13 of complain t)
<p>Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:</p> <p>Abbreviation Full form</p> <p>TSC- Total Sale consideration</p> <p>AP- Amount paid by the allottee(s)</p>						

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/promoter and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other.
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 Authority observes that in complaint bearing no. **CR/4729/2023** the respondent put in appearance through Advocate and marked attendance on 16.04.2025 and 09.07.2025. Despite specific directions for filing of reply, the respondent has failed to comply with the orders of the Authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding filing of written reply. Therefore, in view of above, the defence of the respondent was struck off vide proceedings dated 09.07.2025. However, in the interest of justice, vide proceedings dated 09.07.2025, an opportunity was granted to the respondent to file written submissions in the matter within a period of two weeks, but the same has not been filed by it till date.
7. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/1566/2024 titled as Saurabh Saran V/s M/s Ramprastha Estates Private Limited & Ors.** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Project and unit related details

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

CR/1566/2024 titled as Saurabh Saran V/s M/s Ramprastha Estates Private Limited & Ors.

S. N.	Particulars	Details
1.	Name of the project	"Ramprastha City", Sectors 92, 93 & 95, Gurugram, Haryana
2.	Project area	128.594 acres
3.	Nature of the project	Residential colony

4.	DTCP license no. and validity status	44 of 2010 dated 09.06.2010 valid upto 08.06.2016
5.	Name of licensee	Ramprastha Housing Pvt Ltd and others
6.	Date of environment clearances	10.05.2019 [As per information obtained by planning branch]
7.	RERA Registered/ not registered	Registered vide no. 13 of 2020 dated 05.06.2020
8.	RERA registration valid up to	31.12.2024
9.	Plot no.	D-96 (page 28 of complaint)
10.	Unit area admeasuring	500 sq. yds. (as per page 27 of complaint)
11.	Date of booking/payment	13.06.2011 (page 27 of complaint)
12.	Date of execution of plot buyer's agreement	Not executed
13.	Due date of possession	13.06.2014 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]
14.	Total sale consideration	Rs.5,00,000/- + (EDC/IDC and other charges payable to government.) (as per letter dated 13.08.2013 at page 28 of complaint)
15.	Amount paid by the complainant	Rs. 5,00,000/- (as per page 27 of complaint)
16.	Occupation certificate /Completion certificate	Not received
17.	Offer of possession	Not offered

B. Facts of the complaint

9. The complainant vide complaint has made the following submissions: -
1. That the complainant in the year 2011 believing and relying upon the false assurances of the respondent to be true and correct paid an amount of Rs.5,00,000/- towards allotment of a single plot

admeasuring 500 sq. yards in the residential plotted colony of the respondent named 'Ramprastha City' situated at Sector-92, 93 and 95 Gurgaon. It is submitted that the respondent while acknowledging the receipt of the same issued a payment receipt dated 13.06.2011 towards the payment made by the complainant.

- II. That pursuant to issuance of the payment acknowledgement receipt, the complainant had approached the respondent on various occasion at their registered office and the project office requesting the respondent to issue the allotment in their favour and also to execute the buyer's agreement but of no avail.
- III. That when the complainant visited the office of the respondent somewhere in the month of November - December 2014 enquiring about the update regarding the issuance of the allotment in favour of the complainant, he was shocked to know the fact that allegedly the respondent had already issued a provisional allotment, but the same was never received by the complainant.
- IV. That the respondent finally vide letter dated 13.08.2019 (wrongly mentioned as 13.08.2013) issued allotment letter, thereby provisionally allotting a plot bearing no. D-96 in the plotted colony 'Ramprastha City' in Sector 92, 93 and 95. That vide the allotment letter dated 13.08.2019 (wrongly mentioned as 13.08.2013) the respondent also informed the complainant that the above stated plot i.e. D-96 will be finally allotted to him only after the receipt of RERA registration and it is clear from the said letter that the complainant was required to pay the external development charges/infrastructural development charges, development charges or any other charges that may be levied by the government or by the company.

- V. That the mala fides of the respondent is evident from the fact that the respondent very cleverly tried to issue a back dated letter in favour of the complainant to wriggle out of its contractual obligations and the said fact is evident from a bare perusal of the letter dated 13.08.2013 (which otherwise was received by the complainant only in August 2019) as the letter is alleged to be dated as 13.08.2013 and talks about the registration with the RERA authorities whereas the RERA Act, 2016 itself was enacted in the year 2016 only.
- VI. That the respondent neither issued any demand letter nor gave any update about the status of the construction of the project and only sought time to comply and issue a formal allotment letter in favour of the complainant on one pretext or the other.
- VII. That since the respondent failed to issue allotment letter and also failed to execute an agreement for sale with respect to the plot in dispute, the complainant was constrained to issue letters dated 14.06.2022, 04.05.2023, 12.08.2023 and email, dated 23.05.2023 along with letter dated 20.05.2023 to the respondent requesting them to issue the allotment letter and also execute the plot buyer agreement for plot no. D-96.
- VIII. That at the time of issuance of letter dated 13.08.2019 (wrongly mentioned as 13.08.2013) it was assured by the respondent that plot no. D-96 shall be allotted to the complainant after receipt of the RERA registration. That despite regular follow ups and requests, the respondent failed to allot the said plot to the complainant and also failed to execute the agreement for sale.
- IX. That the complainant had entrusted the respondent with his hard-earned money which was paid as consideration for plot in question. However, the respondent without any intimation dishonestly

misappropriated and converted the said plot to its own use and has not handed over the possession of the said plot till date.

C. Relief sought by the complainant:

10. The complainant has sought following relief(s):
 - I. Direct the respondent to handover possession and execute conveyance deed of the plot and to pay delay possession charges.
 - II. Direct the respondent to pay compensation and litigation cost.
11. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

12. The respondent no.1 has contested the complaint on the following grounds:
 - i. That the respondent being aggrieved of the incorrect sectoral plan of Sector 37-C and D, Gurugram for which license No.128 of 2012 dated 28.12.2012 was granted to the respondent, had approached the Department of Town and Country Planning, Haryana. Pertinently, vide order dated 01.04.2021 in *Appeal No.1 of 2021; Ramprastha Estates Pvt. Ltd. versus Director, Town and Country Planning, Haryana, Chandigarh*, the period between the date when the license was issued by the department i.e. 28.12.2012 and the date of approval of the revised/correct sectoral plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.
 - ii. That the respondent has not agreed to provide any service whatsoever to the complainant since the plans were not approved by the

competent authority and the complainant have not provided any documents to prove that any such promise was ever made by the respondent. The complainant has voluntarily entrusted a sum of money so that they will get the first priority in case the development plans eventually get approved by the competent authority. That the respondents have never entered into any agreement with the complainant and neither promised any particular plot or location nor promised any particular price or completion date to the complainants. Hence, there is no question of any breach by the respondent and no cause of action has accrued in favour of the complainants under the provisions of RERA, 2016.

- iii. That the complainant had approached the respondent in the year 2006 showing an interest to participate in one of the future potential projects of the respondent. It is pertinent to mention that the above-named future potential project was indeterminate at the point of time when the money was paid by the complainant. It is submitted that the complainant had the option at all times to either claim refund of their money or let their money remain with the respondent in anticipation of future approvals which is subject to government action. Further, the complainant had the option at all times to recall his money even if any future approval would have come through, in the event, they were not willing to participate in such projects. Since the complainant, always had such option but voluntarily opted to let his money remain with the respondent, hence he cannot be allowed to claim interest which has no legal or contractual basis.
- iv. That the complainant fully being aware of the dynamic prospects of the said futuristic project which was indeterminate at the point of time when the complainant paid the money and the fact that it is subject to

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various government approvals for which there is no time line assured by the government authorities, either promised or otherwise, has still decided to keep his money with the respondent which was clearly with a speculative purpose and such speculative acts are not protected by any law. Hence, no right of the complainant could be said to have been breached by the respondent, giving rise to any claim for interest as alleged by the complainant. Hence, the complainant is liable to be dismissed with costs.

- v. That from the date of payment till the date of filing of the present complaint, the complainant has never raised any demand or claim whatsoever even though the complainant had the option at all times which show that the complainant voluntarily let his money remain with the respondent for his own selfish and speculative intents. The complainant has now approached the Authority with concocted and fabricated story to conceal the true matrix of the situation accordingly to which the complainant has no vested right in any determinate project but has merely paid money to be allowed to participate in case the approvals had come through. The conduct of the complainant clearly indicates that the complainant's objects and intents are speculative not only behind making the payment but also behind filing the present complaint. It is shocking that the complainant is even today not claiming any refund but is trying to abuse the process of this Authority to claim hefty interest which is not tenable in law in the facts and circumstances of the present case. The complainant has no vested right to claim possession of any property as it is not yet determined and hence there is no question of any delay as alleged by the complainant. It is submitted that the delay is absolutely non-existent

and imaginary under the present facts and hence, there is no entitlement of any interest whatsoever.

- vi. That further no date of possession has ever been mutually agreed between the parties. In absence of any document in the nature of a builder buyer agreement, which contains several terms and conditions including the date of possession and the consequences of default, no date of possession can be said to have been mutually agreed between the parties. It is trite in law that a party claiming default must first prove the default beyond reasonable doubt by means of substantial evidence. The complainant has not adduced any reasonable proofs in the nature of documentary evidence which establishes the date of possession, terms and conditions of possession, default and the consequential effect of such default. It is submitted there is no possibility of execution of a builder buyer agreement because the property is indeterminate and also there are no specific terms that have been mutually agreed between the parties.
- vii. That in absence of any written contract or agreement between the parties establishing terms and conditions, obligations and rights, consideration, location, project etc., the specific prayer for allotment, handover of possession, for execution of conveyance deed and delay possession charges is not maintainable before this Authority.
- viii. That the complainant herein had preferred the present complaint on the basis of some receipt issued way back in 2011 against tentative registration in the future potential project of the respondent and the said receipt was not issued against any identified or specific plot/project and hence, till such a time a particular plot in an identified project is allocated, the complainant herein cannot be termed as an allottee within the meaning of the RERA Act or any such other law.

- ix. That the complainant has approached the respondent and has communicated that he is interested in a project which is "not ready to move" and expressed his interest in a futuristic project. It is submitted that the complainant is not interested in any of the ready to move in/near completion projects of the respondent. It is submitted that a futuristic project is one for which no price can be determined and such projects are sold at the prevailing rate which is determined when the project receives its approval and further amounts such as EDC/IDC charges are also known with certainty. It is submitted that on the specific request of the complainant, the money was accepted and no commitment was made towards any particular price or property or date of handover or possession since such terms were not foreseeable or known even to the respondent. The respondent had no certain schedule for the handover or possession since there are various hurdles in a futuristic project and hence no amount was received/demanded from the complainant towards the price and the complainant was duly informed that such prevailing price shall be payable as and when approvals are in place. The complainant is an elite and educated individual who has knowingly taken the commercial risk of advancing money even though the property was non-determinate and the price was dependent upon future developments and was not foreseeable at the time of booking transaction. The complainant cannot be allowed to shift the burden on the respondent as the real estate market is facing rough weather.
- x. That it is submitted that the complainant is not an allottee and hence the proceedings are merely in the nature of recovery which is not maintainable before this forum. The complainant is merely speculative investor attempting to disguise themselves as genuine "allottee" to

mislead this Authority. That the complainant approached this Authority after 13 years of the date of receipt and as such, this would go on to show that the complaint is barred by limitation and suffers from delay and laches.

13. The Authority observes that despite due service of notice and directions, no reply has been received on behalf of the respondent no.2 & 3 till date. Despite specific directions for filing of reply, the respondents have failed to comply with the orders of the Authority. It shows that the respondents were intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondent no.2 & 3 was struck off vide proceedings dated 23.07.2025. However, in the interest of justice, vide proceedings dated 23.07.2025, an opportunity was granted to the respondents to file written submissions in the matter within a period of two weeks, but the same has not been filed by them till date.
14. 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

15. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

16. 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

17. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

18. 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.

F. Objections raised by the respondents.**F.I Objection regarding complaint being barred by limitation.**

19. The counsel for the respondent no.1 has raised an objection that the complaint is barred by limitation as the same is filed after 13 years from the date of payment. 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.

20. 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 respondent/promoter 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:

21. 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.
22. Moreover, it is observed that despite receipt of an amount of Rs.5,00,000/- from the complainants back in 2011 against the booked plot, the respondent-promoter has not even finally allotted the plot no. D-96 in favour of the complainant and also no effort has been made by it to get the plot registered in his name till date. As the respondent has failed to handover the possession of the booked plot to the complainant 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.

23. 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 Direct the respondent to handover possession and execute conveyance deed of the plot and to pay delay possession charges.

24. In the present complaint, the complainant intends to continue with the allotment and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of delay, till the handing over of the possession, at such rate as 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 may be prescribed."

(Emphasis supplied)

25. The complainants had booked a plot admeasuring 500 sq. yards. in one of the futuristic projects of respondents by paying an amount of Rs.5,00,000/- on 13.06.2011. Thereafter, the complainants were provisionally allotted a plot bearing no. D-96 in the project of the respondents situated at Sector 92, 93 & 95 Gurugram. However, despite receipt of full consideration amount from the complainant back in 2011 against the booked plot except EDC/IDC and other charges payable to government, the respondents-promoter have failed to enter into a written agreement for sale with respect to the same. The Authority further observes that the respondent vide provisional allotment letter stated that the company will allot the above stated plot only after receipt of RERA registration. The registration of the project situated at Sector 92, 93 and 95, Gurugram i.e. "Ramprastha City" has already been received by it on 05.06.2020. However, the respondent has failed to

finally allot the said plot and execute a plot buyer's agreement with respect to the plot admeasuring 500 sq. yds. till date.

26. The respondent no.1 vide reply has submitted that the complainant had preferred the present complaint on the basis of some receipt issued way back in 2011 against tentative registration in the future potential project of the respondent and the said receipt was not issued against any identified or specific plot/project and hence, till such a time a particular plot in an identified project is allocated, the complainant herein cannot be termed as an allottee within the meaning of the RERA Act or any such other law.

27. The Authority observes that the *Hon'ble High Court of Punjab & Haryana, in CWP-24591-2024, M/s Ramprastha Developers Pvt. Ltd. v. State of Haryana & Ors., decided on 30.01.2025*, observed that a buyer who has made payments towards a future project qualifies as an "allottee" under the statutory definition. The relevant portion of the order is reiterated below:

27. Though the learned counsel for the petitioners has vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-3, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective projects, and when evidently no prospective project have ever been floated at the instance of the present petitioners, thereby at this 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-a-vis the locus standi of the present respondent to institute the subject complaints. The reason being that, when within the ambit of the statutory meaning assigned to an 'allottee, whereby becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, thereby not only in respect of ongoing projects, but also in respect of projects to be launched in future, rather, at the instance of the present petitioners, that thereby the present respondent but became an allottee. Conspicuously, also when in terms of Annexure P-3, he became promised to be made, the allotments vis-a-vis projects to be undertaken in future, whereby also the present respondent was a person/allottee who would subsequently acquire the subject project through sale or transfer thereof being made in his favour.

(Emphasis Supplied)

28. The Hon'ble High Court of Punjab & Haryana also emphasized that in cases where the respondent/buyer had been promised allotment in a future project. As a result, the respondent/buyer is to be considered an "allottee" who would subsequently acquire the subject unit through sale or transfer thereof being made in his favour.
29. The Authority further observes that despite receipt of considerable amount against the booked plot back in 2011 from the complainant, the respondents-promoter have failed to enter into a written agreement for sale against the plot in question and has failed to get the plot registered in his name till date. Hence, it is violation of the provisions of the Act, and shows its unlawful conduct. As per Section 13(1) of the Act, 2016, the promoter is obligated to not to accept more than 10% of the cost of the apartment, plot or building as the case may be, as an advance from a person without entering into a written agreement for sale with such person and register the said agreement for sale. Thus, in view of Section 13 of the Act of 2016, the respondents-promoter is directed to enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 90 days from the date of this order. The respondent in **CR/4729/2023** is further directed to allot a specific plot number measuring 250 sq. yards to the complainant.
30. **Due date of possession:** The Authority observes that even after lapse of more than 12 years from the date of payment till the filing of complaint, the respondents-promoter have neither allotted a specific plot number nor specified the timelines to the complainant. The Authority is of the considered view that the Act, 2016 ensures the allottee's right to information about the project, unit and knowledge about the timelines of the delivery of possession. However, the

respondents are not communicating the same to the complainants. Hence, it is violation of the provisions of the Act, and shows its unlawful conduct. 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."

31. In view of the above-mentioned reasoning, the date of payment made vide receipt dated 13.06.2011, 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 plot comes out to be 13.06.2014, manifesting that there has been a delay of more than 9 years in handing over possession, making the respondent liable to pay delay possession charges as per Section 18 of the Act, 2016 along with possession.
32. **Admissibility of delay possession charges at 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. Rule 15 has been reproduced as under.

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

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

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

33. 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.

34. 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., 30.07.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
35. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

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

36. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondents /promoter which is the same as is being granted to the complainants in case of delay possession charges.
37. 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 Authority has observed that the due date of possession was 13.06.2014. However, the respondents/promoter have failed to

handover possession of the plot to the complainant till date of this order. Accordingly, it is the failure of the respondents/promoter to fulfil its obligations and responsibilities to hand over the physical possession. The Authority is of the considered view that there is delay on the part of the respondents to offer of possession of the booked plot to the complainant. 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 promoter as well as allottee.

38. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondents is established. As such the complainant is entitled to delay possession charges at the prescribed rate i.e., @11.10% p.a. w.e.f. 13.06.2014 till offer of possession plus 2 months after obtaining completion certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
39. The complainants are further seeking relief with respect to handing over of possession of plot as well as execution of conveyance deed in their favour. Section 17(1) of the Act obligates the promoter to handover the physical possession of the plot and to get the conveyance deed executed in favour of the allottee and the same is reproduced below:

"17. Transfer of title. -

(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 or 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.

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."

40. However, in the instant case, 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. The respondents/promoter are under an obligation as per Section 17 of Act to handover possession of the plot and to get the conveyance deed executed in favour of the complainant. Thus, in view of the above, the respondents/promoter is directed to handover possession of the allotted plot admeasuring 500 sq. yards to the complainant after obtaining CC/part CC from the competent authority and to execute the conveyance deed in favour of complainant within a period of three months from the date of issuance of completion certificate/part completion certificate, upon payment of the outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act.

G.III Direct the respondent to pay compensation and litigation cost.

41. The complainant is seeking above mentioned relief w.r.t. compensation. *Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the

jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation and litigation expenses.


H. Directions of the authority

42. 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 enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 90 days from the date of this order. The respondent in **CR/4729/2023** is further directed to allot a specific plot number measuring 250 sq. yards to the complainant.
- ii. The respondents are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e. 13.06.2014 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.
- iii. The arrears of such interest accrued from the due date i.e. 13.06.2014 till the date of order by the authority shall be paid by the respondents 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 allottee before 10th of the subsequent month as per Rule 16(2) of the Rules.

- iv. The respondents are directed to handover possession of the allotted plot and to execute conveyance deed in favour of the complainant on payment of stamp duty and registration charges within three months after obtaining completion/part completion certificate from the competent authority.
 - v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per section 2(za) of the Act.
43. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
44. Complaint stands disposed of.
45. File be consigned to registry.



(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.07.2025