

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

Complaint no. : 3643 of 2024  
Date of complaint : 29.07.2024  
Date of order : 12.08.2025

Kiran Kumar Soin,  
R/o: - B2/63, Safdarjung Enclave, New Delhi-110029.

**Complainant****Versus**

1. M/s Ramprastha Estates Private Limited.
2. M/s Ramprastha Developers Pvt. Ltd.  
Both Regd. Office At: - Plot no. 114, Sector 44, Block-C,  
Gurugram-122002.
3. M/s Ramprastha Promoters & Developers Pvt. Ltd.  
Regd. Office at: C-10, C Block Market, Vasant Vihar,  
New Delhi

**Respondents****CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairman**  
**Member**

**APPEARANCE:**

Shri Venkat Rao (Advocate)  
Shri Abhishek Bhardwaj and Gayatri  
Mansa (Advocates)

**Complainant**  
**Respondents**

**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 92,93 and 95, Gurugram, Haryana  |
| 2     | RERA Registered/ not registered | Registered  |
| 3     | Plot no.                        | E-450<br>(As per page no. 30 of the complaint)  |
| 4     | Unit area admeasuring           | 250 sq. yds.<br>(page 21 of complaint)  |
| 5     | Date of receipt                 | 25.09.2006<br>(As per page no. 21 of the complaint)   |
| 6     | Welcome letter                  | 27.01.2013<br>(page 6 of complaint)   |
| 7     | Date of allotment               | NA  |
| 8     | Date of agreement               | 22.01.2013<br>(page 24 of complaint)  |
| 9     | Possession clause               | NA  |
| 10    | Due date of possession          | 22.01.2016<br><br>[Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i> ] |
| 11    | Total sale consideration        | NA  |

|    |                                |   |
|----|--------------------------------|---|
| 12 | Amount paid by the complainant | Rs.17,40,625/-<br>(As per the payment receipts) |
| 13 | Completion certificate         | Not received                                    |
| 14 | Offer of possession            | Not offered                                     |

### B. Facts of the complaint

3. The complainant has made the following submissions: -
  - I. That the respondent companies have resorted to unfair practices by way of making incorrect, false and misleading statements over the allotment/sale/possession of residential plots in their residential plotted colony in "Ramprastha City" and thereby violated provisions of the Act and Rules & Regulations made thereunder.
  - II. That the respondents have failed to abide by the provision of Section 11(3) of the RERA Act of 2016, as they have not fulfilled their duties, responsibilities and obligations for providing the stage wise time schedule of completion of the project, including the provision of civic infrastructure like water, sanitation and electricity, and also for providing sanctioned plans, layout plans with specifications, as provided under the RERA Act and has kept the complainants in dark for last 18 years. It is pertinent to mention that as on date the respondents have no valid license and environment clearance for the project in question.
  - III. The respondents did not provide the allotment letter as soon as the booking was done by the complainant and kept the complainant in dark by false assurances of providing the allotment letter and failed to perform the duties of the promoter and took more than 7 years to provide the same, thus, violation of section 11 (3) of the RERA, 2016.
  - IV. That the respondents had violated provisions of Section 18 of the Act 2016 since they have failed to provide the possession of the plot and had delayed its possession indefinitely since Year 2006, and thus they are



liable for payment of interest for every month of delay since Year 2006.

- V. That the action of the respondent companies tends to harass the complainants on account of their failure to comply with the compliances, norms, rules and regulations required by various authorities, including regulatory authorities- HRERA, to complete the said Project.
- VI. That the respondents have hoodwinked the complainant under the garb of providing the possession of the plot and then executing conveyance deed and had utilised the funds so collected for any other project or siphoned off the same for their own luxuries.
- VII. That the complainant being unable to wait for indefinite period for proper physical possession of his plot, the complainant had sent the letter to the Deputy Commissioner of Police dated 19.03.2024 regarding the cheating and fraud which has been played upon the complainants and ill-intention of keeping the hard earned monies of the complainants. The Complaint was duly received by the Office of Deputy Commissioner of Police, New Delhi. Further, a Chargesheet has been filed by IO U/S 406,420,409,120B of IPC.
- VIII. That the action of the respondent's companies tends to harass the complainant on account of failure on their part and to provide the complainant with possession of the plot booked way back in the year 2006.
- IX. That subsequently, believing upon the assurances, promises, representations and undertaking of the respondents, the complainant decided to book a plot upon the trust and faith that the respondents have obtained all sanction(s) and Approval(s) deemed necessary from various regulatory / government / authorities for the development of the said project. Believing the respondents, the complainant made the payment of

Rs. 5,00,000/- towards Full Payment for a 250 sq. yds plot in the project of the respondent's.

- X. That upon making the payment, the respondent's provided the complainant tentative registration of a 250 sq. yards plots against a full and final payment of Rs. 5,00,000/- which was acknowledged by the respondents vide receipt no. 921, dated 25.09.2006, issued in favour of the complainant, Mr. Kiran Kumar Soin in their project.
- XI. That the respondents vide letter dated 19.01.2010 informed that respondent company vide memo no. I.C.2098-JD(BS)/2009/1989 received LOI for the Development of a residential township in Sector 92, 93 & 95 from the DTCP, Chandigarh, Govt. of Haryana and were in the process of complying with the various formalities before the formal launch of the project and had further asked the complainant to provide the full credentials for the allotment process.
- XII. That the respondents vide letter dated 26.09.2012, confirmed the tentative booking of the complainant and further informed that the complainants need to visit the office of the respondents along with the original booking receipt for the same. In furtherance of the said letter, the complainant visited the office of the respondents but every time the respondent did not provide the allotment on one pretext or another.
- XIII. That after much pursuance, an agreement ("**Agreement**") dated 22.01.2013 was executed between the respondents and the complainant wherein no details regarding the time period of handing over the possession of the plot to the complainant was mentioned. Moreover, it only mentioned about the details of the booking amount which was initially deposited by the complainant and the provisional allotment of the plot admeasuring 250 Sq. Yards.



- XIV. That on demand of the respondent, the complainants has further paid an amount of Rs. 10,00,000/- and 7,40,625/- respectively to the respondents towards EDC/IDC/PLZ Charges to which was duly acknowledged by the respondent vide receipt dated 30.01.2013 and 11.02.2013, *respectively*.
- XV. That the welcome letter along with the allotment letter dated 27.02.2013 was issued in favour of the complainant wherein the plot No. E-450 admeasuring 250 sq. yds. in Ramprastha City, Sector 92, 93 & 95 Gurugram, Haryana was allotted to the complainant by the respondents. The allotment letter was issued by the respondents in favour of the complainant after a period of 7 years from the date of booking. It is pertinent to mention that respondent's being in dominant position played fraud upon the complainant by having *malafide* by delaying the said process despite receiving the entire amount way back in the year 2006.
- XVI. That even after execution of the agreement and issuance of the allotment letter, the respondent failed to develop the plot and handover possession of the unit. Upon not receiving the possession of the plot, the complainant sent various letters dated 04.08.2017, 04.03.2022, 25.02.2023 and 16.09.2023 wherein the complainant time and again requested the respondent for handing over of the possession of the plot, however, the respondent kept mum on all the said letters of the complainant and failed to handover possession despite the lapse of more than 18 years causing mental agony and financial strain on the complainant.
- XVII. That the respondents failed to handover the possession of the aforesaid plot which clearly depicts its *malafide* intention to cheat and dupe the complainant. Further, receiving more than 10% of the sale consideration

without executing an agreement for sale for more than 6 years is in gross violation of Section 13 of the Real Estate (Regulation and Development) Act, 2016.

- XVIII. That from the year 2013-2024, the complainant was running pillar to post for possession and conveyance deed for the plot admeasuring 250 sq. yds., but to no avail. Moreover, the complainant also requested for execution of the possession letter, but the respondent's keep on delaying it and the possession and has not been executed till date.

**C. Relief sought by the complainants:**

4. The complainant has sought following relief(s):
  - I. To direct the respondents to provide specific plot and execute the builder buyer agreement for sale for a plot measuring 200 sq. yds. in their Project "Ramprastha City" as promised and allotted by the respondents without any additional charges as the full and final sales consideration has already has been paid by the complainant.
  - II. To award delayed possession charges at the prescribed rate of Interest for the inordinate delay in handing over of the possession of the plot by the respondents till date from the due date of possession till the actual date of possession.
  - III. To direct the respondents to also handover physical possession of the plot within a reasonable time.
  - IV. To direct the respondents to execute the conveyance deed in favour of the complainants.
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. Reply by the respondent no. 1 and 3.**

6. The respondents have contested the complaint on the following grounds:
  - i. That at the very outset, it is submitted that the **Receipt** based on which the present complaint has been filed has **NOT** been issued by the answering



respondent. Hence the present complaint is not maintainable at all against the answering respondents and hence, respondents no. 1 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 Hon'ble 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 (hereinafter referred to as '2016 Act').
- 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 11.04.2006 (*Annexure C1 of the Complaint*), which was *allegedly* issued towards tentative registration of plot in future project of the arrayed Respondent no. 2.
- iv. 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. 2. Hence by any stretch of the imagination such a RECEIPT is not legally enforceable against the answering respondent 1 and hence, relief of specific performance is not available against the answering respondents.



- v. That the complainant has filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of the plot along with execution of plot buyers agreement knowing well that such reliefs are not tenable in law not only in view of the provisions of the 2016 Act but also in view of the provisions of Specific Relief Act, 1860 and the law of limitation.
- 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 respondent. 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 respondent has raised through the present reply. In such circumstances, the Ld. Authority ought to dismiss the complaint with exemplary costs.
- vii. That the answering respondents have not issued the impugned RECEIPT and has no connection whatsoever with the issue of the said RECEIPT. That respondent No. 2 and the Answering Respondents are separate and distinct legal entities. Copy of MCA data downloaded from MCA Portal would reveal that the answering respondents have distinct CINs and are therefore not liable for the liabilities whether alleged or otherwise of respondent no. 2. That the answering respondents do not have agreement with respondent No. 2 so far as the alleged RECEIPT is concerned. That in view of the aforesaid submissions, the answering respondents herein deny each and every allegation leveled by the complainant vide the complaint. That the respondents, by way of the present preliminary reply denies each averment of the complaint being unsubstantiated, misleading, frivolous,

contemptuous, and false. That the present complaint of the complainant is purely woven around a web of fallacies and concocted and fabricated documents that impinge upon the legal and justice delivery system which should be strictly dissuaded in the interest of justice.

- viii. That the answering respondents herein further reserves its right to make any such additional submissions and place on record any such additional material evidence at an appropriate time or as and when any additional submissions/documents are produced by the complainants.
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.Findings on the objections raised by the respondents.****F.I Objection regarding maintainability of complaint.**

13. The counsel for the respondents have raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2006. The issues with respect 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 above Section is reproduced hereunder: -

*3.(1)...Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the*

*promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:*

The 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. It is important to note that despite receipt of consideration of Rs. 17,40,625/- against the booked plot way back in 2012, and the respondent has failed to handover the possession of the allotted plot to the complainants. Thus, the cause of action is continuing till date and recurring in nature.
16. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

**F.II Objection raised by respondent no. 1 (Ramprastha Estates Private Limited and respondent no.3 (Ramprastha Promoters and Developers Private Limited) for deletion of their name.**

17. In some cases, the respondent no. 1 and 3 have submitted a common written statement and have taken the objection that the answering respondents have not issued the impugned RECEIPT and has no connection whatsoever with the issue of the said RECEIPT. That Respondent No. 1 and the answering respondents are separate and distinct legal entities. Copy of MCA date downloaded from MCA Portal would reveal that the answering respondents have distinct CINs and are therefore not liable for the liabilities whether alleged or otherwise of respondent No. 1. That the Answering Respondents do not have agreement with Respondent No. 1 so far as the alleged RECEIPT is concerned. That in view of the aforesaid submissions, the answering Respondents herein deny each and every allegation leveled by the Complainant vide the Complaint. That the Respondents, by way of the



present Preliminary Reply denies each averment of the Complaint being unsubstantiated, misleading, frivolous, contemptuous, and false. That the present Complaint of the Complainant is purely woven around a web of fallacies and concocted and fabricated documents that impinge upon the legal and justice delivery system which should be strictly dissuaded in the interest of justice.

18. 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.II To direct the respondents to execute the builder buyer agreement for sale for a plot measuring 250 sq. yds. in their Project "Ramprastha City" as promised and allotted by the respondents without any additional charges as the full and final sales consideration has already has been paid by the complainant.**

**G.III To award delayed possession charges at the prescribed rate of Interest for the inordinate delay in handing over of the possession of the plot by the respondents till date from the due date of possession till the actual date of possession.**

**G.III To direct the respondents to also handover physical possession of the plot within a reasonable time**

**G.IV Direct the respondent to execute conveyance deed in favour of the complainant.**

19. The above mentioned reliefs no. G.I, G.II, G.III & G.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.

20. The complainants had booked a plot admeasuring 250 sq. yards. in one of the futuristic projects of respondent by paying an amount of Rs.17,40,625/-. The respondent- promoter allotted unit no. E-450 to the complainant. Thereafter, the respondent issued welcome letter dated 27.02.2013 to the complainant. The agreement executed between the parties on 22.01.2013.

21. In the present complaint, the complainants intend 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)***



22. **Due date of possession:** As per the documents available on record, an agreement executed on 22.01.2013 but there is no due date of handing over of possession is mentioned. 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."*

23. In the instant case, the promoter has allotted a plot in its project vide agreement dated 22.01.2013. In view of the above-mentioned reasoning, the date of execution of buyer agreement 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 22.01.2016.
24. **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.*

25. 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.
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., 12.08.2025 is **8.90%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.90%**.
27. The definition of term 'interest' as defined under section 2(z) 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:

*"(z) "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;"*



28. 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.
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 respondents is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date. The due date of possession comes out to be 22.01.2016.
30. It is pertinent to mention over here that even after a passage of more than 9 years (i.e., from the date of buyer agreement till date) neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoters. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. Further, the authority observes that there is no document placed on record from which it can be ascertained that whether the respondents have applied for occupation certificate/part occupation certificate or what is the status of construction of 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.
31. 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. 22.01.2016 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. The respondents are further directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.

32. The complainant is further seeking relief with respect to handing over of possession of plot as well as execution of conveyance deed in their favour. Section 17(1) of the Act obligates the promoter to handover the physical possession of the plot and to get the conveyance deed executed in favour of the allottee and the same is reproduced below:

***"17. Transfer of title. -***

*(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*

*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."*

33. However, in the instant case, 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. The respondents/promoter are under an obligation as per Section 17 of Act to handover possession of the plot and to get the conveyance deed executed in favour of the complainants. Thus, in view of the above, the respondents/promoter is directed to handover possession of the allotted plot admeasuring 250 sq. yards to the complainants after obtaining CC/part CC from the competent authority and to execute the conveyance deed in favour of complainants within a period of three months from the date of



issuance of completion certificate/part completion certificate, upon payment of the outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act.

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

34. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondents are directed to pay interest to the complainants 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., 22.01.2016 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.
  - ii. The arrears of such interest accrued from 22.01.2016 till the date of order by the authority shall be paid by the respondents 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 promoters to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules.
  - iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - iv. The rate of interest chargeable from the allottee by the promoters, in case of default shall be charged at the prescribed rate i.e.,

10.90% by the respondents 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.

- v. The respondents are directed to handover possession of the allotted plot and to execute conveyance deed in favour of the complainants on payment of stamp duty and registration charges within three months after obtaining completion/part completion certificate from the competent authority.

35. Complaint stands disposed of.

36. File be consigned to registry.



Ashok Sangwan  
Member



Arun Kumar  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 12.08.2025**