



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	2802 of 2023
Date of filing:	16.01.2024
Date of first hearing:	06.02.2024
Date of decision:	05.08.2025

Ms. Pinki W/o Rajiv Kumar

Address: 116, Chandla, Dunderwas,

Pachgaon, Gurugram-122413

....COMPLAINANT

VERSUS

M/s MG Housing Pvt. Ltd.,

Address: G- 127, 12<sup>th</sup> floor, Himalayan House,

23 Kasturba Gandhi Marg, New Delhi- 110001.

....RESPONDENT(S)

**CORAM:**

**Dr. Geeta Rathee Singh**

**Member**

**Chander Shekhar**

**Member**

**Present:**

Adv. Lt. Col. P K Saran, Ld. Counsel for Complainant.

None for Respondent.

**ORDER:**

1. Present complaint has been filed on 16.01.2024 by the complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS**

2. The particulars of the plot booked by complainants, details of sale consideration, amount paid by the complainants and details of project are detailed in following table:

S.No.	Particulars	Details
1.	Name of the project	Anandam Awaas, Sector- 19 Dharuhera, district Rewari (Haryana)
2.	Plot no.	F-78 (block F)
3.	Area	92.04 sq. mtr.
4.	RERA registered/ not registered	Lapsed Project Registration no. was- 45 of 2017.
5.	Date of Booking	21.09.2017



6.	Date of Builder Buyer Agreement	21.02.2018
7.	Due date of possession	31.12.2018 <i>[As per clause 8.2, the promoter assures to handover possession of the plot along with ready and complete common areas with all facilities of the project in place on or before 31.12.2018.]</i>
8.	Total price	Rs.26,89,500 /-
9.	Amount paid by complainants	Rs. 26,89,500 /-
10.	Offer of possession	11.11.2020
11.	Occupation Certificate	10.11.2020

**B. FACTS OF THE CASE AS STATED IN THE COMPLAINT FILED BY COMPLAINANTS:**

3. That Ms. Pinki is an allottee of the project of the respondent namely, "Anandam Awaas" at Sector- 19, Dharuhera, district Rewari (Haryana).
4. That on 21.02.2018, complainant and respondent executed agreement for sale to facilitate the complainant get the plot mortgaged and have the loan sanctioned from the bank for making further payments smoothly.
5. That as per clause 8 of the agreement to sell, the respondent had agreed to hand over possession of the plot on or before 31.12.2018; after developing the project completely as mentioned in para 7 of the agreement to sell.





6. That post execution of the agreement to sell, the respondent kept on raising demands; and the complainant accordingly kept on paying the demanded money. Thus, by 11.06.2018, the complainant ended up paying 16,44,000/- which was about 61% of the total sale consideration amount of the plot in question.
7. That in June 2018, the complainant visited the project site and plot in question, to see the progress; and saw that the development work as per the agreement which was supposed to be completed prior to handing over the plot, was not at all completed; whereas, the date of possession was hardly 6 months away at that time. On enquiry, the respondent told the complainant that he would surely complete the development work and offer possession timely i.e., on or before 31.12.2018. However, it is pertinent to mention here that the respondent could not complete the development work in time and kept on making the complainant run from pillar to post. Respondent also assured that as per policy; he will also pay delayed possession interest to be adjusted towards the final payment.
8. That the complainant, again, on demands from the respondent; paid Rs. 25,000/- and Rs. 5,00,000/- on 13.07.2020 and 08.10.2020 respectively. A complete statement of account in respect of the flat in question is attached as Annexure C-2. Thus, the respondent very cleverly took 80% of the total sale consideration amount even prior to completion of the development work and offer of possession.



9. That finally on 11.11.2020, respondent sent offer of possession (Annexure C-3) to complainant and other allottees; acting upon which, the complainant visited the project site as well as the plot in question; however, found that there was no progress in the development work. The development work as mentioned in clause 7 of the agreement to sell was not complete; and possession of the plot in question was not at all worth taking. Respondent further raised demand of following amounts from the complainant: Rs. 17,700/- as legal and administrative charges, Rs. 590/- as printing charges and Rs. 2,86,000/- on offer of possession. Complainant enquired about payment and adjustment of the delayed possession interest; the respondent refused that since he has already offered possession; hence, no delayed possession interest would be paid. Respondent threatened the complainant by saying that if he does not take possession of the plot in question; then he would also start levying holding charges as well as interest on the outstanding amount.
10. That from the hearsay complainant learned that the fraudulently obtained completion certificate by the respondent was revoked by the concerned department.
11. Upon enquiry about payment and adjustment of the delayed possession interest; the respondent refused point blank stating that since he has already offered possession; hence, no delayed possession interest would be paid by him.



12. That there is an inordinate delay of about more than 5 years from the agreed date of possession. The respondent had agreed to pay compensation as well as 24% interest on the total paid amount every month till actual possession (of the plot in question) is handed over to the complainant; development work duly completed in all respects. The respondent was supposed to pay the agreed upon interest and compensation every month vide para 8.7 of the agreement to sell. The complainant has been requesting the respondent since 01.01.2019 for payment of monthly interest @ 24% along with compensation every month till possession of the plot is handed over to the complainant. However, the respondent has been keeping the complainant in lurch, on some or the other pretext.

13. That due to non-possession of the plot in question by the respondent; the complainant perforce is residing in a rented house and is paying Rs. 30,000/- per month; despite investing her hard-earned money in the plot.

**RELIEF SOUGHT:**

14. In view of the facts mentioned above, the complainants prays for the following relief(s):-

- a) Direct the respondent to complete the entire development work as per clause 7 of the agreement to sell (Annexure C-1) and handover





possession of the plot in question to the complainant after obtaining proper completion certificate from the competent authority i.e., Director, Town and Country Planning, Haryana.

- b) Direct the respondent to pay recurring interest @ 24% per month from 01.01.2019 till actual possession of the plot in question, is handed over to the complainant.
- c) Direct the respondent to pay additional Rs. 30,000/-per month as compensation till actual possession of the plot is handed over; as the complainant is perforce residing on rent due to inordinate delay in possession on part of the respondent.
- d) Order that the interest being threatened to be levied by the respondent amounting to Rs. 305,330/- as per interest ledger (Annexure C-4) is unlawful and the same may kindly be ordered to be set aside.
- e) Any other relief which this Hon'ble Authority deems fit and proper may also be granted in favour of the Complainant.

**C. REPLY SUBMITTED ON BEHALF OF RESPONDENT:**

L.d. Counsel for the respondent filed detailed reply on 03.05.2024 pleading therein:

15. That it is submitted that the Complainant, after having done thorough due diligence, had approached the respondent showing his interest and desire



to purchase a plot in the aforesaid project of the respondent. Pursuant to series of negotiations and being satisfied with the representations of the respondent, the complainant had booked a plot in the project of respondent.

16. That the respondent vide allotment letter dated 12.01.2018 allotted to the complainant a plot no. F- 78 admeasuring 110 Sq. Yds. in the project of respondent. Said allotment letter categorically mentioned that the allotment of the plot would be provisional and the allottee would be bound by the terms and conditions forming part of the application form. After the allotment, a registered agreement for sale dated 21.02.2018 was executed between the parties wherein complainant agreed to purchase the said plot from the respondent for a total sale consideration of Rs.26,89,500/-. The Complainant agreed to make the above payment in accordance with the payment plan as envisaged under the agreement to sell.

17. That as per the terms and conditions of the allotment, the complainant was liable to pay the timely payment of the instalments due in accordance with the payment plan as agreed upon. Besides the above, the complainant was liable to comply with all the terms and conditions specifically agreed by him in respect of allotment of the plot in the project, which was signed by the complainant out of her own free will and consent.





18. That the respondent, upon completing the project and all development work at the project site, proceeded to apply for the receipt of the completion certificate. subsequently, the concerned authority issued the completion certificate on 10.11.2020. After receipt of the completion certificate, the respondent sent a letter offering possession 11.11.2020 of the plot to the complainant and further requested the complainant to clear the outstanding amount and take possession of the Plot. Copy of offer of possession letter dated 11.11.2020 is annexed as Annexure R - 5. The respondent had also sent various e-mails dated 19.02.2019, 26.12.2019, 15.12.2020 and 11.04.2023 reminding the complainant to make payment of the outstanding amount. Even the respondent at regular intervals had issued letters dated 25.08.2018, 24.08.2020 and 11.11.2020 calling upon the complainant to clear the outstanding due amount. Even after the receipt of the said emails and demand letters the complainant neither replied to the same nor paid the due amount, compelling the respondent to issue immediate clearance letters dated 21.12.2018, 03.09.2019, 25.08.2020, 13.04.2021 and 31.05.2021 seeking clearance of the outstanding due amount. Copy of immediate clearance letters are annexed as Annexure R - 8.

19. That even after receipt of the said notice, the complainant neither responded to the same nor raised any claim. Admittedly, in terms of agreement, it was agreed that the failure to meet the payment obligations



will result in cancellation of the provisional booking and the respondent is entitled to deduct the cancellation charges as per the terms of the agreement to sell. The respondent had at all the times kept the complainants aware with the status of the project and has provided all the information as and when sought for by the complainant. The complaint filed by the complainant is frivolous and baseless and the same has been filed with ulterior motives.

20. That while the Respondent was pursuing with the Complainant regarding possession and payment of outstanding dues, the Director of Town & Country Planning, Haryana, Chandigarh vide letter bearing memo No.LC-3385- PA(VA)/ 2023/14983 dated 17.05.2023 informed the respondent that the completion certificate earlier issued has been revoked qua Block- F. Immediately upon receipt of said letter, the respondent vide its letter dated raised its objection qua revocation of completion certificate stating that electricity connection for the said block remained in dole drums owing to lack of clarity by DIIBVN. Pertinently, the respondent is taking active efforts to resolve all issues with DIIBVN and thereafter install electricity as per approved electrical plan.

21. That without prejudice to the above and without admitting any liability, it is submitted that the respondent wishes to extend a fair offer to the complainant, providing her with an option to exit the Project and the Respondent is willing to offer a refund with 10% interest. The



Respondent Company, being a customer-oriented organization is demonstrating such a manner to address the concerns of the Complainant in a reasonable manner.

22. That in the present case the Respondent has always kept the Complainant aware with the status of the Project, thus, the allegations of the Complainant are vague and frivolous. Hence, the Complaint is liable to be dismissed in limine.

**D. REJOINDER FILED BY THE COMPLAINANT**

Complainant has filed a rejoinder dated 30.08.2024. He has made the following submissions

- (i) Complainant has made full and final payment of Rs. 26,89,500/- and ledger account is annexed as annexure C-07.
- (ii) That respondent has offered refund with 10% interest however complainant is seeking possession of her plot with delayed possession interest.
- (iii) That the project is in pathetic condition and has stated that occupation certificate granted to the respondent was revoked on 19.07.2021.





**E. WRITTEN SUBMISSIONS OF THE RESPONDENT**

Respondent has submitted written submissions making the same averments as in its reply on 21.02.2025. Respondent has made following additional submissions:

- (i) That the revocation of the completion certificate by the Director, Town and Country Planning, Haryana was due to external factors concerning electricity connection approvals from DHBN. Respondent has actively engaged with the authorities and is in the process of resolving the issue.
- (ii) Complainant has failed to pay due instalments on multiple occasions and has ignored the demand letters dated 25.08.2018, 24.08.2020 and 11.11.2020.

**F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENTS:**

23. Both parties requested that case may be decided on the basis of written arguments and material already available on record.

**ISSUES FOR ADJUDICATION:**

- (i) Whether complainants are entitled to relief of possession along-with delay interest for delay in handing over the possession in terms of Section 18 of Act of 2016?



**OBSERVATION OF AUTHORITY:**

24. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order. Authority observes as follows:
25. There is no dispute between the parties with respect to the fact that complainants booked plot no. F-78, having an area of 92.04 sq. mtr in the project of the respondent namely, "Anandam Estate" located at Sector- 19 & 24, Dharuhera, district Rewari (Haryana). Plot buyer agreement was executed between the parties on 21.02.2018. The total sale consideration of the plot was fixed as Rs. 26,89,500/- against which complainants have paid Rs. 26,89,500 /-. It is also not disputed between the parties that the respondent after receiving completion certificate from the competent Authority on 10.11.2020 offered the possession on 11.11.2020.
26. The main grouse of the complainant is that the respondent had agreed to offer possession by 31.12.2018. However, it failed in its obligation to handover the possession within the stipulated time. Further, even when the possession was offered on 11.11.2020 the plot was in a completely inhabitable condition. To corroborate her stance, complainant has relied upon the public notice annexed as annexure C-05 of rejoinder, issued by Director, Town and Country Planning, Haryana wherein the department had informed the general public that the completion certificate dated 10.11.2020 for the project of the respondent has been revoked.



Aggrieved by the aforementioned facts, complainant has filed the present complaint seeking relief of possession of plot and interest up till the time legally valid offer of possession is made to the complainant.

27. On perusal of plot buyer agreement dated 21.02.2018 it is observed that as per clause 8.2 of the said agreement for sale, possession of the plot in question was due to be delivered on or before 31.12.2018. It is a matter of record that the respondent had offered possession of the said plot on 11.11.2020 after receiving the completion certificate on 10.11.2020.
28. Complainant has alleged that said offer of possession was not a valid offer as development works were not complete and plot was not in a habitable condition, lacking basic services such as electricity. Complainant has also alleged that completion certificate was fraudulently obtained by the respondent and the same was revoked by the Director, Town and Country Planning on 19.07.2021.
29. Respondent's stance in this regard is that possession has been offered to the complainant on 11.11.2020 after receiving the completion certificate on 10.11.2020, therefore, the said offer was a legally valid offer of possession. Respondent has also stated that even subsequent to offer of possession dated 11.11.2020, several reminders were sent to the complainant for paying outstanding dues and for taking possession of the plot, however, complainant did not come forward to pay the dues and to take possession of the plot. Revocation of the completion certificate was

*Rathee*



due to external factors concerning electricity connection approvals from DIIBVN and respondent is actively engaged with the authorities and is in process of resolving the issue and complainant cannot exploit this procedural issue to justify continued default in payment.

30. Authority has perused to the completion certificate dated 10.11.2020 annexed as Annexure R-4 of reply dated 03.05.2024. Perusal of the said completion certificate reveals that said certificate was issued by the Director, Town and Country Planning, Haryana stating therein that required development works have been completed to the satisfaction of the Director, Town and Country Planning and the completion certificate is granted on the terms and conditions as enumerated in the said certificate from clause 2(a) to 2(n). It has further been provided in the said certificate that the "completion certificate shall be *void-ab-initio*" if any of the conditions mentioned therein are not complied with". Further reference is made to the public notice annexed by the complainant with its rejoinder dated 30.08.2024 as annexure C-05 issued by the Director, Town and Country Planning, Haryana wherein it has been informed to general public that completion certificate issued to the project mentioned hereinabove has been revoked on 19.07.2021 and general public was advised not to indulge in sale and purchase of the plots in the said project.
31. On plain reading of both these documents i.e., the completion certificate dated 10.11.2020 and public notice it can easily be inferred that the



language in the completion certificate is strict in the sense that the completion certificate shall be declared "void ab initio" on not adhering to any of the conditions mentioned in the said certificate. The word void means without legal effect, ab initio is a latin term meaning "from the beginning". Void ab initio, therefore, means an action that never had legal effect. A void ab initio act cannot be rectified to become enforceable because it is deemed as though it never occurred, and the parties are placed in their original positions. Terms or conditions mentioned in the completion certificate were not complied with by the respondent that is why said certificate was revoked. The fact that completion certificate dated 10.11.2020 was revoked by the Director, Town and Country Planning, Haryana on 19.07.2021, it became void ab-initio, meaning thereby that the completion certificate became void with effect from date of its issuance only. It became a document having no legal sanctity from its very date of existence.

32. Since, the completion certificate itself was not having any legal effect on 10.11.2020 so it can easily be made out that the offer of possession dated 11.11.2020 was also not legally valid as it was without valid completion certificate. Hence, Authority is not hesitant to observe that till date complainant has not received valid offer of possession and is thus entitled to relief under Section 18(1) of RERA Act, 2016.



33. Authority hereby concludes that the complainants are entitled for the delay interest from the deemed date, i.e., 30.12.2018 till date on which a valid offer is made after obtaining completion certificate. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

*(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-*

*(i) 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;*

*(ii) 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;*

Rule 15 of HREERA Rules, 2017 provides for prescribed rate of interest which is as under:

***"Rule 15: "Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) 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 (NCLR) 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"*

Consequently, as per website of the State Bank of India i.e. <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date, i.e., 05.08.2025 is 8.90 %. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.90%.

34.Hence, Authority directs respondent to pay delay interest to the complainants for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2 % which as on date works out to 10.90 % (8.90% + 2.00%) from the due date of possession, i.e., 30.09.2018 till the date of a valid offer of possession.

35.Authority has got calculated the interest on total paid amount from due date of possession, i.e., 30.12.2018 till the date of this order, i.e. 05.08.2025, which works out to ₹16,93,858 /- and further monthly interest of Rs. /- as per detail given in the table below. However it is made clear that complainants will be entitled for monthly interest till valid offer of possession, duly supported with payables and receivables as



per RERA Act, 2016 and Rules of 2017, is made to the complainants by the respondent.

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 05.08.2025 (in ₹)
1.	16,44,000	31.12.2018	11,83,185
2.	25000	13.07.2020	13,812
3.	500000	08.10.2020	2,63,242
4.	100000	14.06.2021	45,213
5.	114500	16.06.2021	51,700
6.	306000	02.07.2021	1,36,706/-
<b>Total</b>	<b>26,89,500</b>		<b>16,93,858/-</b>
<b>Monthly interest:</b>			<b>24,095/-</b>

36. The complainant is also seeking compensation. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors." (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation &



litigation expense shall be adjudged by the learned 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 & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.

#### **I. DIRECTIONS OF THE AUTHORITY**

37. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to pay upfront delay interest of ₹ 16,93,858/- (till date of order i.e. 05.08.2025) to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order and further monthly interest @ ₹24,095/- till the offer of possession after receipt of completion certificate/part completion certificate.
- (ii) Complainants will remain liable to accept possession as per provisions of Section 19 of the RERA Act, 2016 and pay balance consideration amount to the respondent at the time of valid possession offered to her.





(iii) 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/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

**Disposed of.** File be consigned to record room after uploading on the website of the Authority.



CHANDER SHEKHAR  
[MEMBER]



DR. GEETA RATHEE SINGH  
[MEMBER]

