

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

**Complaint no.** : 3007 of 2024  
**Date of filing :** 09.07.2024  
**Date of decision :** 27.05.2025

Meena Singh

**R/o:** - A/101, Platinum Heights, Sector-9,  
Ramprastha Greens Vaishali, District. Ghaziabad, UP-  
201010

**Complainant**

Versus

M/s Ramprastha Developers Private Limited.  
M/s Ramprastha Promoters and Developers Private  
Limited.  
M/s Ramprastha Estates Private Limited.  
**Regd. Office at:** Plot no. 114, Sector- 44, Gurugram-  
122002

**Respondents**

**CORAM:**

Shri Arun Kumar  
Shri Vijay Kumar Goyal  
Shri Ashok Sangwan

**Chairman**  
**Member**  
**Member**

**APPEARANCE:**

Shri Garvit Gupta  
Ms. R. Gayatri Mansa, Shri  
Navneet Kumar and Shri Rajat  
Gupta

Advocate for the complainant  
Advocate for the respondents

**ORDER**

1. The present complaint dated 09.07.2024 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 provision of the Act or the Rules and regulations made there under or to the allottee 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 and location of the project	"Ramprastha City", Sector-92, 93 & 95, Gurugram.
2.	Nature of the project	Residential plotted colony
3.	Rera registered	Registered vide no. 13 of 2020 dated 05.06.2020 Valid upto 31.12.2024
4.	Date of receipt	21.11.2016 (page 33 of complaint)
5.	Provisional allotment letter	16.05.2017 ( Page 41 of complaint)
6.	Plot No.	NA
7.	Plot area admeasuring	200 sq.yds (page 33 of complaint)
8.	Date of builder buyer agreement	NA

9.	Possession Clause	NA
10.	Due date of possession	16.11.2020 (Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018</i> from the date of allotment letter i.e. 16.05.2017 including grace period of 6 months in lieu of Covid-19)
11.	Payment Receipt	Rs. 13,00,000/- (page 33 of complaint)
12.	Basic sale price	NA
13.	Amount paid by the complainant	Rs. 13,00,000/- (page 33 of complaint)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

## B. Facts of the complaint

3. The complainants have made the following submissions in the complaint: -
  - i. That Respondent no.1 offered for sale plots in its upcoming project, Ramprastha City, a residential plotted colony within a gated community at Sector-92, 93 & 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"**). The original allottees received a marketing call from the office of respondent no.1 in the month of December, 2012 for booking in this upcoming project of the respondent no.1. The original allottees 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 allottees 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 allottees would be handed over within a span of 3 years from the date of the booking.

- ii. That the original allottees, 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 allottees in the project of the respondent no.1. The respondent no.1 informed the original allottees 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. 6,500/- per sq. yards. On this basis the original allottees 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. 13,00,000/-, hereinafter the "**Plot**". It is pertinent to mention here that the respondent no.1 in order to convince the original allottees 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 allottees 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 allottees based on the respondent's demand for upfront payment of the all-inclusive total, full and final sale consideration amount of Rs. 13,00,000/- for the plot in the project, made the payment to the respondent of Rs 13,00,000/- on 28.02.2013. It is pertinent to mention here that the said payment was made by the original allottees 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 allottees only after the total sale consideration amount/full consideration is paid.
- iv. That the complainant had been attracted towards the aforesaid project on account of publicity done by the respondent through various means like various brochures, posters, advertisements etc. The complainant visited the sales gallery and consulted with the marketing staff of the respondent. The marketing staff of the respondent painted a very rosy picture of the project and made several representations with respect to the innumerable world class facilities to be provided by the respondent in its project. The marketing staff of the respondent also assured timely completion of all the obligations of the agreement including transferring the title of the unit after handing over the possession to the complainant.

- v. That thereafter the complainant approached the original allottees for purchase of the unit in question and accordingly it was decided that the original allottees would transfer the rights, title and lien of the unit in question to the Complainant. The original allottees, vide their application dated 26.11.2016 requested the respondent no 1, for the transfer of said rights and title in the name of complainant. consequently, the complainant made the said payment of Rs 13,00,000/- towards the said booking and respondent No 1, accordingly issued a new original receipt no. 2675 dated 21.11.2016 (in lieu of old receipt no 2564 dated 28-02-2013) in the name of complainant, acknowledging the said payment. Thus, the complainant stepped into the shoes of the original allottees with respect to the said 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 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 the complainant requested respondent no.1 telephonically and by visiting the office of the respondent no.1 several times 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 plot buyer agreement with the allottees. It is pertinent to mention here that the respondents accordingly issued allotment letter to certain allottees out of the said bunch of allottees. However, the respondents failed to allot a specific plot to the complainant despite the repeated requests and reminders through emails, correspondences and personal visits.

- viii. That the respondent no.1 based on the booking (vide receipt No-2675 dated 21-11-2016) made by the complainant and only after the complete payment of Rs. 13,00,000/- made by the complainant, issued a provisional allotment letter dated 16.05.2017 confirming the allotment of a plot admeasuring 200 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 complainant vide the said allotment letter and had stated that a specific plot shall be allotted to the complainant 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 7 years from the date of booking.
- ix. That the complainant was taken aback to note that from the very start it was not respondent no.1 but respondent no.2 who was 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.
- x. That the complainant 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 complainant into believing the respondents representations and assurances.

- xi. That over the years, the Complainant met the representatives of respondent no.1 and 2 company on several occasions and made it clear to them that she is in dire need of the residential plot and she has paid her 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 complainant and would soon execute the 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 complainant. The respondents no.1 and 2 kept on misleading the complainant by giving incorrect information and assurances that they would hand over the possession to the complainant very soon.
- xii. That on account of substantial delay on the part of respondents no. 1 and 2, the complainant vide several telephonic follow ups, conversations and in person meetings including reminders through e-mails and correspondences, reminded respondents no. 1 and 2 of the obligations of execution of the buyer's agreement and handover the physical possession of the Plot to the complainant after allotment. However, no heed was paid to the legitimate request made by the complainant. The fact that the respondents no. 1 and 2 were in a completely dominant position, as they had demanded and already received upfront from the complainant the total



price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainant is evident from the conduct adopted by them in their dealings with the complainant.

- xiii. That the complainant vide several telephonic calls and multiple visits and meetings, emails and correspondences with the respondent's no. 1 and 2 had enquired about the allotment of a specific plot and execution of the plot buyer agreement but to no avail. The respondent's no. 1 and 2 at every visit and meeting kept on assuring and promising the complainant that the needful would be done at the earliest as the same is in process of being done. it is pertinent to mention here that during the course of enquiry about the allotment and execution of the plot buyer agreement, the respondents no. 1 and 2 have failed to send any written communication or information or any sort of update whatsoever to the complainant.
- xiv. That the complainant visited the office of the respondent in January 2024 and February 2024 and enquired about the status of completion of sale modalities. The representatives of the respondents informed the Complainant 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 complainant 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 complainant despite demanding and receiving upfront a substantial sum of money from them as the total price for the plot.

- xv. 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.
- xvi. That the complainant has time and again requested the respondents to allot the specific plot in the project, execute the agreement and handover the possession of the plot allotted to the complainant. However, the respondents failed to respond to any of the genuine concerns raised by the complainant and the multiple requests made by them vide telephonic calls and by visiting the office of the respondent to get the possession of the plot were in vain, for which the respondents had demanded payment of the total price and been paid upfront by the complainant. The respondents despite the numerous reminders have failed to respond to the queries as raised by the complainant.
- xvii. That the respondents have committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 8 years calculated upto June, 2024 and till date the agreement has not been executed nor has possession of the Plot in the project been handed over by the respondents to the complainant. The failure of the respondents has resulted in serious consequences being borne by the complainant. The high headedness of the respondents is an illustration of how the respondents conduct their business which was only

to maximize the profits with no concern for the buyers, including the complainant. It is pertinent to mention herein that the complainant vide her email dated 09.12.2023 requested the respondent to update them about the status of the possession. However, strangely, the respondent vide its email dated 11.12.2023 informed the complainant that the respondent has already applied for registration of the project of the respondent in Sector 37C and 37D. Thus, the complainant is still unsure that if the possession of the plot allotted to the complainant is in Sector 92, 93 and 95 or in Sector 37C and 37D.

xviii. 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 has 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. Despite sending letter dated 26.12.2023 to the respondents, no heed has been paid to the genuine requests and queries of the complainant.

xix. That the respondent are enjoying the valuable amount of consideration paid by the complainant out of her 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 is 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 complainants: -**

4. The complainants have sought following relief(s)
  - I. Direct the respondents to demarcate and allot the plot in the project (200 square yards in Ramprastha City, Sector 92, 93, 95, Gurugram, Haryana) to the complainant as per provisional allotment letter dated 16.05.2017 especially when registration certificate bearing no. GGM/397/129/2020/13 dated 05.06.2020 has already been granted by the Authority.
  - 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 hand over the possession of the plot in question to the complainant after obtaining the completion certificate on an immediate basis.
  - IV. Direct the respondents to execute a conveyance deed and offering the possession to the complainant as per Section 17 of RERA Act, 2016.
  - V. Direct the respondents not to charge from the complainant to pay stamp duty, development charges /other outgoes in excess to the rate

prevailing/circle rate as on 28.02.2016. 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 has already paid upfront the total price to the respondents and in view of the respondent's track record, direct them to pay forthwith to the 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. 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. Written submissions filed by the respondent no. 2 and 3.**



6. The respondent has contested the complaint on the following grounds: -

- i. That at the very outset, it is pertinent to bring it to the notice of this Hon'ble Authority that the complainant has merely filed the present Complaint that too on the basis of the Receipt dated 21.11.2016 issued by Ramprastha Developers Pvt Ltd towards the tentative registration of the plot in future potential project and was not issued by the answering Respondent. Therefore, filing of a complaint against the answering Respondent herein is outright baseless and preposterous and the answering Respondent is bound to be deleted from the array of parties under the principles of Order 1 Rule 10 of the Code of Civil Procedure, 1908.
- ii. That the prayer for possession and/or execution of plot buyer agreement on the basis of the Money Receipts(s) is in the nature of a relief for specific performance. However, it is undisputable preposition of law that the Court can direct specific performance only of a valid and binding contract between the parties.
- iii. That the receipt is merely a document showing receipt of a sum of money and in the absence of details of property the said receipt does not amount to a contract for sale of an immoveable property. Hence, in these circumstances, the period of limitation is 3 years from the date of payment and the Complaint is therefore barred by limitation.

7. All other averments made in the complaint 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 submissions 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 The Town and Country Planning Department, Haryana 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 allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11(4)(a)****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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

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

**F.1 Objection regarding maintainability of complaint**

13. 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 2016. 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.
14. On consideration of the documents available on record and submissions made by the party, the authority observes that the 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 Act is reproduced hereunder: -

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

The project in question, namely, "Ramprastha City, Sector-92, 93 & 95, Gurugram" is a duly registered project, which was granted registration vide No. 13 of 2020 dated 05.06.2020. Further, no completion certificate has yet been obtained by the promoter-builder with regard to the concerned project.

15. 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.
16. It is important to note that despite receipt of consideration of Rs. 13,00,000/- against the booked plots back in 2016, the respondent-promoter has failed to execute an agreement for sale with respect to the same. As the respondent has failed to handover the possession of the allotted plot to the complainants and thus, the cause of action is continuing till date and recurring in nature.
17. 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 complainants.**

- G.I. Direct the respondents to demarcate and allot the plot in the project (200 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.
18. The above mentioned reliefs no. G.I ,G.II, G.III & G.IV as sought by the complainant is being taken together and these reliefs are interconnected.

19. The complainants have 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.13,00,000/- vide receipt dated 21.11.2016. It is important to note that the subject receipt has been issued in lieu of old receipt dated 28.02.2013 which was in favour of the original allottee. Thereafter, the respondent issued provisional allotment in favour of the complainant confirming the plot admeasuring 200 sq.yds at Ramprastha City, Sector 92, 93 and 95.

20. It is important to note that 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 hass 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 spective projects, project and when evidently no prospective project have ever been floated at the instance of the present petitioners, therebys 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', wherebys becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, therebys not only in respect of ongoing projects, but also in respect of projects to be launched in future... the present respondent but became a person/allottee in terms of Annexure P-3 he became promised to be made, the 18 of 19 Neutral Citation No:=2025:PHHC:019155-DB CWP-24591 24591-2024 allotments vis-a-vis vis projects to be undertaken in future, wherebys also the present respondent was a person/allottee person/allottee who would subsequently acquire acquire the subject project through sale or transfer thereof being made in his favour "*



21. 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.
22. 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."*

23. **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."*

24. In the instant case, the promoter has allotted a plot in its project vide Provisional allotment letter dated 16.05.2017. 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 16.05.2020. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 16.05.2020 i.e. after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to 16.11.2020.

**25. 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%.*

26. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., **27.05.2025** is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
27. 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.
28. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
29. 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 16.11.2020. However, despite receipt of Rs. 13,00,000/- against the booked plot back in 2013, 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.

30. 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., 16.11.2020 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

31. 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 @11.10% p.a. w.e.f. 16.11.2020 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.
32. 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

**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.**

33. 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.

34. 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.

35. 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.**

36. 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**

37. 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.

**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 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**

38. 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

#### **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 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/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 16.11.2020 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 16.11.2020 till the date of order by the authority shall be paid by the respondent/promoters 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules

- iv. The respondent/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 16.11.2020 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.
- 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 allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoters which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- vii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority. Further, 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. The respondents are directed not to charge anything which is not part of buyer agreement.

40. Complaint stands disposed of.


41. File be consigned to registry.



Ashok Sangwan  
Member



Vijay Kumar Goyal  
Member



Arun Kumar  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.05.2025