

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

Complaint no. : 3497 of 2024
First date of hearing: 22.11.2024
Date of Decision : 31.10.2025

Farooq Ahmad Najar,
R/o: -S/O. Abdul Fatah Najar, Near Masjid Gousia,
Gousia Colony, Azad Gunj, Baramulla,
Jammu & Kashmir 193101

Complainant

Versus

M/s MRG Infrabuild Pvt. Ltd.
Regd. Office at: Unit No. 110, 1st floor,
best sky tower, NSP, Delhi-34

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Sh. Om Prakash Singh (Advocate)
Sh. Sanchit Garga (Advocate)

Complainant
Respondent

ORDER

1. The present complaint dated 26.07.2024 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the provisions of the

Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, 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 tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"The Meridian" at Sector-89, Gurugram, Haryana
2.	Project area	5.51875 Acres
3.	Nature of Project	Affordable Group Housing Policy
4.	DTCP license no. and validity status	23 of 2016 dated 22.11.2016 valid till 13.10.2025
5.	Rera registered/ not registered	Registered (for Affordable Group Housing Policy) Vide no. 245 of 2017
6.	Building Plan Approval	16.12.2019
7.	Date of environment clearance	30.08.2019
8.	Unit No.	Flat No. A1-408, 4th Floor, Tower A1
9.	Unit area admeasuring	533.65 sq. ft. (carpet area) with 76.70 sq. ft. balcony area
10.	Date of Allotment letter	07.07.2020
11.	Date of Buyer's agreement	04.11.2020
12.	Possession clause in Affordable Housing Policy	1 (iv) <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</i>



		<i>commencement of project" for the purpose of the policy.</i>
13.	Due date of possession	16.12.2023 [Calculated from the date of building plan approval]
14.	Total Sale Consideration	Rs. 21,72,964/- (as mentioned in BBA at page 20 of complaint)
15.	Amount paid by complainant	Rs. 20,56,330/- (as mentioned in complaint) Rs. 14,49,034/- (as per the loan account statement on page 54 of complaint)
16.	Reminder's letter	08.07.2021 20.07.2021
17.	1 st Publication in "Vir Arjun" newspaper regarding default	04.08.2021
18.	2 nd Newspaper publication again issued in "Vir Arjun"	04.02.2022
19.	3 rd Publication regarding unit default	12.04.2022
20.	Final reminder issued; publication in "Vir Arjun"	14.07.2023
21.	Unit of Complainant cancelled and re-allotted to another allottee	Post 14.07.2023
22.	Letter sent to ICICI Bank for foreclosure of loan account	2023 - Respondent willing to refund bank loan post foreclosure.
23.	Occupation certificate	14.08.2024 (as per DTCP site)
24.	Offer of possession	NA

B. Facts of the complaint

3. The complainant has made the following submissions: -



- I. That the complainant is a respectful citizen. The complainant booked an apartment bearing no. 608, unit type b, 2bhk, admeasuring 580.54 sq.ft. and balcony area 100 sq. ft. situated at 6th floor tower-4 in Affordable Group Housing Colony namely "Pyramid Fusion Homes, Gurugram" in revenue estate of village Palra, Sector 70A, Gurugram Manesar, Urban Complex District, Gurugram along with one two-wheeler open parking site in project.
- II. That on the advertisement by "M/s MRG Infrabuild LLP the promoter, the applicant collected a copy of the performa application and applied flat in the affordable group housing project "The Meridian" located at Sector-89, Gurugram, Haryana .
- III. That the complainant approached to the respondent for booking of a flat in affordable Group Housing Project "The Meridian" , Sector- 89, Gurugram, Haryana and paid booking amount Rs 108648/- through cheques no. 000110 dated 07.03.2020.
- IV. That the complainant was allotted the flat no. A1-408, 4th Floor , Tower-A1 admeasuring carpet area 533.65 Sq.ft. and balcony area 76.70 Sq. ft. in "The Meridian", Sector- 89, Gurugram, Haryana through allotment letter dated 07.07.2020.
- V. That the respondent to dupe the complainant in their nefarious net even executed builder buyer agreement signed Between Mr Farooq Ahmad Najar and M/s MRG Infrabuild LLP on dated 04.11.2020 and BBA Reg. No2324., Just to create a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainants.

- VI. That the total cost of the said Flat is Rs 2172964/- and sum of Rs. 2056330/- have already been Paid by the complainant in time bound manner. That it is pertinent mentioned here that according to the payment proof the complainant paid a sum of Rs 2056330/- to the respondent and as per demand raised by respondent and paid amount is demanded by the respondent without doing appropriate work on the said project so after extracting 90% amount which is illegal and arbitrary.
- VII. That respondent was liable to hand over the possession of a said unit before 19.05.2021 so far from completion as per builder buyer agreement.
- VIII. That respondent was liable to hand over the possession of a said unit before 19.05.2021 so far from completion as per builder buyer agreement clause no 5.2 but builder not offer the physical legal possession till date because project is incomplete and not getting the occupation certificate till date.
- IX. That the builder in last 4 years, many time made false promises for possession of flat and current status of project still desolated and raw even not 40 % completed builder breach the trust and agreement. That as per section 19 (6) the Real Estate (Regulation and Development) Act, 2016 complainants have fulfilled his responsibility in regard to making the necessary payments in the manner and within the time specified in the said agreement. Therefore the complainants herein are not in breach of any of its terms of the agreement.



- X. That the builder was started construction work almost years back still respondent want to more year to complete the project that years long period make adverse effect on construction quality of project.
- XI. That the complainant has paid the above amount which comes to about 90% of the total price of the unit. But there seems to be no sign that construction of the unit would be completed and possession would be handed over soon, though the construction was required to be completed within 4 (four) years from the date of commencement of project.
- XII. Complainant has already availed the home loan which is causing an additional financial burden along with payment of monthly rental due to no possession of flat.
- XIII. That keeping in view the snail paced work at the construction site and half-hearted promises of the Respondent, the chances of getting physical possession of the assured unit in near future seems bleak and that the same is evident of the irresponsible and desultory attitude and conduct of the Respondent, consequently injuring the interest of the buyers including the Complainant who has spent his entire hard earned savings in order to buy this home and stands at a crossroads to nowhere. The inconsistent and lethargic manner, in which the Respondent conducted its business and their lack of commitment in completing the Project on time, has caused the Complainant great financial and emotional loss.
- XIV. That the applicants/allottees have made so many requests through email and also visited the site and office of the respondents but the respondent has neither completed the construction nor applied for



occupancy certificate as well as did not offer the possession of the flat though a period of more than 9 years is going to be passed.

- XV. Complainant wrote the mail again regarding current status of the project , occupation certificate and delay penalty charge physical possession and multiple issues but respondent not replying proper response to the above said query.
- XVI. That due to the malafide intentions of the respondent and non-delivery of the flat unit the complainant have accrued huge losses on account of the career plans of their family member and themselves and the future of the complainants and their family are rendered dark as the planning with which the complainant invested her hard earned monies have resulted in subzero results and borne thorns instead of bearing fare ruts.
- XVII. It is submitted that the cause of action to file the instant complaint has occurred within the jurisdiction of this Hon'ble Authority as the unit which is the subject matter of this complaint is situated in Sector-89, Gurugram, Haryana which is within the jurisdiction of this Authority.

C. Relief sought by the complainant

4. The complainant has sought following relief(s).
- a) Direct the respondent to deliver immediate physical possession of the unit A1-408 in a habitable condition along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.
 - b) Direct the respondent to pay delay interest on amount of Rs 20,56,330/- paid by complainant as per the prescribed rate of



interest from the promised date of possession till the actual delivery of possession after adjusting any overdue outstanding.

- c) Direct the responded not to cancel the allotment on account of non-payment of overdue outstanding until project is completed in all respect as agreed in the Builder Buyer Agreement (BBA), occupancy certificate is obtained and peaceful possession is offered to the complainant.
 - d) Direct the responded not to cancel the allotment because complainant already paid 95% amount of total sale consideration.
 - e) I request the Authority to direct the respondent to give the latest statement of account after adjustment of delay possession charge.
5. 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.

- i. That the present complaint, filed by the complainant, is bundle of lies and hence is liable to be dismissed. Further the complaint is also not maintainable as it doesn't disclose any cause of action for filing the complaint against the respondent.
- ii. That the present complaint is sheer abuse of the process of law and the same has been moved by the complainant without any cause of action and without any merits and substance as without well as without any justified and lawful grounds and reasonable probable cause.
- iii. That the assertions made by the petitioner are merely bald assertions without any substance. i say that every statement of the petitioner is



- blatant lies and material facts have been concealed by the petitioner in the present complaint.
- iv. That the present complaint has been filed by the petitioner on vague grounds and does not inspire credence and trust.
 - v. That the project being developed by the respondent under the name "The Meridian" is situated at Sector - 89, Gurugram, Haryana.
 - vi. That the complainant has concealed material facts with this hon'ble authority and has failed to make payments despite various reminders being sent by the answering respondent to the complainant.
 - vii. That the complainant has defaulted in making payment to the answering respondent and various letters dated 08.07.2021, 20.07.2021 , 06.08.2021, 05.02.2022, 17.06.2023, 14.06.2023 and 14.07.2023 have been duly sent and served upon the Complainant.
 - viii. That the publication in newspaper were also done in the widely circulated newspaper namely Vir Arjun on 14.07.2023, 04.02.2022, 12.04.2022 & 04.08.2021.
 - ix. That when the complainant did not come forward to make the payment of the demanded amount, the unit of the complainant stood cancelled.
 - x. That the unit allotted to the complainant has also been transferred to another allottee and the answering respondent is not liable to handover possession of the unit to the complainant since the unit stands cancelled. That the claim of the Complainant is frivolous and vexatious.
 - xi. That the answering respondent has also written a letter to the ICICI bank for foreclosure of the loan Account and as soon as the foreclosure of the account is done by ICICI Bank, the answering respondent shall return the loan amount of the ICICI Bank.

- xii. That the Building Approval for the project has been approved by the Chief Town Planner, Haryana cum Chairman Building Approval Committee vide Memo No. ZP-1134/AD(RA)/2019/30939 dated 16.12.2019.
- xiii. That the present Complaint of the Complainant be dismissed with exemplary costs on the Petitioner.
6. 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 submissions made by the parties.

E. Jurisdiction of the authority

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

9. 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.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to deliver immediate physical possession of the unit A1-408 in a habitable condition along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.

F.II Direct the respondent to pay delay interest on amount of Rs 20,56,330/- paid by complainant as per the prescribed rate of interest from the promised date of possession till the actual delivery of possession after adjusting any overdue outstanding.

F.III Direct the responded not to cancel the allotment on account of non-payment of overdue outstanding until project is completed in all respect as agreed in the Builder Buyer Agreement, occupancy certificate is obtained and peaceful possession is offered to the complainant.

F.IV Direct the responded not to cancel the allotment because complainant already paid 95% amount of total sale consideration.

F.V I request the Authority to direct the respondent to give the latest statement of account after adjustment of delay possession charge.



11. On 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 reliefs.
12. The complainant is seeking direction to restore the allotment of subject unit in his favour after declaring the cancellation null and void. However, in view of findings recorded by the Authority with regard to the objection regarding the delay in payments, no direction can be issued regarding restoration of allotment in his favour as the unit in question after its cancellation had already been after giving sufficient opportunities to make payments as per the payment plan.
13. Now, the question before the authority is whether this cancellation is valid or not. According to clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which produce as under:

"If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list".

14. It is to be noted that as per the schedule of collection of payment provided under section 5(iii)(b) of Affordable Group Housing Policy 2013, it is time linked payment plan instead of construction linked payment plan.
15. It is pertinent to note that under the Affordable Group Housing Policy, 2013, the schedule of collection of payment is time-linked, thereby

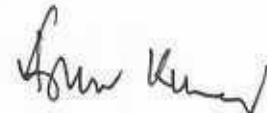
casting a strict obligation upon the allottee to adhere to the payment timelines agreed between the parties. In the present case, the respondent-promoter issued reminder letters dated 08.07.2021 and 20.07.2021 to the complainant. Thereafter, the respondent also published notices regarding default of payment in the regional Hindi newspaper "Vir Arjun" on 04.08.2021, 04.02.2022, 12.04.2022 and finally on 14.07.2023, thereby granting repeated opportunities to the complainant to clear the outstanding dues. Despite the same, the complainant failed to regularize the account. But there is nothing on the record to show that the respondent has refunded the balance amount after deduction of Rs.25,000/- as per the policy of 2013. Thus, the respondent is directed to refund the paid-up amount after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 along with prescribed rate of interest i.e., @10.85% per annum from the date of cancellation i.e., 14.07.2023 till the actual realization of the amount. The amount paid by the bank would be paid back first from the refundable amount and thereafter balance if any, shall be refunded to the complainant.

H. Directions of the Authority

16. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
 - i. The respondent/promoter is directed to refund the paid-up amount after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 along with prescribed rate of

- interest i.e., @10.70% per annum from the date of cancellation i.e., 14.07.2023 till the actual realization of the amount.
- ii. Out of total amount so assessed, the amount paid by the bank /payee be refunded in the account of bank and the balance amount along with interest will be refunded to the complainant.
 - iii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
17. Complaint stands disposed of.
18. File be consigned to registry.

Dated: 31.10.2025



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory
Authority, Gurugram

HARERA
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