

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

Complaint no. : 3387 of 2024
Date of complaint : 16.07.2024
Date of
Pronouncement : 22.07.2025

Vijay Kumar Juneja,
R/o: - F-4/10, Krishna Nagar, Delhi-110051.

Complainant**Versus**

1. M/s Ramprastha Developers Pvt. Ltd.
 2. M/s Ramprastha Promoters & Developers Pvt. Ltd.
 3. M/s Ramprastha Estates Pvt. Ltd.
- Regd. Office At:** - Plot no. 114, Sector 44, Gurugram-122002.

Respondents**CORAM:**

Shri Arun Kumar
Shri Ashok Sangwan

Chairman
Member

APPEARANCE:

Garvit Gupta (Advocate)
R. Gayathri Manasa (Advocate)
Kush Kakra (Advocate)

Complainant
Respondent no. 2 & 3
Respondent no. 1

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the

provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Ramprastha City", Sectors 37D, Gurugram, Haryana
2.	Nature of the project	Residential plotted colony
3.	Name of licensee	B.S.Y Developers and 35 others
4.	RERA Registered/ not registered	Not Registered
5.	Plot no.	Not allotted
6.	Unit area admeasuring	300 sq. yds. (as per page 44 of complaint)
7.	Date of receipt (in favour of Geeta Juneja)	13.04.2012 (page 33 of complaint)
8.	Date of preliminary allotment	13.04.2012 (page 36 of complaint)
9.	Date of execution of plot buyer's agreement	Not executed
10.	Due date of possession	13.04.2015 [Calculated as per <i>Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]
11.	Amount paid by the complainant	Rs.27,00,000/- (page 33 of complaint)
12.	Surviving member certificate issued by revenue Department, Govt of NCT of Delhi	22.02.2022
13.	Original allottee Geeta Juneja Expired on	11.02.2021 (page 39 of complaint)
14.	Completion certificate	Not received
15.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant vide complaint as well as written submissions dated 16.07.2024 have made the following submissions: -
 1. That respondent no.1 offered for sale plots in its upcoming project, Ramprastha City, a residential plotted colony within a gated community at Sector 37 C and D Gurugram comprising plots with world class layout, infrastructure, facilities, amenities and services , including club houses, shopping complexes, swimming pools, green and open areas, spas, health and sports facilities with gated secure living conditions on a piece and parcel of land in Sector 37D, in Gurugram, Haryana (the "**Project**"). The original allottee i.e Geeta Juneja (mother of the complainant) received a marketing call from the office of Respondent no.1 in the month of January, 2012 for booking in this upcoming project of the respondent no.1. The original allottee visited the sales gallery and consulted with the marketing staff and executives of respondent no.1. The marketing staff of respondent no.1 painted a very rosy picture of its upcoming residential plotted colony and made several representations with respect to the innumerable world class facilities to be provided by the respondent no.1 in their project. The marketing staff of the respondent no.1 also assured timely delivery of the plot. The respondent no.1 boasted of its reputation as a customer friendly builder who in the past have throughout acted strictly as per the terms of the regulations, laws and directions issued by the concerned authorities and delivered projects on a timely basis. It was represented by the respondent no.1 that it would be completely fair in their dealings with the original allottee and would throughout adhere to their obligations. It was assured by the representatives of the respondent no.1 that the physical possession of the plot against the booking made by the original allottee would be handed over within a span of 3 years from the date of the booking.

- II. That the original allottee, induced by the assurances and representations made by the respondent no.1, booked a residential plot for the personal use and of the family of the original allottee in the project of the respondent no.1. The respondent no.1 informed the original allottee that the size of the plot available with the respondent no.1 is of 300 sq. yards and its total consideration would be calculated at the rate of Rs. 9000/- per sq. yards. On this basis the original allottee booked a plot of 300 square yards in the project at Ramprastha City, Sector 37D, Gurugram, Haryana against the Total Price/sale consideration for the Plot of Rs. 27,00,000/- , hereinafter the "**Plot**". It is pertinent to mention here that the Respondent no.1 in order to convince the original allottee to make a booking in the said project showed various documents and papers including the approvals, licenses, and ongoing communications with the authorities and joint ventures and collaborations with reputable organizations.
- III. That the original allottee 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 original allottee based on the respondent's demand for upfront payment of the all-inclusive total, full and final sale consideration amount of Rs. 27,00,000/- for the plot in the project. It is pertinent to mention here that the said payments were made by the original allottee 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 original allottee only after the total sale consideration amount/full consideration is paid.
- IV. Accordingly, respondent no.1 issued receipt no. 2362 dated 13.04.2012 signed by its director acknowledging the upfront payment of all inclusive total full consideration (defined below) for the plot of Rs. 27,00,000/- paid by the original allottee towards the booking of the plot in the project

of the respondent no.1. It needs to be noted that the all inclusive upfront consideration included the price of land in the fully developed project with all sorts of facilities, amenities and services, development, works, infrastructure, preferential location and all sort of charges and expenses, including all taxes/fees/charges/cess/levies etc which may be levied in connection with the development/construction of the project and payable by the respondent promoter up to the date of handing over of the plot to the original allottee ("**Full Consideration**" or "**Total Price**") The respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 300 sq. yards plot in the project of the respondent no.1. Since, the booking was made by the original allottee on 13.04.2012, the due date of possession of the plot, as per the assurances of respondent no.1 was 13.04.2015.

- V. That the respondent on the basis of the booking made by the Original allottee and only after the complete payment of Rs. 27,00,000/- made by the original allottee , issued a provisional allotment letter dated 13.04.2012 confirming the allotment of a plot admeasuring 300 sq yards in the said project of the respondent no.1 in favour of the complainant. It is pertinent to mention here that the respondent failed to allot a specific plot to the original allottee vide the said allotment letter and had stated that a specific plot shall be allotted to the original allottee after the required approvals are received with respect to the zoning plans. It is submitted that the respondent no. 1 had failed to allot a specific plot despite lapse of almost 12 years from the date of booking.
- VI. That despite specific assurances of respondent no.1 that it would soon execute an agreement, it miserably failed to do so. The respondent no.1 failed to perform the most fundamental obligation of the allotment which was to actually allot the plot to the original allottee against the full upfront

consideration received by it, which in the present case has been delayed for an extremely long period of time. The failure of the respondent no.1 and the fraud played by them is writ large.

- VII. The original allottee were taken aback to note that it was not Respondent no.1 but Respondent no.2 who was now publicizing the Project in question by inviting general public to make a booking and the same is evident from their 2-page (front page and its back) newspaper publication in the reputed national daily The Time of India, New Delhi on 06.10.2013.
- VIII. That the complainant along with original allottee 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 original allottee into believing the Respondents representations and assurances.
- IX. That over the year, the complainant and the original allottee met the representatives of respondent no.1 and 2 company on several occasions and made it clear to them that they are in dire need of the residential plot and they have paid their hard earned money and savings to buy the plot from the respondents. The respondents no.1 and 2 yet again, with mala fide motives, gave an assurance that they would allot the plot to the original allottee 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 respondents no.1 and 2 for allotment of the plot and handing over of its physical possession to the original allottee. The respondent's no.1 and 2 kept on misleading the original allottee by giving incorrect information and assurances that they would hand over the possession to the original

allottee very soon.

- X. That unfortunately, the original allottee geeta Juneja expired on 11.02.2021 leaving behind her legal heirs Mr. Prem Nath Juneja (her husband), Vijay Kumar Juneja (her son-Complainant) and Meenu Juneja (her daughter) as evident from the Surviving Member Certificate bearing no. 90660000134003. Thereafter, Mr. Prem Nath Juneja and Ms. Meenu Juneja have relinquished the rights in the favour of Mr. Vijay Kumar Juneja pertaining to the allotment in question and the same is evident from the respective no objection certificates. The said fact has even been intimated by the legal heirs of the original allottee to the Respondents vide email dated 14.06.2024.
- XI. That the complainant went to the project site to meet the representatives of the respondents to enquire about the allotment and possession of the plot, but was shocked to see the development status. No development activities were going on at the project site and it was clear that the work was at standstill since long. The actual ground reality at the construction site was way different than what the respondent no.1 had claimed to the complainant regarding the completion of the project at the time of booking and thereafter and contrary to all prior assurances and representations of the respondents to the complainant.

C. Relief sought by the complainants:

4. The complainant has sought following relief(s):
- I. Direct the respondents to demarcate and allot the plot in the project (300 square yards in Ramprastha City, Sector 37 D, Gurugram, Haryana) to the Complainant.
 - II. Direct the respondents to issue execute a plot buyer's agreement with the complainant
 - III. Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.



- IV. Direct the respondents to execute a conveyance deed after completing the development and offering the possession to the complainant.
 - V. Direct the respondents not to charge from / have the Complainant pay stamp duty, development charges/other outgoes in excess to the rate prevailing/circle rate as on 13.04.2015. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.
 - VI. Direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the Respondents on the Complainant, at the time of possession.
 - VII. Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.
 - VIII. Direct the respondent to pay to the complainant the interest/ delayed possession charges at the applicable rates under law. since the complainant have already paid upfront the total price to the respondents and in view of the respondent's track record, direct them to pay forthwith to the Complainant the interest/DPC in cash through banking channels here and now and not by way of any kind of set off.
 - IX. Direct the respondents to pay the complainant compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the complainant due to the respondents failure to allot and hand over the plot to the complainant on a timely basis and in pursuing proceedings in this behalf
5. In the present complaint, the respondent-promoter no.1 has failed to file a reply despite several opportunities granted by the authority. It shows that the respondent no.1 is intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondent no.1.

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

6. Common written statement on behalf of respondent no. 2 and respondent no. 3:

- i. It is submitted that the **receipt** based on which the present complaint has been filed has **not** been issued by the answering respondents. Hence, the present complaint is not maintainable at all against the answering respondents and hence, respondents no. 2 and 3 deserve to be deleted from the array of parties under the principles of order 1 Rule 10 of the Code of Civil Procedure, 1908. That each and every allegation, averment, and statement made in the complaint is denied. That the present reply is without prejudice to the above preliminary objection.
- ii. That it is pertinent to mention here that the present complaint is a sheer abuse of the process of this Court as it has been filed to seek a remedy in the absence of any corresponding vested right. The complainant neither an allottee qua the answering respondents nor there is any agreement with answering respondents that can sought to be enforced by the complainant by invoking the provisions of the Real Estate (Regulation and Development) Act, 2016.
- iii. That the Complainant has misused and abused the process of law by filing the captioned Complaint that too on the basis of the receipt dated 13.04.2012 (*Annexure C1 of the Complaint*), which was *allegedly* issued towards tentative registration of plot in future project of the arrayed respondent no. 1.
- iv. That the complainant fully being aware of the dynamic prospects of the said futuristic project which was indeterminate at the point of time when the complainant 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, has still

decided to keep his money with the respondent which was clearly with a speculative purpose and such speculative acts are not protected by any law. Hence, no right of the complainant could be said to have been breached by the respondent, giving rise to any claim for interest as alleged by the complainant. Hence, the complainant is liable to be dismissed with costs.

- v. It may be pertinent to mention here that neither does the receipt on which the complainant has sought to harp makes any reference to the answering respondents nor specifies any understanding with the answering respondents with respect to any plot number, date of completion or total consideration. The receipt is conspicuously silent on the details of the name of the project, the sector in which it is situated, and other vital details. The said receipts clearly state that the receipt was issued by respondent no. 1. Hence by any stretch of the imagination such a RECEIPT is not legally enforceable against the answering respondents 2 and 3 and hence, relief of specific performance is not available against the answering respondents.
- vi. That at the threshold, it is submitted that there is no averment of any cause of action against the answering respondents in the complaint. No action has been shown to have arisen against the Answering respondents. Further, there is no cause of action whatsoever that can be considered to be within the period of limitation. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other preliminary grounds that the answering respondents have raised through the present reply. In such circumstances, the Authority ought to dismiss the complaint with exemplary costs.

7. All other averments made in the complaints were denied in toto.

8. 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

9. 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

10. 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

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

12. 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.

F. Objections raised by the respondent no.2 and 3.

F.I Deletion the name of respondent no. 2 and 3 from array of the parties.

13. The respondent nos. 2 and 3 submit that the complaint is not maintainable against them as the receipt relied upon by the complainant was not issued by them but by respondent no. 1. There exists no agreement or allotment between the complainant and respondent nos. 2 and 3. The complaint is based on a speculative transaction for a future project with no definite terms or government approvals at the time. The receipt lacks essential details such as project name, sector, plot number, and completion timeline. Therefore, no enforceable rights arise against respondent nos. 2 and 3.
14. 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 (300 square yards) to the complainant.**
- G.II Direct the respondents to execute a plot buyer's agreement with the complainant.**
- G.III Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.**
- G.IV Direct the respondent to pay delayed possession charges at the applicable rates under law**

15. The above mentioned reliefs no. G.I, G.II, G.III & F.IV as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected
16. The original allottee 'Geeta Juneja' booked a plot admeasuring 300 sq. yards in the project of respondent named "Ramprastha City" located in Sector 37 D, Gurugram by making a payment of Rs.27,00,000/- vide receipt dated 13.04.2012. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved. The original allottee 'Geeta Juneja' expired on 11.02.2021 leaving behind her legal heirs Mr. Prem Nath Juneja (her husband), Vijay Kumar Juneja (her son-complainant) and Meenu Juneja (her daughter) as evident from the Surviving Member Certificate bearing no. 90660000134003. Thereafter, Mr. Prem Nath Juneja and Ms. Meenu Juneja have relinquished the rights in the favour of Mr. Vijay Kumar

Juneja pertaining to the allotment in question and the same is evident from the respective no objection certificates.

17. It is important to note that 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 "

18. 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
19. In the present complaint, the complainant intends to continue with the allotment and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso 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 delay, till the handing over of the possession, at such rate as 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 may be prescribed."

(Emphasis supplied)

20. **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."

21. In the instant case, the promoter has allotted a plot in its project vide preliminary allotment letter dated 13.04.2012. 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 13.04.2015.

22. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to Section 18 provides 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 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]

(1) 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.

23. The legislature in its wisdom in the subordinate legislation under the provision of 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.
24. 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%)**.
25. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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—

- (i) *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;*
- (ii) *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;"

26. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondents /promoter which is the same as is being granted to the complainants in case of delay possession charges.
27. 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 respondents are in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date. The Authority has observed that the due date of possession was 13.04.2015. However, the respondents/promoter have not allotted a specific plot number to the complainants and also has failed to handover possession of the plot to the complainants till date of this order. Accordingly, it is the failure of the respondents/promoter to fulfil its obligations and responsibilities to allot a specific unit number and hand over the physical possession. The Authority is of the considered view that there is delay on the part of the respondents to offer of possession of the booked 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 promoter as well as allottees.
28. 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., 13.04.2015 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.

29. 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 respondents is established. As such the complainants are entitled to delay possession charges at the prescribed rate i.e., @10.90% p.a. w.e.f. 13.04.2015 till offer of possession plus 2 months after obtaining 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.

G.V. Direct the respondents to execute a conveyance deed and offering the possession to the complainant.

G.VI. Direct the respondents not to charge from / have the Complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 13.04.2015. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses

30. The above mentioned reliefs no. G.V & F.VI as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
31. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
32. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable

G.VII Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project

33. As per Section 19(1) of the Act, the allottees are entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or rules and regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondent is directed to provide details i.e., actual area of the allotted unit in question to the complainant within a period of 30 days from the date of this order.

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

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

G.IX Direct the respondents to pay the complainant compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the complainant.

35. The complainants are seeking above mentioned relief w.r.t. compensation.
Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up

& Ors. has held that an allottee is entitled to claim compensation and litigation charges 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 and litigation expense 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 and legal expenses.

H. Directions of the authority

36. 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/promoters are directed to allot a specific plot of 300 sq. yds in its project namely Ramprastha City, Sectors 37 D, Gurugram and execute builder buyer's agreement within a period of 30 days.
- ii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iii. 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., 13.04.2015 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.
- iv. The arrears of such interest accrued from 13.04.2015 till the date of order by the authority shall be paid by the respondent/promoter to the

complainants 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.

- v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- vi. 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/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per section 2(za) of the Act.
- vii. The respondents are directed to execute buyer agreement and register the conveyance deed in favour of the legal heirs of the deceased allottee on submission of requisite documents as per applicable local laws.

37. Complaint stands disposed of.

38. File be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.07.2025