



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

<b>Complaint No.:</b>	<b>439 of 2022</b>
<b>Date of Filing:</b>	<b>21.03.2022</b>
<b>Date of First Hearing:</b>	<b>10.05.2022</b>
<b>Date of Decision:</b>	<b>30.01.2026</b>

Vipin Kumar Bansal S/o Sh. Dinesh Chand Bansal,  
R/o H.no.4, Manak Chowk, Anupshahr,  
District Bulandshahr, Uttar Pradesh-203390

....COMPLAINANT

VERSUS

Best Deal Housing and Construction Pvt. Ltd.  
502, D-Mall, Plot no.A-1, Netaji Subhash Palace,  
Pitampura, New Delhi-110034

....RESPONDENT NO.1

Best Deal Housing and Construction Pvt. Ltd.  
Gulmohar City, Sector-29,  
Chandigarh Hissar Highway, Village Shergarh,  
Patti Gaadar, Kaithal-136027

....RESPONDENT NO.2

*Csh*

Mr. Dinesh Gupta  
R/o H.no. 808, Urban Estate,  
Sector-9, Karnal

....RESPONDENT NO.3

<b>Complaint No.:</b>	<b>441 of 2022</b>
<b>Date of Filing:</b>	<b>21.03.2022</b>
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....RESPONDENT NO.3

**CORAM:**

**Sh. Chander Shekhar**

**Member**

 **Hearing:**

**15<sup>th</sup>**

**Present: -**

Ms. Isha, Proxy for Mr. Ajay Kalra, Advocate, for the  
Complainant through VC in both cases.  
None for the Respondent No.1 and Respondent No.2 in  
both cases.

Respondent No.3 already Ex-Parte vide order dated 12.12.2025 in both cases.

### **ORDER**

The above captioned complaints are being taken up together for hearing because they each have similar issues and are related to the same project of the respondents, therefore the final order is being passed by taking facts of Complaint No. 439 of 2022 as the lead complaint.

2. The present lead complaint no. 439 of 2022 was filed on 21.03.2022 by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation and 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**

3. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Gulmohar City (Phase-3), Sec-29, Village Shergarh and Patti Gaadar, Kaithal, Haryana

2.	RERA registered/not registered	Registered vide Registration No. HRERA-PKL-KTL-51-2018
3.	Details of Unit	Plot No. A-44, 503 sq. yards
4.	Date of Allotment	N/A
5.	Date of Plot Buyer Agreement	09.06.2017
6.	Due Date of Offer of Possession	N/A
7.	Possession Clause in Plot Buyer Agreement	N/A
8.	Total Sale Consideration	₹1,05,63,000/-
9.	Amount Paid by the Complainant	₹1,17,53,840/-
10.	Offer of Possession	N/A
11.	Date of Execution of Conveyance Deed	09.08.2024

## B. FACTS OF THE COMPLAINT

4. Facts of the complaint are that the complainant had booked a plot in the project of the respondent namely; "Gulmohar City-The city of joy in Kaithal," situated at village Shergarh, Sector-29, Kaithal by making payment of ₹20,000/- for the plot on 29.04.2017. It is submitted that though the plot no. is stated to be A-23 in the cash receipt, however, the amount was adjusted towards plot no. A-44. The complainant paid a further sum of ₹20,000/- for

the plot on 30.04.2017 and a sum of ₹20,000/- for the plot on 01.05.2017. The Plot Buyer Agreement was executed between the parties on 09.06.2017.

5. The complainant paid a total amount of ₹1,17,53,840/- for the plot to the respondent. The respondent miserably failed to handover the possession of the plot and further failed to execute the Sale deed/Conveyance deed and get the same registered in favour of the complainant. There is no noticeable development in the project launched by the respondent and all the assurances and representations made at the initial bookings of the plot have vanished into thin air. On multiple occasions, the respondent has extended several assurances to the complainant, however such assurance and promises were dishonest and intended only to keep the applicant's claim lingering.

6. The complainant has sent email dated 26.02.2022 as well as letter cum notice dated 28.02.2022 to the respondents, requesting them to execute the sale deed and all other documents for transfer of title in respect of the plot, however, the respondent has not acted upon such legitimate request of the complainant. The complainant had also applied for availing joint loan facility with his wife Mrs. Kumkum Bansal for a sum of ₹62,31,200/- from the HDFC Bank Ltd. for the purchase of subject plot. The loan facility was approved by the bank and a sum of ₹59,20,000/- was disbursed by the bank into the account of the respondent no.1.

7. At the time of booking of the plot, the respondent has represented that it has obtained the requisite certificate of registration under the RERA

Act, 2016 from the Authority and the project is in accordance with the provisions of RERA Act, 2016. Believing the said representations of the respondent to be true, the complainant has proceeded to book the said plot but from the inspection and verification of the certificates obtained by the respondent, it has found that the certificate bearing no. HRERA-PKL-KTL-51-2018 dated 03.10.2018 pertains to Phase-III. It has been specifically stated in Para-7 of the said certificate that "no plots have been sold as on date". Similarly it is stated in Part C of form REP-1 that out of 10 Type-A plots, none has either been booked or sold to anyone up to the date of the application. Further, the date of completion of the project is 31.03.2021. The copy of the said certificate is attached as Annexure C-7.

8. From the perusal of the afore-stated facts, it clearly emerges that the respondent has fraudulently misrepresented the complainant that it has obtained requisite certificates and approvals under RERA Act at the time of booking of the plot. It is submitted that the Plot Buyer Agreement dated 09.06.2017 executed by the respondent is vague and cryptic in nature and is at great variance with the model agreement provided under Rule 8 of HRERA Rules, 2017. The break up of the details of the consideration amount are vague and time period for execution of the conveyance of plot are conspicuously missing. The Plot Buyer Agreement executed by the respondent is one sided and contains arbitrary, unfair and unreasonable terms and conditions.

**C. RELIEF SOUGHT**

9. The complainant in his complaint has sought following reliefs:-
- i. To direct the respondent to handover possession of the plot, possession letter, execute the sale deed and all other documents of ownership in favour of the complainant and carry all other ancillary acts.
  - ii. To direct the respondent to pay interest to the complainant for each month of delay in handing over possession of the plot and registration of sale deed at SBI MCLR plus 2% or such rate as may be deemed fit by this Authority.
  - iii. To direct the respondent to pay compensation of ₹5,00,000/- for physical, mental harassment, agony caused to the complainant.
  - iv. Any other relief which this Hon'ble Authority deems fit in the circumstances may also be granted to the complainant.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

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Learned counsel for the respondent filed a detailed reply on 10.05.2023 pleading therein:

10. The present complaint filed by the complainant is devoid of merits and hence not maintainable and the same is liable to be dismissed. It is

stated that the complainant herein had admittedly booked the plot in the said project and made payment towards booking which is duly acknowledged by the complainant vide receipts issued against the payments.

11. The project was launched by the respondent herein with a bonafide intention to complete the construction with all honest intents within the stipulated time frame and hand over the plot. It would be relevant to state herein that the construction at the project site is going on in full swing. The project is near completion and almost ready for possession. The filing of the complaint at this stage for the relief sought is not maintainable.

12. The complainant has failed to pay IDC/EDC within the prescribed period as mentioned in the agreement. As per agreement, the complainant shall pay the full registration charges, stamp duty, legal and documentation charges. The sub structure including the cementing, laying of foundation, roads, waterproofing and superstructure of the building including the stilt, staircases, lift wells and lobbies has been completed. It is pertinent to note that significant work has already been undertaken and the balance finishing works are going on a daily basis. The copy of the status report is attached at Annexure R-1.

 13. The project was adversely affected by various construction bans, lack of availability of building material, regulation of the construction and development activities by the judicial authorities and government on account of the environmental conditions, demonetization, adverse effects of Covid-19



and other force majeure circumstances. Further, even though the delay in the completion of the project has been for reasons beyond the control of the developer, it is humbly submitted that whatever damages the complainant is entitled would have to be calculated and paid/adjusted at the time of offer of possession since the same cannot be determined at any stage prior to that.

14. It is stated that the relief claimed by the complainant is absurd, baseless, belated and goes against the Builder Buyer Agreement and interest of justice. The present complaint deserves to be dismissed as no cause of action has arisen in the case to necessitate consideration and indulgence of this Authority.

**E. WRITTEN SUBMISSIONS FILED BY THE COMPLAINANT**

15. The complainant has filed written submissions dated 05.01.2026 in which facts and pleadings have been reiterated as mentioned in the complaint. He has further submitted that during the pendency of the present complaint, the Sale Deed in respect of the plot was executed in favour of the complainant on 09.08.2024 that too after expiry of the time period stipulated under the Plot Buyer Agreement. The copy of the Sale Deed is annexed as Annexure-C. Therefore, the respondent is liable to pay interest towards delayed possession till the date of execution of the Sale Deed. The respondent is further liable to refund the excess amount of ₹12,11,840/- received from the complainant. Further, it is submitted that the complainant is also entitled to receive pendente lite interest till the date.

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**F. ARGUMENTS OF THE COMPLAINANT AND THE RESPONDENTS:**

16. During oral arguments, Id. Counsel for the complainant reiterated the submissions/arguments as already submitted in their complaint and written submission respectively. Further, none appeared on behalf of the respondents to advance their arguments. Therefore, the submissions made in reply are considered while deciding the case.

**G. ISSUES FOR ADJUDICATION**

17. Whether the complainant is entitled to get delay interest in terms of Section 18 of RERA Act, 2016, that too after execution of the sale deed?

**H. OBSERVATIONS AND DECISION OF THE AUTHORITY**

18. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, the Authority observes as follows:

(i) Admittedly, the complainant herein had booked a plot in respondent's project- 'Gulmohar City Phase-III, Village Shergarh, Sector-29, Kaithal' by paying ₹20,000/- on 29.04.2017. The Plot Buyer Agreement was executed between the parties on 09.06.2017. The Conveyance Deed was executed between the parties on 09.08.2024. As per Clause 1 of the Conveyance Deed, the complainant was handed over the physical possession alongwith execution of sale deed.

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(ii) The complainant has impleaded Mr. Dinesh Gupta director of the 'Best Deal Housing and Construction Pvt Ltd.' as respondent no.3. Respondent no. 1 and 2 companies filed their reply on 10.05.2023. Neither respondent no.3 i.e. Mr. Dinesh Gupta has been represented through any counsel nor any reply has been filed on behalf of it. Therefore, the respondent no.3 was ordered to be proceeded against ex-parte vide order dated 12.12.2025.

(iii) With respect to the relief mentioned at Para 9(i), it has been observed that the said relief stands satisfied as stated by the complainant as per written submissions filed by him on 05.01.2026. Therefore, no further observation is being made in that regard.

(iv) With regard to delay possession interest, it is observed that in the present case, the complainant Mr. Vipin Kumar Bansal executed a Plot Buyer Agreement with the respondent no.1 on 09.06.2017. The respondent no.1 accepted the application of the complainant and allotted him plot bearing no. A-44, having an area of 503 Sq. yards in Gulmohar City, Village Shergarh, Sector-29, Kaithal. He has paid an amount of ₹1,17,53,840/- as total sale consideration. The Plot Buyer Agreement nowhere stipulates the date of handing over of the possession. Therefore,



in the absence of a specific date of handing over of possession, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainant. In Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr." in which it has been observed that the period of three years is reasonable time of completion of construction work and delivery of possession. In the present complaint, the Plot Buyer Agreement was executed on 09.06.2017 between the parties. Accordingly, taking a period of three years from the date of Plot Buyer Agreement as a reasonable time to complete development works in the project and to handover possession to the allottee/complainant, the deemed date of possession comes to 09.06.2020. The respondents should have accordingly delivered the possession of the plot by 09.06.2020. It is a matter of fact that the complainant has received the possession of the said plot alongwith execution of conveyance deed on 09.08.2024 i.e. after delay of almost four years from the deemed date of possession. Thus, the complainant

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is now entitled to delay interest from 09.06.2020 to 09.08.2024 as per provisions of Section 18 of the RERA Act.

(v) 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 HRERA 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”*

(vi) Considering the above facts, the Authority directs respondents to pay delay interest to the complainant 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 be 10.80% (8.80% + 2.00%) from the due date of possession till the date of actual handing over of possession i.e. from 09.06.2020 to 09.08.2024.

19. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of actual handing over of the possession as mentioned in the table below:

Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 09.08.2024 (in ₹)@ 10.80% p.a rate of interest
₹1,16,93,840/-	09.06.2020	₹52,69,725/-

20. The delay interest has been calculated on an amount of ₹1,16,93,840/-. On perusal of the record, it has been observed that payments of ₹60,000/- were paid in three cash transactions of ₹20,000/- each. These payments were made in respect of plot no A-23. The

complainant has stated that these payments were later adjusted against plot no A-44. However, nothing has been placed on record to establish that the payments were adjusted for the plot in question in the present complaint i.e. plot no A-44. Therefore, the Authority is not inclined to award delay interest on the said payments of ₹60,000/- and the delay interest has been calculated after deducting the said payments.

21. The complainant is also seeking compensation on account of mental agony, torture, harassment caused for delay in possession, deficiency in services and cost escalation. 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 and litigation charges under Sections 12, 14, 18 and Section 19 of the RERA Act, 2016, which is to be decided by the learned Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72 of the Act, 2016. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

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## I. DIRECTIONS OF THE AUTHORITY

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

- (i) The amount of delay interest for delay caused in delivery of possession admissible to the complainant works out to be ₹52,69,725/- in each case. Therefore, the respondents are directed to pay upfront delay interest of ₹52,69,725/- in each case to the complainant in both cases towards delay already caused in handing over the possession within 90 days from the date of passing of this order.
- (ii) A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation and Development) Rules, 2017, failing which legal consequences would follow.

23. **Disposed of.** Files be consigned to record room after uploading of order on the website of the Authority.

  
.....  
(CHANDER SHEKHAR)  
MEMBER

30.01.2026  
Gaurav Saini  
(Law Associate)