

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

NAME OF THE BUILDER		M/s RAMPRASTHA PROMOTERS PRIVATE LIMITED
S. No.	Case No.	Case title
1.	2343-2021	NIMMI Build Tech Private Limited Vs Ramprastha developer Pvt. Ltd. And Ramprastha Promoters and Developers Private Limited
2.	2344-2021	RSPL Health Private Limited Vs Ramprastha developer Pvt. Ltd. And Ramprastha Promoters and Developers Private Limited
3.	2345-2021	Leayan Global Private Limited Vs M/s Ramprastha Developers Pvt. Ltd. and M/s Ramprastha developer Pvt. Ltd. And Ramprastha Promoters and Developers Private Limited.
4.	2347-2021	NIF Private Limited Vs M/s Ramprastha developer Pvt. Ltd. And Ramprastha Promoters and Developers Private Limited.
5.	2337-2021	Rajani Gyanchandani Vs M/s Ramprastha developer Pvt. Ltd. And Ramprastha Promoters and Developers Private Limited.
6.	2339-2021	RSPL Limited Vs Ramprastha developer Pvt. Ltd. And Ramprastha Promoters and Developers Private Limited.

CORAM:

Shri Arun Kumar

Shri Ashok Sangwan

Chairman
Member
APPEARANCE:

Sh. Sataroop Das (Advocate)

Complainants

Sh. Navneet Kumar Pandey
and Gaytri Mansa (Advocates)

Respondents

ORDER

1. This order shall dispose of the aforesaid 6 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project developed by the same respondent/promoter i.e., **M/s Ramprastha Developers Private Limited. And M/s Ramprastha Promoters and Developers Pvt. Ltd.**. The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges and other reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S.N	CR NO.	Date of receipt/Welcome letter	Unit no. and area	Date of allotment	Date of agreement	Due date	OC/Offer of possession	Relief
1	CR/2343/Z-021 Case titled as Nimmi Build Tech	05.03.2014 (Page no. 24 of the complaint)	B- 48,	05.03.2014 (Page no. 23 of the	05.03.2014	05.09.2017 [calculated as per fortune infrastructure and ors, Vs.	OC- Not obtained OP: not offered	- DPC - handover

	Private Limited VS Ramprastha Developers Private Limited, Ramprastha Promoters and Developers Private Limited		Area: 250 sq.yds. (sector 37 C and D)	complainant)	(Page no. 18 of the complaint)	Trevor D'limo and ors]	BSP: NA A.P: Rs. 37,00,000/-	
2	CR/2344/2021 Case titled as RSPL Health Private Limited VS Ramprastha Developers Private Limited and Ramprastha Promoters and Developers Private Limited	08.08.2012 (page 17 of complaint)	B-51, Area: 250 sq.yds. (sector 37C and D)	05.03.2014 (Page no. 24 of the complaint)	05.03.2014 (Page no. 20 of the complaint)	05.03.2017 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered BSP: NA A.P: Rs. 37,00,000/-	DPC - handover
3	CR/2345/2021 Case titled as Leayan Global Private Limited VS Ramprastha Developers Private Limited, Ramprastha Promoters and Developers Private Limited	05.03.2014 (Page no. 23 of the complaint)	B-47, Area: 250 sq.yds. (sector 37C and D)	05.03.2014 (Page no. 22 of the complaint)	05.03.2014 (Page no. 18 of the complaint)	05.03.2017 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered BSP: NA A.P: Rs. 37,00,000/-	DPC - handover

4	CR/2347/2021 Case titled as NIF Private Limited VS Ramprastha Developers Private Limited & Ramprastha Promoters and Developers Private Limited	05.03.2014 (Page no. 23 of the complaint)	B-49, Area: 250 sq.yds. (sector 37C and D)	05.03.2014 (Page no. 22 of the complaint)	05.03.2014 (Page no. 18 of the complaint)	05.03.2017 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered BSP: NA A.P: Rs. 37,00,000/-	DPC - handover
5	CR/2337/2021 Case titled as RAJANI GYANCHANDANI VS Ramprastha Developers Private Limited & Ramprastha Promoters and Developers Private Limited	05.03.2014 (Page no. 22 of the complaint)	D-02, Area: 800 sq.yds. (sector 37C and D)	05.03.2014 (Page no. 21 of the complaint)	05.03.2014 (Page no. 17 of the complaint)	05.03.2017 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered BSP: NA A.P: Rs. 92,40,000/-	DPC - handover
6	CR/2339/2021 Case titled as RSPL LIMITED VS Ramprastha Developers Private Limited and Ramprastha Promoters and Developers Private Limited	18.08.2012 (Page no. 17 of the complaint)	B-50, Area: 250sq.yds. (sector 37C and D)	17.04.2014 (Page no. 23 of the complaint)	05.03.2014 (Page no. 19 of the complaint)	05.03.2017 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered BSP: NA A.P: Rs. 37,00,000/-	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 reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case ***CR/2343/2021 Nimmi Build Tech Private Limited Vs. M/s Ramprastha Developers Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd. 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/2343/2021 Nimmi Build Tech Private Limited Vs. M/s Ramprastha Developers Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd.

S. N.	Particulars	Details
1.	Name of the project	"Ramprastha City", Sectors 37C and 37D, Gurugram, Haryana
2	Nature of the project	Residential plotted Colony
3	RERA Registered/ not registered	Not registered
4	Plot no.	B- 48, (Page no. 23 of the complaint)

5	Unit area admeasuring	250 sq. Yds. (Page no. 23 of the complaint)
6	Welcome letter	05.03.2014 (Page no. 24 of the complaint)
7	Allotment letter	05.03.2014 (Page no. 23 of the complaint)
8	Date of execution of plot buyer's agreement	N. A
9	Date of agreement to sell	05.03.2014 (Page no. 18 of the complaint)
10	Possession clause	NA
11	Due date of possession	05.09.2017 [calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors]
12	Basic price of the plot	NA
13	Amount paid by the complainant	Rs.37,00,000/- [As per submitted by complainant page no. 10 of the complaint and the same was admittedly by the respondent in his reply]
14	Occupation certificate /Completion certificate	Not received
15	Offer of possession	Not offered

B. Facts of the complaint.

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

- i. 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 a plot for the complainant company M/s Nimmi Build Tech Private Limited admeasuring 250 sq. yards in the project 'Rampratha City' of the respondent company. 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 no. 1. receipt no. 2452 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 Nimmi Build Tech Private Limited made payment of a sum of Rs.5,00,000/- and of Rs.15,00,000/- through demand drafts bearing nos. 517094 & 517371 dated 26.07.2012 & 03.08.2012

drawn on State Bank of India, Kanpur to the respondent no. 1. The plot was 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. Rather after a gap of 2 years the complainant was again approached by the respondent with another false and misleading promises and representation that they have started development of the project in Sector 37C and 37D Gurgaon, Haryana and if further payment is made the possession of the plot shall be handed over within a period of 30 months. Since substantial amount was already paid, there was no option left for the complainant except to opt for making further payment. Accordingly, the complainant made further payment as demanded by the respondents.
- v. That booking of the plot was done with the respondent no.1 and the entire sale consideration of the plot and major amount over and above the sale consideration was received by it. However, on 01.03.2014, the respondent no. 1 made the complainant to pay to it a sum of Rs. 10,62,500/-. After the said payment was made, on 05.03.2014 the respondent made the complainant execute a tripartite agreement whereby the obligation of development and sale of the plot was transferred by the respondent no. 1 to respondent no. 2. An allotment letter and a welcome letter dated 05.03.2014 was also issued by the respondents on the same day. However, in that agreement, the respondent neither disclosed as to within what time possession of the plot shall be handed

over and what further amount will be payable before getting possession of the plot. Rather on 31.10.2014, respondent no. 1 made the complainant to pay to respondent no. 2, a further sum of Rs.6,37,500/-.

- vi. That accordingly in the year 2014 under a belief that plot will be delivered, M/s Nimmi Build Tech Private Limited made further payment of a sum of Rs.17,00,000/- over and above the entire sale consideration of Rs.20,00,000/- already paid in the year 2012 itself.
- vii. That it is upon receipt of payment of Rs.37,00,000/- M/s Ramprastha Promoters & Developers Pvt. Ltd allotted plot no. 48, block-b, area 250 sq. yds., in Ramprastha City, Sector- 37C & 37D Gurgaon, Haryana to the complainant, but the respondent company till date have not executed the plot buyer agreement and such allotment is fictitious. Despite having received the entire sale consideration of the plot in the year 2012 itself and despite the respondents companies having forced the complainant to make further payment of an additional sum of Rs.17,00,000/- over and above the entire sale consideration of the plot, the complainant has not yet been provided the plot whereas a period of more than 8 years is over from the date of booking and making payment of entire sale consideration.
- viii. That despite making payment of entire sale consideration of Rs. 20,00,000/- in the year 2012 itself and thereafter extra sum of Rs. 17,00,000/- in the year 2014, 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.

- ix. That the respondents despite receiving a sum of Rs.37,00,000/- by 31.10.2014 toward a fictitious plot bearing plot no. 48, block-B, area 250 sq. yds, in Ramprastha City, Sector- 37C & 37D Gurgaon, Haryana, have not yet informed the complainant as to by what time they shall be handing over possession of the plot. Besides, despite a period of more than 8 years being over since the respondents have received almost twice of the entire sale consideration, there is no serious effort on part of the respondents to develop the plot and give possession of the same and is not likely that they will ever give possession of the plot.
- x. That 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 and more than 8 years since they have received additional amount, which is over and above the 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.
- xi. 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. However, when the respondents did not deliberately heed to the legitimate demands of the complainant, the complainant served a legal notice dated 03.03.2020 to the respondent to refund the payment received from the complainant i.e., Rs. 37,00,000/- with interest @ 18% per annum payable from the date of receipt till actual date of payment, within a period of seven days of receipt of said legal notice but despite service of the legal notice, the

respondents have not paid the money to the complainants.

- xii. That when the respondents did not respond to the legal notice of the complainant, the complainant through its AR on 27.06.2020 made complaint to the SHO PS Vasant Vihar, New Delhi and also to the DCP, South West District, New Delhi and when the police failed to register an FIR or take any action against the respondent, the complainant having no other options left, filed a criminal complaint before Patiala Court House, New Delhi, which is pending adjudication.

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 respondents.

11. The respondents have contested the complaint on the following grounds.

- i. That 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. That 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.

- ii. 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. That 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.37,00,000/- during 2012 - 14, towards booking of the said plot admeasuring 250 sq. yards in the futuristic project.
- iii. That the complainant has resorted to filing to filing the present false and frivolous complaint based solely on false and misleading facts while concealing its own defaults and latches for which the complainant herein is solely responsible.
- iv. 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.37,00,000/- which is the initial booking amount towards the tentative registration for the investment in the plot. That 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 during the 2012 to 2014. Further the payments towards Govt dues towards government dues on account of EDC/IDC charges are payable at the time of execution of plot buyer agreement.

- v. That furthermore, the complainants have never approached the respondents for the due completion of formalities and payment of balance consideration due to which no Buyer's Agreement could be executed till date.
- vi. 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 buyers agreement no rights whatsoever are vested in favour of the complainants to claim handover and possession of any plot whatsoever.
- vii. That furthermore, the complainant was obligated to approach the respondent with original booking receipts and complete all the formalities for execution of plot buyer's agreement which is solely the complainant's default.
- viii. 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 7 years by when such payments are barred by limitation.
- ix. That further no date of possession has been mutually agreed between the parties. No documents have been submitted by the complainants in support of the time for possession and as per the complainants' own averments the plot was required to handover in thirty months.
- x. There is no obligation on the part of the respondents to allot or handover any plot to the complainants since the complainants have failed to provide any evidence of execution of plot buyer's agreement in favour of the complainant.
- xi. That the complainants have attempted to create a right in their favour by resorting to terminating transaction which has become hopelessly barred by time and after the period of limitation has lapsed, the same cannot be revived.

- xii. That further 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.
- xiii. The booking did not fructify and proceed to the stage of execution of plot buyer's agreement due to the complainants' own failure to pay the full consideration towards purchase price of the said plot and complete the formalities.
- xiv. Further it is pertinent to mention herein that no date of possession was ever committed by the respondent since the project was a futuristic project and the Petitioners have knowingly made speculative investments in the said project.
- xv. That the complainants have approached the Authority by suppressing crucial facts with unclean hands which is evident from its own complaint. Therefore, the present complaint is liable to be rejected in limine based on this ground alone.
- xvi. 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. It is understood that 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.

- xvii. That this is a case where the complainant 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. 2452 dated 31.08.2012 and receipt no. RPDPL/RC/B-049/0096 dated 07.04.2014 after an initial booking payment of Rs. 37,00,000/- 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.
- xviii. That it is due the lackadaisical attitude of the complainant along with several other reasons beyond the control of the respondent as cited by the respondent which caused the present unpleasant situation. That it is due to the default of the complainant, the allotment could not have been carried out. That further it was categorically made clear to the complainant that the amount already paid by the complainant to the tune of Rs. 37,00, 000/- was only Basic Sale Price and not the actual amount payable against the said plot.
- xix. All other averments made in the complaint were denied too.
- xx. 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 as per proviso to section 3(1) of Act of 2016, ongoing projects on the date of commencement of this Act for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act. The relevant part of the above Section is reproduced hereunder: -

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

The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.

18. Moreover, it is observed that vide receipt dated 31.08.2012, it was agreed between the parties that the promoter shall give possession of a plot having size of 250 sq. yards to the complainants in its project named "Ramprastha City", Sector-37C and 37-D, Gurugram and specific plot no. shall be allotted after approval of licence and zoning plans. However, despite receipt of an amount of Rs.37,00,000/- from the complainants back in 2012 against the booked plot, and execution of agreement on 05.03.2014, the respondent has failed to handover the possession of the allotted plot to the complainants. Thus, the cause of action is continuing till date and recurring in nature.
19. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

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

20. 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
21. The complainants have booked a plot admeasuring 250 sq. yards in the project of respondent named "Ramprastha City" located in Sector 37 C and D, Gurugram by making a payment of Rs.37,00,000/- vide receipt dated 31.08.2012. 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.
22. 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 02.07.2024.
23. It is observed that the respondent issued receipt and confirmation letter pertaining to Sector 37 C and D has been issued. In objection has been taken by the respondents that merely issuing a receipt does not amount to a contractual obligation or agreement to allot a specific plot. 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 promises forming the consideration for each other is an agreement."

24. 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."

25. 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.

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

" 27 Though the learned counsel for the petitioners has vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-33, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective projects, project and when evidently no prospective project have ever been floated at the instance of the present petitioners, 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 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 "

27. The Hon'ble High Court concluded that the respondents, having paid consideration for a plot in a future potential project, fell within the statutory definition of allottee, despite the absence of a registered project.
28. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by her as provided under the proviso to section 18(1) of the Act which reads as under: -

"Section 18: - Return of amount and compensation

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

.....

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

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

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

30. In the instant case, the promoter has allotted a plot in its project vide agreement and allotment letter dated 05.03.2014. 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 05.03.2017.
31. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee(s) does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing

over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

32. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 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%**).
33. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.
34. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges
35. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. The possession of the subject plot was to be delivered by 05.03.2017. However, despite receipt of Rs. 37,00,000/- against the booked plot back in 2016, the respondent-promoter has failed to enter

into a written agreement for sale with respect to the same and has failed to handover possession of the subject plot to the complainants till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted plot to the complainants. Further no CC/part CC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

36. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 05.03.2017 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier
37. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainants are entitled to delay possession charges at the prescribed rate of interest @10.90% p.a. w.e.f. 05.03.2017 till actual handing over of possession or offer of possession plus 2 months after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier, as per

section 18(1) of the Act of 2016 read with rule 15 of the rules. The respondent is further directed to handover the physical possession of the unit to the complainant.

38. It is important to note 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

H.Directions of the authority.

39. 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 execute the plot buyer agreement with respect to the allotted plot.
- ii. The respondents/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 05.03.2017 till offer of possession plus two months after obtaining completion certificate/part completion certificate from the competent authority 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.
- iii. The arrears of such interest accrued from 05.03.2017 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- iv. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- v. The respondents/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 05.03.2017 till actual handing over of possession or offer of

possession plus two months after obtaining completion certificate/part completion certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- vi. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- vii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoters which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.

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



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.07.2025