

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Order pronounced on: 29.07.2025

NAME OF THE BUILDER		M/s RAMPRASTHA PROMOTERS PRIVATE LIMITED
S. No.	Case No.	Case title
1.	2967-2024	CP Narang and Shashi Narang Vs Ramprastha developer Pvt. Ltd., Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd
2.	3111-2024	Naresh Kumar Modi and Shashi Modi Vs Ramprastha developer Pvt. Ltd. , Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd
3.	5420-2024	Rajender Puri Goswami Vs M/s Ramprastha Developers Pvt. Ltd. <i>and</i> M/s Ramprastha Promoters and Developers Pvt. Ltd <i>and</i> M/s Ramprastha Estate Pvt. Ltd.
4.	3477-2024	Puja Kumar Vs M/s Ramprastha Developers Pvt. Ltd. <i>and</i> M/s Ramprastha Promoters and Developers Pvt. Ltd <i>and</i> M/s Ramprastha Estate Pvt. Ltd.
5.	3458-2024	Naresh Sharma Vs M/s Ramprastha Developers Pvt. Ltd. <i>and</i> M/s Ramprastha Promoters and Developers Pvt. Ltd <i>and</i> M/s Ramprastha Estate Pvt. Ltd.
6.	4815-2024	Praveen Arya Vs M/s Ramprastha Developers Pvt. Ltd. <i>and</i> M/s Ramprastha Promoters and Developers Pvt. Ltd <i>and</i> M/s Ramprastha Estate Pvt. Ltd.

CORAM:

Shri Arun Kumar

Shri Ashok Sangwan

Chairman

Member

APPEARANCE:

Sh. Garvit Gupta (Advocate)

Complainants

Sh. Khush Kakra, Rajat Gupta
and Gaytri Mansa (Advocate)

Respondents

ORDER

1. This order shall dispose of the aforesaid 6 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 and the complainant(s) in the above referred matters are allottees of the project developed by the same respondent/promoter i.e., *M/s Ramprastha Developers Private Limited. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.* 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 delay possession charges and other reliefs.
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/Offe r of possession	Relief
1	CR/2967/2024 Case titled as CP Narang and	20.06.2012 (Page 32 of complaint)	No unit no. mentioned	20.06.2012 (page 33 of	NA	20.06.2015 (calculated as per fortune infrastrucur	OC- Not obtained	- DPC -Execute bba -allot plot.

	Shashi Narang VS Ramprastha Developers Private Limited, Ramprastha Promoters and Developers Private Limited & Ramprastha Estates Private Limited		Area: 250 sq.yds. (sector 92,93 and 95 as per allotment letter)	complaint)		e and ors. Vs. Trevor D'limo and ors)	OP: not offered A.P: Rs. 31,00,000/-	-execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
2	CR/3111/2024 Case titled as Naresh Kumar Modi and Shashi Modi VS Ramprastha Developers Private Limited, Ramprastha Promoters and Developers Private Limited & Ramprastha Estates Private Limited	25.05.2011 (Page 32 of complaint)	No unit no. mentioned Area: 250 sq.yds. (sector 92,93 and 95 as per allotment letter)	25.05.2011 (page 33 of complaint)	NA	25.05.2014	OC- Not obtained OP: not offered A.P: Rs. 10,00,000/-	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	CR/5420/2024 Case titled as Rajender Puri Goswami VS Ramprastha Developers Private	08.06.2006 (Page 31 of complaint)	No unit no. mentioned Area: 300 sq.yds.	12.08.2010 (page 32 of complaint)	NA	12.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development

	Limited, Ramprastha Promoters and Developers Private Limited & Ramprastha Estates Private Limited		(sector 92,93 and 95 as allotment letter)				A.P: Rs. 3,00,000/-	charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
4	CR/3477/2024 Case titled as Puja Kumar VS Ramprastha Developers Private Limited & Ramprastha Promoters and Developers Private Limited & Ramprastha Estate Private Limited	30.01.2007 (page 30 of complaint)	No unit no. mentioned Area: 200 sq.yds. (sector 92,93 and 95 As per allotment letter)	21.07.2010 (Page 31 of the complaint)	NA	21.07.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 5,00,000/-	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	CR/3458/2024 Case titled as Naresh Sharma VS Ramprastha Developers Private Limited & Ramprastha Promoters and Developers Private Limited & Ramprastha Estate	08.06.2006 (page 30 of complaint)	No unit no. mentioned Area: 200 sq.yds. (sector 92, 93 and 95 as per allotment letter)	10.08.2010 (Page 32 of the complaint)	NA	10.08.2013 (calculated as per fortune Infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 2,00,000/-	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

	Private Limited							
6	CR/4815/2024 Case titled as Praveen Arya VS Ramprastha Estates Private Limited Ramprastha Promoters and Developers Private Limited	25.05.2011 (page 31 of complaint)	No unit no. mentioned Area: 250 sq.yds. sector 92,93 and 95 as per allotment letter	25.05.2011	NA	25.05.2014 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 10,00,000/-	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 on account of violation of the allotment in respect of subject unit for not handing over the possession by the due date, seeking delayed possession charges and other reliefs.
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/2967/2024 CP Narang and Shashi Narang Vs. M/s Ramprastha Developers Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Ramprastha 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/2967/2024 CP Narang and Shashi Narang Vs. M/s Ramprastha Developers Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.

S. N.	Particulars	Details
1.	Name and location of the project	"Ramprastha City", Sector-92, 93 & 95, Gurugram.
2.	Nature of the project	Residential plotted colony
3.	DTCP License no. & validity status	44 of 2010 dated 09.06.2010 valid till 08.06.2016
4.	Name of licensee	Ramprastha Builders Pvt. Ltd. and 25 others
5.	Rera registered	Registered vide no. 13 of 2020 dated 05.06.2020 Valid upto 31.12.2024
6.	Date of receipt (issued by RDPL)	20.06.2012 (Page 32 of complaint)
7.	Date of provisional allotment	20.06.2012 (page 33 of complaint)
8.	Plot No.	Not mentioned
9.	Plot area admeasuring	250 sq.yds (page 32 of complaint)

10.	Date of builder buyer agreement	NA
11.	Possession Clause	NA
12.	Due date of possession	20.06.2015 (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 i.e. 20.06.2012)
13.	Payment Receipt	Rs. 31,00,000/- (page 32 of complaint)
14.	Basic sale price	NA
15.	Amount paid by the complainant	Rs. 31,00,000/- (page 31 of complaint)
16.	Occupation certificate/Completion certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint.

8. The complainant has made following submissions in the complaint:

- i. That respondent no.1 offered for sale plots in its upcoming project, Ramprastha City, a residential plotted colony within a gated community at Sectors- 92, 93 and 95 Gurugram comprising plots with world class layout, infrastructure, facilities, amenities and services , including club houses, shopping complexes, swimming pools, green and open areas, spas, health and

sports facilities with gated secure living conditions on a piece and parcel of land in Sectors- 92, 93 and 95 in Gurugram, Haryana (the “**Project**”). The Complainant received a marketing call from the office of respondent no.1 in the month of March 2006 for booking in this upcoming project of the respondent no.1. The complainant visited the sales gallery and consulted with the marketing staff and executives of respondent no.1. The marketing staff of respondent no.1 painted a very rosy picture of its upcoming residential plotted colony and made several representations with respect to the innumerable world class facilities to be provided by the respondent no.1 in their project. The marketing staff of the respondent no.1 also assured timely delivery of the plot. The respondent no.1 boasted of its reputation as a customer friendly builder who in the past have throughout acted strictly as per the terms of the regulations, laws and directions issued by the concerned authorities and delivered projects on a timely basis. It was represented by the respondent no.1 that it would be completely fair in their dealings with the complainant and would throughout adhere to their obligations. It was assured by the representatives of the respondent no.1 that the physical possession of the plot against the booking made by the complainant would be handed over within a span of 3 years from the date of the booking.

- ii. That the complainants, induced by the assurances and representations made by the respondent no.1, booked a residential plot for the personal use and of the family of the complainants in the project of the respondent no.1. The respondent no.1 informed the complainants that the size of the plot available with the respondent no.1 is of 250 sq. yards and its total consideration would be calculated at the rate of Rs. 12,400/- per sq. yards. On this basis the complainants booked a plot of 250 square yards in the project at Ramprastha

City, Sectors 92, 93 and 95, Gurugram, Haryana against the Total Price/sale consideration for the Plot of Rs. 31,00,000/- hereinafter the "Plot". It is pertinent to mention here that the respondent no.1 in order to convince the complainants to make a booking in the said project showed various documents and papers including the approvals, licenses, and ongoing communications with the authorities and joint ventures and collaborations with reputable organizations.

- iii. That the complainant were informed by respondent no.1 that a specific plot number shall be issued only after full and final payment of cost of the plot is deposited. Thus, the complainant based on the respondent's demand for the payment paid Rs. 31,00,000/- for the plot in the project. It is pertinent to mention here that the said payments were 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 total sale consideration amount/full consideration is paid.
- iv. That accordingly, respondent no.1 issued receipt no. 2407 dated 20.06.2012 signed by its director acknowledging the upfront payment of all inclusive total full consideration (defined below) for the plot of Rs. 31,00,000/- paid by the complainants 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 promoter up to the date of handing over of the plot to the. The respondent no.1

vide the said receipt categorically stated that the said payment is against the registration of 250 sq. yards plot in the project of the respondent no.1. Since, the booking was made by the complainants on 20.06.2012, the due date of possession of the plot, as per the assurances of respondent no.1 was 20.06.2015.

- v. That the respondent on the basis of the booking made by the complainant and only after the complete payment of Rs. 31,00,000/- made by the complainants, issued a provisional allotment letter dated 20.06.2012 confirming the allotment of a plot admeasuring 250 sq yards in the said project of the respondent no.1 in favour of the complainant. It is pertinent to mention here that the respondent failed to allot a specific plot to the complainant vide the said allotment letter and had stated that a specific plot shall be allotted to the complainant after the required approvals are received with respect to the zoning plans. It is submitted that the respondent no. 1 had failed to allot a specific plot despite lapse of almost 12 years from the date of booking.
- vi. That despite specific assurances of respondent no.1 that it would soon 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.
- vii. That the complainant were taken aback to note that it was not respondent no.2 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. 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 complainants into believing the respondents representations and assurances.

- viii. that over the year, the complainants met the representatives of respondent no.1 and 2 company on several occasions and made it clear to them that they are in dire need of the residential plot and they have paid their 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 complainants 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 respondents no.1 and 2 for allotment of the plot and handing over of its physical possession to the complainants. The respondents no.1 and 2 kept on misleading the complainants by giving incorrect information and assurances that they would hand over the possession to the complainants very soon.
- ix. That on account of substantial delay on the part of respondents no. 1 and 2, the complainants 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 complainants after allotment. However, no heed was paid to the legitimate request made by the complainants. 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 complainants the total price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainants is evident from the conduct adopted by them in their dealings with the complainants.

- x. That the complainant were in constant touch with the respondents no. 1 and 2 and was constantly assured by them that the procedure of allotment and handing over of possession was going on in full swing and the same would be done shortly. The respondents no. 1 and 2 after the enactment of Rera act, 2016 just to buy time started saying and continued to maintain over the period from 2016 upto now that the registration of the project under RERA was going on, this was time consuming, they had made the filings and were awaiting registration, which is a mandatory procedure and over which the respondents have no control as this is a regulatory process and under the purview of the government authorities, including the Authority. Thus, over these years the respondents have been misleading and keeping at bay unsuspecting buyers such as the complainant under the guise of the pending RERA registration of the project with the Authority.
- xi. That the complainant visited the office of the respondent in august 2023 and enquired about the status of completion of sale modalities. The representatives of the respondents informed the complainant that the registration of the project with the Authority was pending and upon its receipt, respondent no.1 or its relevant affiliate would complete all necessary formalities and paperwork for completion of the sale and hand over the possession of the plot. However, till date, such assurances of the respondents have not been complied with and the complainant after paying upfront the full

consideration for purchase of the plot in one go is left with no concrete answers. The conduct of the respondents clearly shows that they have no intention of dealing with the innocent allottees such as the complainant despite demanding and receiving upfront a substantial sum of money from them as the total price for the plot.

- xii. That the complainant went to the project site to meet the representatives of the respondents to enquire about the allotment and possession of the plot, but was shocked to see the development status. No development activities were going on at the project site and it was clear that the work was at standstill since long. The actual ground reality at the construction site was way different than what the respondent no.1 had claimed to the complainant regarding the completion of the project at the time of booking and thereafter and contrary to all prior assurances and representations of the respondents to the complainant.
- xiii. That the respondents filed an application for registering the project with the Authority on 19.09.2019. The said application is filed by an entirely different entity i.e., respondent no.3 and the material information, data and details in the said application, particularly financial information, details of pre-existing allottees/home buyers and status of infrastructure development completion in the project, are materially false, and involve material concealment/under reporting and padding up of data and figures; are full of gaps, inconsistencies and incomplete. It is pertinent to mention here the respondents vide the said application had shown an unsold inventory of 266 plots out of the total 628 plots in the mixed category and 161 plots in the EWS category on a land spreading across 128.594 acres. Furthermore, the respondents had been promoting the sale of the said unsold plots vide its website and in the

registration details submitted by it before the Authority, the respondents had proposed to complete the construction of the project by 31.12.2024. The respondents had further shown that the total expenditure done by it for the plots in question is to the tune of Rs. 18448.76/- lacs. However, on the other hand, despite receipt of all the approvals, as submitted by the respondents, during the process of issuance of registration certificate, the respondents had not complied with their obligations and had omitted to allot a specific plot out of the total available plots to the complainant. It is humbly submitted that the respondent should not be permitted to sell any of its unsold inventory in the said project till the time a specific plot is allotted and its possession is handed over to the complainant. It is pertinent to mention herein that the website of the respondents is not showing the actual status of the project in question and the same is in contravention to the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017. It is pertinent to mention herein that the website of the respondents is not showing the actual status of the project in question and the same is in contravention to the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

- xiv. That the respondents have misused and converted to their own use the huge hard-earned amounts received from the complainant in the project in a totally illegal and unprofessional manner and the respondents have been least bothered about allotment or execution of the agreement and handing over of possession of the plot in the project to the complainant. The complainant have been duped of their hard-earned money paid to the respondents regarding the plot in the project. The respondents have deliberately, mischievously, dishonestly and with malafide motives cheated and defrauded the

complainant. it is unambiguously clear that no force majeure is involved and that the respondents have just been sitting on the land and the project over these years.

- xv. That the respondent are enjoying the valuable amount of consideration paid by the complainant out of their hard-earned money and the complainant realizing the same, demanded delayed possession charges from the respondents. The respondents have in complete defiance of their obligations refused to allot the plot or execute the agreement and hand over the possession to the complainant along with delayed possession charges leaving them with no other option but to file the present complaint. Since respondents miserably failed in their obligations, hence the complainant are entitled to delayed possession charges at the rate prescribed as per the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 beside compensation for huge mental torture and misrepresentation.

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 to the complainant.
- II. Direct the respondents to 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 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 20.06.2015. 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 respondent to pay delayed possession charges at the applicable rates under law.
 - 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.
10. In all the above-mentioned complaints, respondent-promoter no.1 failed to file a reply despite several opportunities granted by the authority. It shows that the respondent no.1 is 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 ex-parte against the respondent no.1 in the above mentioned complaint.

D. Reply by the respondent.

11. The respondent has contested the complaint on the following grounds.
 - i. That the complainants has misused and abused the process of law by filing the captioned complaint that too on the basis of receipt dated 20.06.2012, which was issued only on the request of complainants towards tentative registration of plot in future potential project.

- ii. That that neither does the receipt on which the complainants 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 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 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.
- iii. 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 receipt on which the respondent is placing reliance upon dates back to the year 2012, whereas the complaint has been filed in 2024, evidently after a delay of 12 years. Neither any plausible explanation has been furnished by the respondent 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. In such circumstances, the Ld. Authority ought to dismiss the complaint with exemplary costs.
- iv. That it is submitted 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 Sectoral Plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.

- v. That the respondent herein has not agreed to provide any service whatsoever to the complainants 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 complainants 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 complainants and neither promised any particular plot or location nor promised any particular price or completion date to the complainants. Hence, there is no question of any breach by the respondent and no cause of action has accrued in favour of the complainants under the provisions of RERA, 2016. 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 complainants had demanded hefty interest when there was no agreement between the complainants 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 Real Estate (Regulation and Development) Act, 2016. The Complainants is very well aware of the fact that the money entrusted by the Complainants was not towards any booking or agreement but merely on the request of Complainants towards the tentative registration in the future projects. That the Complainants 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. That the Complainants had approached the respondent in the year 2012 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 complainants.

- vi. That the complainants had the option at all times to either claim a 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 complainants 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 complainants 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. It is submitted that the 2016 Act can come to the rescue of only genuine allottees and not speculative individuals like the complainants.
- vii. That the complainants fully being aware of the dynamic prospects of futuristic project which was indeterminate at the point of time when the complainants 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 complainants could be said to have been breached by the respondent, giving rise to any claim for interest as alleged by the complainants. Hence, the complaint is liable to be dismissed with costs.

- viii. 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.
- ix. All other averments made in the complaint were denied too.
- x. 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 2012. 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 as per proviso to section 3(1) of Act of 2016, ongoing projects on the date of commencement of this Act 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. The relevant part of the above Section is reproduced hereunder: -

3.(1)..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:

The project in question, namely, "Ramprastha City, Sector-92, 93 & 95, Gurugram" is a duly registered project, which was granted registration vide No. 13 of 2020 dated 05.06.2020. Further, no completion certificate has yet been obtained by the promoter-builder with regard to the concerned project.

18. It is important to note that despite receipt of consideration of Rs. 31,00,000/- against the booked plot back in 2012, 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.
19. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

F.II Date of approval of the revised/correct sectoral plan i.e. 01.09.2017 to be treated as Zero Period.

20. The respondent has contended that being aggrieved in respect 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*. Therefore, the period between the date when the license was issued by the department i.e. 28.12.2012 and the date of approval of the revised/correct sectoral plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.

21. The Authority observes that the present complaints have been filed with reference to developments and issues arising in Sector 92, 93 and 95. However, the respondent, in their submissions, has sought to raise objections based on an alleged discrepancy in the sectoral plan pertaining to Sector 37. It is pertinent to note that the grievances cited by the respondent do not directly relate to Sector 92, 93 and 95 which is the subject matter of the present complaints. Therefore, the objection raised by the respondent, with respect to treating the date of the revised or corrected sectoral plan as the zero period, is not tenable and is accordingly declined.

F.III Objection raised by respondent - Ramprastha Promoters and Developers Private Limited and respondent - Ramprastha Estates Private Limited for deletion of their name.

22. In *Cr no. 5420-2024, 4815-2024, 3477-2024, 3458-2024, and 3111-2024* the respondent no. 2 and 3 have taken the objection that the answering respondents have not issued the impugned RECEIPT and have no connection whatsoever with the issue of the said RECEIPT. That Respondent No. 1 and the answering respondents are separate and distinct legal entities. Copy of MCA data downloaded

from MCA Portal would reveal that the answering respondents have distinct CINs and are therefore not liable for the liabilities whether alleged or otherwise of respondent No. 1. That the Answering Respondents do not have agreement with Respondent No. 1 so far as the alleged RECEIPT is concerned. That in view of the aforesaid submissions, the answering Respondents herein deny each and every allegation levelled by the Complainant vide the Complaint. That the Respondents, by way of the present Preliminary Reply deny each averment of the Complaint being unsubstantiated, misleading, frivolous, contemptuous, and false.

23. In this regard, it is observed by the Authority 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 in collusion with each other 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 persons functioning in different capacities as 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.

G. Findings on the relief sought by the complainant

G.I Direct the respondents to demarcate and allot the plot in the project to the complainant.

G.II Direct the respondents to 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 respondent to pay delayed possession charges at the applicable rates under law

24. 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
25. The complainants have booked a plot admeasuring 250 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a payment of Rs.31,00,000/- vide receipt dated 20.06.2012. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved.
26. The Hon'ble Punjab and Haryana High Court, in CWP No. 24591-2024 titled as M/s Ramprastha Developers Private Limited and Ors. and State of Haryana and Ors., the 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 has 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 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 the subject project through sale or transfer thereof 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 present complaint, the complainant intends 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 handing over 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 provisional allotment letter dated 20.06.2012. 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 20.06.2015.
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%.

32. 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., **29.07.2025** is **8.90%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.90%** (**vide proceeding dated 29.07.2025, the rate of interest inadvertently recorded as 11.10%**).
33. 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.
34. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges
35. 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 20.06.2015. However, despite receipt of Rs. 31,00,000/- against the booked plot back in 2012, 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.

36. 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., 20.06.2015 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
37. 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 is established. As such, the complainants are entitled to delay possession charges at the prescribed rate of interest @10.90% p.a. w.e.f. 20.06.2015 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, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

G.V. Direct the respondents to execute a conveyance deed and offering the possession to 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 20.06.2015. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.

38. The above mentioned reliefs no. G.V & F.VI 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.
39. 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.
40. 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 to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.

41. As per Section 19(1) of the Act, the allottees are entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or rules and regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondent is directed to provide details i.e., actual area of the allotted unit in question to the complainant within a period of 30 days from the date of this order.

G.VIII 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

42. 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.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


43. 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.


44. 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 respondent/promoters are directed to allot a specific plot of 250 sq. yds in its project namely Ramprastha City, Sectors 92, 93 & 95, Gurugram and execute builder buyer's agreement within a period of 30 days.
- ii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iii. The respondents/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 20.06.2015 till actual handing over of possession or offer of possession plus two months after obtaining completion certificate/part completion certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- iv. The arrears of such interest accrued from 20.06.2015 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- vi. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.90% 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.
- vii. The respondents are 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.
45. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
46. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
47. Files be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.07.2025