

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

**Complaint no.:** 98 of 2024  
**Date of filing:** 24.01.2024  
**Date of order:** 30.05.2025

1. Vijay Kumar Chawla
2. Sharda Chawla

**Both R/o:** - Flat no. C-3, 3<sup>rd</sup> floor, plot no. 153, Niti  
Khand-2, Indirapuram, Ghaziabad, Uttar Pradesh-  
201014.

**Complainants****Versus**

1.M/s Ramprastha Promoter and Developers Private  
Limited

2.M/s Ramprastha Developers Private Limited.

3.M/s Ramprastha Estates Private Limited

**Regd. Office at:** Plot no. 114, Sector- 44, Gurugram-  
122002

**Respondent****CORAM:**

Shri Vijay Kumar Goyal

**Member****APPEARANCE:**

Shri Mordhawaj (Advocate)

Shri Vishal Majumdar (Advocate)

**Complainants  
Respondents****ORDER**

1. The present complaint dated 24.01.2024 has been filed by the complainant/allottees 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 provision 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. No.	Particulars	Details
1.	Project name and location	"Ramprastha City" Sector-37C and 37D, Gurugram."
2.	Project area	60.51 acres
3.	Nature of the project	Residential colony
4.	RERA registered/not registered	Not Registered <i>*Note: inadvertently vide proceedings dated 08.05.2025 it was recoded as Registered vide no. 13 of 2020 dated 05.06.2020</i>
5.	Plot no.	C-54 (As per page no. 23 of the complaint)
6.	Unit measuring	200 sq. yds. (As per page no. 23 of the complaint)
7.	Provisional allotment letter	25.10.2013 (page 17 of complaint)
8.	Date of Allotment letter	24.05.2016 (As per page no. 23 of the complaint)
9.	Date of tri-partite agreement b/w allottee, Ramprastha Promoters And Developers Private Limited and Ramprastha Developers Private Limited	14.04.2016 (As per page no. 19 of the complaint)
10.	Date of execution of plot buyer's agreement	Not executed
11.	Due date of possession	24.05.2019 (Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018</i> from the date of allotment letter i.e. 24.05.2016)
12.	Total consideration	Rs.34,20,000/-

		(As per SOA on page no. 31 of the complaint)
13.	Total amount paid by the complainants	Rs.18,00,000/- (As per receipt information on page no. 18, 24 & 25 of the complaint)
14.	Occupation Certificate	Not obtained
15.	Offer of possession	Not offered

### B. Facts of the complaint.

3. The complainants have made the following submissions in the complaint: -

- I. That in the year 2006, both the complainant expressed their interest in the project Ramprastha City and for the same encountered respondent no. 2 i.e., Ramprastha Developers Pvt Ltd. After meeting with the representatives of the project, the complainant expressed their desire to be a part of the project in lieu of which they were asked to pay a sum of Rs.3,00,000/- as a token/booking amount.
- II. That the complainant issued a Cheque No. 023836 dated 08.04.2006 drawn on OBC, Delhi for Rs. 3,00,000/- to respondent no. 2 as advance for residential booking in Sector- 92,93 & 95, Manesar Gurgaon against which a receipt was issued acknowledging the amount.
- III. That the respondent no. 2 after taking the booking amount did not take any further action. Neither did they send the allotment letter, nor did they update about the growth or development of the project. It was only after many requests of the complainant that the respondent no. 2 on 25.10.2013 issued a provisional allotment letter in the name of the complainant allotting them a plot measuring 200 sq. yards vide R. No. 2617 Dt. 25/10/2013 at Ramprastha City, Sector- 92,93 & 95, Gurgaon, Haryana.
- IV. That on 25.10.2013 itself, the respondent no. 2 also issued a receipt dated 25.10.2013 to the complainant acknowledging the payment of Rs.3,00,000/- by the complainant vide cheque no. 023836 dated 08.04.2006 drawn on OBC, Delhi to them as booking amount.



V. That it was in the year 2016, that the respondent no. 1 approached the complainant and informed about the change in location of the project from Sector- 92,93 & 95, Manesar, Gurgaon to Sector- 37C & 37D, Gurgaon, Haryana and also proposed to sign an agreement with respect to this project, with the complainant being one party and the respondent no. 1 & 2 being the other party.

VI. That the complainant being already invested in this project agreed to the proposal of respondent no. 1. The respondent no. 1 asked for a payment of Rs.15,00,000/- from the complainant before signing of the agreement in lieu of which the complainant issued two cheques, cheque no. 643802 for Rs.10,00,000/- and cheque no. 643803 for Rs.5,00,000/- both drawn on Punjab National Bank and both dated 09.04.2016, in favor of the respondent no.1.

VII. That only then an agreement dated 14.04.2016 was entered into between the complainant as one party and respondent no. 1 & 2 as the other party. At the time of signing of this agreement it was assured to the complainant that a plot buyer's agreement will be executed soon with the complainant.

VIII. That after the execution of the agreement dated 14.04.2016, the respondent no.1 issued an allotment letter dated 24.05.2016 to the complainant via which the complainant was allotted a residential plot no. C-54 admeasuring 200 sq. yards in Ramprastha City, Sector- 37C & 37D, Gurgaon, Haryana.

IX. That the payment of Rs.15,00,000/- made via two separate cheques had been acknowledged by the respondent no. 1 vide two separate receipts. Receipt no. RPDPL/RC/C-54/0594 dated 23.05.2016 acknowledging the payment of Rs. 10,00,000/- and receipt no. RPDPL/RC/C-54/0595 dated 31.05.2016 acknowledging the payment of Rs. 5,00,000/-.

X. Thereafter, the complainants approached the respondents several times for the signing of the plot buyer's agreement as told by them and to know about



the development of the project but the bonafide requests of the complainants had been ignored and the signing of the plot buyer's agreement was delayed by the representatives of the respondents on one pretext or the other.

- XI. That the complainant, being senior citizens were not able to knock on the doors of the respondents on daily basis because of their poor health. The respondents taking advantage of the same kept on delaying the requests of the complainant.
- XII. That the son of the complainant Mr. Sachin Chawla also tried to get in touch with the representatives of the respondents but they did not entertain him. Left with no other option Mr. Sachin wrote e-mails to the official mail id of the respondent no. 1 but the issue was still left unresolved.
- XIII. That the son of the complainant had several conversations with the team of the respondents from February 2023 till September 2023, after which the team of the respondent did not respond. It was during these conversations that the detailed account statement was shared with the son of the complainant in which the total consideration amount of the project was acknowledged being Rs.34,20,000/- and the payment of Rs.18,00,000/- by the complainant till date was also acknowledged leaving the remaining amount to be paid by the complaints to the opposite parties Rs.16,20,000/-.
- XIV. That the total consideration amount of the Plot allotted was Rs. 34,20,000/- out of which the complainants have already paid more than 50% of the amount but still the respondents have miserably failed to comply with their part of the agreement.

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

4. The complainants have sought following relief(s):
- I. Direct the respondent to pay Delay Possession Charges
  - II. Direct the respondent to handover the vacant and absolute possession and ownership of the subject unit

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 has contested the complaint on the following grounds: -
- i. That the complainant is not an allottee and there is no agreement that can sought to be enforced by the complainant by invoking the provisions of the Act, 2016.
  - ii. That the complainant has misused and abused the process of law by filing the captioned complaint that too on the basis of three receipts dated 25.10.2013, 23.05.2016 and 31.05.2016, which were issued only on the request of complainants towards tentative registration of plot in future potential project.
  - iii. That neither does the receipt on which the complainants have sought to harp specifies any plot number, date of completion or total consideration, but the same is even conspicuously silent on the details of the name of the project, the Sector in which it is situated, and other vital details. The said receipt clearly state that the receipt was issued against tentative registration of plot of land in future potential project and hence by any stretch of imagination do not constitute a binding contract which could be enforced for specific performance and hence the complainants have filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of plot along with execution of plot buyer agreement knowing well that such relief are not tenable in law not only in view of the provisions of the 2016 Act but also in view of the provisions of Specific Relief Act, 1860 and the law of limitation.
  - iv. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other grounds that the respondent has raised

through the present reply. Pertinently, the receipts on which the complainant is placing reliance upon dates back to the year 2006, whereas the complaint has been filed in 2024, evidently after a delay of 18 years. Neither any plausible explanation has been furnished by the complainant in respect of such delay but even no substantive ground has been raised in the complaint that would give way to condone such a phenomenal delay. Further, the delay itself is evidence of the fact that the complainants did not wish to pursue his alleged rights against the respondent for several years and chose to wake up from slumber much later in a frivolous attempt to have his alleged rights indicated.

- v. That in one of the future projects that had been conceived by the respondent, 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 Sectorial 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.
- vi. That no cause of action has accrued in favour of the complainants u/s 18 of the Act, since the complainants have not demonstrated the existence of any mutually agreed terms and conditions including date of handover of possession which could be said to have been breached by the respondent.

- vii. 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 complainants 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. 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 complainant. Hence, there is no question of any breach by the respondent and no cause of action has accrued in favour of the complainant under the provisions of RERA, 2016.
- viii. That the present complaint has been filed with *mala fide* intention and is an abuse of the process of this Authority which is evident from the prayers wherein the complainant had demanded hefty interest when there was no agreement between the complainant and the respondent whatsoever for either any allotment or any development and there exists no agreed terms for possession date or price or location/project etc., hence there are no terms which can be said to be legally enforceable under the provisions of the Act, 2016.
- ix. That the complainant was very well aware of the fact that the money entrusted by the complainant was not towards any booking or agreement but merely on the request of complainant towards the tentative registration in the future projects. The complainant has filed the complaint claiming wrongful gains in the form of interest at the cost of the respondent when in reality there was no such understanding between the parties and there is no condition to attract the provisions of the Act. 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.

- x. 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 they cannot be allowed to claim interest which has no legal or contractual basis. The 2016 act can come to the rescue of only genuine allottees and not speculative individuals like the complainant.
- xi. That the complainant fully being aware of the dynamic prospects of futuristic project which was indeterminate at the point of time when the complainant paid the money and the fact that it is subject to various government approvals for which there is no time line assured by the government authorities, either promised or otherwise, have still decided to keep their 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 complaint is liable to be dismissed with costs.
- xii. That from the date of payment till the date of filing of the present complaint, the complainant has never raised any refund demand or refund 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 is even today not claiming any refund (the same being in any way time barred) but are trying to abuse the process of this tribunal to claim hefty interest which is not tenable in law in the facts and circumstances of the present case. the conduct of the complainant clearly indicates that the complainant objects and intents are speculative not only behind making the payment but also behind filing the present complaint.

- xiii. That the complainant is indirectly claiming specific performance for delivery of an indeterminate property on the basis of indeterminate terms which is not permissible in the eyes of law. The complainant has no vested right to claim possession of any plot in the absence of an enforceable agreement 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.
- xiv. That further no date of possession has ever been mutually agreed between the parties since the project itself was a future potential project and hence not determined. In absence of any document in the nature of a Plot 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.
- xv. That as per the averments made by the complainant, the complainant has claimed interest from the year 2009 till the date of actual handover of possession. However, the complainant has failed to establish as to how such a date of default has been calculated by the complainant. It may not

be out of place to mention that the respondents, at no point in time, had specified the date on which the possession of the units/plots were to be handed over. further, it cannot even be said that such a position was unknown to the complainant. Thus, for the complainant to now approach this Authority and seek delayed possession charges alongwith interest, that too from a date which does not have any edifice and is at best a self-appointed date, is not only an act that is grossly illegal but even a ruse to arm-twist the respondents to give in to the illegal and erroneous demands of the complainant. In the absence of any assurance by the respondent even as to the date of commencement of the futuristic project, the complainant cannot be said to have any cause of action.

- xvi. That the claim for possession is superfluous and *non-est* in view of the fact that plots were never allotted whatsoever. Also, the terms have not been determined and could not be determined as on date unless the project is identified, and approvals are granted by the concerned authorities. It is only after the allotment of plot and subsequent determination of the specific terms and conditions and mutual agreement thereon, the complainant will get the right to claim possession, or a delay penalty and it is submitted that such right has not yet crystalized in favour of the complainant.
- xvii. That it is submitted herein 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 the Authority.
- xviii. That the complainant herein had preferred the present complaint on the basis of some receipt issued way back in 2006 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.

xix. That no builder buyer agreement/agreement has been entered into between the complainant and the respondent herein which sets out any rights and obligations of the complainant and the respondent or any such terms and conditions including location, project, total consideration, stipulated time for completion and handover. The Complainant's status as "Allottees" can only be established by virtue of a valid contract or agreement or allotment between the complainant and the respondent herein. A receipt towards a tentative registration of plot in a future potential project cannot form rights and liabilities with respect to the parties unless and otherwise a specific identified plot in a specific project is thus decided.

7. All other averments made in the complaint were denied in toto.
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 submissions made by the parties.

#### **E. Jurisdiction of the authority**

9. 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 The Town and Country Planning Department, Haryana 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 allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

#### **Section 11(4)(a)**

##### **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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

### **F. Findings on the objections raised by the respondent**

#### **F.I Objection regarding maintainability of complaint**

13. The counsel for the respondent has raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2006.

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The objections to the same was to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.

14. Upon consideration of the documents available on record and the submissions made by the parties, the Authority observes that the primary receipt for the subject unit was issued in 2013, and not in 2006 as contended by the respondent. Furthermore, the project in question is an ongoing project, and the respondent/promoter has failed to apply and obtain 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. It is important to note that despite receipt of consideration of Rs. 18,00,000/- against the sale consideration of Rs. 34,20,000/-, the respondent-promoter has failed to execute an agreement for sale with respect to the same and has failed to get the plot registered in name of the complainants till date. As the respondent has failed to handover the possession of the allotted plot to the complainants, 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.

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

**G.I Direct the respondent to pay delay possession charges.**

18. On consideration of documents available on record and submissions made, the authority observes that on 25.10.2013, respondent no. 2 issued a provisional allotment letter, allotting the complainants a plot admeasuring 200 sq. yds., and stated that a specific plot number would be allotted after the approval of the zoning plans. Thereafter, an agreement dated 14.04.2016 was entered between the complainants and respondent no. 1 and 2. It is important to note that as per the clause C of agreement dated 14.04.2016, it has been agreed that Ramprastha Promoters and Developers Pvt. Ltd., the flagship company of the Ramprastha group, will take over the development of the project instead of Ramprastha. Ramprastha Promoters and Developers Pvt. Ltd., the flagship company of the Ramprastha group will handle all related work, including developing plots, construction, allotment, receiving payments, issuing receipts, and selling or transferring plots on the total land. The said clause reproduced below:

C.

*As part of an internal restructuring exercise Ramprastha, RPDPL and other group companies, it has been mutually agreed between Ramprastha, RPDPL and other group companies that RPDPL, the flagship company of the Ramprastha Group of Companies and a reputed developer of townships and plotted colonies in the region of Delhi NCR will, instead of Ramprastha, undertake the development of the Project over the Total Land and will accordingly undertake all incidental and related activities and assume all obligations in connection therewith including to develop plots, undertake construction activities, allot plots,*

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*receive payments, issue receipts, undertake sales and otherwise undertake all such actions with respect to allotment, sale, disposal or transfer of plots comprised within the Total Land in the Project.*

19. Following the execution of agreement dated 14.04.2016, respondent no. 1 issued an allotment letter dated 24.05.2016, allotting the complainants a residential plot no. C-54, admeasuring 200 sq. yds., in Ramprastha City, Sector-37C and Sector-37D, Gurgaon, Haryana for which the complainants have already paid Rs.18,00,000/- as per the receipts issued by the respondent on 25.10.2013.
20. In the present complaint, the complainants intend to continue with the project 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 an apartment, plot, or building, —*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

21. **Due date of possession:** As per the documents available on record, no buyer agreement has been executed between the parties and the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter ***Fortune Infrastructure v. Trevor d' Lima (2018) 5 SCC 442; (2018) 3 SCC (civ) 1*** and then was reiterated in ***Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725*** :-

*"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the*



*refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."*

22. In the instant case, the promoter has allotted a plot in its project vide allotment letter dated 24.05.2016. In view of the above-mentioned reasoning, the date of allotment ought to be taken as the date for calculating the due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 24.05.2019.
23. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate. 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.*

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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., **30.05.2025** 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(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. 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 complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed 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 respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. The possession of the subject plot was to be delivered by 24.05.2019. However, despite payment of Rs.18,00,000/- against the sale consideration of Rs. 34,20,000/-, the respondent-promoter has failed to enter into a written agreement for sale with respect to the same and has failed to handover possession of the subject plot to the complainants till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted plot to the complainants. Further no CC/part CC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

29. It is important to note that the respondent no.3 i.e. M/s Ramprastha Estates Private Limited during course of proceedings dated 08.05.2025 submitted that respondent no.3 has no role to the present complaint as no part to the agreement was executed with the complainants and may be deleted from the array of parties. In view of the above findings as already elaborated above the subject unit was allotted by M/s Ramprastha Promoters and Developers Pvt. Ltd. and an agreement dated 14.04.2016 was executed between allottee, Ramprastha Promoters And Developers Private Limited and Ramprastha Developers Private Limited. Herby, no privity of contract arises between the allottee and respondent no.3 i.e. M/s Ramprastha Estates Private Limited.
30. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent no.1 and 2 is established. As such, the complainants are entitled of delay possession charges at the prescribed rate of interest @11.10% p.a. w.e.f. 24.05.2019 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.

**G.II Direct the respondent to handover the vacant and absolute possession and ownership of the subject unit.**

31. As per Section 17(1) of the Act of 2016, the respondent is obligated to handover physical possession of the subject unit to the complainant. Therefore, the respondent shall handover the possession of the allotted unit after obtaining completion certificate/part CC from the competent authority.

**H. Directions of the authority.**

32. 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):
- The respondent/promoter no. 1 and 2 are directed to pay interest to the complainants 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., 24.05.2019 till offer of possession plus two months after obtaining completion certificate/part completion certificate from the competent authority or actual handing over of possession or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
  - The arrears of such interest accrued from 24.05.2019 till the date of order by the authority shall be paid by the respondent/promoters to the complainants within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoters to the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.



- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act 2016.
  - v. The respondent is directed to handover the possession of the allotted unit after obtaining completion certificate/part CC from the competent authority.
33. Complaint stands disposed of.
34. File be consigned to registry.

**Dated:30.05.2025****HARERA**  
GURUGRAM  
**(Vijay Kumar Goyal)**

Member

Haryana Real Estate Regulatory  
Authority, Gurugram