

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.	851-2025	Vaibhav Kanodia Vs Ramprastha developer Pvt. Ltd. , Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd
2.	873-2025	KK Gupta Vs M/s Ramprastha Developers Pvt. Ltd. and M/s Ramprastha Promoters and Developers Pvt. Ltd and M/s Ramprastha Estate Pvt. Ltd.
3.	886-2025	Anurag Kanodia Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited
4.	867-2025	Vikalp Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

Chairman
Member

APPEARANCE:

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

Complainants
Respondents

ORDER

1. This order shall dispose of the aforesaid 4 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for

violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project developed by the same respondent/promoter i.e., **M/s Ramprastha Developers Private Limited. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Ramprastha 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	851-2025 Vaibhav Kanodia Vs Ramprastha developer Pvt. Ltd. , Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd	18.11.2006 (RDPL)	No unit no. mentioned Area: 300 sq.yds. (sector 92,93 and 95 as per allotment letter)	19.08.2010 (RDPL)	NA	19.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered T.S.C- Rs. 1,00,000/- A.P: Rs. 1,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise compensation



2	873-2025 KK Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited	18.11.2006 (RDPL)	No unit no. mentioned Area: 300 sq.yds. sector 92,93 and 95 as per allotment letter	07.08.2010 (RDPL)	NA	07.08.2013 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered TSC: Rs. 5,70,000/- A.P: Rs. 5,70,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise compensation
3	886-2025 Anurag Kanodia Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited	18.11.2006 by RDPL	No unit no. mentioned Area: 300 sq.yds. sector 92,93 and 95 as per allotment letter	19.08.2010 (RDPL)	NA	19.08.2013 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered T.S.C- Rs. 1,00,000/- A.P: Rs. 1,00,000/-	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise compensation
4	867-2025 Vikalp Gupta Vs. Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha	14.10.2006 (in favour of the original allottee (RDPL) Complainant is the subsequent allottee on 17.03.2008	No unit no. mentioned Area: 500 sq.yds. sector 92,93 and 95	07.09.2010 (in favour of the complainant) (RDPL)	NA	07.09.2013 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 9,50,000/- TSC: NA	DPC -Execute bba -allot plot -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise

developer private limited		as per allotm ent letter					-compensation
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4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter for not handing over the possession by the due date, seeking delayed possession charges and other reliefs.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/873/2025 KK Gupta Vs. M/s Ramprastha Developers Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details.

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

CR/873/2025 KK Gupta Vs. M/s Ramprastha Developers Pvt. Ltd. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.

S.N.	Particulars	Details
1.	Name of the project	Ramprastha City, Sectors 92, 93 & 95, Gurugram

	RERA Registered	Registered
3.	Plot no.	N.A.
4.	Unit area admeasuring	300 sq. Yds. (Page no. 29 of the complaint)
5.	Date of receipt	18.11.2006 (page 29 of complaint)
6.	Preliminary Allotment letter	07.08.2010 (Page no. 32 of the complaint)
7.	Date of execution of plot buyer's agreement	N.A.
8.	Possession clause	N.A.
9.	Due date of possession	07.08.2013 (Calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)
10.	Amount paid by the complainants	Rs.05,70,000/- [As per receipt information at page no. 29 of the complaint]
11.	Full and final basic sale price	Rs.05,70,000/- (as per page 35 of complaint)
12.	OC/CC	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 respondent no.1 offered for sale plots in its upcoming project, Ramprastha City, a residential plotted colony within a gated community at Sectors- 92, 93 and 95 Gurugram comprising plots with world class layout, infrastructure, facilities, amenities and services , including club houses, shopping complexes, swimming pools, green and open areas, spas, health and

sports facilities with gated secure living conditions on a piece and parcel of land in Sectors- 92, 93 and 95 in Gurugram, Haryana (the "**Project**"). The Complainant received a marketing call from the office of respondent no.1 in the month of August 2006 for booking in this upcoming project of the respondent no.1. The complainant visited the sales gallery and consulted with the marketing staff and executives of respondent no.1. The marketing staff of respondent no.1 painted a very rosy picture of its upcoming residential plotted colony and made several representations with respect to the innumerable world class facilities to be provided by the respondent no.1 in their project. The marketing staff of the respondent no.1 also assured timely delivery of the plot.

- ii. That the complainant, induced by the assurances and representations made by the respondent no.1, booked a residential plot for the personal use and of the family of the complainant in the project of the respondent no.1. The respondent no.1 informed the complainant that the size of the plot available with the respondent no.1 is of 300 sq. yards. On this basis the complainant booked a plot of 300 square yards in the project at ramprastha city, Sectors 92, 93 and 95, Gurugram, Haryana against the total price/sale consideration for the plot of Rs. 5,70,000/- The respondent no.1 in order to convince the complainant to make a booking in the said project showed various documents and papers including the approvals, licenses, and ongoing communications with the authorities and joint ventures and collaborations with reputable organizations.
- iii. That the complainant were informed by respondent no.1 that a specific plot number shall be issued only after full and final payment of cost of the plot is deposited. Thus, the complainant based on the respondent's demand for the

payment paid Rs. 5,70,000/- for the plot in the project. It is pertinent to mention here that the said payments were made by the complainant solely based on the demands and requests of the respondent no.1 and the assurances of the respondent no.1 to allot a specific plot to the complainant only after the total sale consideration amount/full consideration is paid.

- iv. That the respondent no.1 issued receipt no. 1025 dated 18.11.2006 signed by its director acknowledging the upfront payment of all-inclusive total full consideration for the plot of Rs. 5,70,000/- paid by the complainant towards the booking of the plot in the project of the respondent no.1. All inclusive upfront consideration included the price of land in the fully developed project with all sorts of facilities, amenities and services, development, works, infrastructure, preferential location and all sort of charges and expenses, including all taxes/fees/charges/cess/levies etc which may be levied in connection with the development/construction of the project and payable by the respondent promoter up to the date of handing over of the plot to the complainant .The respondent no.1 vide the said receipt categorically stated that the said payment is against the registration of 300 sq. yards plot in the project of the respondent no.1. Since, the booking was made by the complainant on 18.11.2006, the due date of possession of the Plot, as per the assurances of respondent no.1 was 18.11.2009.
- v. That the respondent on the basis of the booking made by the complainant and only after the complete payment of Rs. 5,70,000/- made by the complainant, issued letters dated 18.03.2009 and 14.12.2009 confirming the allotment of a plot admeasuring 300 sq yards in the said project of the respondent no.1 in favour of the complainant. The respondent failed to allot a specific plot to the complainant vide the said letter and had stated that a specific plot shall be

allotted to the complainant after the required approvals are received with respect to the zoning plans. The respondent no. 1 had failed to allot a specific plot despite lapse of almost 19 years from the date of booking.

- vi. That the respondent vide its preliminary allotment letter dated 21.07.2010 further confirmed the booking of the complainant in the said project of the respondent. However, the respondent yet again failed to allot a specific plot to the complainant despite a delay of more than 4 years from the date of booking.
- vii. That the respondent vide its preliminary allotment letter dated 07.08.2010 further confirmed the booking of the complainant in the said project of the respondent. However, the respondent yet again failed to allot a specific plot to the complainant despite a delay of more than 4 years from the date of booking. Despite specific assurances of respondent no.1 that it would soon execute an agreement, it miserably failed to do so. The respondent no.1 failed to perform the most fundamental obligation of the allotment which was to actually allot the plot to the complainant against the full upfront consideration received by it, which in the present case has been delayed for an extremely long period of time.
- viii. That the respondent no.1 vide its letter dated 27.07.2018 confirmed receiving the full and final basic sale consideration of Rs.5,70,000/- towards the allotment of a plot admeasuring 300 sq. yards. However, despite issuance of the said letter dated 27.07.2018, the respondent no.1 yet again failed to allot a specific plot to the complainant.
- ix. That despite specific assurances of respondent no.1 that it would soon execute an agreement, it miserably failed to do so. The respondent no.1 failed to perform the most fundamental obligation of the allotment which was to actually allot the plot to the complainant against the full upfront consideration

received by it, which in the present case has been delayed for an extremely long period of time. The failure of the respondent no.1 and the fraud played by them is writ large.

- x. That the complainant visited the office of the respondent in August 2023 and enquired about the status of completion of sale modalities. The representatives of the respondents informed the complainant that the registration of the project with the Authority was pending and upon its receipt, respondent no.1 or its relevant affiliate would complete all necessary formalities and paperwork for completion of the sale and hand over the possession of the plot. However, till date, such assurances of the respondents have not been complied with and the complainant after paying upfront the full consideration for purchase of the plot in one go is left with no concrete answers. The conduct of the respondents clearly shows that they have no intention of dealing with the innocent allottees such as the complainant despite demanding and receiving upfront a substantial sum of money from them as the total price for the plot.
- xi. That the complainant went to the project site to meet the representatives of the respondents to enquire about the allotment and possession of the plot, but was shocked to see the development status. No development activities were going on at the project site and it was clear that the work was at standstill since long. The actual ground reality at the construction site was way different than what the respondent no.1 had claimed to the complainant regarding the completion of the project at the time of booking and thereafter and contrary to all prior assurances and representations of the respondents to the complainant.
- xii. That the complainant then called the respondents, who were in blatant

violation of the law, but now they stopped responding to these calls or returning them. The complainant began to realize that the respondent no.1 and 2 were scheming and acting jointly to deliberately, mischievously, fraudulently and with malafide motives cheat the complainant.

- xiii. That the complainant have time and again requested the respondents to allot the specific plot in the project, execute the agreement and handover the possession of the plot allotted to the complainant. However, the respondents failed to respond to any of the genuine concerns raised by the complainant and the multiple requests made by them vide telephonic calls and by visiting the office of the respondent to get the possession of the plot were in vain, for which the respondents had demanded payment of the total price and been paid upfront by the complainant. The respondents despite the numerous reminders have failed to respond to the queries as raised by the complainant.
- xiv. That the respondents filed an application for registering the project with Authority on 19.09.2019. The said application is filed by an entirely different entity i.e., respondent no.3 and the material information, data and details in the said application, particularly financial information, details of pre-existing allottees/home buyers and status of infrastructure development completion in the project, are materially false, and involve material concealment/under reporting and padding up of data and figures; are full of gaps, inconsistencies and incomplete. It is pertinent to mention here the respondents vide the said application had shown an unsold inventory of 266 plots out of the total 628 plots in the Mixed category and 161 plots in the EWS category on a land spreading across 128.594 acres. Furthermore, the respondents had been promoting the sale of the said unsold plots vide its website and in the registration details submitted by it before this Hon'ble Authority, the

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

- xv. That the respondents have committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 19 years calculated upto February, 2025 and till date the agreement has not been executed nor has possession of the plot in the project been handed over by the respondents to the complainant. The failure of the respondents has resulted in serious consequences being borne by the complainant. The high headedness of the respondents is an illustration of how the respondents conduct their business which was only to maximize

the profits with no concern for the buyers, including the complainant.

- xvi. That the respondents have misused and converted to their own use the huge hard-earned amounts received from the complainant in the project in a totally illegal and unprofessional manner and the respondents have been least bothered about allotment or execution of the agreement and handing over of possession of the plot in the project to the complainant. The complainant have been duped of their hard-earned money paid to the respondents regarding the plot in the project. The respondents have deliberately, mischievously, dishonestly and with malafide motives cheated and defrauded the complainant. It is unambiguously clear that no force majeure is involved and that the respondents have just been sitting on the land and the project over these years.
- xvii. That the respondent are enjoying the valuable amount of consideration paid by the complainant out of their hard-earned money and the complainant realizing the same, demanded delayed possession charges from the respondents. The respondents have in complete defiance of their obligations refused to allot the plot or execute the agreement and hand over the possession to the complainant along with delayed possession charges leaving them with no other option but to file the present complaint. Since respondents miserably failed in their obligations, hence the complainant are entitled to delayed possession charges at the rate prescribed as per the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 beside compensation for huge mental torture and misrepresentation.

C. Relief sought by the complainant

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

- I. Direct the respondents to demarcate and allot the plot in the project (300 square yards) to the complainant.
 - II. Direct the respondents to execute a plot buyer's agreement with the complainant
 - III. Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.
 - IV. Direct the respondents to execute a conveyance deed and offering the possession to the complainant.
 - V. Direct the respondents not to charge from / have the Complainant pay stamp duty / other outgoes in excess to the rate prevailing / circle rate as on 18.11.2009. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.
 - VI. Direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the respondents on the complainant, at the time of possession.
 - VII. Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.
 - VIII. Direct the respondent to pay delayed possession charges at the applicable rates under law.
 - IX. Direct the respondents to pay the complainant compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the complainant.
10. In all the above mentioned complaints respondent no.1 and 3 have failed to file a reply despite several opportunities granted by the authority. 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 respondent no.1 and 3 in the above mentioned complaint.

D. Application under order 1 Rule 10 of CPC for deletion of respondent no. 2.

11. The respondent has contested the complaint on the following grounds.

- i. That the present application is seeking necessary directions for deletion of the name of the applicant from the array of parties on account of misjoinder.
- ii. That the notice issued by the authority mentions the name of the applicant as the respondent. However, it is most respectfully submitted that the complaint qua the applicant is not maintainable and is liable to be dismissed on the following account:-
 - a. The notice is not a necessary party and the complaint is liable to be dismissed qua the Applicant on account of misjoinder of party- It is most respectfully submitted that no documents have been placed on record by the complainant establishing any cause of action against the applicant herein.
 - b. **That the Applicant is a separate and a distinct entity:** It is most respectfully submitted that the applicant is a separate and a distinct entity. in this regard, the applicant herein is placing the master data of Ramprastha Estates Pvt Ltd, Ramprastha Developers Pvt Ltd and Ramprastha Promoters and Developers Pvt Ltd.
- iii. That the present complaint may be dismissed as non-maintainable *qua* the applicant i.e., *Ramprastha Promoters and Developers Pvt. Ltd.* in the interest of justice.

E. Finding of the Authority on the above said application:

12. It is respectfully submitted that the respondent-promoters - Ramprastha Promoter Private Limited, Ramprastha Developer Private Limited, Ramprastha Promoter and Developer Private Limited, and Ramprastha Estates Private Limited - though incorporated as separate legal entities, are in effect functioning as a single composite unit. A cursory review of the MCA master data clearly reveals that all these entities share the same registered address and use the same official email ID, i.e., compliances@ramprastha.com. These companies also share common chairpersons, managing directors, and authorised representatives, and they operate under a common branding and group identity. Such deliberate structuring appears to be a calculated attempt to mislead allottees by issuing allotment letters and executing agreements for sale under different company names, thereby evading legal responsibilities. This pattern of conduct amounts to an unfair trade practice and violates the principles of transparency, accountability, and good faith enshrined under the applicable legal framework. In view of the above facts and in line with the settled principle that no person can take advantage of their own wrong, it is evident that the respondents have used a façade of corporate separateness to shield themselves from liability. Therefore, all the respondent-promoters ought to be treated as a single entity, and their liability must be construed as **joint and several** for all consequences arising from the present complaint.

F. Jurisdiction of the authority

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

F.I Territorial jurisdiction.

14. 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.

F.II Subject matter jurisdiction.

15. 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.

16. 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.

G. Findings on the relief sought by the complainant

G.I Direct the respondents to demarcate and allot the plot in the project (300 square yards) to the complainant.

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

G.III Direct the respondents to complete the development of the project in question and to handover the possession of the plot in question to the complainant after obtaining the completion certificate.

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

17. 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
18. 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 full and final payment of Rs.05,70,000/- vide receipt dated 18.11.2006. Thereafter, the respondent vide its preliminary allotment letter dated 07.08.2010 confirmed the booking of the complainant in the said project of the respondent.
19. It is important to note that the Hon'ble Punjab and Haryana High Court, in CWP No. 24591-2024 titled as M/s Ramprastha Developers Private Limited and Ors. and State of Haryana and Ors., the Court observed that the statutory meaning of "allottee" covers both actual and prospective allottees, in respect of ongoing or future projects. It specifically held that:

" 27 Though the learned counsel for the petitioners 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 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 "

20. 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.
21. In the present complaint, the complainants intend 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."

22. **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."

23. In the instant case, the promoter has allotted a plot in its project vide preliminary allotment letter dated 07.08.2010. 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 07.08.2013.
24. **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%.

25. 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%.**

26. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.
27. 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
28. 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 07.08.2013. However, despite receipt of Rs. 05,70,000/- against the booked plot back in 2010, 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.
29. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2

months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 21.07.2013 till valid offer of possession after obtaining completion certificate/part completion certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier

30. 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. 07.08.2013 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.
31. In **Cr no. 876/2025**, the complainant/subsequent allottee had been acknowledged as an allottee by the respondent vide letter dated 17.03.2008. The authority is of the view that in cases where the subsequent allottee had stepped into the shoes of original allottee before the due date of handing over possession, the delayed possession charges shall be granted w.e.f. due date of handing over possession.

G.V. Direct the respondents to execute a conveyance deed and offering the possession to the complainant.

G.VI. Direct the respondents not to charge from / have the Complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 18.11.2009. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.

32. The above mentioned reliefs no. G.V & G.VI as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
33. 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.
34. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable

G.VII Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.

35. As per Section 19(1) of the Act, the allottees are entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or rules and regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondent is directed to provide details i.e., actual area of the allotted unit in question to the complainant within a period of 30 days from the date of this order.

G.VIII Direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the respondents on the complainant, at the time of possession

36. The complainant seeks a direction that the respondent should not charge any escalation cost or hidden charges, which are generally imposed by builders at the time of possession. The Authority observes that the complainant has failed to provide any document regarding the escalation cost allegedly demanded by the

respondent. However, since possession has not yet been offered, the complainant cannot assume that the respondent will impose such charges. Hence, no relief is granted at this stage. Nevertheless, the respondent is not permitted to charge any amount that is not part of the buyer's agreement.

G.IX Direct the Respondents to pay the Complainant compensation and damages, including for stress, mental harassment and agony, costs of the legal proceedings and various other expenses incurred by the Complainant due to the Respondents failure to allot and hand over the Plot to the Complainant on a timely basis and in pursuing proceedings in this behalf

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

H.Directions of the authority.

38. 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 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., 07.08.2013 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 07.08.2013 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 10th 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 respondent/promoters which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.



vii. The respondents are directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

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

Ashok Sangwan
Member


Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.08.2025