

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

**Date of Decision: 13.01.2026**

Name of the Builder		MRG Infrbuild Private Limited	
Project Name		The Meridian	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/3049/2025	Gaurav Kumar and Isha Rani V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
2.	CR/2905/2025	Gautam Suthar V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
3.	CR/2910/2025	Vikas Sharma V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
4.	CR/2902/2025	Rupendra Singh Chauhan V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
5.	CR/3128/2025	Manjula Sharan V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
6.	CR/3050/2025	Anju Handa and Dheeraj V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
7.	CR/2892/2025	Divakar Chandna V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
8.	CR/2888/2025	Arpan Bhattacharya V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
9.	CR/2903/2025	Push Raj Suthar V/S MRG Infrbuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)

10.	CR/2901/2025	Girish Chandra Kandpal V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
11.	CR/2887/2025	Anjali V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
12.	CR/2900/2025	Rajni V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
13.	CR/2889/2025	Bilkish Khatun V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
14.	CR/3228/2025	Chandan Pal V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
15.	CR/3397/2025	Joginder Kumar V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
16.	CR/3398/2025	Nitin Kumar Gupta V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
17.	CR/3400/2025	Avishant Kumar V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
18.	CR/3402/2025	Kushal Pal V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
19.	CR/3401/2025	Ankit Vats V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)
20.	CR/3868/2025	Monika V/S MRG Infrabuild Private Limited	Kanish Bangia (Complainant) Shivani Dang (Respondent)

**CORAM:**
**Arun Kumar**
**Chairman**

**ORDER**

1. This order shall dispose of all the 20 complaints titled as above filed before this authority in form CRA 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, namely, "The Meridian" at Sector 89, Gurugram being developed by the respondent/promoter i.e., MRG Infrabuild Private Limited. The terms and conditions of the builder buyer's agreements 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 award of possession and delayed possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "The Meridian" at village Hayatpur Sector 89, Gurugram
Possession clause in Affordable Group Housing Policy-
<b>1 (iv)</b> All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
<b>1. Date of sanction of building plans-</b> Date of sanction of building plans is 16.12.2019 as per documents on record at page 35-40 of the reply.
<b>2. Date of grant of environmental clearance-</b> Date of grant of environmental clearance is 30.08.2019 as per documents on record at page 23 of the reply.
<b>3. Occupation certificate-</b> Not obtained
<b>4. DTCP License no.</b> 23 of 2016 dated 22.11.2016 and valid upto 21.11.2021- Sh. Hans Raj and another are the licensee for the project
<b>5. RERA registration</b> -245 of 2017 dated 26.09.2017 valid upto 24.03.2022.

Extension of RERA registration- 10 of 2022 dated 26.12.2022 valid upto 24.03.2023. Dated 24.07.2023 valid upto 24.03.2025

Sr. No	Complaint no./title/ date of filing complaint	Unit No.	Date of allotment	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total, sale consideration and amount paid by the Complainant (s)	Relief Sought
1.	CR/3049/2025  Gaurav Kumar & Isha Rani V/s MRG Infrabuild Private Limited  DOF- 25.06.2025  Reply received on 15.12.2025	A1-1507 15 <sup>th</sup> floor  (Page 40 of complaint)	19.09.2020	26.03.2021  (Page 33 of the complaint)	16.12.2023	Rs. 25,50,055 /- (Page 40 of the complaint)  Rs. 25,79,796/- (As stated by the complainant in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
2.	CR/2905/2025  Gautam Suthar V/s MRG Infrabuild Private Limited  DOF- 25.06.2025  Reply received on 15.12.2025	A1-102 1st floor  (Page 40 of complaint)	20.12.2019	18.12.2019  (Page 33 of the complaint)	16.06.2024	TSC: Rs.25,50,055 /- (page 40 of complaint)  AP: Rs.25,75,559 /- (As stated by the complainant in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

3.	CR/2910/2025  Vikas Sharma V/s MRG Infrabuild Private Limited  DOF-25.06.2025  Reply received on 15.12.2025	C-604 6 <sup>th</sup> floor  (Page 41 of complaint)	13.04.2021	20.05.2021  (Page 33 of the complaint)	16.12.2023	Rs. 26,31,720 /- ([Page 41 of the complaint)  Rs. 26,72,592/-  (As stated by the complaint in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
4.	CR/2902/2025  Manjula Sharan V/s MRG Infrabuild Private Limited  DOF-25.06.2025  Reply received on 15.12.2025	B1-101 1 <sup>st</sup> floor  (Page 42 of complaint)	20.12.2019	01.01.2020  (Page 34 of the complaint)	16.06.2024	Rs. 23,39,259 /- ([Page 42 of the complaint)  Rs. 23,62,651/-  (As stated by the complaint in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
5.	CR/3128/2025  Manjula Sharan V/s MRG Infrabuild Private Limited  DOF-26.06.2025  Reply received on 15.12.2025	B2-404 4 <sup>th</sup> floor  (Page 41 of complaint)	20.12.2019	24.01.2020  (Page 32 of the complaint)	16.06.2024	Rs. 24,45,548 /- ([Page 41 of the complaint)  Rs. 24,78,714/-  (As stated by the complaint in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

6.	CR/3050/2025  Mrs. Anju Handa and Mr. Dheeraj V/s MRG Infrabuild Private Limited  DOF-26.06.2025  Reply received on 15.12.2025	A2-702 7 <sup>th</sup> floor  (Page 43 of complaint )	08.03.2021	19.03.2021  (Page 34 of the complaint)	16.12.2023	Rs. 25,50,035 /- (Page 42 of the complaint)  Rs. 25,75,559/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
7.	CR/2892/2025  Divakar Chandna V/s MRG Infrabuild Private Limited  DOF-26.06.2025  Reply received on 15.12.2025	A2-402 4 <sup>th</sup> floor  (Page 43 of complaint )	19.09.2020	15.10.2020  (Page 33 of the complaint)	16.06.2024	Rs. 25,50,055 /- (Page 43 of the complaint)  Rs. 25,82,859/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
8.	CR/2888/2025  Arpan Bhattacharya V/s MRG Infrabuild Private Limited  DOF-26.06.2025  Reply received on 15.12.2025	A1-105 1 <sup>st</sup> floor  (Page 41 of complaint )	04.07.2020	22.10.2020  (Page 33 of the complaint)	16.06.2024	Rs. 21,72,964 /- (Page 41 of the complaint)  Rs. 21,94,690/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

9.	CR/2903/2025  Pus Raj Suthar V/s MRG Infrabuild Private Limited  DOF-26.06.2025  Reply received on 15.12.2025	A3-1903 19 <sup>th</sup> floor  (Page 40 of complaint )	20.12.2019	28.12.2019  (Page 33 of the complaint)	16.06.2024	Rs. 25,50,055/-  (Page 40 of the complaint)  Rs. 25,75,559/-  (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
10	CR/2901/2025  Girish Chandra Kandpal V/s MRG Infrabuild Private Limited  DOF-01.07.2025  Reply received on 23.12.2025	A3-808 8 <sup>th</sup> floor  (Page 41 of complaint )	04.07.2020	08.07.2020  (Page 33 of the complaint)	16.06.2024	Rs. 21,72,963/-  (Page 41 of the complaint)  Rs. 21,94,960/-  (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
11	CR/2887/2025  Anjali V/s MRG Infrabuild Private Limited  DOF-01.07.2025  Reply received on 15.12.2025	B1-304 3 <sup>rd</sup> floor  (Page 42 of complaint )	20.12.2019	04.02.2020  (Page 33 of the complaint)	16.06.2024	Rs. 24,45,548/-  (Page 42 of the complaint)  Rs. 24,70,000/-  (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

12	CR/2900/2025  Rajni V/s MRG Infrabuild Private Limited  DOF-01.07.2025  Reply received on 15.12.2025	A3-204 2 <sup>nd</sup> floor  (Page 42 of complaint )	14.06.2021	29.06.2021  (Page 33 of the complaint)	16.12.2023	Rs. 21,95,973 /- (Page 42 of the complaint)  Rs. 22,21,475/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
13	CR/2889/2025  Bilkish Khatun V/s MRG Infrabuild Private Limited  DOF-01.07.2025  Reply received on 15.12.2025	A2-606 6 <sup>th</sup> floor  (Page 42 of complaint )	20.12.2019	03.02.2020  (Page 33 of the complaint)	16.06.2024	Rs. 25,50,055 /- (Page 42 of the complaint)  Rs. 25,80,059/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
14	CR/3228/2025  Chandan Pal V/s MRG Infrabuild Private Limited  DOF-01.07.2025  Reply received on 15.12.2025	A3-603 6 <sup>th</sup> floor  (Page 42 of complaint )	20.12.2019	20.01.2020  (Page 32 of the complaint)	16.06.2024	Rs. 25,50,055 /- (Page 42 of the complaint)  Rs. 25,80,379/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

15	CR/3397/2025 Joginder Kumar V/s MRG Infrabuild Private Limited DOF-10.07.2025 Reply received on 15.12.2025	A2-1308 13 <sup>th</sup> floor (Page 38 of complaint )	04.07.2020	Date not mentioned in the agreement (Page 31 of the complaint)	16.06.2024	Rs. 21,72,964 /- (Page 38 of the complaint)  Rs. 21,94,690/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
16	CR/3398/2025 Nitin Kumar Gupta V/s MRG Infrabuild Private Limited DOF-10.07.2025 Reply received on 15.12.2025	A1-506 5 <sup>th</sup> floor (Page 42 of complaint )	20.12.2019	16.01.2020 (Page 33 of the complaint)	16.06.2024	Rs. 25,50,055 /- (Page 42 of the complaint)  Rs. 25,75,559/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
17	CR/3400/2025 Avishant Kumar V/s MRG Infrabuild Private Limited DOF-10.07.2025 Reply received on 15.12.2025	A2-403 4 <sup>th</sup> floor (Page 40 of complaint )	20.12.2019	01.01.2020 (Page 32 of the complaint)	16.06.2024	Rs. 25,50,055 /- (Page 40 of the complaint)  Rs. 25,86,399/- (As stated by the complaint in its complaint)	Possession, DPC,Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

18	CR/3402/2025  Kushal Pal V/s MRG Infrabuild Private Limited  DOF-10.07.2025  Reply received on 15.12.2025	A1-1504 15 <sup>th</sup> floor  (Page 40 of complaint)	14.06.2021	21.06.2021 1  (Page 32 of the complaint)	16.12.2023	Rs. 21,95,973 /-  (Page 40 of the complaint)  Rs. 22,17,975/-  (As stated by the complainant in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
19	CR/3401/2025  Ankit Vats V/s MRG Infrabuild Private Limited  DOF-10.07.2025  Reply received on 23.12.2025	A3-602 6 <sup>th</sup> floor  (Page 41 of complaint)	04.07.2020	28.09.2020 0  (Page 33 of the complaint)	16.06.2024	Rs. 25,50,055 /-  (Page 41 of the complaint)  Rs. 25,75,560/-  (As stated by the complainant in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed
20	CR/3868/2025  Monika V/s MRG Infrabuild Private Limited  DOF-30.07.2025  Reply received on 15.12.2025	A3-807 8 <sup>th</sup> floor  (Page 41 of complaint)	20.12.2019	16.03.2020 0  (Page 33 of the complaint)	16.06.2024	Rs. 25,50,055 /-  (Page 41 of the complaint)  Rs. 26,65,559/-  (As stated by the complainant in its complaint)	Possession, DPC, Not to charge which is not part of the payment plan, not to cancel the allotment, conveyance deed

**1Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**

**Abbreviations Full form**

DOF- Date of filing complaint

TSC- Total Sale Consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession 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 promoter, 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(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3049/2025 titled as Gaurav Kumar & Isha Rani V/s MRG Infrabuild Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

**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/3049/2025 titled as Gaurav Kumar & Isha Rani V/s MRG  
Infrabuild Private Limited**

S. N.	Particulars	Details
1.	Name of the project	"The Meridian" at village Hayatpur Sector 89, Gurugram
2.	Nature of the project	Affordable Housing
3.	DTCP license no. and validity status	23 of 2016 dated 22.11.2016 valid upto 21.11.2021 Name of license- Sh. Hans Raj and another
4.	RERA Registered/ not registered	Registered vide no. 245 of 2017 dated 26.09.2017 valid upto 24.03.2022 Extension of RERA registration i. 10 of 2022 dated 26.12.2022 valid upto 24.03.2023 RC/REP/HARERA/GGM/245 of 2017 /7(3)/36/2023/13)

			dated 24.07.2023 valid upto 24.03.2025
5.	Date of approval of building plans	16.12.2019 (Page 35 of reply)	
6.	Date of environment clearance	30.08.2019 (Page 23 of reply)	
7.	Date of allotment	19.09.2020	
8.	Date of buyer's agreement	26.03.2021 (As per page no.33 of the complaint)	
9.	Possession clause	<p><b>5.1 Possession</b>                      Within 90 (sixty) days from the date of issuance of occupancy certificate, the developer shall offer in writing the possession of the said flat to the allottee(s). Subject to force majeure circumstances, receipt of occupancy certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by developer in terms of the agreement and not being in default under any part hereof including but not limited to the timely payment of installations as per the payment plan, stamp duty and registration charges, the developer shall offer possession of the said flat to the allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "commencement date"), whichever is later.</p>	
10.	Possession clause in Affordable Housing Policy	<p><b>1 (iv)</b>  <i>All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.</i></p>	
11.	Due date of possession	16.12.2023 (Calculated as 4 years from date of building plans i.e 16.12.2019 being later)	
12.	Total sale consideration	Rs. 25,50,055/- (Page 40 of complaint)	
13.	Amount paid by the complainant	Rs. 25,79,796/- (As stated by the complainant in its complaint)	
14.	Occupation certificate	Not obtained	

15.	Offer of possession	Not offered
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**B. Facts of the complaint**

8. The complainant has made the following submissions: -

- I. That in the year 2019, the real estate project "the meridian" situated at the revenue estate of Village Hayatpur, Sector-89, in sub-tehsil Kadipur & District Gurugram, Haryana came to the knowledge of the complainant, through the authorized marketing representatives of the respondent, making tall claims, assurances, and warranties in regard to the project being developed by it, lured by the claims, the complainant convinced to book a residential unit/flat in the project being developed by respondent.
- II. That relying upon the assurances and representations of the respondent, the complainant agreed to buy a unit in the aforesaid project in order to make his dream true of owing a unit in the aforesaid project. Thereby, the complainant booked a unit bearing no. 1507, 15<sup>st</sup> floor, block/tower no. a1, having an area of 625.695sq. ft. in the said project and paid an amount of Rs. 1,25,502/- at the time of booking.
- III. That the respondent executed agreement for sale dated 22.03.2021 with the complainant for the above-mentioned unit. Despite making timely payments in response to every demand letter, the complainant was hopeful of receiving possession of their apartment by the delivery date specified in the clause 5.2 of the agreement for sale, i.e., 30.08.2023. However, during regular site visits, the complainant noticed significant delays, as the construction was not progressing according to the approved plan and timeline. Concerned by this, the complainant repeatedly brought the issue to the respondents' attention through personal visits, formal letters, and emails, requesting clarity on the delay.
- IV. That the respondents, however, merely offered vague assurances that the apartment would be delivered as per the dates stipulated in the agreement,

without addressing the evident lack of progress on the site. Despite these repeated promises, the respondents continuously failed and neglected to deliver possession of the apartment within the agreed-upon timeline, causing considerable distress and frustration for the complainant, who had acted in good faith based on the respondents' assurances. This delay not only impacted the complainant's plans for securing accommodation but also led to financial strain due to the prolonged waiting period.

- V. That having lost all hope in the respondent regarding the possession of the apartment and the interest owed due to the delay of more than two years since 30.08.2023, and with their dreams of timely delivery of the flat as per the agreement for sale, shattered, the complainant have approached this Hon'ble Authority seeking redressal of their grievance.
- VI. That the complainant have paid a substantial sum of Rs. 25,79,796/-being more than 100% of the total sale price i.e., Rs. 25,50,55/-.
- VII. The Haryana Government through its Town and Country Planning Department issued Gazette notification on 19th August 2013 No. PF 27/48921. The Governor of Haryana has been pleased to notify a comprehensive Affordable Housing Policy-2013' under the provisions of Section 9 A of The Haryana Development and Regulation of Urban Areas Act, 1975 and any other corresponding statute, governing development of group housing colonies. It is a special policy, for allotment of affordable houses. The object to launch this policy is mentioned as "to encourage the planning and completion of "group housing projects" wherein apartments of 'pre-defined size' were made available at 'pre-defined rates' within a 'targeted time-frame' as prescribed under the present policy to ensure increased supply of 'Affordable Housing' in the urban housing market, to the deserving beneficiaries.

VIII. That although the Real Estate (Regulation and Development) Act, 2016 came into force w.e.f. 1st may, 2016. In this way, this Act came into force after aforesaid notification, even then aforesaid notification was issued for specific object as described above. While, the Real Estate (Regulation and Development) Act, 2016 is a wider act, governing development and regulation of real estates no provision of affordable housing policy is contrary to the provisions of said act and no provision of it has been repealed by the legislature. Due to all this, despite having been launched prior to the Act, being specific policy, it is still enforceable. According to Sections 18(1) and 19(7) of RERA 2016 read with Rule 15, the respondent is liable to pay the allottee interest for delaying the possession.

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

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

- i. Direct the respondent to handover possession of the unit with the amenities as promised and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit.
- ii. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent.
- iii. Direct the respondent to get the conveyance deed executed without raising illegal demands from the complainant.
- iv. Direct the respondent to not to charge anything which is not part of the payment plan as agreed upon.
- v. Direct the respondent to not to cancel the allotment of the complainant of the said unit.

10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

11. The respondent has contested the complaint on the following grounds.
- i. That the complaints are bad for mis-description of the respondent. There is no such company by the name of M/s MRG Infrabuild Pvt. Ltd. and the present complaint is liable to be dismissed on this ground alone. However, for the sake of abundant caution, the present reply is being filed on behalf of M/s MRG Infrabuild LLP (hereinafter referred to as 'the builder').
  - ii. That the builder undertook the work of construction and development of residential affordable group housing project namely, 'The Meridian', situated at Sector 89, District Gurugram. After checking the veracity of the said project, the complainant applied for allotment of an affordable residential apartment vide booking application form bearing no. 9473 alongwith required affidavit.
  - iii. That pursuant to the application of the complainants, draw of lots was held on 18.09.2020 in the presence of officials of DGTCP/ DC, Gurugram and a flat bearing no. 07, in Tower A1 having a carpet area of 625.70 sq. ft. on fifteenth floor and balcony area 94.550 sq. ft. together with one two wheeler open parking site was allotted to the complainant vide allotment letter dated 05.10.2020 for basic cost of Rs. 25,75,559/-. The builder buyer's agreement bearing vasika no. 4893 dated 26.03.2021 was executed between the complainant and the builder.
  - iv. That as per the payment plan stipulated in the builder buyer's agreement and in accordance with the affordable housing policy, 2013, the complainant was required to pay 5% of the total cost of the unit at the time of application. Upon allotment of the unit, an amount equivalent to 20% of

the total cost of the unit became payable, while the remaining 75% of the total cost was to be paid in 6 (six) equated half-yearly installments @ 12.5% each, spread over a period of 3 (three) years. Accordingly, the builder raised payment demands in accordance with the mutually agreed terms and conditions of the allotment, payment plan and the policy. The complainant made payment of the sale consideration and he is bound to pay the remaining amount towards applicable registration charges, stamp duty as well as other charges payable at the time of offer of possession.

- v. That the possession of the unit was supposed to be offered to the complainant in accordance with the agreed terms and conditions of the builder buyer's agreement. As per clause 5.2 of the builder buyer's agreement, subject to force majeure circumstances, receipt of occupancy certificate and allottee (s) having timely complied with all its obligations, formalities and documentation, as prescribed by the developer in terms of the agreement and not being in default, the developer was to offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plan or grant of environment clearance, whichever is later. The said period was subject to force majeure, court orders, Government policy/guidelines/decisions affecting the regular development of the project.
- vi. That from the aforesaid terms of the builder buyer's agreement, it is evident that time for offering possession to the complainants were to be computed from the date of approval of building plans or grant of environmental clearance, whichever is later. The environment clearance was obtained by the builder on 30.08.2019 while the building plans were approved on 16.12.2019. Thus, the date for commencement that has to be considered is the date of approval of building plans i.e. 16.12.2019 since it is the latter date.

vii. That thus the time period for offering the possession, according to agreed terms and conditions without taking into account force majeure events would have expired on 16.06.2024. As per the terms and conditions of the builder buyer's agreement, the said period was subject to the occurrence of force majeure conditions, court orders etc. which are beyond the control of the builder. Although the project of the builder is complete in all respects but the implementation of the project in question was adversely affected due to the following force majeure events and conditions which were beyond the control of the builder :-

- i. Covid-19:- The outbreak of the deadly Covid-19 virus resulted in implementation of the project being badly affected. The outbreak resulted in not only disruption of the supply chain of the necessary materials but also in shortage of the labour at the construction sites as several labourers had migrated to their respective hometowns. The Covid-19 outbreak has been classified as 'pandemic' is an Act of God and the same was beyond the reasonable apprehension of the builder. The outbreak lasted almost two years and adversely affected the smooth implementation of the project during that time. The time period for implementation of the project by the builder lost on account of Covid-19 pandemic is required to be added to the time frame mentioned above. The builder cannot be held responsible for the circumstances which were beyond its control. It is pertinent to mention herein that even this Hon'ble Authority had vide its order no. 9/3-2020 HARERA/GGM(Admin) dated 26.05.2020 had extended the registration and completion date automatically by 6 months due to the outbreak of Covid-19. This Hon'ble Authority had agreed vide the said order that due to the force



majeure condition, the regular development work of the real estate projects have been getting affected. Moreover, the outbreak of Covid-19 and its various waves had adversely affected the functioning of various Govt. as well as private Offices and has caused delay in completion of the project in which unit of the complainants is situated. The Hon'ble Apex Court has also taken into consideration the situation due to various waves of Covid-19 and has granted relief in terms of extension of limitation w.e.f. 15.03.2020 to 28.02.2022 to file various documents before various courts/authorities. Accordingly, this period w.e.f. 15.03.2020 to 28.02.2022 should be counted under Force Majeure while calculating the due date of possession as per the builder buyer's agreement.

- ii. Ban on Construction and Imposition of GRAP-III: Due to rise in pollution levels in Delhi NCR, the construction was hampered due to various Court orders, Government guidelines as well as imposition of GRAP-III due to which the construction could not be carried out by the builder. Copies of the Orders dated 01.11.2019, 04.11.2019, 08.11.2019, 11.11.2019, 29.10.2022, 03.11.2022, 09.11.2022, 04.12.2022, 30.12.2022, 06.01.2023, 02.11.2023, 5.11.2023, 22.12.2023, 14.01.2024, 14.11.2024, 17.11.2024 and 16.12.2024 of the Environment Pollution (Prevention and Control) Authority and Commission for air quality management for the NCR due to which construction had to be stalled.
- iii. Initiation of insolvency proceedings against the builder and appointment of IRP by NCLT, New Delhi:- The Hon'ble National Company Law Tribunal (NCLT), New Delhi vide its order dated

21.08.2024, initiated insolvency proceedings against the builder and an Interim Resolution Professional (IRP) was appointed. The passing of the said order dated 21.08.2024 was beyond the control of the builder and due to passing of the said order dated 21.08.2024, all activities pertaining to the project had to be halted temporarily in view of the imposition of the moratorium under the Insolvency and Bankruptcy Code, 2016. Subsequent thereto, the builder preferred an appeal before the Hon'ble National Company Law Appellate Tribunal (NCLAT), New Delhi on 27.08.2024 wherein the Hon'ble NCLAT vide its order dated 23.09.2025 was pleased to set aside the impugned order dated 21.08.2024 passed by the Hon'ble NCLT.

- viii. That despite the above-mentioned force majeure conditions which adversely affected the implementation of the project in question and delayed the completion of the project, it is pertinent to mention here that after completion of the development work of the entire project including the unit in question, the builder applied for obtaining occupation certificate from DTCP vide its application.
- ix. That although the construction of the project had been complete very much in time but due to the imposition of moratorium vide order dated 21.08.2024 passed by the Hon'ble NCLT, the builder could not apply for obtaining occupation certificate immediately after the completion of the project. The builder filed application for grant of Occupation Certificate before DTCP and also filed Interim Application No. 2827 of 2025 before NCLAT, New Delhi, seeking permission to apply for obtaining occupation certificate. The Hon'ble NCLAT, New Delhi was pleased to issue notice on the said application but the same remained pending till passing of final order/ judgment dated 23.09.2025 vide which the previously imposed

moratorium has been set aside by the Hon'ble NCLAT, New Delhi. Thus, there has been no default or delay on the part of the builder in completing its obligations as per the builder buyer's agreement.

- x. That thus, the construction of the project is already complete and the builder would be ready to offer possession of the unit in question to the complainant immediately upon receipt of the occupation certificate from DTCP. The delay, if any, in obtaining the occupation certificate is not on the part of the builder and was caused due to the above-mentioned force majeure events which were beyond the control of the builder. The complainant is very well aware of all these facts and despite knowing that there has been no delay from the side of the builder, the complainant has intentionally filed the present absolutely baseless, false and frivolous complaint seeking delayed possession charges. The complainants are not entitled to any delay possession charges as the builder has abided by its obligations under the builder buyer's agreement. The present complaint being a misuse of the process of law and is liable to be dismissed.
12. 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**

13. 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**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project

in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

### **E. II Subject matter jurisdiction**

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

#### **Section 11**

.....  
(4) *The promoter shall-*

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

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

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

16. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

### **F. Findings on the objections raised by the respondent:**

**F.I Objection regarding that there is no such company by the name of M/s MRG Infrabuild Pvt. Ltd. and the present complaint is liable to be dismissed on this ground alone**

17. That the respondent in its reply has stated that the complaints are bad for mis-description of the respondent. There is no such company by the name of M/s MRG Infrabuild Pvt. Ltd. and the present complaint is liable to be dismissed on this ground alone. However, for the sake of abundant caution,

the present reply is being filed on behalf of M/s MRG Infrabuild LLP (hereinafter referred to as 'the builder').

18. However as per the documents available on the record i.e the allotment letter and the builder buyer agreement both mention the name of the builder as MRG Infrabuild Private Limited. Therefore, this plea of the respondent is hereby rejected.

**F.II Objections regarding force majeure.**

19. The respondent has further submitted that the Covid-19 outbreak has been classified as 'pandemic' is an Act of God and the same was beyond the reasonable apprehension of the builder. The outbreak lasted almost two years and adversely affected the smooth implementation of the project during that time. Due to rise in pollution levels in Delhi NCR, the construction was hampered due to various Court orders, Government guidelines as well as imposition of GRAP-III due to which the construction could not be carried out by the builder and the Hon'ble National Company Law Tribunal (NCLT), New Delhi vide its order dated 21.08.2024, initiated insolvency proceedings against the builder and an Interim Resolution Professional (IRP) was appointed.
20. However, all the pleas advanced in this regard are devoid of merits. As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "*All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.*" The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.08.2019 and 16.12.2019 respectively. Therefore, the due date of possession is being calculated from the date of the building plans, being later.

21. However, it is important to note that the builder buyer agreement was executed in the year 2021, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the designated timeframe for possession accordingly. Consequently, any extension in timeframe for handover of possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e. 16.12.2023.
22. In CR No. 2905/2025, 2902/2025, 3128/2025, 2892/2025, 2888/2025, 2903/2025, 2901/2025, 2887/2025 , 2889/2025, 3228/2025, 3397/2025, 3398/2025, 3400/2025, 3401/2025 and 3868/2025 the authority has gone through the possession clause of the agreement and the Affordable Housing Policy, 2013 also and observed that the promoter has proposed to hand over the possession of the subject unit on 16.12.2023 i.e 4 years taken from the from the date of building plans being later i.e 16.12.2019. Therefore, the due date of possession comes out to be 16.12.2023. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to 16.06.2024.

**G. Findings on the reliefs sought by the complainant:**

- G. I Direct the respondent to handover possession of the unit with the amenities as promised and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit.**

- G.II Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent.**
- G.III Direct the respondent to get the conveyance deed executed without raising illegal demands from the complainant.**

23. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
24. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso 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."*

25. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

***1 (iv)***

*"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."*

26. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.* The respondent has obtained environment

clearance and building plan approval in respect of the said project on 30.08.2019 and 16.12.2019 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later i.e 16.12.2023 in the present case i.e 3049/2025. The due date for other cases are mentioned in the para 3 of the order.

27. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides 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 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]*

*(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 (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.*

28. The legislature in its wisdom in the subordinate legislation under the provision of 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.
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., 13.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

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. 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—*

- (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;"*

31. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
32. On consideration of the documents available on record and submissions made by both the parties, 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 as per the agreement. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. However, the respondent has failed to handover possession of the subject apartment to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter

- to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
33. 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 till valid offer of possession plus two months after obtaining occupation certificate from the competent Authority 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 proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession till valid offer of possession plus 2 months after obtaining occupation 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.
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 unit in question. Therefore, the respondent is directed to handover possession of the flat/unit and execute conveyance deed 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 respondent to not to charge anything which is not part of the payment plan as agreed upon.**

36. As per the provisions of the Act, 2016, a promoter is bound to adhere strictly to the terms and conditions agreed upon with the allottee. Any additional charges, which are not mentioned in the builder buyer agreement cannot be unilaterally imposed upon the allottee. Therefore, respondent-promoter is directed not to charge anything which is not part of buyer agreement or provided under the Affordable Housing Policy, 2013.

**G.V. Direct the respondent to not to cancel the allotment of the complainant of the said unit.**

37. As per the documents on record, it is evident that the complainant has already paid equal as per the agreed sale consideration. It is important to note that till date the respondent has neither obtained occupation certificate nor offered possession to the complainant. In view of the above submissions and findings the respondent is directed to not to create any third-party rights nor cancel the allotment of the subject unit.

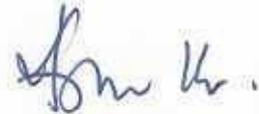
**H. Directions of the authority**

38. Hence, the authority hereby passes this order and issue 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 respondent/promoter is directed to pay interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession till valid offer of possession plus 2 months after obtaining occupation 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 the due date till the date of order by the authority shall be paid by the promoter to the allottee(s) 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 allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
  - iii. The respondent is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and 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.
  - iv. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - v. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the apartment buyer's agreement or provided under the Affordable Housing Policy, 2013.
  - vi. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s), in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

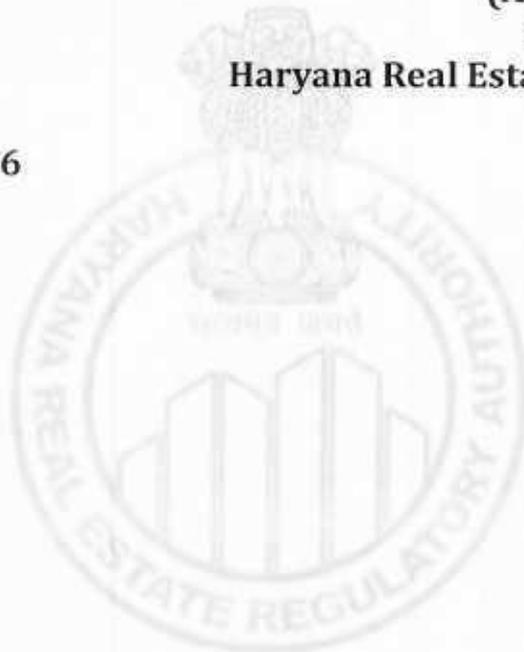
39. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
40. The complaints stand disposed off.
41. Files be consigned to registry.



**(Arun Kumar)**  
**Chairman**

**Haryana Real Estate Regulatory Authority,**  
**Gurugram**

**Dated: 13.01.2026**



**HARERA**  
**GURUGRAM**