

**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/380/2025	Bhagwan Dass Gupta V/s M/s Ramprastha Developers Pvt. Ltd. & Ors.	Adv. Garvit Gupta for complainant and Adv. Khush Kakra for R-1 R Gayathri Manasa for R- 2 & 3
2.	CR/3851/2024	Vishal Arora V/s M/s Ramprastha Developers Pvt. Ltd. & Ors.	Adv. Charu Sangwan for complainant and Adv. Khush Kakra for R-1, 5 & 6 Varun AR for R-2 Navneet Kumar for R-3 None for R-4

**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.



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:

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



Sr. No	Complaint No., Case Title, and Date of filing of complaint	Reply status	Plot 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/380/2025  Bhagwan Dass Gupta V/s M/s Ramprastha Developers Private Limited & Ors.  Date of Filing of complaint- 31.01.2025	Reply received on behalf of R-2 & 3- 14.05. 2025	Not allotted, 300 sq. yds. (as per page 28 of complaint)	Not executed  Date of booking/ payment: 21.08.2006 (page 27 of complaint)	21.08.2009  [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/S C/0253/2018]	TSC: - Rs.7,00,000/- (as per CRA at page 25 of complaint) AP: - Rs.7,00,000/- (as per page 28 of complaint)	Allotment of Plot no., Execution of BBA, Possession along with delay possession charges and execution of CD.
2.	CR/3851/2024  Vishal Arora V/S M/s Ramprastha Developers Pvt. Ltd. & Ors.  Date of Filing of complaint- 13.08.2024	Reply received on- Not filed	494, Block - E, 200 sq. yds. (page 58 of complaint)	08.05.2014 (page 52 of complaint)	08.11.2016 (as per possession clause 11(a) of agreement)	TSC: - Rs.25,10,000/- (page per page 70 of complaint) AP: - Rs. 21,22,000/- (as per CRA at page 25 of complaint)	Possession along with delay possession charges and execution of CD.

**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**

**Abbreviation Full form**

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

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/3851/2024**, the respondents no. 1 to 3 and respondent no. 5 & 6 put in appearance through Advocate before the Authority and marked attendance. However, 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 written reply. Therefore, in view of above, the defence of the respondent no. 1 to 3 and respondent no. 5 & 6 was struck off. Further, neither anyone has appeared on behalf of the respondent no. 4 before the Authority, nor reply to the present complaint has been filed on its behalf. Thus, vide proceedings dated 16.07.2025, the respondent no.4 was proceeded ex-parte.
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/380/2025 titled as Bhagwan Dass Gupta V/s M/s Ramprastha Developers 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/380/2025 titled as Bhagwan Dass Gupta V/s M/s Ramprastha Developers 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.	Date of booking/payment	21.08.2006 (page 28 of complaint)
10.	Plot no.	Not allotted
11.	Unit area admeasuring	300 sq. yds. (as per page 28 of complaint)
12.	Date of execution of plot buyer's agreement	Not executed
13.	Due date of possession	21.08.2009



		<b>[Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018]</b>
14.	Total sale consideration	Rs.7,00,000/- (as per CRA at page 25 of complaint)
15.	Amount paid by the complainant	Rs.7,00,000/- (as per page 28 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: -

- I. That the respondent no.1 offered for sale plots in its upcoming project, Ramprastha City at Sectors- 92, 93 and 95 Gurugram. The complainant received a marketing call from the office of respondent no.1 in the month of February 2006 for booking in this upcoming project of the respondent no.1. The complainant, induced by the assurances and representations made by the respondent no.1, booked a residential plot in the said project. The respondent no.1 informed the complainant that the size of the plot available with the respondent no.1 is of 300 sq. yards and its total consideration would be calculated at the rate of Rs.2,333/- per sq. yards. On this basis the complainant booked a plot of 300 square yards in the Project at Ramprastha City, Sectors 92, 93 and 95, Gurugram, Haryana against the total price/sale consideration for the plot of Rs.7,00,000/-.
- II. That the complainant was informed by respondent no.1 that a specific plot number shall be issued only after full and final payment of cost of the plot is deposited. Thus, the complainant based on the respondent's demand for upfront payment of the all-



inclusive total, full and final sale consideration amount of Rs.7,00,000/- for the plot in the project. Accordingly, respondent no.1 issued receipt no. 769 dated 21.08.2006 signed by its director acknowledging the upfront payment of all-inclusive total full consideration for the plot of Rs.7,00,000/- paid by the complainant towards the booking of the plot in the project of the respondent no.1.

III. That the respondent on the basis of the booking made by the complainant and only after the complete payment of Rs.7,00,000/- made by the complainant, issued a letter dated 06.01.2010 confirming the allotment of a plot admeasuring 300 sq yards in the said project of the respondent no.1 in favour of the complainant. It is pertinent to mention here that the respondent failed to allot a specific plot to the complainant vide the said letter and had stated that a specific plot shall be allotted to the complainant after the required approvals are received with respect to the zoning plans. It is submitted that the respondent no. 1 had failed to allot a specific plot despite lapse of almost 19 years from the date of booking. Further, despite specific assurances of respondent no.1 that it would soon execute an agreement, it miserably failed to do so.

IV. That the complainant was taken aback to note that it was not respondent no.1 but respondent no.2 who was now publicizing the project in question by inviting general public to make a booking. The complainant met the respondents to check this discrepancy, but they assuaged their doubts by saying that the respondent entities were related parties/affiliates of Ramprastha Group, and it was normal for big ticket projects to be channelized through multiple affiliates and group companies.



- V. That on account of substantial delay on the part of respondents no. 1 and 2, the complainant vide several telephonic follow ups, conversations and in person meetings reminded respondents no. 1 and 2 of the obligations of execution of the buyer's agreement and handover the physical possession of the plot to the complainant after allotment. However, no heed was paid to the legitimate request made by the complainant.
- VI. That the complainant visited the office of the respondent in August 2023 and enquired about the status of completion of sale modalities. The representatives of the respondents informed the complainant that the registration of the project with this Authority was pending and upon its receipt, respondent no.1 or its relevant affiliate would complete all necessary formalities and paperwork for completion of the sale and hand over the possession of the plot. However, till date, such assurances of the respondents have not been complied with and the complainant after paying upfront the full consideration for purchase of the plot in one go is left with no concrete answers.
- VII. That the respondents have committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 19 years calculated upto January 2025 and till date the agreement has not been executed nor has possession of the plot in the project been handed over by the respondents to the complainant. The failure of the respondents has resulted in serious consequences being borne by the complainant.
- VIII. That the complainant cannot be burdened with additional statutory responsibility which would have not been cast upon the





complainant had the respondent complied with its obligations under law i.e. to handover the possession of the plot in the project on time. The stamp, registration charges and development charges for sale/conveyance of property have substantially increased over the period of time/circle rates have changed. Since the due date to handover the possession was 21.08.2009, hence the complaint should not be obligated to pay any amount in this behalf that is in excess to the stamp duty charges/applicable circle rate and development charges for the area as notified as on 21.08.2009. Any additional amount on this count has to be borne by the respondents themselves. The same applies to any other statutory or other outgo, tax or expense, the rate or amount of which has gone up or which has been newly imposed over the long period of willful inordinate delay by the respondents, which should be solely to their account and borne solely by them.

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

10. The complainant has sought following relief(s):
  - I. Direct the respondent to allot the plot admeasuring 300 sq.yds., handover possession, execute conveyance deed of the plot and to pay delay possession charges.
  - II. Direct the respondent to handover the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of project.
  - III. 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.2 & 3 have contested the complaint on the following grounds:
- i. That at the very outset, it is submitted that the receipt based on which the present complaint has been filed has not been issued by the answering respondents. Hence, the present complaint is not maintainable at all against the answering respondents and hence, respondents no. 2 and 3 deserve to be deleted from the array of parties under the principles of order 1 Rule 10 of the Code of Civil Procedure, 1908.
  - ii. That the complainant is neither an allottee qua the answering respondents nor there is any agreement with answering respondents that can sought to be enforced by the complainant by invoking the provisions of the Act, 2016. Further, there is no averment of any cause of action against the answering respondents in the complaint and the complaint is time barred. Thus, the present complaint is not maintainable and is liable to be dismissed.
  - iii. That the said receipts clearly state that the receipt was issued by respondent no.1. Hence by any stretch of the imagination such a receipt is not legally enforceable against the answering respondents.
13. The Authority observes that despite due service of notice and directions, no reply has been received on behalf of the respondent no.1. Despite specific directions for filing of reply, the respondent no.1 has failed to comply with the orders of the Authority. It shows that the respondent no.1 was 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.1 was struck off vide proceedings dated 30.07.2025.



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 respondent no.2 & 3 have raised an objection that the complaint is barred by limitation. 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.7,00,000/- from the complainant back in 2006 against the booked plot, the respondents have not even allotted the plot number 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.

**F.II Objection regarding maintainability of the complaint against respondent no.2 & 3.**

24. The respondent no.2 i.e. M/s Ramprastha Promoters & Developers Pvt. Ltd. and respondent no.3 i.e. M/s Ramprastha Estates Pvt. Ltd vide their reply and application dated 14.05.2025 have averred that the present complaint is not maintainable for the reason that the complainant is neither an allottee qua the answering respondents nor there is any agreement with answering respondents that can sought to be enforced by the complainant by invoking the provisions of the Act, 2016. Further, there is no averment of any cause of action against the answering respondents in the complaint. Moreover, the receipt based on which the present complaint has been filed has been issued by respondent no.1. Hence by any stretch of the imagination such a receipt is not legally enforceable against the answering respondents. The Authority





observes that the complainant had booked a plot measuring 300 sq. yards. in futuristic project of the respondents by paying an amount of Rs.7,00,000/-. On 21.08.2006, the respondent no.1, vide payment receipt bearing no. 769 acknowledged receiving of said amount towards booking of a plot measuring 300 sq. yards. in a futuristic project of the respondent. Thereafter, the respondent no.1 vide letter dated 06.01.2010, intimated the complainant regarding its upcoming project named "Ramprastha City" at Sector- 92, 93 & 95, Gurugram and has requested to complete necessary formalities for the allotment process in the said project. However, till date neither the plot buyer agreement has been executed between the parties nor any plot number has been allotted to him.

25. After considering the above, the Authority is of considered view that the respondent no.2 and respondent no.3 cannot escape from their responsibilities and obligations to the allottee being licensees of the project in question i.e. 'Ramprastha City' at Sector 92, 93, 95 and are covered under the definition of promoter within the meaning of Section 2(zk) of the Act, 2016. The authority further observes that the respondents have attempted to create a smoke screen of corporate opacity by creating multiple corporate entities and obfuscate the issue. It is therefore necessary to lift the corporate veil and uncover the reality. A cursory glance at the MCA official master data reveals that the respondent companies share the same registered address. Furthermore, the email id of all the three respondents is the same i.e. [compliances@ramprastha.com](mailto:compliances@ramprastha.com). Not only this, respondent no.2 & respondent no.3 share three common directors and respondent no. 1 & 3 share one common director. It is therefore evident that the respondents have created multiple corporate entities only to escape the



responsibility of compliances. In fact, the registration for plotted colony in Sector- 92, 93, 95, Gurugram has also been applied in the name of respondent no.3. The Authority has observed that such a practise is being repeatedly used by the respondents in a large number of similar cases to obscure the accountability of the respondent companies, thereby frustrating the efforts to pursue legal action against them. Furthermore, the respondents cannot be granted leniency on based of the aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong. Consequently, all the respondents shall be jointly and severally liable to bear the responsibility for the consequences arising from the present complaint. In view of the same, the objection/application of respondent no.2 & 3 for name deletion stands rejected.

**G. Findings on the relief sought by the complainant.**

**G.I Direct the respondent to allot the plot admeasuring 300 sq.yds., handover possession, execute conveyance deed of the plot and to pay delay possession charges.**

26. The complainant had booked a plot admeasuring 300 sq. yards. in of the futuristic project respondents by paying an amount of Rs.7,00,000/-. On 21.08.2006, the respondent no.1, vide payment receipt bearing no. 769 acknowledged receiving of said amount towards booking of a plot measuring 300 sq. yards. in a futuristic project of the respondent. Thereafter, the respondent no.1 vide letter dated 06.01.2010, intimated the complainant regarding its upcoming project named "Ramprastha City" at Sector- 92, 93 & 95, Gurugram and has requested to complete necessary formalities for the allotment process in the said project. However, till date neither the plot buyer agreement has been executed between the parties nor any plot number has been allotted to him. Thus, in view of the foregoing facts, the respondent who has accepted an



amount of Rs.7,00,000/- since 2006 has been in custody of the money paid for allotment of the plot and has been enjoying benefits out of it till date.

27. Now the question before the Authority is whether the receipt issued by the respondents 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."*

28. 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 hereby expressly declared to be void."*

29. There are a large number of cases coming to the notice of the Authority wherein the promoter had taken the whole or partial amount of money and only issued receipt against the allotment of a plot either in the exiting or in its upcoming project at Gurugram. Neither has the promoter issued any allotment letter nor executed any buyer's agreement in this regard. The document/receipt so issued in favour of a person can be termed as an agreement for sale to put the developer before RERA Authority, compelling it to fulfil its obligations against the holder of that document. The promoter is duty bound to explain the reasons for which it has admittedly retained the consideration amount for so long, considering the fact that the promoter company is not a bank or non- banking financial company (NBFC).
30. In the present complaint, the complainant intends to continue with the allotment and is 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)

31. 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)

32. 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.





33. The Authority further observes that despite receipt of considerable amount against the booked plot back in 2006 from the complainant, the respondents have failed to allot a specific plot number to the complainant and have also failed to enter into a written agreement for sale with him till date. 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 11(4)(a) and Section 13 of the Act of 2016, the respondents are directed to allot a specific plot number to the complainant and 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.
34. **Due date of possession:** The Authority observes that even after lapse of more than 18 years from the date of payment till the filling 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 complainant. 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.***

35. In view of the above-mentioned reasoning, the date of payment made vide receipt dated 21.08.2006, 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 21.08.2009, manifesting that there has been a delay of more than 15 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.
36. **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.*

37. 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.



38. 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%**.
39. The definition of term 'interest' as defined under section 2(za) 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:

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

*Explanation. —For the purpose of this clause—*

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

40. 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 complainant in case of delay possession charges.
41. 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 21.08.2009. However, the respondents have not allotted a specific plot number to the complainants and also has 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 allot a specific unit number 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 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 allottees.

42. 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. 21.08.2009 till offer of possession plus 2 months after obtaining completion certificate/part 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.
43. The complainant is further seeking relief with respect to handing over of possession of plot as well as execution of conveyance deed in his 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 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:*

*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."*



44. 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 are directed to handover possession of the allotted plot admeasuring 300 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.II Direct the respondent to handover the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of project.**

45. As per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or Rules and Regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondents are directed to provide the said plans along with required information to the complainant within a period of 1 month from the date of this order.

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

46. 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 Adjudicating Officer for seeking the relief of compensation and litigation expenses.

**H. Directions of the authority**

47. 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 allot a specific plot number to the complainant and 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.
  - 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. 21.08.2009 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.





- iii. The arrears of such interest accrued from the due date i.e. 21.08.2009 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 respondents are directed to provide sanctioned plans, layout plans along with stage wise schedule of completion of project to the complainant within a period of 1 month from the date of this order.
  - vi. 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 promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per section 2(za) of the Act.
48. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
49. Complaint stands disposed of.
50. File be consigned to registry.

  
**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 30.07.2025