

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

**Date of decision: 22.07.2025**

Name of the builder PROJECT NAME		Ramprastha Developers Private Limited No project	
S. No.	Case No.	Case title	Appearance
1.	CR/2335/2021	RSPL Limited Vs. M/s Ramprastha Developers Private Limited	Sataroop Das Advocate (complainant)  Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey Advocates (Respondents)
2.	CR/2336/2021	RSPL Limited Vs. M/s Ramprastha Developers Private Limited	Sataroop Das Advocate (complainant)  Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey Advocates (Respondents)
3	CR/2338/2021	RSPL Limited Vs. M/s Ramprastha Developers Private Limited	Sataroop Das Advocate (complainant)  Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey 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 receipt	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Offer of possession	Relief
1	2335-2021 RSPL Vs Ramprastha developer Pvt. Ltd.	08.08.2012 (issued by Ramprastha Promoters Pvt.Ltd)	No unit no. mentio ned  <b>Area:</b> 250 sq.yds.  No project Name	NA	NA	08.08.2015 (calculated as per fortune infrastructur e and ors. Vs. Trevor D'limo and ors)	OC- Not obtaine d OP: not offered  A.P: Rs. 20,00,0 00/-	- DPC -Handover
2	2336-2021 RSPL Vs Ramprastha Developers Private Limited	08.08.2012 (issued by Ramprastha Promoters Pvt.Ltd)	No unit no. mentio ned  <b>Area:</b> 250 sq.yds.	NA	NA	08.08.2015 (calculated as per fortune infrastructur e and ors. Vs. Trevor D'limo and ors)	OC- Not obtaine d OP: not offered	- DPC -Handover

			No project Name				A.P: Rs. 20,00,000/-	
3	2338-2021 RSPL Limited Vs Ramprastha Developers Private Limited	08.08.2012 (issued by Ramprastha Promoters Pvt.Ltd)	No unit no. mentioned  <b>Area:</b> 250 sq.yds.  No project Name	NA	NA	08.08.2015 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  A.P: Rs. 20,00,000/-	- DPC -Handover

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/2335/2021 titled as RSPL Limited Vs. M/s Ramprastha Developers 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/2335/2021 titled as RSPL Limited Vs. M/s Ramprastha Developers Pvt Ltd***

S. N.	Particulars	Details
1.	Name of the project	Cannot be ascertained
2.	Project area	Cannot be ascertained
3.	Plot no.	N.A.
4.	Unit area admeasuring	250 sq. Yds. (Page no. 14 of the complaint)
5.	Date of receipt	08.08.2012
6.	Welcome letter	N.A.
7.	Allotment letter	N.A.
8.	Date of execution of plot buyer's agreement	N.A.
9.	Possession clause	N.A.
10.	Due date of possession	Cannot be ascertained
11.	Basic price of the plot	Cannot be ascertained
12.	Amount paid by the complainant	Rs.20,00,000/- [As per receipt information page no. 14 of complaint]
13.	OC/CC	Not obtained
14.	Offer of possession	Not offered

**B. Facts of the complaint**

8. The complainants have made following submissions in the complaint:
1. That in the year 2012, the respondent i.e., M/s Ramprastha Developers Pvt. Ltd. had launched a group housing project in the name of "Ramprastha City" in

Gurgaon, Haryana. Since the complainant was looking for plots, its employee and presently authorized representative met the officials and representatives of the respondent no. 1 and enquired about their said project. On enquiry, the respondent and its officials represented about the features of the projects, plot and its location. The respondent further promised that the project shall be completed and possession of the plot shall be given in timeline of 30 months. Such representations were made by the respondent and its officials under instruction from management/directors of the company. Since Mr. Prem Kumar Bhojwani was to purchase plot and was looking for a suitable option, believing the representations and promises of the respondent as correct and genuine, he considered the project suitable and decided to purchase plot in their project for the complainant.

- II. That on further enquiry the respondent assured and promised that the respondent has a reputation and it will deliver the project and the plot as promised. The respondent yet further promised that possession of the said plot shall be handed over to the complainant within a period of 30 months from the date of booking and all requisite development of the project will be completed within the time agreed for handing over the possession.
- III. That believing upon the promises and assurances of the respondent company M/s Ramprastha Developers Pvt. Ltd. and its representatives, Mr. Prem Kumar Bhojwani decided to book 4 plots for the complainant company M/s RSPL Limited admeasuring 250 sq. yards in the project 'Rampratha City' of the respondent. At that time the complainant was misled in making payment of the entire sale consideration for the plot for which receipt was issued by the respondent. Receipt no. 2432 was issued for the entire sale consideration of Rs.20,00,000/- paid in respect of the said plot and it was proposed that if the entire payment is made, the plot shall be sold at a special price. Accordingly, M/s



RSPL limited made payment of a sum of Rs.5,00,000/- and of Rs.15,00,000/- through demand drafts bearing nos. 000436 and 517370 dated 23.07.2012 and 03.08.2012 respectively drawn on Standard Chartered Bank, New Delhi and SBI, Kanpur to the respondent no. 1. The plots were agreed to be sold for Rs.20,00,000/- and the entire sale consideration was duly paid. At the time of receiving the amount only a payment receipt was issued and it was promised that the respondent company will soon issue allotment letter and shall execute the plot buyer agreement and other documents.

- IV. That at the time of receiving the amount it was promised that the company will soon execute the plot buyer agreement. However, after receiving the entire payment, the respondent neither executed the plot buyer agreement nor took any step for development of the project.
- V. That despite making payment of entire sale consideration of Rs.20,00,000/- in the year 2012 itself, neither plot buyer agreement has been executed by the respondent nor possession of the developed plot has been given. The project has not yet been started. Not a single step is taken towards development of the project. The entire payment as and when demanded has already been made by the complainant but the respondents till date have neither developed the plot and nor is in a position to deliver possession of the plot even in near future.
- VI. That despite expiry of more than 8 years since receipt of the entire sale consideration, the respondents have never made any serious and effective efforts to develop the project this is why despite lapse of such a long period from the date of booking and receipt of the entire sale consideration, still now they are not in position to start development work of the proposed project. The respondents have abandoned the project and therefore they do not have right to retain the money received from the complainant and are liable to return the same.

- VII. That the complainant severally requested the respondents either to hand over the possession of developed plot or to refund the deposited amount but the respondent did not pay heed to the request and demand of the complainant.

**C. Relief sought by the complainant**

9. The complainant has sought the following relief(s):
- I. Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.
  - II. Direct the respondents to handover the possession of the subject unit to the complainant.
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 respondent.**

11. The respondent has contested the complaint on the following grounds:
- a. That the present complaint is an outright example of sheer abuse and misuse of law on the face of it. The present complainant has filed the present complaint with the sole motive to arm-twist the complainants and extract huge amounts from the respondents in the name of compensation and interests thereafter which is manifestation of malicious intents of the complainants herein.
  - b. There is no agreement whether express or implied, oral or written, between the parties herein to provide any goods or services and apparently, even the complainants have nowhere claimed to have purchased any goods or availed any services from the respondents. In the year 2012, the present complainant while looking for viable options to make an investment in a plot has approached the respondent and has conveyed interest in investing in one of the future

potential projects of the respondents. This further goes on to prove a fact that the complainant is merely a speculative investor.

- c. That further the complainant has approached the respondent in the year 2012 to invest in one of the futuristic projects of the respondent which on the said date was nothing more than an agricultural land. Thereafter the complainants were thoroughly made clear about the prospects and terms of the said futuristic project and that the said land is a mere futuristic project. Thereafter fully acquiescing to the various prospects and aspects of the said futuristic project, the complainants have made a payment of Rs.20,00,000/- towards booking of the said plot admeasuring 250 sq. yards in the futuristic project.
- d. That further the complainant herein has alleged that they have rendered full consideration towards the booking of the plot in the futuristic project of the respondents, in contradiction to reality, wherein the complainant has only paid an amount of Rs.20, 00, 000/- which is the initial booking amount towards the tentative registration for the investment in the plot. The said payment in no way can be construed as full and final payment as only basic amount is sought to made at the booking stage which was done in the year 2012, for which a receipt no. 2342 dated 08.08.2012 has been issued by the respondent. Further the payments towards govt dues towards government dues on account of EDC/IDC charges are payable at the time of allotment of plot and execution of plot buyer agreement.
- e. That the plot buyer's agreement contains all the details of the plot, date of possession and the rights and obligations of the buyers and the developers and in the absence of any plot buyer's agreement no rights whatsoever are vested in favour of the complainants to claim handover and possession of any plot whatsoever.



- f. That therefore, in the absence of a valid plot buyers agreement, no rights are vested in favour of the complainant to compel the respondent to sell the plot under the garb of receipt of payment and that too, after passage of 9 years by when such payments are barred by limitation.
- g. That no date of possession has been mutually agreed between the parties.
- h. That the complainants were never interested in fulfilling the necessary formalities towards booking of the said plots. Neither the complainants have made any further payment for plot as such in Ramprastha City nor did they submit any application for the same. It is apparent that the complainants never turned up for the completion of the formalities.
- i. That the petitioners knowingly invested in an undeveloped land in a futuristic area where on the date of investment by the complainants, even the zoning plans were not sanctioned by the government. The applicants are educated and elite individuals and had complete understanding of the fact that unless zoning plans have been approved their investment is in the shape of an undeveloped agricultural land, however as and when zoning plans have been approved, it will be possible to implement the development of a residential plotted colony in the area and the investment of the complainant will appreciate substantially. This clearly shows that the complainant had sheer commercial motives. An investor in a futuristic undeveloped plot cannot be said to be a genuine buyer by any standards.
- j. That this is a case where the complainant company have booked a plot admeasuring 250 sq. yards in the future potential project of the respondent in the year 2012 against which a tentative registration was issued vide receipt no. 2342 dated 08.08.2012 after an initial booking payment of Rs.20,00,000/- towards a future potential project of the respondents. The complainants have

been made clear about the terms and conditions at the time of booking of the plot itself.

- k. That the respondent had to bear with the losses and extra costs owing due delay of payment of instalments on the part of the complainants for which they are solely liable. However, the respondent owing to its general nature of good business ethics has always endeavoured to serve the buyers with utmost efforts and good intentions. The respondents constantly strived to provide utmost satisfaction to the buyers/allottees. However, now, despite of its efforts and endeavours to serve the buyers/allottees in the best manner possible, is now forced to face the wrath of unnecessary and unwarranted litigation due to the mischief of the complainants.
- l. That the complainant's primary prayer for handing over the possession of the said plot is entirely based on imaginary and concocted facts by the complainants and the contention that the opposite party was obliged to hand over possession within any fixed time period from the date of issue of provisional allotment letter is completely false, baseless and without any substantiation, whereas in reality the complainants had complete knowledge of the fact that the zoning plans of the layout were yet to be approved and the initial booking dated 08.08.2012 was made by the complainants towards a *future potential project* of the opposite party and hence there was no question of handover of possession within any fixed time period as falsely claimed by the complainants; hence the complaint does not hold any ground on merits as well.
- m. There is no averment in the complaint which can establish that any so called delay in possession could be attributable to the opposite party as the finalization and approval of the layout plans has been held up for various reasons which have been and are beyond the control of the opposite party including passing of an HT line over the layout, road deviations, depiction of

villages etc. which have been elaborated in further detail herein below. The complainants while investing in a plot which was subject to zoning approvals were very well aware of the risk involved and had voluntarily accepted the same for their own personal gain. There is no averment with supporting documents in the complaint which can establish that the opposite party had acted in a manner which led to any so-called delay in handing over possession of the said plot. Hence the complaint is liable to be dismissed on this ground as well.

- n. That the delay has occurred only due to unforeseen and untacklable circumstances which despite of best efforts of the respondent hindered the progress of construction, meeting the agreed construction schedule resulting into unintended delay in timely delivery of possession of the plot for which respondent cannot be held accountable. However, the complainants despite having knowledge of happening of such force majeure eventualities and despite agreeing to extension of time in case the delay has occurred as a result of such eventualities has filed this frivolous, tainted and misconceived complaint in order to harass the respondent with a wrongful intention to extract monies.
- o. All other averments made in the complaint were denied too.
- p. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

#### **E. Jurisdiction of the authority**

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

##### **E.I Territorial jurisdiction**

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

#### **E.II Subject matter jurisdiction**

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

##### **Section 11**

.....

**(4) The promoter shall-**

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

##### **Section 34-Functions of the Authority:**

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

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

#### **F. Findings on the objections raised by the respondent.**

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



16. The counsel for the respondent has raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2012. The objections to the same were to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.
17. On consideration of the documents available on record and submissions made by the party, the authority observes that the 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. 20,00,000/- against the booked plot back in 2012, the respondent-promoter has failed to execute an agreement for sale with respect to the same and has failed to get the plot registered in name of the complainants till date. As the respondent has failed to handover the possession of the allotted plot to the complainants and thus, the cause of action is continuing till date and recurring in nature.

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 Objections regarding the circumstances being 'force majeure'.**

21. The respondent contended that the project was delayed because of the 'force majeure' situations like delay on part of government authorities in granting approvals, passing of an HT line over the layout, road deviations and depiction of villages etc. which were beyond the control of respondent. However, no document in support of its claim has been placed on record by the respondent. Hence, all the pleas advanced in this regard are devoid of merits. Moreover, time taken in governmental clearances cannot be attributed as reason for delay in project. Therefore, the respondent cannot take benefit of its own wrong and the objection of the respondent that the project was delayed due to circumstances being force majeure stands rejected.

**G. Findings on the relief sought by the complainant.**

**G.I Direct the respondent to pay delay possession charge alongwith prescribed rate of interest.**

**G.II.Direct the respondent to handover the possession of the subject unit to the complainant.**

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

22. The complainant submitted that vide receipt dated 08.08.2012, it paid an amount of Rs.20,00,000/- to the respondent/promoter. The respondent confirmed the amount received and promised the allotment of a plot admeasuring 250 sq. yards in the future potential project located in Gurugram. Till date, the respondent has miserably failed to specify the project as well as

plot number where 250 sq. yards has been allotted. On 03.03.2020, the complainant sent a legal notice that neither the allotment letter and nor the plot buyer's agreement has been executed till date to which the respondent did not respond. The complainant tired of the neglectful behavior of the respondent filed the present complaint pleading for refund along with interest before the authority.

23. Thereafter, the complainant has filed an application on 01.09.2022, for amendment of the relief sought from refund of the entire amount paid by the complainant along with interest to possession & delay possession charges. Same was allowed on 22.07.2025.

24. 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."*

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

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 receipt dated 08.08.2012. In view of the above-mentioned reasoning, the date of allotment ought to be taken as the date for calculating the due date of

possession. Therefore, the due date of handing over of the possession of the plot comes out to be 08.08.2015.

**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., 22.07.2025 is 8.90%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.90% **(vide proceeding dated 22.07.2025, the rate of interest inadvertently recorded as 11.10%)**.

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 08.08.2015. However, despite receipt of Rs. 20,00,000/- against the booked plot back in 2012, the respondent-promoter has failed to enter into a written agreement for sale with respect to the same and has failed to handover possession of the subject plot to the complainants till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. The authority is of the considered

view that there is delay on the part of the respondent to offer of possession of the allotted plot to the complainants. Further no CC/part CC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

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., 08.08.2015 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
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., 08.08.2015 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules. The respondent is further directed to handover the physical possession of the unit to the complainant.

#### **H. Directions of the authority**



40. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is 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 respondent is 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 complainants to the respondents from the due date of possession 08.08.2015 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
- 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iv. The complainant is 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 respondent shall not charge anything from the complainant which is not the part of the builder buyer's agreement.

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



**(Ashok Sangwan)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 22.07.2025