

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

**Date of decision: 19.08.2025**

<b>Name of the builder</b>		Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	
<b>PROJECT NAME</b>		<b>No project</b>	
<b>S. No.</b>	<b>Case No.</b>	<b>Case title</b>	<b>Appearance</b>
1.	CR/5180/2021	Sanjay Aggarwal Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Rohit Goyal Advocate (complainant)  Ms. R. Gayatri Mansa and Shri Vishal Majumdar Advocates` (Respondents)
2.	CR/5187/2021	Pooja Aggarwal Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Rohit Goyal Advocate (complainant)  Ms. R. Gayatri Mansa and Shri Vishal Majumdar Advocates` (Respondents)
3	CR/5188/2021	Bhawana Aggarwal Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Rohit Goyal Advocate (complainant)  Ms. R. Gayatri Mansa and Shri Vishal Majumdar Advocates` (Respondents)
4	CR/5186/2021	Reena Aggarwal Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Rohit Goyal Advocate (complainant)  Ms. R. Gayatri Mansa and Shri Vishal Majumdar Advocates`

			(Respondents)
5	CR/5179/2021	Charu Goel Vs. M/s Ramprastha Developers Private Limited & M/s Ramprastha Promoters And Developers Private Limited & M/s Ramprastha Estate Private Limited	Shri Rohit Goyal Advocate (complainant)  Ms. R. Gayatri Mansa and Shri Vishal Majumdar Advocates (Respondents)

**CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairman**  
**Member**
**ORDER**

1. This order shall dispose of the aforesaid 5 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. 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 delayed possession charges and other charges.
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>5180-2021</b> Sanjay Aggarwal  Vs  Ramprastha developer Pvt. Ltd.  Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd	19.07.2006 (issued by RDPL)	No unit no. mentioned  <b>Area:</b> 250 sq.yds.  No project Name	NA	NA	19.07.2009 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  TSC: Rs. 4,50,000 /-  A.P: Rs. 4,50,000 /-	- DPC -Execute BBA -allot plot -execute conveyance deed - handover
2	<b>5187-2021</b> Pooja Aggarwal  Vs  Ramprastha Promoters Pvt. Ltd.  Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd	24.07.2006 (issued by RDPL)	No unit no. mentioned  <b>Area:</b> 250 sq. yds.  No project Name	NA	NA	24.07.2009 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  TSC: Rs. 9,00,000 /- A.P: Rs. 9,00,000 /-	DPC -Execute bba -allot plot -execute conveyance deed - handover
3	<b>5188-2021</b> Bhawana Aggarwal	12.07.2006 (RDPL)	No unit no. mentioned	NA	NA	12.07.2009 (calculated as per fortune	OC- Not obtained OP: not offered	DPC -Execute bba -allot plot



	Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and Ramprastha developer private limited		<b>Area:</b> 250 sq.yds.  No project Name			infrastructu re and ors. Vs. Trevor D'limo and ors)	TSC: Rs. 9,00,000 /- A.P: Rs. 9,00,000 /-	-execute conveyance deed - handover
4	<b>5186-2021</b> Reena Aggarwal  Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	29.07.2006 (by RDPL)	No unit no. mentio ned  <b>Area:</b> 250 sq. yds.  No project or sector mentio ned.	NA	NA	29.07.2009 (calculated as per fortune infrastru ctu re and ors. Vs. Trevor D'limo and ors)	OC- Not obtained OP: not offered  TSC: Rs. 4,50,000 /-  A.P: Rs. 4,50,000 /-	DPC -Execute BBA -allot plot -execute conveyance deed - handover
5	<b>5179-2021</b> Charu Goel  Vs Ramprastha Promoters and Developers Private Limited and Ramprastha	29.07.2006 (RDPL)	No unit no. mentio ned  <b>Area:</b> 250 sq. yds.  No project Name	NA	NA	29.07.2009 (calculated as per fortune infrastru ctu re and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered  TSC: Rs. 4,50,000 /-  A.P: Rs. 4,50,000 /-	DPC -Execute BBA -allot plot -execute conveyance deed - handover

estate pvt. Ltd and ramprastha developed private limited								
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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 charges.
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/5180/2021 titled as Sanjay Aggarwal Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & 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/5180/2021 titled as Sanjay Aggarwal Vs. M/s Ramprastha Developers Pvt Ltd & M/s Ramprastha Promoters and Developers Pvt Ltd & M/s Rampratsha Estate Pvt Ltd .***

S. N.	Particulars	Details
1.	Name of the project	Cannot be ascertained
2.	Project area	Cannot be ascertained
3.	Plot no.	N.A.
4.	Unit area admeasuring	250 sq. Yds. (Page no. 28 of the complaint)
5.	Date of receipt issued by RDPL	19.07.2006 (page 28 of complaint)
6.	Welcome letter	N.A.
7.	Allotment letter	N.A.
8.	Date of execution of plot buyer's agreement	N.A.
9.	Possession clause	N.A.
10.	Due date of possession	Cannot be ascertained
11.	Basic price of the plot	Cannot be ascertained
12.	Amount paid by the complainant	Rs.4,50,000/- [As per receipt information page no. 28 of complaint]
13.	Letter by respondent confirming having received full and final basic price of the plot	31.07.2018 (Page no. 29 of complaint)
14.	CC/Part CC	N.A.
15.	Offer of possession	Not offered

## B. Facts of the complaint

8. The complainants have made following submissions in the complaint:
  1. That the present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulations and Development) Act, 2016 read with Rule 28 Haryana Real Estate (Regulation & Development) Rules, 2017 seeking relief in



respect of the lapses, defaults and unjust and unfair trade practices on the part of the Respondents.

- II. That the complainant booked a plot admeasuring 250 sq.yds. in their upcoming project namely "Ramprastha City" for residential township in Sec.92, 93 and 95, Gurgaon, Haryana vide receipt no.449 dated 19.7.2006 and the complainant also deposited a sum of Rs.4,50,000/- with the respondent as booking amount by way of cheque/s.
- III. That the balance amount against the allotment of the said plot was to be paid by the complainant to the respondent as per the terms of the buyer's agreement to be executed between the complainant and the respondent.
- IV. That the complainant has already made the entire basic price of the said plot to the respondent and the rest of the amount was to be paid at the time of possession of the said plot.
- V. That the complainant was/is always ready to perform her part of the agreement but the respondent failed to perform its part of the agreement /booking of plot.
- VI. That however, despite receipt of the considerable amount from the complainant the flat, the respondent has failed to hand over the possession of the unit /plot to the complainant till date.
- VII. That the complainant has been regularly in touch with the respondent to know about the progress of the said project of the respondent but the officials of respondent have been delaying the matter on one or other pretext.
- VIII. That already more than 15 years have passed but till date, the respondent has failed to hand over the plot to the complainant. The complainant has already paid considerable amount to the respondent towards booking of plot and other payment as was demanded by the respondent.
- IX. That due to non-handing over the possession of the plot by the respondent, the complainant is suffering a lot of hardship and inconvenience as the purpose of

booking of plot with the respondent is being frustrated. The complainant had booked the plot with the respondent for her residential use as per her requirement.

- X. That even in the last week of November, 2021, the complainant and her family members visited the office of the respondent at Gurugram and requested the concerned officials of the respondent to hand over the possession of the plot to the complainant but they failed to give any plausible answer to the said requests of the complainant and her family members.
- XI. That the complainant and her family members have been continuously requesting the officials, Directors etc. of the respondent for handing over the possession of her plot but all in vain and they are withholding the process of handing over the process of the possession of the plot to the complainant for the reasons best known to them.
- XII. That the aforesaid acts and deeds of the respondent and its officials etc. are not only amount to deficiency of service and mal practice but it also amounts to cheating and fraud as the respondent extracted the hard earned money of the complainant on the basis of false representation to hand over the possession of the plot shortly but they have failed to adhere their promises till date. Due to these such acts and deeds, the complainant has suffered mental pain and agony and she felt cheated at the hands of the respondent and she reserves her right to seek necessary damages against the respondent and its officials besides seeking the possession of the plot.

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

9. The complainant has sought the following relief(s):
- I. Direct the respondents to pay delay possession charge alongwith prescribed rate of interest.



- II. Direct the respondents to handover the possession of the plot.
- III. Direct the respondents to execute the conveyance deed in favour of the complainant.
- IV. Direct the respondent to execute the buyer agreement.

**D. Reply by the respondent (Ramprastha Estates Private Limited).**

10. The respondent has contested the complaint on the following grounds:
- a. That at the very outset, it is submitted that the present complaint is not maintainable in its present form and the complaint is strictly liable to be dismissed on the grounds presented hereunder by the respondents. The Haryana Real Estate Regulatory Authority (hereinafter referred to as "Ld. Regulatory Authority") has no jurisdiction to entertain the present complaint. It is submitted therefore that this Reply is without prejudice to the rights and contentions of the respondents contained in the said application.
  - b. That that the complainants had requested the respondent seeking investment in undeveloped agricultural land in the year 2006 in the hope of making speculative gains on the approval of the zoning plans. But since the zoning plans were not approved by the government, the complainants have sought to file this vexatious complaint. The respondent has not agreed to provide service of any kind to the complainant unless the plans were approved as it was merely a transaction for sale of plot. The complainants have filed the present complaint with malafide intention of abusing the process of the Authority for wrongful gains in the form of interest at the cost of the respondents when in reality their speculative investments have failed to give any return in present harsh real estate market conditions.
  - c. That the complainant has approached the respondent in the year 2006 to invest in undeveloped agricultural land in one of the futuristic projects of the

respondent. The complainants fully being aware of the prospects of the said futuristic project and the fact that the said land is a mere futuristic project have decided to make an investment in the said project of the respondent for speculative gains. That thereafter, in 2006, the complainants have paid a booking amount of Rs. 4,50,000/-through one cheque bearing no. 053501 drawn on Canara Bank towards booking of the said project pursuant to which a receipt bearing no. RPDPL/ 449 dated 03.07.2006 was issued to the complainant.

- d. That it is herein submitted that from the date of booking till the date of filing of the present complaint, the complainant has never raised any issue whatsoever and has now approached the Authority with concocted and fabricated story to cover up his own defaults and raise false and frivolous issues and has therefore, filed the present Complaint on false, frivolous and concocted grounds. The conduct of the complainant clearly indicates that the complainant is a mere speculative investor having invested with a view to earn quick profit and due to unprecedented slowdown in the real estate market conditions, is hereby intending to make profit out of the miserable condition of the respondent.
- e. That further, without prejudice to the above, it is herein submitted that despite the wrath of real estate market conditions and crippling adversities faced, the respondent herein has continued to complete the development of the project and will positively be able to handover possession at the soonest.
- f. That further the complainants herein have resorted to filing a complaint solely on the basis of false claims and baseless accusations against the respondent while concealing its own defaults and laches for which the complainants are solely liable.
- g. That further the Complainants have maliciously alleged that they have paid almost full consideration towards the booking of the plot in the futuristic

project of the respondent, while in reality they have only paid an amount of Rs. 4,50,000/-, which is merely a portion of the amount payable towards the Plot. It is submitted that the said payments were not full and final payments as only basic amount is sought to be made at the booking stage which was done in 2006 and further payments inter alia towards government dues on account of EDC/IDC charges are payable at the time of allotment of plot and execution of plot buyer agreement.

- h. That further no date of possession has ever been mutually agreed between the parties. It is submitted that as per averments made by complainants, the petitioners have claimed interest from an undefined date. This in itself signifies that there is no date of cause of action as claimed by the complainant.
- i. That the claims for possession are superfluous and non-est in view of the fact that the complainants are actually not even entitled to claim possession of the plot as on date. It is submitted that it is only on default in offer/handover of possession that the petitioners right to claim possession/refund crystalizes.
- j. The complainants have attempted to create a right in their favour by resorting to terminate transactions which have become hopelessly barred by time and after the period of limitation has lapsed it cannot be revived.
- k. That further that the complainants were never interested in fulfilling the necessary formalities towards booking of the said plots. Neither the complainants have made any further payment for plot as such in Ramprastha City nor did they submit any application for the same. It is apparent that the complainants never turned up for the completion of the formalities.
- l. That further it is pertinent to mention herein that no date of possession was ever committed by the respondent since the project was a futuristic project and the petitioners have knowingly made speculative investments in the said project.



- m. All other averments made in the complaint were denied too.
- n. 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**

- 11. 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**

- 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.

#### **E.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.

**F. Findings on the objections raised by the respondent.****F.I Objection regarding maintainability of complaint.**

15. 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.
16. On consideration of the documents available on record and submissions made by the party, the authority observes that the project in question is an ongoing project, and the respondent/promoter has failed to apply and obtaining the CC/part CC till date. As per proviso to section 3 of Act of 2016, ongoing projects on the date of this Act i.e., 28.07.2017 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 and the relevant part of the Act is reproduced hereunder: -

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



17. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of completion certificate. Since no completion certificate has yet been obtained by the promoter-builder with regards to the concerned project.
18. It is important to note that despite receipt of consideration of Rs. 04,50,000/- 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

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

**G.I. Direct the respondents to pay delay possession charge alongwith prescribed rate of interest.**

**G.II. Direct the respondents to handover the possession of the plot.**

**G.III Direct the respondent to execute the buyer agreement.**

20. The above mentioned reliefs no. G.I, G.II, & F.III 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.
21. 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 promise forming the consideration for each other is an agreement."*



22. 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 hereby expressly declared to be void."*

23. 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. This position existed in Pre- RERA cases as 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.
24. Further, the Punjab and Haryana High Court, Chandigarh 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...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..."*

25. The 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.
26. The complainant submitted that vide receipt dated 19.07.2006, he has paid an amount of Rs.4,50,000/- to the respondent/promoter. The respondent confirmed the amount received and promised the allotment of a plot admeasuring 250 sq. yards. in the future potential project located in Gurugram and subsequently vide letter dated 31.07.2018 the respondent has reiterated that having received the final basic price of the plot admeasuring 250 sq. yards vide receipt No. D449 dated 19.07.2006 and have informed that DTCP has granted the respondent 2 plotted licenses and the company had applied for other approvals which are pending at the level of Government and have assured that upon receiving the appropriate sanctions and licences they will inform the complainant about allotment of plot on priority basis.
27. In the 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."*

28. **Due date of 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."*

29. In the instant case, the promoter has allotted a plot in its project vide receipt dated 19.07.2006. 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 19.07.2009.

30. **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%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

31. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
32. 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., 19.08.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
33. 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. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*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;*

*the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

34. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
35. 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 19.07.2009. However, despite receipt of Rs. 04,50,000/- 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.
36. 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., 19.07.2009 till valid offer of possession after obtaining completion certificate of part completion certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.

37. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 25.09.2009 till valid offer of possession after obtaining completion certificate of part completion certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
38. In all the above mentioned cases, the respondent promoter, vide letter dated 31.07.2018 and 26.07.2018 respectively, acknowledged having received the full and final payment for a plot in projects situated in Sectors 92, 93, 95, and 37D. However, the respondent has failed to specify the exact sector in which the said plot has been allotted, thereby causing uncertainty and ambiguity in the allottee's rights. Therefore, the Authority directs the respondent to allot the specific plot as per letter dated 31.07.2018 and 26.07.2018 respectively.
39. 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.

**G.IV To execute a conveyance deed as per section 17 of the Act, in favour of the Complainant.**

40. 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.
41. 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

**H. Directions of the authority**

42. 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. In Cr No. **5180-2021, 5181-2024, 5186-2021 and 5179-2021**, the respondents are directed to allot the specific plot as per letter dated **31.07.2018** and In Cr no. **5188-2021**, the respondents are directed to allot specific plot as per letter dated **26.07.2018**.
- ii. The respondents are directed to execute builder buyer's agreement within a period of 30 days.
- iii. The respondents are directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.85% p.a. for every month of delay on the amount paid by the complainants to the respondent from the due date of possession 19.07.2009 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
- iv. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottees 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 allottee(s) 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 allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter 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(zb) of the Act. The benefit of grace period on account of Covid-19, shall be applicable to both the parties in the manner detailed herein above.

- vii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- viii. 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.
- ix. The respondents shall not charge anything from the complainant(s) which is not the part of the buyer's agreement.

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

  
**(Ashok Sangwan)**  
Member  
**(Arun Kumar)**  
Chairman