BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision: 27.05.2025

Name of the builder		Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	
PROJECT NAME		**No project**	
S. No.	**Case No.**	**Case title**	**Appearance**
1.	CR/2735/2024	Ashok Kumar Malhotra Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
2.	CR/2752/2024	Mahendra Kumar Malhotra Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
3	CR/3032-2024	Sarita Suri Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
4	CR/3213-2024	Ayush Singhal Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey

			and Shri Vishal Majumdar Advocates (Respondents)
5	CR/3826/2024	Aman Gupta and Ansh Gupta Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
6	CR/3621/2024	Ratan Lal Gupta Vs M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
7	CR-3529-2024	Ratan Lal Gupta Vs M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
8	CR-3112-2024	Shalini Chhabra Vs M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
9	CR/3487/2024	Manglam Granites Vs M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates

			(Respondents)
10	CR/3486/2024	UN Pandey Vs M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
11	Cr/4559/2024	Darshanlal Nagpal Vs M/s Ramprastha Developers Private Limited & Ramprastha Promoters And Developers Private Limited & Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
12	CR-3085-2024	Sunil Taneja Vs M/s Ramprastha Developers Private Limited & Ramprastha Promoters And Developers Private Limited & Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
13	CR-3028-2024	Santosh Jindal Vs M/s Ramprastha Developers Private Limited & Ramprastha Promoters And Developers Private Limited & Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
14	3019-2024	Suyash Aggarwal and Pushpa Aggarwal Vs M/s Ramprastha Developers Private Limited & Ramprastha Promoters And Developers Private Limited & Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)

15	CR-3049-2024	Pooja Arora Vs M/s Ramprastha Developers Private Limited & Ramprastha Promoters And Developers Private Limited & Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)
16	CR-3064-2024	Umesh Chand Sharma Vs M/s Ramprastha Developers Private Limited & Ramprastha Promoters And Developers Private Limited & Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Shri Saugat Sinha, Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Shri Vishal Majumdar Advocates (Respondents)

CORAM:
Shri Arun Kumar — **Chairman**
Shri Vijay Kumar Goyal — **Member**
Shri Ashok Sangwan — **Member**

ORDER

1. This order shall dispose of the aforesaid 16 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature. The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter

to deliver timely possession of the units in question, seeking delayed possession charges and other charges.

3. The details of the complaints, reply 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:

S.N	CR NO.	Date of receipt	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Offer of possession	Relief
1	**2735-2024** Ashok Kumar Malhotra Vs Ramprastha developer Pvt. Ltd. , Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd	28.02.2007 (issued by Ramprastha Promoters Pvt.Ltd)	No unit no. mentioned **Area:** 300 sq.yds. No project Name	NA	NA	28.02.2010 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 15,00,000/-	- DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
2	**2752-2024** Mahendra Kumar Malhotra Vs Ramprastha Promoters Pvt. Ltd. , Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd	28.02.2007 (issued by Ramprastha Promoters Pvt.Ltd)	No unit no. mentioned **Area:** 300 sq.yds. No project Name	NA	NA	28.02.2010 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors	OC- Not obtained OP: not offered A.P: Rs. 15,00,000/-	- DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

3	**3032-2024** Sarita Suri Vs Ramprastha Promoters *and* Developers Private Limited and Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	13.07.2011 (RDPL)	No unit no. mentioned **Area:** 500 sq.yds. No project Name	NA	NA	13.07.2014 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 37,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
4	**3213-2024** Ayush Singhal Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	09.06.2006 (in favour of the original allottee by RDPL) ***Endorsed In favour of the complainant on 08.09.2020***	No unit no. mentioned **Area:** 250sq.yds. No project or sector mentioned.	NA	NA	09.06.2006 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 15,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
5	**3826-2024** Aman Gupta and Ansh Gupta Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed	01.08.2006 (RDPL) in favour of the original allottee expired on 15.03.2017 Complainant (legal heir)	No unit no. mentioned **Area:** 250 sq.yds. No project Name	NA	NA	01.08.2009 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 8,12,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

	private limited							
6	**3621-2024** Ratan Lal Gupta Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	22.02.2011 (RDPL)	No unit no. mentioned **Area:** 500 sq.yds. No project Name	NA	NA	22.02.2014 (calculated as per fortune nfrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 30,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
7	**3529-2024** Ratan Lal Gupta Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	14.10.2011 (RDPL)	No unit no. mentioned **Area:** 300 sq.yds. No project Name	NA	NA	14.10.2014 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 20,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
8	**3112-2024** Shalini Chhabra Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	06.12.2012 (RDPL)	No unit no. mentioned **Area:** 300 sq.yds. No project name	NA	NA	06.12.2015 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 36,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

9	**3487-2024** Manglam Granites Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	16.04.2013 (RDPL)	No unit no. mentioned **Area:** 300 sq.yds. No project name or sector mentioned	NA	NA	30.01.2010 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 13,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
10	**3486-2024** UN Pandey Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	10.11.2014 (by RDPL)	No unit no. mentioned **Area:** 250 sq.yds. No project name	NA	NA	10.11.2017 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 15,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
11	**4559-2024** Darshanlal Nagpal Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd	29.03.2011 (RDPL)	No unit no. mentioned **Area:** 500 sq.yds. No project name	NA	NA	29.03.2014 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 27,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

12	**3085-2024** Sunil Taneja Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	25.09.2006 (by RPPL)	No unit no. mentioned **Area:** 500 sq.yds. No project name	NA	NA	25.09.2009 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 3,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
13	**3028-2024** Santosh Jindal Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	13.07.2011 (by RDPL)	No unit no. mentioned **Area:** 300 sq.yds. No project name	NA	NA	13.07.2014 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 22,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
14	**3019-2024** Suyash Aggarwal and Pushpa Agarwal Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed	13.07.2011 (by RDPL)	No unit no. mentioned **Area:** 500 sq.yds. No project name	NA	NA	13.07.2014 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 37,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

	private limited							
15	**3049-2024** Pooja Arora Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd *and* ramprastha developed private limited	05.05.2006 (by RDPL)	No unit no. mentioned **Area:** 250 sq.yds. No project name	NA	NA	05.05.2010 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 30,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
16	**3064-2024** Umesh Chand Sharma Vs Ramprastha Promoters *and* Developers Private Limited *and* Ramprastha estate pvt. Ltd	14.03.2007 (RPPL)	No unit no. mentioned **Area:** 300 sq.yds. No project name	NA	NA	14.03.2010 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 4,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter for not handing over the possession by the due date, seeking delayed possession charges and other charges.

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 facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case ***CR/3085/2024 titled as Sunil Taneja Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & M/s Rampratsha Estate Pvt Ltd*** . are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

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

CR/3085/2024 titled as Sunil Taneja Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & M/s Rampratsha Estate Pvt Ltd.

S. N.	Particulars	Details
1.	Name of the project	NA
2.	Project area	NA
3.	Nature of the project	Group Housing
4.	RERA Registered/ not registered	NA
5.	Date of Receipt	25.09.2006 (page 32 of complaint)

6	Unit Area	300 sq.yds.
7	Possession clause	NA
8	Due date of possession	25.09.2009 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)
9	Basic sale consideration	NA
10	Amount paid by the complainants	Rs. 03,50,000/- (as per receipt dated 25.09.2006)
11	Occupation Certificate/Completion Certificate	Not obtained

B. Facts of the complaint

8. The complainants have made following submissions in the complaint:

I. That the present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulations and Development) Act, 2016 read with Rule 28 Haryana Real Estate (Regulation & Development) Rules, 2017 seeking relief in respect of the lapses, defaults and unjust and unfair trade practices on the part of the Respondents.

II. That the complainant, booked a residential plot and 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. 1200/- per sq. against which the complainant paid an amount of Rs. 3,50,000/-.

III. 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 no.1's demand for upfront payment of the sale consideration amount of Rs. 3,50,000/- for the plot in the project. It is pertinent to mention here that the said payment was made by the complainant solely based on the demands and requests of the respondent no.1 and the assurances of the respondent no.1 to allot a specific plot to the complainant only after the sale consideration amount/full consideration is paid.

IV. That respondent no.1 issued receipt no. 119 dated 25.09.2006 signed by its director acknowledging the upfront payment of Rs. 3,50,000/- paid by the complainant towards the booking of the plot in the project of the respondent no.1. It needs to be noted that the all inclusive upfront consideration included the price of land in the fully developed project with all sorts of facilities, amenities and services, development, works, infrastructure, preferential location and all sort of charges and expenses, including all taxes/fees/charges/cess/levies etc which may be levied in connection with the development/construction of the project and payable by the respondent no.1/promoter up to the date of handing over of the plot to the complainant. The respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 300 sq. yards plot in the project of the respondent no.1. since, the booking was made by the complainant on 25.09.2006, the due date of possession of the plot, as per the assurances of respondent no.1 was 25.09.2009.

V. That despite specific assurances of respondent no.1 that it would soon allot a plot and execute an agreement, it miserably failed to do so. The respondent no.1

failed to perform the most fundamental obligation of the allotment which was to actually allot 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.1 and the fraud played by them is writ large.

VI. That the complainant requested respondent no.1 telephonically and by visiting the office of the respondent no.1 to update them about the date of allotment of the plot, execution of the plot buyer's agreement as well as the status of development of the residential colony in the project. It is pertinent to mention here that the respondent no.1 was approached by multiple allottees regarding the booking in the said project of the respondent no.1. Moreover, the said group of allottees were aggrieved by the defaults of the respondent no.1 in allotting a specific plot despite the payment of the sale consideration amount and thus had requested the respondent no.1 to abide by its obligations to allot a specific plot and execute a builder buyer agreement with the allottees. It is pertinent to mention here that the respondent no.2 accordingly on behalf of respondent no.1 issued allotment letter to certain allottees out of the said bunch of allottees. However, the respondent no.1 or 2 failed to allot a specific plot to the complainant despite the repeated requests and reminders.

VII. 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 and the same is evident from their 2-page (front page and its back) newspaper publication in the reputed national daily The Time of India, New Delhi on 06.10.2013.

VIII. That 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. Such a high pitch public broadcast of the project in a reputed national daily and assurances of the Ramprastha personnel further beguiled and misled the complainant into believing the Respondents representations and assurances.

IX. That over the year, the complainant met the representatives of respondent no.1 and 2 company on several occasions and made it clear to them that he is in dire need of the residential plot and he has paid his hard earned money and savings to buy the plot from the respondents. The respondent's no.1 and 2 yet again, with mala fide motives, gave an assurance that they would allot the plot to the complainant and would soon execute agreement. However, yet again, the assurances made by the respondents no.1 and 2 turned out to be false. No concrete steps were taken by the respondent's no.1 and 2 for allotment of the plot and handing over of its physical possession to the complainant. The respondent's no.1 and 2 kept on misleading the complainant by giving incorrect information and assurances that they would hand over the possession to the complainant very soon.

X. 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. The fact that the respondents no. 1 and 2 were in a completely dominant position, as they had demanded and already received upfront from the complainant the price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainant is evident from the conduct adopted by them in their dealings with the complainant.

XI. That the complainant vide several telephonic calls and multiple visits and meetings with the respondents no. 1 and 2 had enquired about the allotment of a specific plot and execution of the builder buyer agreement but to no avail. The respondent's no. 1 and 2 at every visit and meeting kept on assuring and promising the complainant that the needful would be done at the earliest as the same is in process of being done. It is pertinent to mention here that during the course of enquiry about the allotment and execution of the builder buyer agreement, the respondents no. 1 and 2 have failed to send any written communication or information or any sort of update whatsoever to the complainant.

XII. That the complainant has time and again requested the respondents to allot the specific plot in the project, execute the agreement and handover the possession of the plot allotted to the complainant. However, the respondents failed to respond to any of the genuine concerns raised by the complainant and the multiple requests made by him vide telephonic calls and by visiting the office of the respondents to get the possession of the plot were in vain, for which the respondents had demanded payment of the price and been paid upfront by the complainant.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):

I. Direct the respondents to demarcate and allot the plot in the project (300 square yards) to the complainant.

II. Direct the respondents to issue allotment letter and execute a plot buyer's agreement with the complainant

III. Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.

IV. Direct the respondents to execute a conveyance deed after completing the development and offering the possession to the complainant.

V. Direct the respondents not to charge from / have the complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 25.09.2009. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.

VI. Direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the respondents on the complainant, at the time of possession.

VII. Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.

VIII. Direct the respondents to pay to the complainant the interest/ delayed possession charges at the appliable rates under law. Since the complainant has already paid upfront the total price to the respondents and in view of the respondent's track record, direct them to pay forthwith to the complainant the interest/DPC in cash through banking channels here and now and not by way of any kind of set off.

IX. Direct the respondents to pay the complainant compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the complainant due to the respondents failure to allot and hand over the plot to the complainant on a timely basis and in pursuing proceedings in this behalf.

10. In ***Cr. Nos. 2735-2024, 2752-2024, 3826-2024, 3621-2024, 3487-2024, 3486-2024 and 4559-2024*** the respondent-promoters have failed to file a

reply despite several opportunities granted by the authority. It shows that the respondents are intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondents. **In CR no. 2735-2024 and 2752-2024**, the complainant claims that bookings have been allotted in sector 92, 93 and 95, but there is nothing on record which show that the respondent has issued any formal letter confirming the allotment in Sector 92, 93 and 95. It is crucial to note that the a letters dated 18.03.2009 placed on record by the complainant merely inform them that the respondent had obtained a Letter of Intent (LOI) for Sector 95 and they have launched prestigious residential group housing in sector 37D. However, there is not any allotment letter or a signed agreement, which provides clear details regarding the possession of the property and terms of sale. Since the complainant has only presented the LOI, which does not confer ownership or possession rights, these letters cannot be considered as evidence of an allotment.

D. Reply by the respondents.

11. The respondents have contested the complaint on the following grounds:

a. That the complainant has misused and abused the process of law by filing the captioned complaint that too on the basis of receipt dated 25.09.2006, which was issued only on the request of complainant towards tentative registration of plot in future potential project.

b. That neither does the receipt on which the complainant has sought to harp specifies any plot number, date of completion, or total consideration, but the same is even conspicuously silent on the details of the name of the project, the sector in which it is situated, and other vital details. The said receipt clearly

states that the receipt was issued against the tentative registration of a plot of land in the future potential project and hence by any stretch of the imagination does not constitute a binding contract that could be enforced for specific performance and hence the complainant has filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of 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.

c. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other grounds that the respondents have raised through the present reply. Pertinently, the receipts on which the complainant is placing reliance upon dates back to the year 2006, whereas the complaint has been filed in 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 complainant did not wish to pursue his alleged rights against the respondents for several years and chose to wake up from slumber much later in a frivolous attempt to have his alleged rights indicated.

d. That the respondents herein have not agreed to provide any service whatsoever to the complainant since the plans were not approved by the competent authority and the complainant have not provided any documents to prove that any such promise was ever made by the respondents. The complainant has voluntarily entrusted a sum of money so that they will get the first priority in case the development plans eventually get approved by the competent authority. That the respondents have never entered into any agreement with the complainant and neither promised any particular plot or location nor

promised any particular price or completion date to the complainant. Hence, there is no question of any breach by the respondents and no cause of action has accrued in favour of the complainant under the provisions of RERA, 2016. That the present complaint has been filed with *mala fide* intention and is an abuse of the process of this ld. authority which is evident from the prayers wherein the complainant had demanded hefty interest when there was no agreement between the complainant and the respondents 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 Real Estate (Regulation and Development) Act, 2016. The complainant is 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. That the complainant has filed the complaint claiming wrongful gains in the form of interest at the cost of the respondents when in reality there was no such understanding between the parties and there is no condition to attract the provisions of the Act. That the complainant had approached the respondents in the year 2006 showing an interest to participate in one of the future potential projects of the respondents. 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.

e. That the complainant had the option at all times to either claim refund of their money or let their money remain with the respondents 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 respondents, hence they cannot be allowed to claim interest which has no legal or contractual basis. It is submitted that the 2016 Act can come to the rescue of only genuine allottees and not speculative individuals like the complainant.

f. 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 respondents 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 respondents, giving rise to any claim for interest as alleged by the complainant. Hence, the complaint is liable to be dismissed with costs.

g. 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.

h. 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. That 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.

i. 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.

j. All other averments made in the complaint were denied too.

k. 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

12. 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

13. 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

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11***
>
> .....
>
> *(4) The promoter shall-*
>
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
>
> ***Section 34-Functions of the Authority:***
>
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the objections raised by the respondent.

F.I Objection regarding maintainability of complaint.

16. 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. 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.

17. 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:*

18. 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.

19. It is important to note that despite receipt of consideration of Rs. 03,50,000/- against the booked plot back in 2006, 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 and thus, the cause of action is continuing till date and recurring in nature.

20. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected

G. Findings on the relief sought by the complainant.

G. I Direct the Respondents to demarcate and allot the Plot in the Project (300 square yards) to the Complainant.

G.II.Direct the respondents to issue allotment letter and execute a Plot Buyer's Agreement with the Complainant

G.III Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.

G.IV Direct the respondents to pay to the complainant the interest/ delayed possession charges at the applicable rates under law. Since the complainant has already paid upfront the total price to the respondents and in view of the respondent's track record, direct them to pay forthwith to the complainant the interest/DPC in cash through banking channels here and now and not by way of any kind of set off.

21. The above mentioned reliefs no. G.I, G.II, G.III & F.IV as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.

22. The complainant had booked a plot admeasuring 300 sq. yards. in futuristic project of the respondent by paying an amount of Rs.03,50,000/-. On 25.09.2006, the respondent issued a payment receipt for the payment of Rs.03,50,000/--. It is important to note that no plot buyer agreement has been executed between the parties. The complainant has paid Rs.03,50,000/-- as booking amount to book a plot in the futuristic project in the year 2006 but no such plot number was allotted to him. Even no completion date, no basic price was mentioned in the receipt. Thus, in view of the foregoing facts the respondent who has accepted an amount of Rs.03,50,000/- since 2006 has been in custody of the money paid for allotment of the plots and has been enjoying benefits out of it.

23. Now the question before the authority is whether the receipt issued by the respondent/promoter falls within the definition of agreement, as per section 2(e) of The Contract Act, 1872 and which provides that:

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

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

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

25. There are a large number of cases coming to the notice of the authority wherein the builder had taken the whole or partial amount of money and only issued receipt against the allotment of a plot either in the exiting or in its upcoming project at Gurugram. Neither it issued any allotment letter nor executed any builder buyer's agreement. The holders of those receipt/allotments are harassed a lot to act on the basis of the documents issued by the developer and has to run here and there to initiate any civil or criminal action against the builder. Most of such cases relate to the period before the Act, 2016 came into existence. Infact, the very purpose of enacting the legislature was to address such malpractices and bring them to an end. After the enforcement of the Act of 2016, a promoter is obligated to comply with the provisions of the Act and follow the same while receiving any money against allotment of unit and execution of builder buyer agreement.

26. Further, the Hon'ble Punjab and Haryana High Court, Chandigarh in CWP No. 24591-2024 titled as M/s Ramprastha Developers Private Limited and Ors. and State of Haryana and Ors., the Hon'ble Court observed that the statutory meaning of "allottee" covers both actual and prospective allottees, in respect of ongoing or future projects. It specifically held that:

" 27 Though the learned counsel for the petitioners hass vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-33, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective spective projects, project and when evidently no prospective project have ever been floated at the instance of

the present petitioners, therebys at this stage, 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- à-vis 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', wherebys becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, therebys not only in respect of ongoing projects, but also in respect of projects to be launched in future... the present respondent but became a person/allottee in terms of Annexure P-3 he became promised to be made, the 18 of 19 Neutral Citation No:=2025:PHHC:019155-DB CWP-24591 24591-2024 allotments vis-a-vis vis projects to be undertaken in future, wherebys also the present respondent was a person/allottee person/allottee who would subsequently acquire acquir the subject project through sale or transfer thereofs being made in his favour "

27. The Hon'ble High Court concluded that the respondents, having paid consideration for a plot in a future potential project, fell within the statutory definition of allottee, despite the absence of a registered project.

28. In the complaint, the complainants intend to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by her as provided under the proviso to section 18(1) of the Act which 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."*

29. **Due date of possession:** As per the documents available on record, no BBA 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."*

30. In the instant case, the promoter has allotted a plot in its project vide receipt dated 25.09.2006. 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 25.09.2009.

31. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee(s) 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]*
>
> *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.

32. The legislature in its wisdom in the subordinate legislation under the 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.

33. 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., 27.05.2025 is 8.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

34. 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—

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 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;"

35. 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.

36. 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 25.09.2009. However, despite receipt of Rs. 03,50,000/- against the booked plot back in 2006, 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.

37. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 25.09.2009 till valid offer of possession after obtaining occupation

certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.

38. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 25.09.2009 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

39. It is submitted that the respondent-promoters — Ramprastha Promoter Private Limited, Ramprastha Developer Private Limited, Ramprastha Promoter and Developer Private Limited, and Ramprastha Estates Private Limited — though incorporated as separate legal entities, are in effect functioning as a single composite unit. A cursory review of the MCA master data clearly reveals that all these entities share the same registered address and use the same official email ID, i.e., compliances@ramprastha.com. These companies also share common chairpersons, managing directors, and authorised representatives, and they operate under a common branding and group identity. Such deliberate structuring appears to be a calculated attempt to mislead allottees by issuing allotment letters and executing agreements for sale under different company names, thereby evading legal responsibilities. This pattern of conduct amounts to an unfair trade practice and violates the principles of transparency, accountability, and good faith enshrined under the applicable legal framework. In view of the above facts and in line with the settled principle that no person can take advantage of their own wrong, it is evident that the respondents have used a façade of corporate separateness to shield themselves from liability. Therefore, all the respondent-promoters ought to be treated as a single entity,

and their liability must be construed as **joint and several** for all consequences arising from the present complaint.

40. In Cr no. ***3213 of 2024***, the complainant is the subsequent allottee. In cases where the complainant/subsequent allottee had endorsed after expiry of the due date of handing over possession, the authority is of the view that the subsequent allottee cannot be expected to wait for any uncertain length of time to take possession. Even such allottees are waiting for their promised flats and surely, they would be entitled to all the reliefs under this Act. It would no doubt be fair to assume that the subsequent allottee had knowledge of delay, however, to attribute knowledge that such delay would continue indefinitely, based on priori assumption, would not be justified. In cases where subsequent allottee had stepped into the shoes of original allottee after the expiry of due date of handing over possession and before the coming into force of the Act, the subsequent allottee shall be entitled to delayed possession charges w.e.f. the date of entering into the shoes of original allottee i.e. nomination letter or date of endorsement on the agreement, whichever is earlier. The following table concludes the time period for which the complainant-allottee is entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

S.no.	Complaint no.	Entitlement of delay possession charge from	Offer of possession	Period for which the complainant is entitled to DPC
1.	CR/3213/2024 (endorsed in favour of the complainant on 08.09.2020)	08.09.2020	Not offered	W.e.f. 08.09.2020 till actual handing over of possession or offer of possession plus 2 months after obtaining completion

				certificate/part completion certificate from the competent authority or, whichever is earlier

G.V To execute a conveyance deed as per section 17 of the Act, in favour of the Complainant.

G.VI Direct the respondents not to charge from / have the Complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 15.02.2010. The Respondents need to bear any additional cost towards the same or similar such outgoes or expenses

41. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

42. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable

G.VII Direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the Respondents on the Complainant, at the time of possession.

43. The complainant seeks a direction that the respondent should not charge any escalation cost or hidden charges, which are generally imposed by builders at

the time of possession. The Authority observes that the complainant has failed to provide any document regarding the escalation cost allegedly demanded by the respondent. However, since possession has not yet been offered, the complainant cannot assume that the respondent will impose such charges. Hence, no relief is granted at this stage. Nevertheless, the respondent is not permitted to charge any amount that is not part of the buyer's agreement.

G.VIII Direct the respondents to pay the complainant compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the complainant due to the respondents failure to allot and hand over the plot to the complainant on a timely basis and in pursuing proceedings in this behalf.

44. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors***. (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation 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 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.

H. Directions of the authority

45. 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 and deliver the possession of booked plot. In case, respondent promoter due to non-availability of plots is not able to allot and offer its possession to the complainant, he will be liable to make available to her a plot of the size, as booked, specifying the future upcoming project wherein specify plot number shall be provided in a specified time framed and execute builder buyer's agreement within a period of 30 days.

ii. The respondents are directed to pay delayed possession charges at the prescribed rate of interest i.e., 11.10% p.a. for every month of delay on the amount paid by the complainants to the respondents from the due date of possession 25.09.2009 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.

iii. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottees 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 allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.

iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoters which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act. The

benefit of grace period on account of Covid-19, shall be applicable to both the parties in the manner detailed herein above.

vi. The respondents shall not charge anything from the complainant which is not the part of the builder buyer's agreement.

46. This decision shall mutatis mutandis apply to cases mentioned in para 3 and 40 of this order.

47. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

48. Files be consigned to registry.

(Ashok Sangwan)
Member

(Vijay Kumar Goyal)
Member

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 27.05.2025