

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM
Order pronounced on: 27.05.2025

NAME OF THE BUILDER		M/s RAMPRASTHA PROMOTERS PRIVATE LIMITED M/s Ramprastha Estate Pvt. Ltd M/s Ramprastha Developer Private Limited
S. No.	Case No.	Case title
1.	4278-2024	Shriniwas Gupta and Ruchika Vs Ramprastha Promoters and Developers Private Limited and
2.	4349-2024	Purshottam Das Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited
3.	3528-2024	Rattan Lal Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited
4.	4926-2024	Mudit Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited
5.	3945-2024	Pooja Babbar Vs Ramprastha Promoters and Developers Private Limited and ramprastha developer private limited
6.	3932-2024	Shriniwas Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developer private limited

CORAM:

Shri Arun Kumar
Shri Vijay Kumar Goyal
Shri Ashok Sangwan

Chairman
Member
Member

APPEARANCE:

Sh. Garvit Gupta (Advocate)
Sh. Khush Kakra, Rajat Gupta

Complainants
Respondents

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and Gaytri Mansa (Advocates)

ORDER

1. This order shall dispose of the aforesaid 6 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 Private Limited. And M/s Ramprastha Promoters and Developers Pvt. Ltd. And M/s Rampratsha Estate Pvt. Ltd.** The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the plots in question, seeking delay possession charges and other reliefs.
3. The details of the complaints, reply status, plot 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	Plot no. and area	Date of allotment	Date of buyer agreement	Due date	OC/Offer of possession	Relief
1	4278-2024 Shriniwas Gupta and Ruchika Vs Ramprastha Promoters	31.10.2006 (RDPL)	D-130 Area: 250 sq.yds.	27.01.2014 (RPDPL)	30.01.2014 (RPDPL)	30.07.2016 (as per Clause 11 (a) of the Agreement)	OC- not obtained OP: not offered	DPC -execute conveyance deed - handover - Not to charge development

	and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited		Sector 92, 93 and 95				A.P: Rs. 24,77,500/- T.P: Rs.29,62,500/-	charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
2	4349-2024 Purshottam Das Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	19.09.2006 (RDPL)	A-197 Area: 250sq.yd. (as per receipt) 209 sq.yd(as per plot buyer agreement) (Sector 92,93 and 95)	NA	20.01.2013 (RDP L and RPD PL)	20.08.2016 (as per Clause 11 (a) of the Agreement)	OC- not obtained OP: not offered A.P: Rs. 24,77,000/- TP: Rs.30,37,500/-	DPC -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
3	3528-2024 Rattan Lal Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	20.02.2013 (RPDPL)	E-241 Area: 300 sq.yds. Sector 92, 93 and 95	19.02.2013 (RPDPL)	17.01.2013 (RDP L and RPD PL)	17.01.2016 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 25,05,000/- T.P: Rs. 25,05,000/-	DPC -execute conveyance deed - handover - Not to charge development charges and stamp duty, - escalation cost - handover sanction plan, layout plans with stage wise -compensation
4	4926-2024 Mudit Gupta and Mitu	20.07.2006 (RDPL)	E-249	30.12.2013	28.12.2012	18.07.2016 (as per Clause 11 (a)	OC- not obtained	DPC -execute conveyance deed



	Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited		Area: 300 sq.yds Sector 92, 93 and 95	(RPDPL)	(RDP L and RPD PL)	of the Agreement)	OP: not offered A.P: Rs. 37,38,0 00/- TP- 43,20,0 0/-	- handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
5	3945-2024 Pooja Babbar through its attorney holder Vs Ramprastha Promoters and Developers Private Limited and ramprastha developed private limited	NA	250-A Area: 250 Sq.yds Sector 92, 93 and 95	01.04.2 013 (RPDPL)	14.0 3.20 13 (RDP L and RPD PL)	14.03.2016 (calculated as per fortune infrastructure and ors. Vs. Trevor D'limo and ors)	OC- not obtained OP: not offered A.P: Rs. 33,40,0 00/- T.P: Rs. 33,40,0 00/-	DPC -execute conveyance deed - handover - Not to charge development charges and stamp duty, escalation cost - handover sanction plan, layout plans with stage wise -compensation
6	3932-2024 Shriniwas Gupta Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd and ramprastha developed private limited	31.10.2006 (RDPL)	D-129 Area- 250 sq.yds. Sector 92, 93 and 95	27.01.2 014 (RPDPL)	30.0 1.20 14 (RDP PL)	30.07.2016 (as per Clause 11 (a) of the Agreement)	OC- not obtained OP: not offered T.S.C. Rs. 29,62,5 00/- A.P: Rs. 24,77,5 00/-	DPC -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. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject plot 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/3528/2024 Rattan Lal Gupta HUF Vs Ramprastha Promoters and Developers Private Limited and Ramprastha 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 plot 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/3528/2024 Rattan Lal Gupta HUF Vs Ramprastha Promoters and Developers Private Limited and Ramprastha estate pvt. Ltd.

S. N.	Particulars	Details
1.	Name of the project	Ramprastha City, Sectors 92, 93 & 95, Gurugram
	RERA Registered	Registered
2.	Project area	Cannot be ascertained
3.	Plot no.	E-241 (page 28 of complaint)

4.	Plot area admeasuring	300 sq. Yds. (Page no. 28 of the complaint)
5.	Date of receipt	20.02.2013 (page 30 of complaint)
6.	Allotment letter	19.02.2013 (Page no. 28 of the complaint)
7.	Date of execution of plot buyer's agreement	17.01.2013 (page 23 of complaint)
8.	Possession clause	N.A.
9.	Due date of possession	17.01.2016 (3 years calculated from the date of execution of buyer agreement)
10.	Basic price of the plot	N.A.
11.	Amount paid by the complainants	Rs. 25,05,000/-
12.	Total Sale consideration	Rs. 25,05,000/-
13.	OC/CC	Not obtained
14.	Offer of possession	Not offered

B. Facts of the complaint.

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

- i. That the complainant received a marketing call from the office of M/s Ramprastha Developers Pvt. Ltd. in the month of October, 2010 for booking in the said residential project of M/s Ramprastha Developers Pvt. Ltd. . The complainant had also been attracted towards the aforesaid project on account of publicity given by the M/s Ramprastha Developers Pvt. Ltd. through various means like various brochures, posters, advertisements etc. The complainant visited the sales gallery and consulted with the marketing staff of the M/s

Ramprastha Developers Pvt. Ltd.. The marketing staff of the M/s Ramprastha Developers Pvt. Ltd. painted a very rosy picture of the project and made several representations with respect to the innumerable world class facilities to be provided by the M/s Ramprastha Developers Pvt. Ltd. in their project. The marketing staff of the M/s Ramprastha Developers Pvt. Ltd. also assured timely delivery of the plot.

- ii. That the complainant had made the payment of Rs. 15,00,000/- vide cheque no. 129388 and 129389 on 04.10.2010 and 20.10.2010. However, despite receipt of the said amount in 2010, M/s Ramprastha Developers Pvt. Ltd. failed to issue any receipt or confirmation towards the plot to be allotted by it to the Complainant. The complainant kept on following up with M/s Ramprastha Developers Pvt. Ltd. telephonically and by visiting its office and M/s Ramprastha Developers Pvt. Ltd kept on dilly-dallying the queries and grievances of the complainant on one pretext or the other. In 2013, M/s Ramprastha Developers Pvt. Ltd. informed to the Complainant, that all the rights, obligations and liabilities of M/s Ramprastha Developers Pvt. Ltd. Pertaining to the plot would be taken over by respondent no.1 and in lieu of the same, an agreement dated 17.01.2013 was executed between the complainant and respondent no.1.
- iii. That vide allotment letter dated 19.02.2013 i.e., almost after 3 years from the date of first payment, the respondent no.1 allotted a **plot bearing no. e- 241** admeasuring 300 sq. yards in the said project. A welcome letter dated 19.02.2013 was issued by respondent no.1 to the complainant confirming the allotment of plot no. E-241 to the complainant. Respondent no.1 further demanded payment from the complainant and the complainant vide cheque no. 129425 dated 17.01.2013 made additional payment of Rs. 10,05,000/- and

the same is evident from the receipt dated 20.02.2013.

- iv. That the complainant made vocal its objections to the fact that there was no confirmation from respondent no.1 as to when the plot would be handed over to the complainant. The complainant was then informed by respondent no.1 that the plot would be delivered and handed over to complainant within three years from the date of agreement i.e by 17.01.2016. Since the complainant had duly paid a huge amount out of his hard-earned money, it felt trapped and had no other option but to believe the assurances of the complainant.
- v. That despite specific assurances of respondent no.1 that it would handover the possession of the plot within the stipulated time, it miserably failed to do so. The respondent no.1 failed to perform the most fundamental obligation of the allotment which was to actually handover 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.
- vi. That over the year, the complainant met the representatives of respondent no.1 on several occasions and made it clear to them that it is in dire need of the residential plot and it has paid its hard earned money and savings to buy the plot from the respondents. The respondent no.1 yet again, with mala fide motives, gave an assurance that it would handover the plot to the complainant. However, yet again, the assurances made by the respondent no.1 turned out to be false. No concrete steps were taken by the respondent no.1 for handing over of its physical possession to the complainant. The respondent no.1 kept on misleading the complainant by giving incorrect information and assurances that they would hand over the possession to the complainant very soon.
- vii. That on account of substantial delay on the part of respondent no. 1, the

complainant vide several telephonic follow ups, conversations and in person meetings reminded respondent no. 1 of the obligations of handing over the physical possession of the plot to the complainant. However, no heed was paid to the legitimate request made by the complainant. The fact that the respondent no. 1 was in a completely dominant position, as they had demanded and already received upfront from the complainant the total price for the plot, and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainant is evident from the conduct adopted by them in their dealings with the complainant.

- viii. That the respondents filed an application for registering the project with the 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 the 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.

- ix. 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.
- x. 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 11 years calculated up to July, 2024 and till date the possession of the allotted plot has not been offered by the respondents to the complainant. The non-completion of the project is not attributable to any circumstance except the deliberate lethargy, negligence and unfair trade practices adopted by the respondents/promoters. The respondents have been brushing aside all the requisite norms and stipulations and has accumulated huge amount of hard-earned money of various buyers in the project including the complainant and are unconcerned about the possession of the plot despite repeated assurances. It is pertinent to mention herein that for the project in question, i.e. Ramprastha City the Respondents have already obtained license no. 44 of 2010 dated 09.06.2010 from DTCP for development of plotted colony in area admeasuring 128 acres in Sector 92, 93 & 95 of Gurgaon . The environment clearance for the project was obtained on 10.05.2019 and as per RERA Registration certificate no. 13 of 2020 dated 05.06.2020, the registration of the project in question is valid upto 31.12.2024.

- xi. 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 handing over of possession of the plot in the project to the complainant. The complainant has 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.
- xii. That furthermore, the complainant cannot be burdened with additional

statutory responsibility which would have not been cast upon the complainant had the respondents complied with its obligations under law i.e to handover the possession of the plot in the project on time. The stamp, registration charges and Government development charges (EDC/IDC) and other Statutory charges etc. for sale /conveyance of property have substantially increased over the period of time/circle rates have changed. Since the due date to handover the possession was 17.01.2016, hence the complainant should not be obligated to pay any amount in this behalf that is in excess to the stamp duty charges/applicable circle rate and development charges for the area as notified as on 17.01.2016. Any additional amount on this count has to be borne by the respondents themselves. The same applies to any other statutory or other outgo, tax or expense, the rate or amount of which has gone up or which has been newly imposed over the long period of willful inordinate delay by the respondents, which should be solely to their account and borne solely by them.

C. Relief sought by the complainant

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

- I. Direct the respondent to provide delay possession charge alongwith prescribed rate of interest
- II. To handover the possession of the plot, in a habitable state, after obtaining the occupation certificate from the concerned authorities.
- III. To execute the conveyance deed of the allotted plot in favour of the complainant.
- IV. Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.

- V. 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.
- VI. 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

D. Reply by the respondent.

10. The respondent has contested the complaint on the following grounds.
- i. That the complainants has misused and abused the process of law by filing the captioned complaint that too on the basis of receipt dated 20.02.2013, which was issued only on the request of complainants towards tentative registration of plot in future potential project.
 - ii. That that neither does the receipt on which the complainants has sought to harp specifies any plot number, date of completion or total consideration, but the same is even conspicuously silent on the details of the name of the project, the sector in which it is situated, and other vital details. The said receipt clearly state that the receipt was issued against tentative registration of plot of land in future potential project and hence by any stretch of imagination do not constitute a binding contract which could be enforced for specific performance and hence the complainants has filed this frivolous and misleading complaint to seek the relief of specific performance of obtaining possession of plot along with execution of plot buyer agreement knowing well that such relief are not tenable in law not only in view of the provisions of the 2016 Act but also in view of the provisions of Specific Relief Act, 1860 and the law of limitation.

- iii. That the complaint is timed barred and therefore deserves to be set aside on this count alone, amongst other grounds that the respondent has raised through the present reply. pertinently, the receipt on which the respondent is placing reliance upon dates back to the year 2013, whereas the complaint has been filed in 2024, evidently after a delay of 11 years. Neither any plausible explanation has been furnished by the respondent in respect of such delay but even no substantive ground has been raised in the complaint that would give way to condone such a phenomenal delay. Further, the delay itself is evidence of the fact that the complainants did not wish to pursue his alleged rights against the respondent for several years and chose to wake up from slumber much later in a frivolous attempt to have his alleged rights indicated. In such circumstances, the Ld. Authority ought to dismiss the complaint with exemplary costs.
- iv. That it is submitted that in one of the future projects that had been conceived by the respondent, the respondent being aggrieved of the incorrect sectoral plan of Sector 37-C and D, Gurugram for which License No.128 of 2012 dated 28.12.2012 was granted to the Respondent, had approached the Department of Town and Country Planning, Haryana. Pertinently, vide order dated 01.04.2021 in *Appeal No.1 of 2021; Ramprastha Estates Pvt. Ltd. versus Director, Town and Country Planning, Haryana, Chandigarh*, the period between the date when the license was issued by the department i.e. 28.12.2012 and the date of approval of the revised/correct Sectoral Plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.
- v. That the respondent herein has not agreed to provide any service whatsoever to the complainants since the plans were not approved by the competent authority

and the complainants have not provided any documents to prove that any such promise was ever made by the respondent. The complainants has voluntarily entrusted a sum of money so that they will get the first priority in case the development plans eventually get approved by the competent authority. That the respondents have never entered into any agreement with the complainants and neither promised any particular plot or location nor promised any particular price or completion date to the complainants. Hence, there is no question of any breach by the respondent and no cause of action has accrued in favour of the complainants under the provisions of RERA, 2016. That the present complaint has been filed with *mala fide* intention and is an abuse of the process of this Ld. Authority which is evident from the prayers wherein the complainants had demanded hefty interest when there was no agreement between the complainants and the respondent whatsoever for either any allotment or any development and there exists no agreed terms for possession date or price or location/project etc., hence there are no terms which can be said to be legally enforceable under the provisions of the Real Estate (Regulation and Development) Act, 2016. The Complainants is very well aware of the fact that the money entrusted by the Complainants was not towards any booking or agreement but merely on the request of Complainants towards the tentative registration in the future projects. That the Complainants has filed the Complaint claiming wrongful gains in the form of interest at the cost of the Respondent when in reality there was no such understanding between the parties and there is no condition to attract the provisions of the Act. That the Complainants had approached the respondent in the year 2012 showing an interest to participate in one of the future potential projects of the respondent. It is pertinent to

mention that the above-named future potential project was indeterminate at the point of time when the money was paid by the complainants.

- vi. That the complainants had the option at all times to either claim a refund of their money or let their money remain with the respondent in anticipation of future approvals which is subject to government action. Further, the complainants had the option at all times to recall his money even if any future approval would have come through, in the event, they were not willing to participate in such projects. Since the complainants always had such option but voluntarily opted to let his money remain with the respondent, hence they cannot be allowed to claim interest which has no legal or contractual basis. It is submitted that the 2016 Act can come to the rescue of only genuine allottees and not speculative individuals like the complainants.
- vii. That the complainants fully being aware of the dynamic prospects of futuristic project which was indeterminate at the point of time when the complainants paid the money and the fact that it is subject to various government approvals for which there is no time line assured by the government authorities, either promised or otherwise, have still decided to keep their money with the respondent which was clearly with a speculative purpose and such speculative acts are not protected by any law. Hence, no right of the complainants could be said to have been breached by the respondent, giving rise to any claim for interest as alleged by the complainants. Hence, the complaint is liable to be dismissed with costs.
- viii. That further no date of possession has ever been mutually agreed between the parties since the project itself was a future potential project and hence not determined. That in absence of any document in the nature of a Plot Buyer agreement, which contains several terms and conditions including the date of

possession and the consequences of default, no date of possession can be said to have been mutually agreed between the parties. It is trite in law that a party claiming default must first prove the default beyond reasonable doubt by means of substantial evidence.

- ix. All other averments made in the complaint were denied too.
- x. 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 respondents have raised an objection that the complaint is barred by limitation as the complainant has made the payment back in 2012. The issues with respect to the same were to be raised in a time bound manner. Hence, the complaint is not maintainable on the above-mentioned ground.
16. On consideration of the documents available on record and submissions made by the party, the authority observes that the as per proviso to section 3(1) of Act of 2016, ongoing projects on the date of commencement of this Act for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act. The relevant part of the above Section is reproduced hereunder: -

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

The project in question, namely, "Ramprastha City, Sector-92, 93 & 95, Gurugram" is a duly registered project, which was granted registration vide No. 13 of 2020 dated 05.06.2020. Further, no completion certificate has yet been obtained by the promoter-builder with regard to the concerned project.

17. It is important to note that despite receipt of consideration of Rs. 25,05,000/- against the booked plot way back in 2012, and execution of agreement to sell 17.01.2013, the respondent has failed to handover the possession of the allotted plot to the complainants. Thus, the cause of action is continuing till date and recurring in nature.
18. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

F.II Date of approval of the revised/correct sectoral plan i.e. 01.09.2017 to be treated as Zero Period.

19. The respondent has contended that being aggrieved in respect of the incorrect sectoral plan of Sector 37-C and D, Gurugram for which license No.128 of 2012 dated 28.12.2012 was granted to the respondent, had approached the Department of Town and Country Planning, Haryana. Pertinently, vide order dated 01.04.2021 in *Appeal No.1 of 2021; Ramprastha Estates Pvt. Ltd. versus Director, Town and Country Planning, Haryana, Chandigarh*. Therefore, the period between the date when the license was issued by the department i.e. 28.12.2012 and the date of approval of the revised/correct sectoral plan i.e. 01.09.2017 was ordered to be treated as 'Zero Period' as far as the obligations of the respondent are concerned insofar as the dues and other concomitant approvals and charges as appurtenant to the license are concerned.
20. The Authority observes that the present complaints have been filed with reference to developments and issues arising in Sector 92, 93 and 95. However, the

respondent, in their submissions, has sought to raise objections based on an alleged discrepancy in the sectoral plan pertaining to Sector 37. It is pertinent to note that the grievances cited by the respondent do not directly relate to Sector 92, 93 and 95 which is the subject matter of the present complaints. Therefore, the objection raised by the respondent, with respect to treating the date of the revised or corrected sectoral plan as the zero period, is not tenable and is accordingly declined.

F.III Objection raised by respondent no. 2 (Ramprastha Promoters and Developers Private Limited and respondent no.3 (Ramprastha Estates Private Limited) for deletion of their name.

21. In some cases, the respondent no. 2 and 3 have submitted a common written statement and have taken the objection that the answering respondents have not issued the impugned RECEIPT and has no connection whatsoever with the issue of the said RECEIPT. That Respondent No. 1 and the answering respondents are separate and distinct legal entities. Copy of MCA date downloaded from MCA Portal would reveal that the answering respondents have distinct CINs and are therefore not liable for the liabilities whether alleged or otherwise of respondent No. 1. That the Answering Respondents do not have agreement with Respondent No. 1 so far as the alleged RECEIPT is concerned. That in view of the aforesaid submissions, the answering Respondents herein deny each and every allegation leveled by the Complainant vide the Complaint. That the Respondents, by way of the present Preliminary Reply denies each averment of the Complaint being unsubstantiated, misleading, frivolous, contemptuous, and false. That the present Complaint of the Complainant is purely woven around a web of fallacies and concocted and fabricated documents that impinge upon the legal and justice delivery system which should be strictly dissuaded in the interest of justice.

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

G. Findings on the relief sought by the complainant

G.I Direct the respondent to provide delay possession charge alongwith prescribed rate of interest

G.II To handover the possession of the plot, in a habitable state, after obtaining the occupation certificate from the concerned authorities

23. The above mentioned reliefs no. G.I & G.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
24. The complainants have booked a plot E-241admeasuring 300 sq. yards in the project of respondent named "Ramprastha City" located in Sector 92, 93 and Sector 95, Gurugram by making a payment of Rs.25,05,000/-. The builder buyer agreement executed between the parties on 17.01.2013.
25. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by her as provided under the proviso to section 18(1) of the Act which reads as under: -

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

26. **Due date of handing over possession:** As per the documents available on record, BBA has been executed between the parties but there is no possession clause has been mentioned therefore, 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."

27. In the instant case, the promoter has allotted a plot in its project vide buyer agreement dated 17.01.2013. In view of the above-mentioned reasoning, the date of buyer agreement ought to be taken as the date for calculating the due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 17.01.2016.
28. **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%.

29. 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., **27.05.2025** is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate **+2% i.e., 11.10%**.
30. 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.
31. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges
32. 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 17.01.2016. However, despite receipt of Rs. 25,05,000/- against the booked plot way back in 2012, and despite executing agreement to sell dated 17.01.2013, the promoter has failed to handover possession of the subject plot to the complainants till date. 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.
33. Section 19(10) of the Act obligates the allottee to take possession of the subject plot 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. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 17.01.2016 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.

34. 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 @11.10% p.a. w.e.f. 17.01.2016 till offer of possession plus 2 months after obtaining completion certificate/part completion certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

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

35. 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 plot in question.
36. The respondent is directed to get the conveyance deed of the allotted plot 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.IV Direct the respondents to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.

37. 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 plot in question to the complainant within a period of 30 days from the date of this order.

G.V 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.

38. 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.VI 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.

39. 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.

40. 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/promoters are directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 17.01.2016 till offer of possession plus two months after obtaining completion certificate/part completion certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from 17.01.2016 till the date of order by the authority shall be paid by the respondent/promoter 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.
- iii. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority.
- iv. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- v. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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.
- vi. The respondents are directed to get the conveyance deed of the allotted plot 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.
41. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
42. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
43. Files be consigned to registry.


Ashok Sangwan
Member


Arun Kumar
Chairman


Vijay Kumar Goyal
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.05.2025