

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM****Order pronounced on: 22.07.2025**

NAME OF THE BUILDER		M/s RAMPRASTHA PROMOTERS PRIVATE LIMITED
S. No.	Case No.	Case title
1.	3819-2024	Manish Jain and Ashish Jain Vs Ramprastha developer Pvt. Ltd., Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd
2.	3818-2024	Manish Jain and Ashish Jain Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited

**CORAM:**

Shri Arun Kumar

Shri Ashok Sangwan

**Chairman****Member****APPEARANCE:**

Sh. Garvit Gupta (Advocate)

Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Rajat Gupta (Advocates)

Complainants

Respondents

**ORDER**

1. This order shall dispose of the aforesaid 2 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 Promoters 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.

S.N	CR NO.	Date of receipt	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Offe r of possess ion	Relief
1	<b>3819-2024</b> Manish jain and Aashish Jain Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	30.01.2007 (by RDPL in favour of the original allottee)  <i>Affidavits are on record that complainant s are legal heir of the original allottee</i>	No unit no. mentioned  <b>Area:</b> 200 sq.yds.  (sector 92,93 and 95)	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. 2,00,000/-  TSC: Rs. 2,00,000/-	DPC -Execute bba -allot plot -execute conveyance ded - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise compensation
2	<b>3818-2024</b> Manish Jain and Ashish Jain Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and	24.12.2009 (by RDPL in favour of the original allottee)  <i>Affidavits are on record that complainant s are legal heir of the</i>	No unit no. mentioned  <b>Area:</b> 200 sq.yds.  (sector 92,93 and 95)	NA	NA	24.12.2012 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered  A.P: Rs. 1,10,000/-	DPC -Execute bba -allot plot -execute conveyance ded - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise

ramprastha developed private limited	original allottee					TSC: Rs. 1,10,00 0/-	-compensation
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3. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking delayed possession charges and other reliefs.

4. 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.

5. 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/3819/2024 Manish Jain and Ashish Jain And M/s Ramprastha Promoters and Developers Pvt. Ltd. And 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.

6. 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/3819/2024 Manish Jain and Ashish Jain Vs. M/s Ramprastha Promoters Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.**

S. N.	Particulars	Details
1.	Name of the project	Ramprastha City, Sectors 92, 93 & 95, Gurugram

	RERA Registered	Registered
2.	Project area	NA
3.	Plot no.	N.A.
4.	Unit area admeasuring	200 sq. Yds. (Page no. 29 of the complaint)
5.	Date of receipt in favour of the original allottee	30.01.2007 (page 29 of complaint)
6.	Letter w.r.t receiving of full and final payment issued by the complainant	31.07.2018 (Page no. 32 of the complaint)
7.	Date of execution of plot buyer's agreement	N.A.
8.	Possession clause	N.A.
9.	Due date of possession	Cannot be ascertained
10.	Basic price of the plot	N.A.
11.	Amount paid by the complainants	Rs.2,00,000/- [As per receipt information at page no. 29 of the complaint]
12.	Total Sale consideration	Rs. 2,00,000/-
13.	OC/CC	Not obtained
14.	Offer of possession	Not offered

### **B. Facts of the complaint.**

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

- That unfortunately, the Original allottee Jagdish Pershad Jain expired on 07.07.2024 leaving behind his legal heirs Mr. Ashish Jain (his son) and Mr Manish Jain (his son).
- 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 October 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.

- iii. That the original allottee, 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 original allottee in the Project of the Respondent no.1. The respondent no.1 informed the original allottee that the size of the plot available with the respondent no.1 is of 200 sq. yards. On this basis the original allottee booked a plot of 200 square yards in the project at



Ramprastha City, Sectors 92, 93 and 95, Gurugram, Haryana and paid Rs. 2,00,000/- for the "**Plot**". It is pertinent to mention here that the respondent no.1 in order to convince the original allottee 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.

- iv. 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. 2,00,000/- 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.
- v. That Accordingly, respondent no.1 issued receipt no. 1165 dated 30.01.2007 signed by its director acknowledging the upfront payment of all inclusive paid by the original allottee 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 original allottee. The Respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 200 sq. yards plot in the Project of the Respondent no.1. Since, the booking was made by the original allottee on

30.01.2007, the due date of possession of the Plot, as per the assurances of Respondent no.1 was 30.01.2010.

- 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.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. The complainant met the respondents to check this discrepancy and ensure that the new bookings by respondents had no bearing on their original plot bookings made 7 years back 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
- viii. 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.

- ix. 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.
- x. 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.

- xi. 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.

- xii. 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.
- xiii. 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**

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

- I. Direct the respondents to demarcate and allot the plot in the project (200 square yards) 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 14.01.2015. 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.

9. In **CR NO. 3819-2024, 3818-2024**, the respondent-promoter no.1 has 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 the ex-parte against the respondent no.1.

**D. Reply by the respondent no. 2 and 3.**

10. The respondent no. 2 and 3 have 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 30.01.2007, which was issued only on the request of complainants towards tentative registration of plot in future potential project.
  - ii. That the **receipt** based on which the present complaint has been filed has **NOT** been issued by the answering respondents. Hence, the present complaint is not maintainable at all against the answering respondents and hence, respondents no. 2 and 3 deserve to be deleted from the array of parties under the principles of order 1 Rule 10 of the Code of Civil Procedure, 1908.
  - iii. That it is pertinent to mention here that the present complaint is a sheer abuse of the process of this hon'ble court as it has been filed to seek a remedy in the absence of any corresponding vested right. The complainant neither an allottee qua the answering respondents nor there is any agreement with answering respondents that can sought to be enforced by the complainant by invoking the provisions of the Real Estate (Regulation and Development) Act, 2016.
  - iv. It may be pertinent to mention here that neither does the receipt on which the complainant has sought to harp makes any reference to the answering

respondents nor specifies any understanding with the answering respondents with respect to any plot number, date of completion or total consideration. The RECEIPT is conspicuously silent on the details of the name of the Project, the Sector in which it is situated, and other vital details. The said receipts clearly state that the receipt was issued by respondent no. 1. Hence by any stretch of the imagination such a RECEIPT is not legally enforceable against the Answering Respondents 2 and 3 and hence, relief of specific performance is not available against the answering respondents.

- v. That at the threshold, it is submitted that there is no averment of any cause of action against the answering respondents in the complaint. No action has been shown to have arisen against the Answering respondents. Further, there is no cause of action whatsoever that can be considered to be within the period of limitation. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other preliminary grounds that the answering respondents have raised through the present reply. In such circumstances, the Authority ought to dismiss the complaint with exemplary costs.
- vi. All other averments made in the complaint were denied too.
- vii. 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**

- 11. 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.**

- 12. 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.**

13. 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.*

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

15. 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 2007. 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.

16. 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:*

17. 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. 2,00,000/- against the booked plot back in 2007, 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 Objection raised by respondent - Ramprastha Promoters and Developers Private Limited and respondent - Ramprastha Estates Private Limited for deletion of their name**

20. In the above mentioned complaints, 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.
21. 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 (200 square yards) 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**

22. 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
23. The complainants have booked a plot admeasuring 200 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.2,00,000/- vide receipt dated 14.01.2012. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved. It is important to note that the respondent sent a letter dated 31.07.2028 for confirming having received full and final basic sale price against the subject unit.



24. 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 have 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, thereby 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 the locus standi of the present respondent to institute the subject complaints. The reason being that, when within the ambit of the statutory meaning assigned to an 'allottee', whereby becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, thereby not only in respect of ongoing projects, but also in respect of projects to be launched in future... 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 projects to be undertaken in future, whereby 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.*

25. 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
26. 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."*

27. **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."*

28. In the instant case, the promoter has allotted a plot in its project vide receipt dated 30.01.2007. 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 30.01.2010.
29. **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%.*

30. 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.
31. 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., 22.07.2025 is 8.90%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.90% **(vide proceeding dated 22.07.2025, the rate of interest inadvertently recorded as 11.10%)**.
32. 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.
33. 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
34. 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 30.01.2010. However, despite receipt of Rs. 2,00,000/- against the booked plot back in 2007, 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.

35. 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., 30.01.2010 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
36. 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. 30.01.2010 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.

37. In anove mentioned complaints, the complainants are the legal heir of the original allottee. The affidavit have been placed on record by the complainants. Therefore, the respondent is directed to execute buyer agreement and register the conveyance deed in favour of the legal heirs of the deceased allottee on submission of requisite documents as per applicable local laws.

**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 14.01.2015. 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.

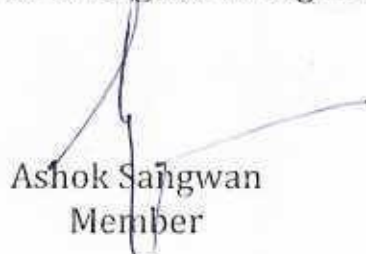
**H.Directions of the authority.**

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. In Cr. No. 3818-2024, 3819-2024, the respondents are directed to execute buyer agreement and register the conveyance deed in favour of the legal heirs of the deceased allottee on submission of requisite documents as per applicable local laws.
- ii. The respondent/promoters are directed to allot a specific plot of 200 sq. yds in its project namely Ramprastha City, Sectors 92, 93 & 95, Gurugram and execute buyer's agreement within a period of 30 days.
- iii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iv. The respondent/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., 30.01.2010 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.
- v. The arrears of such interest accrued from 30.10.2010 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- vi. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - vii. 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.
  - viii. 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 2 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: 22.07.2025