

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

Date of decision: 29.07.2025

Name of the builder		Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	
PROJECT NAME		No project	
S. No.	Case No.	Case title	Appearance
1.	CR/4893/2024	Ishwar Das Khetwani, Prajesh Khetwani and Bhavya Jeswani Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Rajat Gupta Advocates (Respondents)
2.	CR/4892/2024	Bharti Khetwani Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Rajat Gupta Advocates (Respondents)
3	CR/4889/2024	Sanya Khetwani Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Garvit Gupta Advocate (complainants) Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Rajat Gupta Advocates (Respondents)

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member**

ORDER

1. This order shall dispose of the aforesaid 3 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature. The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delayed possession charges and other charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S.N	CR NO.	Date of acknowledgment letter	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Offer of possession	Relief
1	CR/4893/2024 Case titled as Ishwar Dass Khetwani Prajesh Khetwani and Bhavya Jeswani VS Ramprastha Developers	18.03.2009 (Page 34 of complaint) (issued by RDPL in favour of Hardevi Khetwani who expired on 09.03.2020,	No unit no. mentioned Area: 250 sq.yds.	NA	NA	18.03.2012 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 3,00,000/-	- Direct the respondent to endorse the booking in favour of the complainant. -DPC -Execute bba -allot plot -execute conveyance deed

	Private Limited & Ramprastha Promoters and Developers Private Limited & Ramparstha Estate Private Limited	complainant s are the legal heirs)						- handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
2	CR/4892/2024 Case titled as Bharti Khetwani VS Ramprastha Developers Private Limited & Ramprastha Promoters and Developers Private Limited & Ramparstha Estate Private Limited	18.03.2009 (Page 30 of complaint)	No unit no. mentioned Area: 200 sq.yds.	NA	NA	18.03.2012	OC- Not obtained OP: not offered A.P: Rs. 3,00,000/-	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/4889/2024 Case titled as Sanya Khetwani VS Ramprastha Developers Private Limited &	18.03.2009 (Page 31 of complaint)	No unit no. mentioned Area: 200 sq.yds.	NA	NA	18.03.2012 (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 charges and

Ramprastha Promoters and Developers Private Limited & Ramprastha Estate Private Limited							A.P: Rs. 3,00,00 0/-	stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
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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/4892/2024 titled as Sunil Taneja Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & 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

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/4892/2024 titled as Sunil Taneja Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & M/s Ramprastha Estate Pvt Ltd.

S. N.	Particulars	Details
1.	Name and location of the project	NA
2.	Nature of the project	NA
3.	DTCP License no. & validity status	NA
4.	Name of licensee	NA
5.	Rera registered	NA
6.	Date of Acknowledgement letter (issued by RDPL)	18.03.2009 (Page 30 of complaint)
7.	Plot No.	Not mentioned
8.	Plot area admeasuring	200 sq.yds (page 30 of complaint)
9.	Date of builder buyer agreement	NA
10.	Possession Clause	NA
11.	Due date of possession	18.03.2012 (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 booking letter i.e. 18.03.2009)
12.	Basic sale price	NA

13.	Amount paid by the complainant as per acknowledgement letter	Rs. 3,00,000/- (page 30 of complaint)
14.	Occupation certificate/Completion certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

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

- I. That the present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulations and Development) Act, 2016 read with Rule 28 Haryana Real Estate (Regulation & Development) Rules, 2017 seeking relief in respect of the lapses, defaults and unjust and unfair trade practices on the part of the Respondents.
- II. That name of Bharti Khetwani has been wrongly mentioned as Bharti Keswani in letter dated 18.03.2009 issued by M/s Ramprastha Developers Pvt. Ltd. It is clarified that for all purposes of the allotment by the said letter and any other document, Bharti Keswani and Bharti Khetwani both are same persons. Affidavit pertaining to the same is attached along with the present complaint.
- III. 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 July, 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.

- IV. That the complainant, 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 complainant in the project of the respondent no.1. The respondent no.1 informed the complainant that the size of the plot available with the respondent no.1 is of 200 sq. yards and its total consideration would be calculated at the rate of Rs. 1500/- per sq. yards. On this basis the complainant booked a plot of 200 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. 3,00,000/-, hereinafter the "**Plot**". It is pertinent to mention here that the respondent no.1 in order to convince the complainant 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.

- V. That the complainant was informed by respondent no.1 that a specific plot number shall be issued only after full and final payment of cost of the plot is deposited. Thus, the complainant based on the respondent's demand for upfront payment of the all-inclusive total, full and final sale consideration amount of Rs. 3,00,000/- 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.
- VI. That accordingly, respondent no.1 issued receipt no. 106 signed by its director acknowledging the upfront payment of Rs. 3,00,000/- paid by the complainant towards the booking of the plot in the project of the respondent no.1. It needs to be noted that the all inclusive upfront consideration included the price of land in the fully developed project with all sorts of facilities, amenities and services, development, works, infrastructure, preferential location and all sort of charges and expenses, including all taxes/fees/charges/cess/levies etc which may be levied in connection with the development/construction of the project and payable by the respondent promoter up to the date of handing over of the plot to the complainant. The respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 200 sq. yards plot in the project of the respondent no.1.
- VII. That the respondent on the basis of the booking made by the complainant and only after the complete payment of Rs. 3,00,000/- made by the Complainant, issued a letter dated 18.03.2009 confirming the allotment of a plot admeasuring 200 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 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. Although, the receipt bearing no. 106 was issued much before, the due date of possession as promised i.e 3 years from the date of booking, was 18.03.2012, if calculated from 18.03.2009 i.e the date of issuance of the letter by Respondent no.1. It is submitted that the respondent no. 1 had failed to allot a specific plot despite lapse of almost 15 years from the date of booking.

- VIII. 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.
- IX. That the complainant requested respondent no.1 telephonically and by visiting the office of the respondent no.1 to update them about the date of allotment of the plot, execution of the plot buyer's agreement as well as the status of development of the residential colony in the project. It is pertinent to mention here that the respondent no.1 was approached by multiple allottees regarding the booking in the said project of the respondent no.1. Moreover, the said group of allottees were aggrieved by the defaults of the respondent no.1 in allotting a specific plot despite the payment of the sale consideration amount and thus had requested the respondent no.1 to abide by its obligations to allot a specific plot and execute a builder buyer agreement with the allottees.
- X. That the complainant was taken aback to note that it was not respondent no.1 but respondent no.2 who was now publicizing the project in question by inviting general public to make a booking and the same is evident from their 2-page

(front page and its back) newspaper publication in the reputed national daily The Time of India, New Delhi on 06.10.2013.

- XI. That the complainant met the respondents to check this discrepancy, but they assuaged their doubts by saying that the respondent entities were related parties /affiliates of Ramprastha Group and it was normal for big ticket projects to be channelized through multiple affiliates and group companies. Such a high pitch public broadcast of the project in a reputed national daily and assurances of the Ramprastha personnel further beguiled and misled the complainant into believing the Respondents representations and assurances.
- XII. That over the year, the complainant met the representatives of respondent no.1 and 2 company on several occasions and made it clear to them that he is in dire need of the residential plot and he has paid his hard earned money and savings to buy the plot from the respondents. The respondent's no.1 and 2 yet again, with mala fide motives, gave an assurance that they would allot the plot to the complainant and would soon execute agreement. However, yet again, the assurances made by the respondents no.1 and 2 turned out to be false. No concrete steps were taken by the respondent's no.1 and 2 for allotment of the plot and handing over of its physical possession to the complainant. The respondent's no.1 and 2 kept on misleading the complainant by giving incorrect information and assurances that they would hand over the possession to the complainant very soon.
- XIII. That on account of substantial delay on the part of respondents no. 1 and 2, the complainant vide several telephonic follow ups, conversations and in person meetings reminded respondents no. 1 and 2 of the obligations of execution of the buyer's agreement and handover the physical possession of the plot to the complainant after allotment. However, no heed was paid to the legitimate request made by the complainant. The fact that the respondents no. 1 and 2 were

in a completely dominant position, as they had demanded and already received upfront from the complainant the price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainant is evident from the conduct adopted by them in their dealings with the complainant.

- XIV. That the complainant vide several telephonic calls and multiple visits and meetings with the respondents no. 1 and 2 had enquired about the allotment of a specific plot and execution of the builder buyer agreement but to no avail. The respondent's no. 1 and 2 at every visit and meeting kept on assuring and promising the complainant that the needful would be done at the earliest as the same is in process of being done. It is pertinent to mention here that during the course of enquiry about the allotment and execution of the builder buyer agreement, the respondents no. 1 and 2 have failed to send any written communication or information or any sort of update whatsoever to the complainant.
- XV. That the complainant has time and again requested the respondents to allot the specific plot in the project, execute the agreement and handover the possession of the plot allotted to the complainant. However, the respondents failed to respond to any of the genuine concerns raised by the complainant and the multiple requests made by him vide telephonic calls and by visiting the office of the respondents to get the possession of the plot were in vain, for which the respondents had demanded payment of the price and been paid upfront by the complainant.

C. Relief sought by the complainant

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 issue allotment letter and execute a plot buyer's agreement with the complainant
- III. Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.
- IV. Direct the respondents to execute a conveyance deed after completing the development and offering the possession to the complainant.
- V. Direct the respondents not to charge from / have the complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 18.03.2012. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.
- VI. Direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the respondents on the complainant, at the time of possession.
- VII. Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.
- VIII. Direct the respondents to pay to the complainant the interest/ delayed possession charges at the applicable rates under law. Since the complainant has already paid upfront the total price to the respondents and in view of the respondent's track record, direct them to pay forthwith to the complainant the interest/DPC in cash through banking channels here and now and not by way of any kind of set off.
- 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.

9. In all the above mentioned complaints, the respondent-promoter no.1 has failed to file a reply despite several opportunities granted by the authority. It shows that the respondents are intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondent no.1. Further, the complainant claims that bookings have been allotted in sector 92, 93 and 95, but there is nothing on record which show that the respondent has issued any formal letter confirming the allotment in Sector 92, 93 and 95. It is crucial to note that the a letters dated 18.03.2009 placed on record by the complainant merely inform them that the respondent had obtained a Letter of Intent (LOI) for Sector 95 and they have launched prestigious residential group housing in sector 37D. However, there is not any allotment letter or a signed agreement, which provides clear details regarding the possession of the property and terms of sale. Since the complainant has only presented the LOI, which does not confer ownership or possession rights, this letter cannot be considered as evidence of an allotment.

D. Reply by the respondent no. 2 & 3.

10. The respondents have contested the complaint on the following grounds:
- That the **supposed Letter** 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 respondent and hence, respondents no. 3 deserves to be deleted from the array of parties under the principles of order 1 Rule 10 of the Code of Civil Procedure, 1908. That each and every allegation, averment, and statement made in the complaint is denied.

- b. That it is pertinent to mention here that the present complaint is a sheer abuse of the process of the 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 respondent nor there is any agreement with answering respondent that can sought to be enforced by the complainant by invoking the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as '**2016 Act**').
- c. That the answering respondent herein has filed a separate application under the principles of Order 1 Rule 10 of the Code of Civil Procedure, 1908 seeking deletion of Respondent no. 3 from the array of parties. The contents therein may be treated as part and parcel herein and the same is not repeated herein for the sake of brevity.
- d. That the complainant has misused and abused the process of law by filing the captioned complaint that too on the basis of the supposed receipt, which was *allegedly* issued towards tentative registration of plot in future project of the arrayed respondent no. 1. that no such receipt has been annexed in the complaint itself.
- e. That neither does the letter dated 18.03.2009 on which the complainant has sought to harp makes any reference to the answering respondent nor specifies any understanding with the answering respondent with respect to any plot number, date of completion or total consideration. The letter dated 18.03.2009 (*annexed as Annexure C1 of the Complaint*) is conspicuously silent on the details of the name of the project, and other vital details. The said letter clearly state that the receipt was issued by respondent no. 1. hence by any stretch of the imagination such a *supposed* RECEIPT is not legally enforceable against the answering respondents and hence, a relief of specific performance is not available against the answering respondent.

- f. That the complainant has filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of plot along with execution of plot buyer agreement knowing well that such relief are not tenable in law not only in view of the provisions of the 2016 Act but also in view of the provisions of Specific Relief Act, 1860 and the law of limitation.
- g. That that there is no averment of any cause of action against the Answering Respondent in the Complaint. No action has been shown to have arisen against the Answering Respondent. 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.
- h. All other averments made in the complaint were denied too.
- i. 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 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 2009. 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 project in question is an ongoing project, and the respondent/promoter has failed to apply and obtaining the CC/part CC till date. As per proviso to section 3 of Act of 2016, ongoing projects on the date of this Act for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act and the relevant part of the Act is reproduced hereunder: -

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

17. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.
18. It is important to note that despite acknowledgement letter of acceptance of consideration of Rs. 03,00,000/- against the booked plot back in 2009, 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 above all the mentioned complaint, the respondent no. 2 and 3 have taken the objection that the answering respondents have not issued the impugned acknowledgement letter and have no connection whatsoever with the issue of the said acknowledgement letter.
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 to the Complainant.

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

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

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

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 complainant had booked a plot admeasuring 200 sq. yards. in project of the respondent by paying an amount of Rs.03,00,000/-. On 18.03.2009, the respondent issued an acknowledgement letter of receiving the payment of Rs. 3,00,000/- for residential plot of 200 sq.yds.. It is important to note that no plot buyer agreement has been executed between the parties. The complainant has paid Rs.03,00,000/- in the project of the respondents in the year 2009 but no such plot number was allotted to him. Even no completion date, no basic price

was mentioned in the receipt. Thus, in view of the foregoing facts the respondent who has accepted an amount of Rs.03,00,000/- since 2009 has been in custody of the money paid for allotment of the plots and has been enjoying benefits out of it.

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

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

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

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

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

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

"27 Though the learned counsel for the petitioners 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', thereby 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, thereby 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"

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

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

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

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

"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."

31. In the instant case, the promoter has allotted a plot in its project vide acknowledgement letter dated 18.03.2009. 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 18.03.2012.
32. **Admissibility of delay possession charges at prescribed rate of interest:**
The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee(s) does not intend to withdraw from

the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

33. 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.
34. 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%)**.
35. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

36. 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 the complainant in case of delayed possession charges.
37. 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 18.03.2012. However, despite acknowledgement letter of receiving amount of Rs. 03,00,000/- against the booked plot back in 2009, 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.

38. 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., 18.03.2012 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.
39. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 18.03.2012 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
40. In Cr no. **4893 of 2024**, the complainants are the legal heir of the deceased Hardevi Khetwani who passed away on 09.03.2020. The death certificate issued by North Delhi Municipal Corporation and surviving member certificate issued by Revenue Department, Govt. of NGT of Delhi, have been placed on record. 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 To execute a conveyance deed as per section 17 of the Act, in favour of the Complainant.

G.VI Direct the respondents not to charge from / have the Complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 18.03.2012. The Respondents need to bear any additional cost towards the same or similar such outgoes or expenses

41. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
42. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable

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

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

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

44. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

H. Directions of the authority

45. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondents are directed to allot and deliver the possession of booked plot. In case, respondent promoter due to non-availability of plots is not able to allot and offer its possession to the complainant, he will be liable to make available to her a plot of the size, as booked, specifying the future upcoming project wherein specify plot number

shall be provided in a specified time framed and execute builder buyer's agreement within a period of 30 days.

- ii. The respondents are directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.90% p.a. for every month of delay on the amount paid by the complainant to the respondents from the due date of possession 18.03.2012 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
- iii. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iv. The complainant are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act. The benefit of grace period on account of Covid-19, shall be applicable to both the parties in the manner detailed herein above.
- vi. The respondents shall not charge anything from the complainant which is not the part of the builder buyer's agreement.

vii. In Cr. No. 4893-2024, 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.

46. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
47. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
48. Files be consigned to registry.

(Ashok Sangwan)
Member

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.07.2025