

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

Date of decision: 27.05.2025

Name of the builder		Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	
PROJECT NAME		No project	
S. No.	Case No.	Case title	Appearance
1.	CR/1374/2024	Neeta Agarwal and Urvi Agarwal 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) Sh. Khush Kakra, Rajat Gupta and Gaytri Mansa (Advocate) (Respondents)
2.	CR/1389/2024	Neeta Agarwal and KC Agarwal 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) Sh. Khush Kakra, Rajat Gupta and Gaytri Mansa (Advocate) (Respondents)

CORAM:

Shri Arun Kumar
Shri Vijay Kumar Goyal
Shri Ashok Sangwan

Chairman
Member
Member

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. The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delayed possession charges and other charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S.N	CR NO.	Date of receipt	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Officer of possession	Relief
1	1374-2024 Neeta Agarwal and Urvi Agarwal Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	17.08.2010 (RDPL)	No unit no. mentioned Area: 600 sq.yds.	NA	NA	17.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered A.P: Rs. 72,00,000/-	- DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
2	1389-2024 Neeta Agarwal and	17.08.2010 (RDPL)	No unit no.	NA	NA	17.08.2013 (calculated as per fortune	OC- Not obtained	- DPC -Execute bba -allot plot

KC Agarwal Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	mentioned	Area: 606 sq.yds.	infrastructure and ors. Vs. Trevor D'limo and ors)	OP: not offered A.P: Rs. 72,00,000/-	-execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
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4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter for not handing over the possession by the due date, seeking delayed possession charges and other charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/1374/2024 titled as Neeta Agarwal and Urvi Agarwal Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & M/s Rampratsha Estate Pvt Ltd** . are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

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

CR/1374/2024 titled as Neeta Agarwal and Urvi Agarwal Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & M/s Rampratsha Estate Pvt Ltd.

S. N.	Particulars	Details
1.	Name of the project	NA
2.	Project area	NA
3.	Nature of the project	Group Housing
4.	RERA Registered/ not registered	NA
5.	Date of Receipt	17.08.2010 (page 37 of complaint)
6	Unit Area	600 sq.yds.
7	Possession clause	NA
8	Due date of possession	17.08.2013 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)
9	Basic sale consideration	NA

10	Amount paid by the complainants	Rs. 72,00,000/- (as per receipt dated 17.08.2010)
11	Occupation Certificate/Completion Certificate	Not obtained

B. Facts of the complaint

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

- I. That the present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulations and Development) Act, 2016 read with Rule 28 Haryana Real Estate (Regulation & Development) Rules, 2017 seeking relief in respect of the lapses, defaults and unjust and unfair trade practices on the part of the Respondents.
- II. That the complainants, induced by the assurances and representations made by the respondent no.1, booked a residential plot for the personal use and of the family of the complainants in the project of the respondent no.1. the respondent no.1 informed the complainants that the size of the plot available with the respondent no.1 is of 600 sq. yards North East Park Facing and its total consideration would be calculated at the rate of Rs. 12,000/- per sq. yards. On this basis the complainants booked a plot of 600 square yards North East Park Facing in the Project at Ramprastha City, Sector 37 D, Gurugram, Haryana against the Total Price/sale consideration for the Plot of Rs. 72,00,000/- (Rupees Seventy Two Lakhs), hereinafter the "**Plot**". It is pertinent to mention here that the Respondent no.1 in order to convince the complainants to make a booking in the said project showed various documents and papers including the approvals, licenses, and ongoing communications with the authorities and joint ventures and collaborations with reputable organizations such as Deutsche Bank wherein

it was informed to the Complainants that Deutsche Bank had picked 40% stake in the Respondent/Ramprastha Group and that the same was widely reported in Economic Times on 29.03.2008. The complainants were in a dire need of the said plot and solely based on the respondents' assurances and representations booked the plot in the said project and accordingly signed the booking application form dated 23.07.2010.

- III. That the complainants 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 complainants based on the respondent's demand for upfront payment of the all-inclusive total, full and final sale consideration amount of Rs. 72,00,000/- for the plot in the project, made the payments to the respondent of Rs 10,00,000/- on 23.07.2010 vide cheque no. 624999, Rs 2,00,000/- on 31.07.2010 vide cheque no. 605279 and Rs 60,00,000/- on 31.07.2010 vide cheque no. 385591 drawn of various banks. It is pertinent to mention here that the said payments were made by the complainants 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 complainants only after the total sale consideration amount/full consideration is paid.
- IV. That respondent no.1 issued receipt no. 1834 dated 17.08.2010 signed by its director, Mr. Saurabh Rana, acknowledging the upfront payment of Rs. 72,00,000/- 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

no.1/promoter up to the date of handing over of the plot to the complainant. The respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 600 sq. yards plot in the project of the respondent no.1. since, the booking was made by the complainants on 23.07.2010, the due date of possession of the plot, as per the assurances of respondent no.1 was 23.07.2013.

- V. That despite specific assurances of respondent no.1 that it would soon allot a plot and execute an agreement, it miserably failed to do so. The respondent no.1 failed to perform the most fundamental obligation of the allotment which was to actually allot the plot to the complainants against the full upfront consideration received by it, which in the present case has been delayed for an extremely long period of time. The failure of the respondent no.1 and the fraud played by them is writ large.
- VI. That the complainants 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. The complainants even sent a letter dated 01.03.2013 to respondent no.1 to inform it about the change of address in order to ensure that all communications pertaining to the plot booked are received by her.
- VII. That the complainant was taken aback to note that it was not respondent no.1 but respondent no.2 who was now publicizing the project in question by inviting general public to make a booking and the same is evident from their 2-page (front page and its back) newspaper publication in the reputed national daily The Time of India, New Delhi on 06.10.2013.
- VIII. That the complainants met the respondents to check this discrepancy, but they assuaged their doubts by saying that the respondent entities were related

parties /affiliates of Ramprastha Group and it was normal for big ticket projects to be channelized through multiple affiliates and group companies. Such a high pitch public broadcast of the project in a reputed national daily and assurances of the Ramprastha personnel further beguiled and misled the complainants into believing the Respondents representations and assurances.

- IX. That over the year, the complainants met the representatives of respondent no.1 and 2 company on several occasions and made it clear to them that 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 complainants and would soon execute agreement. However, yet again, the assurances made by the respondents no.1 and 2 turned out to be false. No concrete steps were taken by the respondent's no.1 and 2 for allotment of the plot and handing over of its physical possession to the complainants. 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 complainants very soon.
- X. That on account of substantial delay on the part of respondents no. 1 and 2, the complainants vide several telephonic follow ups, conversations and in person meetings reminded respondents no. 1 and 2 of the obligations of execution of the buyer's agreement and handover the physical possession of the plot to the complainants after allotment. However, no heed was paid to the legitimate request made by the complainants. The fact that the respondents no. 1 and 2 were in a completely dominant position, as they had demanded and already received upfront from the complainants the price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including the

complainants is evident from the conduct adopted by them in their dealings with the complainants.

- XI. That the complainants 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 complainants 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 complainants.
- XII. That the complainants have 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 complainants. However, the respondents failed to respond to any of the genuine concerns raised by the complainants 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 complainants.
- XIII. That the complainants visited the office of the respondent on 08.08.2023 and enquired about the status of completion of sale modalities. Furthermore, the complainants vide the said letter dated 08.08.2023 again requested respondent no.1 to allot the plot in the said project. It is pertinent to mention here that the complainants vide the said letter also requested the respondent no.1 to come forward and complete the paperwork formalities and then handover the possession of the said unit to the complainants. It is pertinent to mention here

that the complainants in their attempt to handover the letter dated 08.08.2023 themselves visited the office of the respondent no.1 and met Mr Pradeep Thakur (Sales Department), who . informed the complainants 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 complainants after paying upfront the full consideration for purchase of the plot in one go are 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 complainants despite demanding and receiving upfront a substantial sum of money from them as the total price for the Plot.

XIV. That the respondents despite the said reminders failed to inform the complainants about the status of completion of the project or the status of the documentation as requested by the complainants. The complainants again with a hope at the respondents would pay heed to the requests of the complainants issued a letter dated 10.01.2024 (via email dated 10.01.2024) , which they had not been able to deliver by hand at the respondents' office during their visit there on January 8, 2024 as noted above, requested the respondents to comply with their obligations and further expressed their grievances to the respondents. The complainants vide the said letter have expressed the sufferings they had faced in the past years as the respondents had failed to abide by the obligatory provisions of law and have done nothing besides misleading the Authority and defrauding the innocent allottees.

XV. That the complainants after receiving no response to the letter dated 10.01.2024 sent another letter dated 03.02.2024 (via email dated 03.02.2024 read with e-mail and letter (attached to this e-mail) dated 02.04.2024) vide which the

complainants in a very detailed manner pointed out deficiencies and unfair trade practice which have been adopted by the respondents not only against the complainants but also against the Authority. The complainants vide the said letter 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 complainants. The complainants highlighted the misrepresentations of the respondents in the information submitted by them to the RERA, Gurugram Authority in their applications for RERA registration of the Project with the Authority and the illegal acts committed by the respondents. However, yet again the Respondents failed to respond to any of the genuine concerns raised by the complainants and the multiple requests made by them to get the possession of the plot were in vain, for which the respondents had demanded payment of the total price and been paid upfront by the complainants.

C. Relief sought by the complainants.

9. The complainants have sought the following relief(s):

- I. Direct the respondents to demarcate and allot the plot in the project (600 square yards) to the complainants.
- II. Direct the respondents to issue allotment letter and execute a plot buyer's agreement with the complainants
- 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 complainants after obtaining the completion certificate.
- IV. Direct the respondents to execute a conveyance deed after completing the development and offering the possession to the complainants.
- 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

23.07.2013. 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 complainants, at the time of possession.
 - VII. Direct the respondents to hand over the complainants the sanctioned plans, layout plans along with stage wise schedule of completion of the project.
 - VIII. Direct the respondents to pay to the complainants the interest/ delayed possession charges at the applicable rates under law. Since the complainants 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 complainants 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 complainants compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the complainants due to the respondents failure to allot and hand over the plot to the complainants on a timely basis and in pursuing proceedings in this behalf.
10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondents.

11. The respondents have contested the complaint on the following grounds:
- a. That the complainants have misused and abused the process of law by filing the captioned complaint that too on the basis of receipt dated 17.08.2010, which

was issued only on the request of complainants towards tentative registration of plot in future potential project.

- b. That neither does the receipt on which the complainants have sought to harp specifies any plot number, date of completion, or total consideration, but the same is even conspicuously silent on the details of the name of the project, the sector in which it is situated, and other vital details. The said receipt clearly states that the receipt was issued against the tentative registration of a plot of land in the future potential project and hence by any stretch of the imagination does not constitute a binding contract that could be enforced for specific performance and hence the complainants have filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of plot along with execution of plot buyer agreement knowing well that such relief are not tenable in law not only in view of the provisions of the 2016 Act but also in view of the provisions of Specific Relief Act, 1860 and the law of limitation.
- c. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other grounds that the respondents have raised through the present reply. Pertinently, the receipts on which the complainants is placing reliance upon dates back to the year 2010, whereas the complaint has been filed in 2024, evidently after a delay of 14 years. Neither any plausible explanation has been furnished by the complainants in respect of such delay but even no substantive ground has been raised in the complaint that would give way to condone such a phenomenal delay. Further, the delay itself is evidence of the fact that the complainants did not wish to pursue his alleged rights against the respondents for several years and chose to wake up from slumber much later in a frivolous attempt to have his alleged rights indicated.

- d. That the respondents herein have not agreed to provide any service whatsoever to the complainants since the plans were not approved by the competent authority and the complainants have not provided any documents to prove that any such promise was ever made by the respondents. The complainants have voluntarily entrusted a sum of money so that they will get the first priority in case the development plans eventually get approved by the competent authority. That the respondents have never entered into any agreement with the complainants and neither promised any particular plot or location nor promised any particular price or completion date to the complainants. Hence, there is no question of any breach by the respondents and no cause of action has accrued in favour of the complainants under the provisions of RERA, 2016. That the present complaint has been filed with *mala fide* intention and is an abuse of the process of this Id. authority which is evident from the prayers wherein the complainants had demanded hefty interest when there was no agreement between the complainants and the respondents whatsoever for either any allotment or any development and there exists no agreed terms for possession date or price or location/project etc., hence there are no terms which can be said to be legally enforceable under the provisions of the Real Estate (Regulation and Development) Act, 2016. The complainants are very well aware of the fact that the money entrusted by the complainants was not towards any booking or agreement but merely on the request of complainants towards the tentative registration in the future projects. That the complainants have filed the complaint claiming wrongful gains in the form of interest at the cost of the respondents when in reality there was no such understanding between the parties and there is no condition to attract the provisions of the Act. That the complainants had approached the respondents in the year 2006 showing an interest to participate in one of the future potential projects of the

respondents. It is pertinent to mention that the above-named future potential project was indeterminate at the point of time when the money was paid by the complainants.

- e. That it is submitted that in one of the future projects that had been conceived by the respondent, the respondent being aggrieved of the incorrect sectoral plan of Sector 37-C and D, Gurugram for which License No.128 of 2012 dated 28.12.2012 was granted to the Respondent, had approached the Department of Town and Country Planning, Haryana. Pertinently, vide order dated 01.04.2021 in *Appeal No.1 of 2021; Ramprastha Estates Pvt. Ltd. versus Director, Town and Country Planning, Haryana, Chandigarh*, the period between the date when the license was issued by the department i.e. 28.12.2012 and the date of approval of the revised/correct Sectoral Plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the Respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.
- f. That the complainants had the option at all times to either claim refund of their money or let their money remain with the respondents in anticipation of future approvals which is subject to government action. Further, the complainants had the option at all times to recall his money even if any future approval would have come through, in the event, they were not willing to participate in such projects. Since the complainants, always had such option but voluntarily opted to let his money remain with the respondents, hence they cannot be allowed to claim interest which has no legal or contractual basis. It is submitted that the 2016 Act can come to the rescue of only genuine allottees and not speculative individuals like the complainants.
- g. That the complainant fully being aware of the dynamic prospects of futuristic project which was indeterminate at the point of time when the complainants

paid the money and the fact that it is subject to various government approvals for which there is no time line assured by the government authorities, either promised or otherwise, have still decided to keep their money with the respondents which was clearly with a speculative purpose and such speculative acts are not protected by any law. Hence, no right of the complainants could be said to have been breached by the respondents, giving rise to any claim for interest as alleged by the complainants. Hence, the complaint is liable to be dismissed with costs.

- h. That the complainants are indirectly claiming specific performance for delivery of an indeterminate property on the basis of indeterminate terms which is not permissible in the eyes of law. The complainants have no vested right to claim possession of any plot in the absence of an enforceable agreement and hence there is no question of any delay as alleged by the complainants.
- i. That further no date of possession has ever been mutually agreed between the parties since the project itself was a future potential project and hence not determined. That in absence of any document in the nature of a plot buyer agreement, which contains several terms and conditions including the date of possession and the consequences of default, no date of possession can be said to have been mutually agreed between the parties. It is trite in law that a party claiming default must first prove the default beyond reasonable doubt by means of substantial evidence.
- j. That it is submitted herein that in absence of any written contract or agreement between the parties establishing terms and conditions, obligations and rights, consideration, location, project etc., the specific prayer for allotment, handover of possession, for execution of conveyance deed and delay possession Charges is not maintainable before the Authority.
- k. All other averments made in the complaint were denied too.

1. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

12. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

13. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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

F. Findings on the objections raised by the respondents.

F.I Objection regarding maintainability of complaint.

16. The counsel for the respondent has raised an objection that the complaint is barred by limitation as the complainants have made the payment back in 2010. The objections to the same were to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.
17. On consideration of the documents available on record and submissions made by the party, the authority observes that the project in question is an ongoing project, and the respondent/promoter has failed to apply and obtaining the CC/part CC till date. As per proviso to section 3 of Act of 2016, ongoing projects on the date of this Act i.e., 28.07.2017 for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act and the relevant part of the Act is reproduced hereunder: -

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

18. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.
19. It is important to note that despite receipt of consideration of Rs. 72,50,000/- against the booked plot back in 2010, the respondent-promoter has failed to execute an agreement for sale with respect to the same and has failed to get the plot registered in name of the complainants till date. As the respondent has failed to handover the possession of the allotted plot to the complainants and thus, the cause of action is continuing till date and recurring in nature.
20. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

F.II Date of approval of the revised/correct sectoral plan i.e. 28.12.2012 to 01.09.2017 to be treated as Zero Period

21. The respondent has contended that being aggrieved in respect of the incorrect sectoral plan of Sector 37-C and D, Gurugram for which license No.128 of 2012 dated 28.12.2012 was granted to the respondent, had approached the Department of Town and Country Planning, Haryana. Pertinently, vide order dated 01.04.2021 in *Appeal No.1 of 2021; Ramprastha Estates Pvt. Ltd. versus Director, Town and Country Planning, Haryana, Chandigarh*. Therefore, the period between the date when the license was issued by the department i.e. 28.12.2012 and the date of approval of the revised/correct sectoral plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.
22. The Authority observes that the present complaints have been filed with reference to developments and issues arising in receipt cases. However, the

respondent, in their submissions, has sought to raise objections based on an alleged discrepancy in the sectoral plan pertaining to Sector 37. It is pertinent to note that the grievances cited by the respondent do not directly relate to the present complaints. Therefore, the objection raised by the respondent, with respect to treating the date of the revised or corrected sectoral plan as the zero period, is not tenable and is accordingly declined.

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

23. In *Cr no. 30072024*, 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 date 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 Complainants 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.
24. 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 complainants.

- G. I Direct the Respondents to demarcate and allot the Plot in the Project (600 square yards) to the Complainants.**
- G.II.Direct the respondents to issue allotment letter and execute a Plot Buyer's Agreement with the Complainants**
- 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 complainants after obtaining the completion certificate.**
- G.IV Direct the respondents to pay to the complainants the interest/ delayed possession charges at the applicable rates under law. Since the**

complainants 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 complainants the interest/DPC in cash through banking channels here and now and not by way of any kind of set off.

25. The above mentioned reliefs no. G.I, G.II, G.III & F.IV as sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
26. The complainants had booked a plot admeasuring 600 sq. yards. in futuristic project of the respondent by paying an amount of Rs.72,00,000/-. On 17.08.2010, the respondent issued a payment receipt for the payment of Rs.72,00,000/-. It is important to note that no plot buyer agreement has been executed between the parties. The complainants have paid Rs.72,00,000/-- as booking amount to book a plot in the futuristic project in the year 2010 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.72,00,000/- since 2010 has been in custody of the money paid for allotment of the plots and has been enjoying benefits out of it.
27. Now the question before the authority is whether the receipt issued by the respondent/promoter falls within the definition of agreement, as per section 2(e) of The Contract Act, 1872 and which provides that:
"Every promise and every set of promise forming the consideration for each other is an agreement."
28. 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."

29. 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.

30. 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 has vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-33, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective project, 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 vis projects to be undertaken in future, wherebys also the present respondent was a person/allottee person/allottee who would subsequently acquire the subject project through sale or transfer thereof being made in his favour "

31. 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.
32. It is important to note that in above-mentioned complaints, the complainants claims that bookings have been allotted in sector 37-D, but there is nothing on record which show that the respondent has issued any formal letter confirming the allotment in Sector 37-D.
33. 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."

34. **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."

35. In the instant case, the promoter has allotted a plot in its project vide receipt dated 17.08.2010. 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 17.08.2013.

36. Admissibility of delay possession charges at prescribed rate of interest:

The complainants 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.

37. 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.
38. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 27.05.2025 is 8.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
39. 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;"

40. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which

is the same as is being granted to the complainants in case of delayed possession charges.

41. 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 17.08.2013. However, despite receipt of Rs. 72,00,000/- against the booked plot back in 2010, 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.
42. 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., 17.08.2013 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.

43. 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., 17.08.2013 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.

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

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

44. 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 complainants. 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.
45. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainants 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 Complainants, at the time of possession.

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

47. The complainants 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

48. 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 a specific plot, execute builder buyer's agreement within a period of 30 days 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 complainants, 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.
- ii. The respondents are directed to pay delayed possession charges at the prescribed rate of interest i.e., 11.10% p.a. for every month of delay on the amount paid by the complainants to the respondents from the due date of possession 17.08.2013 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
- iii. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoters which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act. The benefit of grace period on account of Covid-19, shall be applicable to both the parties in the manner detailed herein above.
- vi. The respondents shall not charge anything from the complainant which is not the part of the builder buyer's agreement.
49. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
50. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
51. Files be consigned to registry.



(Ashok Sangwan)
Member



(Vijay Kumar Goyal)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 27.05.2025