

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.	4936-2024	Sudesh jain, Rahul Jain and Rohit Jain Vs M/s Ramprastha Developers Pvt. Ltd. and M/s Ramprastha Promoters and Developers Pvt. Ltd and M/s Ramprastha Estate Pvt. Ltd.
2.	3610-2024	Sharad Jain Vs M/s Ramprastha Developers Pvt. Ltd. and M/s Ramprastha Promoters and Developers Pvt. Ltd and M/s Ramprastha Estate Pvt. Ltd.
3.	3508-2024	Daleep Moudgil Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited

CORAM:

Shri Arun Kumar

Shri Ashok Sangwan

Chairman**Member****APPEARANCE:**

Sh. Garvit Gupta (Advocate)

Sh. Ms. R. Gayatri Mansa, Shri Navneet Kumar Pandey and Rajat Gupta (Advocates)

Complainants

Respondents

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 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. And M/s Rampratsha Estate 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	Unit no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Offer of possession	Relief
1	4936-2024 Sudesh Jain, Rahul Jain and Rohit Jain Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developers private limited	21.04.2012 by RDPL (in favour of the original complainant) Complainants are the legal heir of the original allottee (certificate of revenue dept, NCT is on record)	No unit no. mentioned Area: 200 sq.yds. (sector 92,93 and 95)	NA	NA	21.04.2015 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 5,00,000/- TSC: 5,00,000/0	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation

2	3610-2024 Sharad Jain Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developers private limited	01.01.2008 (RDPL)	No unit number mentioned Area: 250 sq.yd. (Sector 92,93 and 95)	01.08.2018 (RDPL) Confirmation letter	NA	01.08.2011 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 2,50,000/- TCS: Rs. 2,50,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise compensation
3	3508-2024 Daleep Moudgil Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developers private limited	08.06.2006 (RDPL)	No unit number mentioned Area: 300 sq.yd. (Sector 92,93 and 95)	07.08.2010 (RDPL) Confirmation letter	NA	07.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 5,00,000/- TSC: Rs. 5,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise compensation

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/4936/2024 Sudesh Jain , Rahul jain and Rohit Jain And M/s Ramprastha Developers Private Limited and Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details.

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

CR/4936/2024 Sudesh Jain , Rahul jain and Rohit Jain And M/s Ramprastha Developers Private Limited , Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd..

S. N.	Particulars	Details
1.	Name of the project	Ramprastha City, Sectors 92, 93 & 95, Gurugram
	RERA Registered	Registered
2.	Project area	NA
3.	Plot no.	N.A.
4.	Unit area admeasuring	200 sq. Yds. (Page no. 35 of the complaint)
5.	Date of receipt in favour of the original allottee	21.04.2012 (page 35 of complaint)
6.	Letter w.r.t receiving of full and final payment issued by the complainant	18.08.2018 (Page no. 38 of the complaint)

7.	Date of execution of plot buyer's agreement	N.A.
8.	Possession clause	N.A.
9.	Due date of possession	Cannot be ascertained
10.	Basic price of the plot	N.A.
11.	Amount paid by the complainants	Rs.5,00,000/- [As per receipt information at page no. 35 of the complaint]
12.	Total Sale consideration	Rs. 5,00,000/-
13.	OC/CC	Not obtained
14.	Offer of possession	Not offered

B. Facts of the complaint.

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

- i. That, the Original allottee No.1 Lt. Nandu Mal Jain expired on 19.11.2016 leaving behind his legal heirs Sudesh Jain (his wife), Rahul Jain (his son) and Rohit Jain (his son). It is pertinent to mention here that Sudesh Jain (wife of the Original allottee No.1) is also the original co-allottee of the said unit.
- ii. That respondent no.1 offered for sale plots in its upcoming project, Ramprastha City, a residential plotted colony within a gated community at Sectors- 92, 93 and 95 Gurugram comprising plots with world class layout, infrastructure, facilities, amenities and services , including club houses, shopping complexes, swimming pools, green and open areas, spas, health and sports facilities with gated secure living conditions on a piece and parcel of land in Sectors- 92, 93 and 95 in Gurugram, Haryana (the "**Project**"). Lt. Nandu Mal Jain and complainant no.1 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. Lt. Nandu Mal Jain and Complainant No.1

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 Lt. Nandu Mal Jain and complainant no.1 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 Lt. Nandu Mal Jain and Complainant No.1 would be handed over within a span of 3 years from the date of the booking.

- iii. That Lt. Nandu Mal Jain and complainant no.1, 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 Lt. Nandu Mal Jain and Complainant No.1 in the project of the respondent no.1. The Respondent no.1 informed Lt. Nandu Mal Jain and Complainant No.1 that the size of the plot available with the respondent no.1 is of 200 sq. yards and its total consideration would be calculated at the rate of Rs. 2500/- per sq. yards. On this basis Lt. Nandu Mal Jain and Complainant no.1 booked a plot of 200 square yards in the Project at Ramprastha City, Sectors 92, 93 and 95, Gurugram, Haryana against the Total Price/sale consideration for the Plot of Rs. 5,00,000/-, hereinafter the "**Plot**". It is pertinent to mention here that the respondent no.1 in order to convince

Lt. Nandu Mal Jain and complainant no.1 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.

- iv. That Lt. Nandu Mal Jain and complainant no.1 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, Lt. Nandu Mal Jain and Complainant No.1 based on the Respondent's demand for upfront payment of the all-inclusive total, full and final sale consideration amount of Rs. 5,00,000/- for the plot in the project. it is pertinent to mention here that the said payments were made by Lt. Nandu Mal Jain and complainant no.1 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 Lt. Nandu Mal Jain and complainant no.1 only after the total sale consideration amount/full consideration is paid.
- v. Accordingly, respondent no.1 issued receipt no. 2369 signed by its director acknowledging the upfront payment of all-inclusive total full consideration (defined below) for the Plot of Rs. 5,00,000/- paid by Lt. Nandu Mal Jain and complainant no.1 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 Lt. Nandu Mal Jain and

Complainant No.1 ("**Full Consideration**" or "**Total Price**") The respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 200 sq. yards plot in the project of the respondent no.1.

- 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 complainant against the full upfront consideration received by it, which in the present case has been delayed for an extremely long period of time. The failure of the respondent no.1 and the fraud played by them is writ large.
- vii. That Lt. Nandu Mal Jain and Complainant No.1 had requested Respondent no.1 telephonically and by visiting the office of the respondent no.1 to update them about the date of allotment of the plot, execution of the plot buyer's agreement as well as the status of development of the residential colony in the project. It is pertinent to mention here that the respondents were approached by multiple allottees regarding the booking in the said project of the respondents. Moreover, the said group of allottees were aggrieved by the defaults of the respondents in allotting a specific plot despite the payment of the total sale consideration amount and thus have requested the respondents to abide by their obligations to allot a specific plot and execute a builder buyer agreement with the allottees
- viii. That Lt. Nandu Mal Jain and complainant no.1 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.

- ix. That Lt. Nandu Mal Jain and complainant no.1 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 Lt. Nandu Mal Jain and complainant no.1 into believing the respondents representations and assurances.
- x. That over the year, Lt. Nandu Mal Jain and complainant no.1 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 had 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 Lt. nandu mal jain and complainant no.1 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 Lt. Nandu Mal Jain and Complainant No.1. The respondents no.1 and 2 kept on misleading Lt. Nandu Mal Jain and complainant no.1 the by giving incorrect information and assurances that they would hand over the possession to the complainants very soon.
- xi. That on account of substantial delay on the part of respondents no. 1 and 2, Lt. Nandu Mal Jain and Complainant No.1 vide several telephonic follow ups, conversations and in person meetings reminded Respondents no. 1 and 2 of the obligations of execution of the buyer's agreement and handover the

physical possession of the Plot to Lt. Nandu Mal Jain and complainant no.1 after allotment. However, no heed was paid to the legitimate request made by Lt. Nandu Mal Jain and the Original allottee. The fact that the respondents no. 1 and 2 were in a completely dominant position, as they had demanded and already received upfront from Lt. Nandu Mal Jain and complainant no.1 the total price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including Lt. Nandu Mal Jain and complainant no.1 is evident from the conduct adopted by them in their dealings with them.

- xii. That however, unfortunately, Lt. Nandu Mal Jain expired on 19.11.2016. The complainants informed to the respondents about the death of Lt. Nandu Mal Jain and requested the respondents to endorse the allotment in their name being the legal heirs of Lt. Nandu Mal Jain. However, the respondents failed to do so for the reasons best known to them. complainants were in constant touch with the representatives of the respondents no. 1 and 2 and were constantly assured by them that the procedure of allotment and handing over of possession was going on in full swing and the same would be done shortly. The respondents no. 1 and 2 after the enactment of RERA Act, 2016 started saying and continued to maintain over the period from 2016 uptil now that the registration of the project under RERA was going on, this was time consuming, they had made the filings and were awaiting registration, which is a mandatory procedure and over which the respondents have no control as this is a regulatory process and under the purview of the government authorities, including the Authority. Thus, over these years the respondents have been misleading and keeping at bay unsuspecting buyers such as the complainants under the guise of the pending RERA registration of the Project with the Authority.

- xiii. That it is pertinent to mention herein that respondent no.1 vide its letter dated 18.08.2018 issued in the name Lt. Nandu Mal Jain and complainant informed the complainants that the total sale consideration of Rs. 5 lacs stands paid and that the DTCP has granted two licenses pertaining to two plotted projects of respondent no.1.
- xiv. That the complainants visited the office of the respondent in august 2023 and enquired about the status of completion of sale modalities. the representatives of the respondents informed the complainants that the registration of the project with this Hon'ble Authority was pending and upon its receipt, respondent no.1 or its relevant affiliate would complete all necessary formalities and paperwork for completion of the sale and hand over the possession of the plot. However, till date, such assurances of the Respondents have not been complied with and the complainants after paying upfront the full consideration for purchase of the plot in one go is left with no concrete answers. The conduct of the respondents clearly shows that they have no intention of dealing with the innocent allottees such as the complainants despite demanding and receiving upfront a substantial sum of money from them as the total price for the plot.
- xv. That the respondents filed an application for registering the project with the Authority on 19.09.2019. The said application is filed by an entirely different entity i.e., respondent no.3 and the material information, data and details in the said application, particularly financial information, details of pre-existing allottees/home buyers and status of infrastructure development completion in the project, are materially false, and involve material concealment/under reporting and padding up of data and figures; are full of gaps, inconsistencies and incomplete. It is pertinent to mention here the respondents vide the said

application had shown an unsold inventory of 266 plots out of the total 628 plots in the mixed category and 161 plots in the EWS category on a land spreading across 128.594 acres. Furthermore, the respondents had been promoting the sale of the said unsold plots vide its website and in the registration details submitted by it before the Authority, the respondents had proposed to complete the construction of the project by 31.12.2024. The respondents had further shown that the total expenditure done by it for the plots in question is to the tune of Rs. 18448.76/- lacs. However, on the other hand, despite receipt of all the approvals, as submitted by the respondents, during the process of issuance of registration certificate, the respondents had not complied with their obligations and had omitted to allot a specific plot out of the total available plots to the complainant. It is humbly submitted that the respondent should not be permitted to sell any of its unsold inventory in the said project till the time a specific plot is allotted and its possession is handed over to the complainant. It is pertinent to mention herein that the website of the respondents is not showing the actual status of the project in question and the same is in contravention to the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017. It is pertinent to mention herein that the website of the respondents is not showing the actual status of the project in question and the same is in contravention to the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

- xvi. That the respondents have misused and converted to their own use the huge hard-earned amounts received from the complainant in the project in a totally illegal and unprofessional manner and the respondents have been least bothered about allotment or execution of the agreement and handing over of

possession of the plot in the project to the complainant. The complainant have been duped of their hard-earned money paid to the respondents regarding the plot in the project. The respondents have deliberately, mischievously, dishonestly and with malafide motives cheated and defrauded the complainant. it is unambiguously clear that no force majeure is involved and that the respondents have just been sitting on the land and the project over these years.

- xvii. That the respondent are enjoying the valuable amount of consideration paid by the complainant out of their hard-earned money and the complainant realizing the same, demanded delayed possession charges from the respondents. The respondents have in complete defiance of their obligations refused to allot the plot or execute the agreement and hand over the possession to the complainant along with delayed possession charges leaving them with no other option but to file the present complaint. Since respondents miserably failed in their obligations, hence the complainant are entitled to delayed possession charges at the rate prescribed as per the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 beside compensation for huge mental torture and misrepresentation.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):

- I. Direct the respondents to demarcate and allot the plot in the project (200 square yards) to the complainant.
- II. Direct the respondents to 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 and offering the possession to the complainant.
 - V. Direct the respondents not to charge from / have the Complainant pay stamp duty / other outgoes in excess to the rate prevailing / circle rate as on 14.01.2015. 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 delayed possession charges at the applicable rates under law.
 - 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.
10. In CR NO. 4936-2024, 3610-2024, 3508-2024, the respondent-promoters have failed to file a reply despite several opportunities granted by the authority. It shows that the respondents are intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondents.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction.

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

D.II Subject matter jurisdiction.

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

Section 11

.....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

14. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by

the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

E. Findings on the relief sought by the complainant.

E.I Direct the respondents to demarcate and allot the plot in the project (200 square yards) to the complainant.

E.II Direct the respondents to execute a plot buyer's agreement with the complainant

E.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.

E.IV Direct the respondent to pay delayed possession charges at the applicable rates under law

15. The above mentioned reliefs no. E.I, E.II, E.III & E.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 No.1 Lt. Nandu Mal Jain expired on 19.11.2016 leaving behind his legal heirs Sudesh Jain (his wife), Rahul Jain (his son) and Rohit Jain (his son). It is pertinent to mention here that Sudesh Jain (wife of the Original allottee No.1) is also the original co-allottee of the said unit. The original allottee has booked a plot admeasuring 200 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a payment of Rs.5,00,000/- vide receipt dated 21.04.2012. It was also specifically clarified that a specific plot shall only be earmarked once the zoning plans are approved. It is important to note that the respondent sent a letter dated 18.08.2018 for confirming having received full and final basic sale price against the subject unit.
17. 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 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 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."

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 receipt dated 21.04.2012. 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 21.04.2015.
22. **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%.

23. 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%**).
24. The definition of term 'interest' as defined under section 2(z) 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.
25. 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
26. 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 21.04.2015. However, despite receipt of Rs. 5,00,000/- 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.

27. 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., 21.04.2015 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
28. 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. 21.04.2015 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.

29. In Cr No. 4936-2024, the complainants are the legal heir of the original allottee. The Surviving member certificate issued by revenue dept , NCT have been placed on record by the complainants. Therefore, the respondent is directed to execute buyer agreement and register the conveyance deed in favour of the legal heirs of the deceased allottee on submission of requisite documents as per applicable local laws.
30. It is submitted 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 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 chairpersons, 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.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 14.01.2015. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.

31. 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.
32. 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.
33. 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.

34. 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

35. 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 Compensation

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

F. Directions of the authority.

37. 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 200 sq. yds in its project namely Ramprastha City, Sectors 92, 93 & 95, 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 respondent/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., 21.04.2015 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 21.04.2015 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.
- 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/promoters which is the same rate of interest which the


promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

- vii. The respondents are 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.
- viii. In Cr No. 4936-2024, the respondent is directed to execute buyer agreement and register the conveyance deed in favour of the legal heirs of the deceased allottee on submission of requisite documents as per applicable local laws.

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



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.07.2025