

**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.	2968-2024	Manoj Gaur Vs Ramprastha Promoters and Developers Pvt. Ltd, M/s Ramprastha Developers Private Limited, M/s Ramprastha Estate Private Limited.
2.	2972-2024	Manju Gaur Vs Ramprastha Promoters and Developers Pvt. Ltd, M/s Ramprastha Developers Private Limited, M/s Ramprastha Estate Private Limited.

**CORAM:**

Shri Arun Kumar

Shri Ashok Sangwan

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

Sh. Harshit Batra (Advocate)

Sh. Rajat Gupta (Advocate)

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 Promoters and Developers Pvt. Ltd Ramprastha Promoters and Developers Pvt. Ltd, M/s Ramprastha Developers Private Limited, M/s Ramprastha Estate Private Limited.*** 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	<b>2968-2024</b>  Manoj Gaur Vs M/s Ramprastha promoter and Developers Pvt. Ltd., M/s Ramprastha Developers Private Limited and M/s Ramprastha Estates Private Limited	17.08.2012 (Page no. 23 of the complaint)	91 D  Area: 500 sq.yds.  (sector 92,93 and 95 )	NA	23.09.2015	23.09.2018 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  A.P: Rs. Rs.61,30,000/-  TSC: Rs.71,50,000/-	i. Direct the respondent to hand over the possession of the plot. ii. To ensure the availability of essential services. iii. Direct the respondent to execute the conveyance deed of the unit. iv. To grant leave file a complaint under section 71 of the Act,2016.



2	<b>2972-2024</b>  Manju Gaur Vs M/s Ramprastha a promoter and Developers Pvt. Ltd., M/s Ramprastha a Developers Private Limited and M/s Ramprastha a Estates Private Limited	17.08.2012 (Page no. 21 of the complaint)	92 D  <b>Area:</b> 500 sq.yds.  <b>(sector 92,93 and 95)</b>	NA	23.09.2018 23.09.2018 9.20 15 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  A.P: Rs.61,30,000/-  TSC: Rs.71,50,000	i. Direct the respondent to hand over the possession of the plot. ii. To ensure the availability of essential services. iii. Direct the respondent to execute the conveyance deed of the unit. iv. To grant leave file a complaint under section 71 of the Act,2016.
---	--	--	---	----	---	---	---

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with 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/2968/2024 Manoj Gaur Vs. M/s Ramprastha Promoter and 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/2968/2024 Manoj Gaur Vs. M/s Ramprastha Promoter and Developers Pvt. Ltd.***

S. No.	Particulars	Details
1.	Name and location of the project	"Ramprastha City" & Sector, 92,93 and 95, Gurugram
2.	Project area	Cannot be ascertained
3.	RERA Registered/ not registered	GGM/397/129/2020/13 dated 05.06.2020 valid up to 31.12.2024
4.	Plot no.	91 D
5.	Unit area admeasuring	500 sq. yds. (Page no. 20 of the complaint)
6.	Date of receipt issued by Ramprastha Developers Pvt. Ltd.	17.08.2012 (Page no. 23 of the complaint)
7.	Date of execution of plot buyer's agreement (between RDPL and RPDPL)	23.09.2015 (page 18 of complaint)
8.	Possession clause	N.A.
9.	Due date of possession	23.09.2018 (calculated from the date of buyer agreement)
10.	Total sale consideration	Rs.71,50,000/-
11.	Amount paid by the complainant	Rs.61,30,000/- (as per the payment receipt )
12.	Occupation Certificate	Not obtained
13.	Offer of possession	Not offered



**B. Facts of the complaint.**

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

- i. That the complainant in August 2012, booked a plot admeasuring 500 sq. yards at Sector 37D, Gurugram, however, the allotment of the unit was confirmed as plot no.91, Block-D admeasuring 500 sq. yards, being developed in the real estate project known under the name and style of 'Ramprastha City', Sector 92, 93, and 95, Gurugram. The complainant, believing to have no option or remedy at his disposal against the mega corp respondent, did not object to the same.
- ii. That the parties also executed a plot buyer's agreement on 23.09.2015 in respect to the unit in question and the respondent had undertaken to handover the possession of the unit before 29.09.2018. The complainant kept making the payment against the unit and till date has paid a sum of Rs. 61,30,000/- out of the total sale consideration of Rs. 71,50,000/-.
- iii. That however, despite having received a substantial amount, against the unit, the development of the project remained at a standstill and hence, being aggrieved with the same, the complainant filed a complaint bearing no. 183 of 2018, wherein, the final order dated 29.08.2018 was passed.
- iv. That in the aforementioned complaint, the due date for the offer of possession was considered as 29.09.2018, however, till date, after almost 6 years, the possession has not been handed over and the conveyance deed has not been executed. The complainant has made several reminders to the respondent in this regard, however, the same fell on the deaf ears of the respondent.
- v. That by such grave default, the respondent also stands in violation of sections 11(4)(b), (d), (f), (g), and 17 of the Act which lays down the responsibility of the promoter to complete the development of the project, ensure the



availability of the occupation certificate/completion certificate, handover the possession, avail essential services, maintain the project and register the conveyance deed. Here the respondent has categorically failed to abide by the provisions of the Act and hence must be held liable for such violations.

- vi. That not only has the respondent defaulted in the handover of the possession, availing essential services, necessary sanctions and execution of the conveyance deed, but has also stood in complete and utter non-compliance with the previous order passed by this Ld. Authority. The respondent has also miserably failed in updating with the status of the project, in respect to which, this Ld. Authority has categorically recognized the obligation of the respondent under 'determination of issues' at page 11 of the order.
- vii. That as per the final order dated 29.08.2018, under para 30, in case the promoter fails to handover the possession within the due date, the complainant was given the liberty to approach this Ld. Authority again, hence, there is no bar from filing of the present complaint. That the cause of action arose on 29.08.2018 when the promoter failed to handover the possession of the Unit and thereafter, has arisen on every day due to the constant failure of the respondent to handover the possession of the unit. Such continuous wrong has been established in a catena of judgments.

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

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

- I. Direct the respondent to **hand over the possession** of the plot.
- II. To ensure the availability of essential services.
- III. Direct the respondent to execute the conveyance deed of the unit.
- IV. To grant leave file a complaint under section 71 of the Act, 2016.

10. In the above mentioned complaint, the respondent was granted several opportunities to put in appearance and file reply. It shows that the respondent is



intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed ex-parte against the respondents in the above mentioned complaint.

**D.Jurisdiction of the authority**

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

**D.I Territorial jurisdiction.**

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

**D.II Subject matter jurisdiction.**

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

**Section 11**

.....

*(4) The promoter shall-*

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

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

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



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

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

**E. Findings on the relief sought by the complainant**

**E.I Direct the respondent to hand over the possession of the plot.**

**E.II To ensure the availability of essential services.**

15. The above mentioned reliefs no. E.I & E.II as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
16. Vide order dated 29.08.2018, in CR No.183/2018 and CR No. 182/2018 respectively titled as Manoj Gaur versus M/s Ramprastha Promoters and Developers Pvt. Ltd. Manju Gaur versus M/s Ramprastha Promoters and Developers Pvt. Ltd the Authority had ordered that the due date of possession was 29.09.2018 and the relief sought by the complainant had become superfluous as the due date had so far not been crossed. It was further directed that in case the respondent is unable to give possession by the due date, as agreed by both the parties, then as per Section 18 (1) of the Act, 2016 the promoter shall be liable to pay interest for every month of delay at the prescribed rate. In case of failure of the promoter to do so, the complainant would be at liberty to approach the Authority and the respondent shall be liable to pay penal consequences under the Act. The complainant has now approached the Authority for direction of possession in the present complaint.
17. After consideration of all the facts and circumstances, Authority is of view that the promoter is duty bound to hand over possession of the unit to the allottee upon completion of the project in accordance with the sanctioned plans and



specifications. Furthermore, the promoter must ensure that all statutory approvals, completion certificates, and other requisite documentation are in place at the time of handover, thereby fulfilling the legal obligations under the Act, 2016.

18. Therefore, the respondent is directed to hand over possession of the allotted unit to the allottee, duly completed in all respects, in accordance with the sanctioned plans, layout plans, specifications, and the terms and conditions of the agreement for sale. The possession shall be accompanied with all essential services such as electricity, water supply, sanitation, approach roads, and other common facilities as promised at the time of booking.
19. It is important to note that the respondent-promoters 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.

**E.III. Direct the respondents to execute a conveyance deed in favour of the complainant.**

20. 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.
21. 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.

**E.IV To grant leave file a complaint under section 71 of the Act, 2016.**

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

**F. Directions of the authority.**

23. 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):

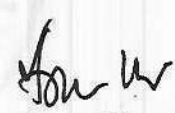


- i. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- ii. The respondents are directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

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



Ashok Sangwan  
**Member**



Arun Kumar  
**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 12.08.2025**