

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

Date of decision : 17.10.2025

Name of the Builder		Sidhartha Buildhome Private Limited	
Project Name		"NCR One" at Sector 95, Gurugram, Haryana	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/2892/2024	Vikas Chaturvedi VS Sidhartha Buildhome Private Limited	Complainant in person (Complainant) None (Respondent)
2.	CR/3087/2024	Vikas Chaturvedi VS Sidhartha Buildhome Private Limited	Complainant in person (Complainant) None (Respondent)

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues arising in the present matters are similar in nature. The complainant(s) in the above-referred cases are allottees of the project

namely "NCR One" at Sector 95, Gurugram, Haryana being developed by the respondent-promoter, Sidhartha Buildhome Private Limited. The terms and conditions of the Builder Buyer Agreements executed between the parties are also substantially similar. The fulcrum of the dispute in both cases pertains to the failure of the respondent-promoter to deliver possession of the units within the stipulated time, for which the complainant(s) have sought refund along with interest.

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:

"NCR One" at Sector 95, Gurugram, Haryana						
Occupation certificate not received till date. <i>As per clause 11. Completion of Construction</i> <i>"11.1 The Developer based on its present plans and subject to all just exceptions, contemplates to complete the construction of said Apartment, within a period of 36 months from date of start of foundation of a particular tower in which apartment is located with a grace period of six(6) months, on receipt of sanction plans/revised plans and approvals of all the concerned authorities."</i>						
S r. N o	Complaint No./Date of filing/ Reply status	Unit no. and area	Allotment letter dated	Due date of possession	Total sale consider ation	Amount Paid up by the complainant
1	CR/2892/ 2024 Date of filling: 01.07.2024 Reply n ot recievd till date.	Ex-G1, Ground Floor tower no. Ex-1 Admeas uring 2230 sq. ft. super area	07.04.2012 BBA: 18.12.2014	18.12.2017	Rs. 74,08,300 /-	Rs. 17,49,879/-

		(Page no. 27 of complaint)				
2.	CR/3087/2024 Date of filling: 01.07.2024 Reply not received till date	Unit no. Ex-G2 Ground Floor Block/tower no. Ex-2 Admeasuring 2230 sq. ft. super area	07.04.2012 BBA: 18.12.2014	18.12.2017	Rs. 74,08,300/-	Rs. 17,49,879/-
Relief sought: Refund the amount along with interest.						

4. The aforesaid complaints were filed by the complainant 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 refund the amount along with interest.
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 both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3087/2024 titled as Vikas Chaturvedi VS. Sidhartha Buildhome Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua refund along with interest.

A. Unit and project related details

7. 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:

Sr. No.	Particulars	Details
1.	Name of the project	"NCR One" at Sector 95, Gurugram, Haryana
2.	Project area	10.712 acres
3.	Nature of the project	Residential Group Housing Colony
4.	DTCP license no. and validity status	64 of 2008 dated 19.03.2008 Valid up to 18.03.2025
5.	Name of licensee	Pashupati Buildwell Private Limited
6.	RERA Registered/ not registered	Not Registered
7.	Welcome Letter	07.04.2012
8.	Date of execution of BBA	18.12.2014 [Page 24 of the complaint]
9.	Unit no.	Unit no. Ex-G2, Ground Floor, Block/tower no. Ex-2 Admeasuring 2230 sq. ft. super area
10.	Possession clause	11. Completion of Construction "11.1 The Developer based on its present plans and subject to all just exceptions, contemplates to complete the construction of said Apartment, within a period of 36 months from date of start of foundation of a particular tower in which apartment is located with a grace period of six(6) months, on

		<i>receipt of sanction plans/revised plans and approvals of all the concerned authorities."</i> (Emphasis supplied) (As per BBA at page no. 34 of complaint)
11.	Due date of possession	18.12.2017 [calculated from the date of BBA]
12.	Total Sale Consideration	Rs. 74,08,300/- (As per Payment plan at page no. 45 of complaint)
13.	Amount paid by the complainants	Rs. 17,49,879/- (As per receipts at page no. 32 of complaint)
14.	Occupation certificate	Not Obtained
15.	Offer of Possession	Not offered
16.	Legal notice sent by complainant to respondent to refund the amount paid by them	09.08.2019

B. Facts of the complaint

8. The complainant has made the following submissions in the complaint:
- That the complainant booked a flat for residential purpose in the project of the Respondent namely the "NCR ONE" at Sector-95, Gurgaon, Haryana ("Project"). That based on the representations of the Respondent, the Complainant applied for the flat by virtue of which the Respondent allotted flat bearing No. EX -G2 Ground floor, in Block EX-2 having super area of 2,330 sq. ft. in the project of the Respondent Company.
 - That the Apartment Buyer's agreement was duly signed and executed by the Complainant and the Respondent Company on 18.12.2014. The same

was signed after much delay and follow up. That the Complainant has paid a total sum of Rs. 17,50,372/- for flat no EX-G2 against the total sale consideration of Rs. 74,08,300.00/- Excluding Tax towards the aforesaid flat. The aforesaid payments were made as and when demands were raised by the Respondent Company.

- c. That the Respondent has failed to deliver the possession after expiry of 42 months (36 months as promised with 6 months grace period) from the date of booking the apartment i.e. 29th March 2012 as well as Apartment Buyer's agreement. The Complainant has approached the Respondent several times, but it has failed to give concrete schedule. There has been no update on the website. The complainant learnt that the respondent company has cheated various customers in different projects. There is very slow progress at site and the project is lying abandoned.
- d. That to the knowledge of the complainant, the Respondent has even failed to get the project registered under the relevant provisions of the Real Estate Regulatory Authority Act (RERA) and is thus acting in complete disregard of law. The RERA Act clearly stipulates that every on-going project within a period of three months from the date of commencement of Act, needs to file an appropriate application for registration.
- e. To the knowledge of the complainant, the Respondent has even changed the design of No. EX-2-G2 Ground floor, in Block EX-2, Tower Plan also without my consent. This is not even informed in writing also. This has created mess in these independent floors and has lost my interest to go ahead for the said flats.
- f. The respondent issued fresh demand for entire remaining amount of the flats to complainant. The notice insists on payment despite the fact that no construction of the flats has been initiated.

g. Complainant sent email to the respondent protesting demands, seeking sanctioned plans of site to apply for home loan and seeking clarifications. Between 18.02.2024 to 04.06.2024 complainant/ his representative did correspondence with respondent over phone, email, zoom calls, SMS and WhatsApp where we were given to understand that the construction cannot pursue due to alteration in Executive floor layout plan and the same is submitted for revision with the authorities. A zoom meeting was held between NCR homebuyers and Mr Siddharth Chauhan on 03.04.2024 at 9pm where the respondent agreed to issue refund / swap flat with another flat and agreed to meet on 08.04.2024 with the complainant. The respondent postponed the meeting to 10.04.2024. Again on 10.04.2024 he was not in the office and made the complainant representative meet Mr S. Kumar from Accounts/ Finance. But in spite of our fervent follow up with the respondent, the respondent kept postponing meeting complainant or giving excuses for not meeting the complainant.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
- a. Direct the Respondent to refund a sum of 17,50,372/- along-with interest.
 - b. Direct the Respondent to pay a sum of Rs. 10 lacs to the Complainant for making false and incorrect representations and for undue hardship and injury, both physical and mental, caused to due to the acts of omissions and commissions on the part of the Respondent;
 - c. Direct the Respondents to pay a sum of Rs.1,00,000/- to the Complainant towards the cost of the litigation.

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.
 11. The present complaint was filed on 01.07.2024 and was registered as Complaint No. 3087 of 2024. Notice of the complaint was issued to the respondent through e-mail at **info@sidharthagroup.com**, which was duly served on 02.07.2024. Notice sent to the respondent through postal mode was also duly served. As per the record of the Registry, the complainant dispatched a copy of the complaint along with annexures to the respondent via Speed Post as well as through e-mail, and the tracking report in support thereof was filed along with the complaint. Despite due service of notice, although counsel for the respondent, Sh. Aman Singh, appeared before this Authority, no written statement/reply was filed on behalf of the respondent despite several opportunities granted for the same.
 12. In view of the above, vide order dated 17.10.2025, the respondent was proceeded against ex parte. The matter is, therefore, being decided on the basis of the facts and documents placed on record by the complainant, which remain unrebutted and uncontroverted.
 13. Copies of all the relevant documents have been filed and placed on 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.
- D. Jurisdiction of the Authority**
14. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction
 15. 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.

D.II Subject-matter jurisdiction

16. 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.

17. 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 complainants at a later stage.

E. Findings on the relief sought by the complainant.

- i. Direct the Respondent to refund a sum of 17,50,372/- along-with interest.
- ii. Direct the Respondent to pay a sum of Rs. 10 lacs to the Complainant for making false and incorrect representations and for undue hardship and

injury, both physical and mental, caused to due to the acts of omissions and commissions on the part of the Respondent;

iii. Direct the Respondents to pay a sum of Rs.1,00,000/- to the Complainant towards the cost of the litigation.

18. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by it in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference.

"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.-

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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."

19. The Complainant was allotted Unit No. Ex-G2, Ground Floor, Block/Tower No. Ex-2, admeasuring 2230 sq. ft. (super area), in the project titled "NCR One" situated at Sector 95, Gurugram, developed by the Respondent/Builder, for a total sale consideration of ₹74,08,300/-. Against the said total sale consideration, the Complainant has paid a sum of ₹17,49,879/-, which constitutes approximately 23.62% of the total sale consideration.

20. A Buyer's Agreement dated 18.12.2014 was executed between the parties with respect to the aforesaid unit. As per the terms and conditions of the said

Agreement, the stipulated date for completion of construction was 18.12.2017. However, the Respondent has failed to obtain the Occupation Certificate (OC) from the competent authority till date and has also failed to offer possession of the said unit to the Complainant.

21. Aggrieved by the inordinate delay and failure on the part of the Respondent to hand over possession within the stipulated period, the Complainant has filed the present complaint seeking directions against the Respondent to refund the amount of ₹17,49,879/- paid by the Complainant, along with appropriate reliefs as deemed fit and proper.
22. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid by him along with interest prescribed rate of interest. However, the allottee intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided 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.*
23. 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.
24. 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., 17.10.2025

is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

25. 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;"*

26. It is pertinent to mention over here that even after a passage of more than 8 years (i.e., from the date of BBA till date) neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. It is also to mention that complainant has paid almost 24% of total consideration. In view of the above-mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016.

27. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondents /promoter. The authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted unit and for which he

has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***

"... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."

28. Further, the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra) reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022. observed as under: -

"25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

29. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as he wishes to withdraw from the project,

without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

30. Accordingly, the Authority hereby directs the respondent/promoter to refund the amount of ₹17,49,879/- received by it, along with applicable interest at the rate of 10.85% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of each payment till its actual realization within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

F. Direct the Respondent to pay a sum of Rs. 10 lacs to the Complainant for making false and incorrect representations and for undue hardship and injury, both physical and mental, caused to due to the acts of omissions and commissions on the part of the Respondent;

31. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021)*, has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

G. Directions of the Authority

32. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations

casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

- i. The respondent/promoter is directed to refund the amount of Rs.17,49,879/- received by it, along with applicable interest at the rate of 10.85% as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of each payment till its actual realization within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.
 - ii. 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.
 - iii. The respondent is further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainants.
33. This decision shall *mutatis mutandis* apply to cases mentioned in para 3 of this order wherein details of paid-up amount is mentioned in each of the complaints.
34. Complaint stands disposed of.
35. File be consigned to registry.



(Arun Kumar)
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.10.2025