

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM****Order pronounced on: 12.08.2025**

NAME OF THE BUILDER		M/s RAMPRASTHA PROMOTERS PRIVATE LIMITED
S. No.	Case No.	Case title
1.	3645-2024	Pulkit Soin Vs Ramprastha Estates pvt. Ltd and Ramprastha Developers Pvt. Ltd..
2.	3649-2024	Saroj Chopra and Nancy Budhiraja Vs Ramprastha Estates pvt. Ltd and Ramprastha Developers Pvt. Ltd..

**CORAM:**

Shri Arun Kumar

Shri Ashok Sangwan

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

Sh. Venkat Rao (Advocate)

Sh. Khush Kakra, Rajat Gupta  
and Gaytri Mansa (Advocates)

Complainants

Respondents

**ORDER**

1. This order shall dispose of the aforesaid 2 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 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	3645-2024 Pulkit Soin Vs Ramprastha Estates Pvt. Ltd and Ramprastha Developers Pvt. Ltd.,	25.09.2006 (issued by Ramprastha Developers Pvt.Ltd)	No unit no. mentioned  <b>Area:</b> 300 sq.yds.  (sector 92,93 and 95 as per tentative booking letter)	NA	NA	25.09.2009 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  A.P: Rs. 5,00,00 0/-	1. Direct the respondent to provide specific number and details of the plot. 2. Direct the respondent to execute builder buyer agreement. 3. DPC 4. Physical Handover. 5. Execute conveyance deed.
2	3649-2024 Saroj Chopra and Nancy Budhiraja Vs Ramprastha Estates Pvt. Ltd and	12.09.2006 (issued by Ramprastha Developers Pvt.Ltd)	No unit no. mentioned  <b>Area:</b> 300 sq.yds.	NA	NA	12.09.2009 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  A.P: Rs. 5,00,00 0/-	1. Direct the respondent to provide specific number and details of the plot. 2. Direct the respondent to execute builder buyer agreement. 3. DPC

Ramprastha Developers Pvt. Ltd.,	(sector 92,93 and 95 as per tentative booking letter)						4. Physical Handover. 5. Execute conveyance deed.
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4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter 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/3645/2024 Pulkit Soin Vs. M/s Ramprastha Estate Pvt. Ltd. And M/s Ramprastha Developers 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/3645/2024 titled as Pulkit Soin Vs. M/s Ramprastha Estate Pvt. Ltd. And M/s Ramprastha Developers Pvt. Ltd.**

S.N.	Particulars	Details
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1.	Name of the project	Ramprastha City, Sectors 92, 93 & 95, Gurugram
	RERA Registered	Registered
3.	Plot no.	N.A.
4.	Unit area admeasuring	300 sq. Yds. (Page no. 20 of the complaint)
5.	Date of receipt	25.09.2006 (page 20 of complaint)
6.	Preliminary Allotment letter	NA
7.	Date of execution of plot buyer's agreement	N.A.
8	Information regarding tentative booking in sector 92,93,and 95	26.09.2012
9	Possession clause	N.A.
10	Due date of possession	25.09.2009  (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)
11	Basic price of the plot	N.A.
12	Amount paid by the complainants	Rs.5,00,000/- [As per receipt information at page no. 20 of the complaint]
13	Total Sale consideration	NA
14	OC/CC	Not obtained
15	Offer of possession	Not offered

### B. Facts of the complaint.

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

- 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 had collected 100% of the sales consideration of residential plot from the complainants even before entering into builder buyer agreement and/ sale agreement with them and thus by such acts had violated the provision of Section 13(1) of the Act of 2016.
- iii. 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.
- iv. 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.
- v. That the action of the respondent 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.
- vi. That the respondents through their marketing representatives and agents represented that they are developers of great repute. The complainant was looking for a residential plot and henceforth, approached by the respondent whereby the respondent assured that the instant project is going to be one of



the finest and best residential complexes to reside in. The Respondent claimed that it will be a suitable place for them forever home.

- vii. 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. . For booking of the plot, the respondents asked the complainant to make the entire payment towards the unit i.e. Rs. 5,00,000/-towards the total sale consideration.
- viii. That upon making the payment, the respondent provided the complainant tentative registration of a 300 sq. yards plots payment of Rs. 5,00,000/- which was acknowledged by the respondents vide receipt no. 920, dated 25.09.2006, issued in favour of the complainant, in their project.
- ix. That the respondent had sent a letter dated 19.01.2010 to the complainant stating that respondent company vide memo no. I.C.2098-JD(BS)/2009/2989 issued LOI for the Development of a residential township in sector 92, 93 & 95 by 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 details of the complainant for the allotment process and visit the site. it is submitted that even after the said letter from the respondent, they have completely failed to adhere with what they had promised and falsely assured the Complainant and buying time every now and then whenever the Complainant had tried to communicate.
- x. That the respondents vide letter dated 26.09.2012 titled as "**INFORMATION**

**REGARDING TENTATIVE BOOKING**, wherein it was stated that respondent has initiated the process of allotment for the residential projects located in Ramprastha City, sector 92, 93 & 95, Gurugram and was further informed to visit the respondent's office along with original booking receipt for the same. It is submitted that despite providing all the details along with the original receipt way back in 2010, the respondent was not dealing in an efficient and transparent manner but has blatantly made false assurances, promises and caused damage financially and mentally to the complainants.

- xi. That subsequent upon non providing a specific plot number and non-execution of the builder buyer agreement/agreement for sale for the said plot, the complainant made several requests with the respondents asking them to provide the plot number against the allotted 300 sq. yds. and to execute the builder buyer agreement/agreement for sale and give possession of plot but the respondents paid no heed to the requests made by the complainant.
- xii. That being aggrieved, the complainant sent various letters dated 04.08.2017, 04.03.2022, 25.02.2023 and 16.09.2023 referring non allotment of the plot number with specific demarcation despite taking entire payment in the year 2006 and had further expressed grave resentment over the continuous delay and fraud played upon the complainant by the respondents. Furthermore, the complainant reminded the respondent about the lapse of almost 18 (Ten) years of booking of the plot and requested the respondents **to allot the plot admeasuring 300 sq. yds. as booked by the complainant in 2006**. The complainant has been running pillar to post for the plot number with demarcation, possession and conveyance deed for the plot admeasuring 300 sq. yds., but to no avail.
- xiii. That the complainants on several occasions requested the respondents to



issue the allotment letter and execute builder buyer agreement but respondents did not pay any heed with respect to the same.

- xiv. That from the year 2013-2023, the complainant was running pillar to post for builder buyer agreement and possession for the plot admeasuring 300 sq. yds., but to no avail. Moreover, respondents keep on delaying it and the allotment Letter, BBA has not been executed till date.
- xv. That the respondents have made false and frivolous assurances and promises to the complainant. The complainant had already faced a lot of financial distress due to the **malafide** act of the respondent. The present case is a clear exploitation of innocence and beliefs of the complainant and an act of the respondents to first not providing any plot number to the complainant then not executing any builder buyer agreement and not developing the project within the proposed timelines with **malafide** intention to gain unlawful enrichment which has caused immense loss to the complainant.

### **C. Relief sought by the complainant**

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

- I. To direct the respondents to provide allotment, specific number and details of the plot measuring 300 sq. yds.
- II. To direct the Respondents to execute Builder Buyer Agreement for a plot admeasuring 300 sq. yds. in their plotted colony in "Ramprastha City" in Sectors 92,93 & 95 as promised and allot without any additional charges as the full and final sales consideration has already has been paid by the complainants.
- 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 i.e. 25.09.2009 till the actual date of possession.



- IV. To direct the respondents to also handover physical possession of the plot within a reasonable time.
- V. To direct the respondents to execute the conveyance deed in favour of the complainants.

10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent no.1.**

11. The respondent no.1 has 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 25.09.2006

(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. All other averments made in the complaint were denied too.



- viii. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction.**

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

**E.II Subject matter jurisdiction.**

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

**Section 11**

.....

*(4) The promoter shall-*

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

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real*

*estate agents under this Act and the rules and regulations made thereunder.*

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

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

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

16. The counsel for the respondent has raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2006. The objections to the same were to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.
17. On consideration of the documents available on record and submissions made by the party, the authority observes that 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



18. It is important to note that despite receipt of consideration of Rs. 5,00,000/- against the booked plot back in 2006, the respondent-promoter has failed to execute an agreement for sale with respect to the same and has failed to get the plot registered in name of the complainants till date. 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.
19. 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 - Ramprastha Estates Private Limited for deletion of its name.**

20. The respondent no. 1 have taken the objection that the answering respondents have not issued the impugned RECEIPT and have 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 levelled by the Complainant vide the Complaint. That the respondents, by way of the present preliminary Reply deny each averment of the complaint being unsubstantiated, misleading, frivolous, contemptuous, and false.
21. 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 complainant**

**G.I To direct the respondents to provide allotment, specific number and details of the plot measuring 300 sq. yds.**

**G.II To direct the respondents to execute the builder buyer agreement for sale for a plot measuring 300 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 i.e. 25.09.2009 till the actual date of possession.**

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

22. The above mentioned reliefs no. G.I, G.II, G.III & F.IV as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected
23. The complainants have booked a plot admeasuring 300 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a full and final payment of Rs.5,00,000/- vide receipt dated 25.09.2006.
24. In objection has been taken by the respondents that merely issuing a receipt does not amount to a contractual obligation or agreement to allot a specific plot. Now the question before the authority is whether the receipt issued by the respondent/promoter falls within the definition of agreement, as per section 2(e) of The Contract Act, 1872 and which provides that:

*"Every promise and every set of promises forming the consideration for each other is an agreement."*

25. Further, section 10 of the Act of 1872 defines the conditions under which the agreement made fall with the definition of contract and the same provides as under:

*"All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object and are not herby expressly declared to be void."*

26. There are a large number of cases coming to the notice of the authority wherein the builder had taken the whole or partial amount of money and only issued receipt against the allotment of a plot either in the exiting or in its upcoming project at

Gurugram. Neither it issued any allotment letter nor executed any builder buyer's agreement. The holders of those receipt/allotments are harassed a lot to act on the basis of the documents issued by the developer and has to run here and there to initiate any civil or criminal action against the builder. Most of such cases relate to the period before the Act, 2016 came into existence. Infact, the very purpose of enacting the legislature was to address such malpractices and bring them to an end. After the enforcement of the Act of 2016, a promoter is obligated to comply with the provisions of the Act and follow the same while receiving any money against allotment of unit and execution of builder buyer agreement.

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

*" 27 Though the learned counsel for the petitioners have vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-33, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective projects, project and when evidently no prospective project have ever been floated at the instance of the present petitioners, thereby at this stage, stage there was no activated cause of action vesting in the present petitioners. However, the said argument is also rudderless nor has any telling effect vis-à-vis the locus standi of the present respondent to institute the subject complaints. The reason being that, when within the ambit of the statutory meaning assigned to an 'allottee', whereby becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, thereby not only in respect of ongoing projects, but also in respect of projects to be launched in future... the present respondent but became a person/allottee in terms of Annexure P-3 he became promised to be made, the 18 of 19 Neutral Citation No:=2025:PHHC:019155-DB CWP-24591 24591-2024 allotments vis-a-vis projects to be undertaken in future, whereby also the present respondent was a person/allottee person/allottee who would subsequently acquire the subject project through sale or transfer thereof being made in his favour "*



28. 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.
29. 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."*

30. **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."*

31. In the instant case, the promoter has allotted a plot in its project vide receipt dated 25.09.2006. 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 25.09.2009.
32. **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%.*

33. 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%**.
34. 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.



35. 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
36. 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 25.09.2009. However, despite receipt of Rs. 5,00,000/- against the booked plot back in 2006, 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.
37. 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.,

25.09.2009 till valid offer of possession after obtaining completion certificate or part completion certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier

38. 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. 25.09.2009 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. Further the respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.

**G.V. Direct the respondents to execute a conveyance deed in favour of the complainant.**

39. 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.
40. 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

**H.Directions of the authority.**

41. 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 allot a specific plot of 300 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 respondents 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., 25.09.2009 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 25.09.2009 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 promoter to the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- v. The complainant(s) are 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 respondents 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.

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

Ashok Sangwan  
**Member**

Arun Kumar  
**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 12.08.2025**