

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

Complaint no. : 304 of 2025
Date of complaint : 31.01.2025
Date of order : 30.07.2025

Reeta Yadav

R/o: - 6- Raj Villa, 8/16- Raj Nagar,
Ghaziabad-201002.

Complainant

Versus

1. M/s Ramprastha Developers Pvt. Ltd.
2. M/s Ramprastha Promoters & Developers Pvt. Ltd.
3. M/s Ramprastha Estates Pvt. Ltd.

All Having Regd. Office At: -

Plot no. 114, Sector 44, Gurugram-122002.

Respondents

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Garvit Gupta (Advocate)

Khush Kakra (Advocate)

Rajat Gupta (Advocate)

Complainant

Respondent no. 1

Respondent no. 2 & 3

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	"Ramprastha City", Sectors 37 C & D, Gurugram, Haryana
2.	Project area	128.594 acres
3.	Nature of the project	Residential plotted colony
4.	DTCP license no. and validity status	128 of 2012 dated 28.12.2012 valid upto 27.12.2015
5.	Name of licensee	B.S.Y Developers Pvt Ltd and others
6.	RERA Registered/ not registered	Not registered
7.	Date of booking/payment	05.06.2007 (page 23 of complaint)
8.	Plot no.	126, Block- A (page 39 of complaint)
9.	Unit area admeasuring	300.19 sq. yds. (as per page 39 of complaint)
10.	Allotment letter	30.09.2014 (page 28 of complaint)
11.	Date of execution of agreement	25.03.2014 (page 24 of complaint)
12.	Date of execution of plot buyer's agreement	14.10.2014 (page 36 of complaint)
13.	Possession clause	11(a) The company shall endeavor to offer possession of the said plot, within thirty months from the date of execution of this agreement subject to timely payment by the intending allottee(s) of total price, stamp duty, registration charges and any other charges due and payable according to the payment plan. (page 43 of complaint)
14.	Due date of possession	14.04.2017

		(as per possession clause 11(a) of agreement)
15.	Total sale consideration	Rs.37,80,000/- (page per page 52 of complaint)
16.	Amount paid by the complainant	Rs.16,40,000/- (as per page 23, 29-30 of complaint)
17.	Occupation certificate /Completion certificate	Not received
18.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That the respondent no.1 offered for sale plots in a complex known as 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 March 2007 for booking in the said 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.
- II. That the respondent shared a copy of a booking application form with the complainant. The complainant signed several blank and printed papers at the instance of the respondent who obtained the same on the ground that the same were required for completing the booking formalities. The complainant was not given chance to read or understand the said documents and she signed and completed the formalities as desired by the respondent. The complainant thus based on the assurances made by the officials of respondent no.1 made a payment of Rs.2,00,000/- vide cheque no. 494755 to respondent no.1 vide its receipt no. 1434 dated 05.06.2007 acknowledged the said payment against the said plot.
- III. That the complainant kept on following up with the respondents about allotment of a specific plot and for execution of the



agreement. However, no heed was paid to the genuine concerns of the complainant. Finally, in 2014, respondent no.1 informed to the complainant, that all the rights, obligations and liabilities of respondent no.1 pertaining to the plot would be taken over by respondent no.2 and an agreement dated 25.03.2014 was executed between the complainant and respondents no. 1 and 2. The respondent no.2 vide its allotment letter dated 30.09.2014 allotted a plot bearing A-126 admeasuring 300 sq yard in the said project of the respondents.

- IV. That the respondents no. 2 demanded additional payments against the said allotted unit and the complainant accordingly based on the said payment demands made a payment of Rs.9,00,000/- vide cheque no. 877054 and Rs.5,40,000/- vide cheque no. 877060. Respondent no.2 issued receipts dated 16.10.2014 and 20.10.2014 acknowledging the said payments made by the complainant.
- V. That thereafter, a copy of the plot buyer agreement was shared with the complainant by the respondent no.2 which was wholly a one-sided document containing totally unilateral, arbitrary, one-sided, and legally untenable terms favoring the respondents and was totally against the interest of the purchaser, including the complainant. However, since the complainant had already paid a substantial sum towards the said plot, she had no other option but to accept the terms of the said agreement and thus the said agreement dated 14.10.2014 was executed between the complainant and respondent no.2.
- VI. That as per clause 11 of the said agreement, the respondent was obligated to handover the possession of the said plot to the complainant within 30 months from the date of execution of the



said agreement. Since, the agreement was executed on 14.10.2014, the due date to handover the possession of the said plot was 14.10.2017. The respondent assured the complainant that the possession of the said plot would be handed over to the complainant within the stipulated time period without any delay.

VII. That despite specific assurances of respondent no.2 that it would hand over the possession of the plot within the stipulated time, it miserably failed to do so. The respondent no.2 failed to perform the most fundamental obligation of the allotment which was to actually handover the plot to the complainant against the full upfront consideration received by it, which in the present case has been delayed for an extremely long period of time. The failure of the respondent no.2 and the fraud played by them is writ large.

VIII. That on account of substantial delay on the part of respondent no.2, the complainant vide several telephonic follow ups, conversations and in person meetings reminded respondents no. 2 of the obligations of handing over the physical possession of the plot to the complainant. However, no heed was paid to the legitimate request made by the complainant.

IX. That the complainant visited the office of the respondent in 2023 and enquired about the status of completion of sale modalities. The representatives of the respondent no.2 informed the complainant that the registration of the project with this Authority was pending and upon its receipt, respondent no.2 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.

- X. 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 8 years calculated upto January 2025 and till date the possession of the allotted plot has not been offered by the respondents to the complainant.
- XI. 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 14.10.2017, 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 14.10.2017. 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:**
4. 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.



5. 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.

6. The respondent no.2 & 3 have contested the complaint on the following grounds:
- 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.
 - 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.
 - 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.
7. The respondent no.1 put in appearance through Advocate and marked attendance on 14.05.2025 and 30.07.2025. 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 written reply. Therefore, in view of above, the defence of the respondent no.1 was struck off vide proceedings dated 30.07.2025.

8. 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

9. 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

10. 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

11. 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.

12. 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.

13. 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.

14. 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:

15. 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.

16. Moreover, it is observed that despite receipt of an amount of Rs.16,40,000/- from the complainant back in 2014 against the booked plot, the respondents have failed to handover the possession of the 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.

17. 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.

18. 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.2,00,000/-. Thereafter on 25.03.2014, an agreement was executed between the complainant, the respondent no.1 and respondent no.2 vide which the respondents acknowledge and confirms and undertakes to the complainant that they are solely responsible for the development of the project and allotment of the plot to the complainant. After that an allotment letter dated 30.09.2014 was issued to the complainant vide which a plot bearing no. A-126 measuring 300 sq. yds. in Ramprastha City, Sector-37C & 37D was allotted to her. Subsequently, a plot buyer's agreement dated 14.10.2014 was also executed between the complainant and respondent no.2 vide which the said allotment was confirmed. However, the respondents have failed to offer possession of the same to the complainant.

19. After considering the above, the Authority is of considered view that the respondent no.1 and respondent no.3 cannot escape from their responsibilities and obligations to the allottee being licensees of the project i.e. 'Ramprastha City' at Sector 37C & 37D, Gurugram 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. Not only this, respondent no.1 & 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- 37 C & 37D, Gurugram has also been applied in the name of respondent no.3 (Although, the licences for this land are in the name of respondent no.2 & 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 contention/objection of respondent no.2 & 3 stands 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.

20. 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)

21. Clause 11(a) of the plot buyer's agreement (in short, agreement) provides for handing over of possession and is reproduced below:

"11(a) The company shall endeavor to offer possession of the said plot, within thirty months from the date of execution of this agreement subject to timely



payment by the intending allottee(s) of total price, stamp duty, registration charges and any other charges due and payable according to the payment plan..."

22. **Due date of possession:** As per the possession clause, the respondent has proposed to hand over the possession of the said plot within a period of 30 months from the date of execution of agreement. The agreement was executed between the parties on 14.10.2014. Therefore, the due date for handing over of possession comes out to be 14.04.2017.
23. **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.

24. 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.
25. 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%**.
26. 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:

"(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;"*

27. 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.
28. 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 14.04.2017. 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 allottees.



29. 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. 14.04.2017 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.
30. The complainant is further seeking relief with respect to handing over of possession of plot as well as execution of conveyance deed in her 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."

31. The Authority observes that the project in question i.e. "Ramprastha City" at Sector 37C & 37D, Gurugram is not yet registered with the Authority and no plots/units can be sold or allotted to any person in the said project before prior registration of the project with the Authority in terms of Section 3 of the Act, 2016. However, in this particular case, the respondents prior to coming of the force of the Act, 2016 have allotted a specific plot bearing no. A-126, measuring 300 sq. yds. in the said project to the complainant vide allotment letter dated 30.09.2014 and have subsequently executed a plot buyer's agreement dated



14.10.2014 with the complainant against the said allotment. Therefore, in view of the agreed terms of the plot buyer's agreement dated 14.10.2014, the respondents are obligated to handover possession of the plot in question to the complainant.

32. 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 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.

H. Directions of the authority

33. 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 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. 14.04.2017 till offer of possession plus two 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.

- ii. The arrears of such interest accrued from the due date i.e. 14.04.2017 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.
- iii. 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.
- iv. 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(z) of the Act.

34. Complaint stands disposed of.

35. File be consigned to registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.07.2025