



Complaint Nos. 1000, 1002-1020,
1022-1025, 757, 997-999 of 2024

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Lead Complaint No.:	1000 of 2024
Date of Filing of Lead Case:	23.08.2024
First Date of Hearing of Lead Case:	15.10.2024
Date of Decision in All Cases:	10.04.2026

S.No	Case No.	Complainant	Respondent
1.	RERA-PKL-1000-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
2.	RERA-PKL-1002-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
3.	RERA-PKL-1003-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001

4.	RERA-PKL-1004-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
5.	RERA-PKL-1005-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
6.	RERA-PKL-1006-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
7.	RERA-PKL-1007-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
8.	RERA-PKL-1008-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
9.	RERA-PKL-1009-2024	PRB Hardcast Steel and Ingots Private Limited	MG Housing Private Limited

		Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
10.	RERA-PKL-1010-2024	PRB Hardecast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
11.	RERA-PKL-1011-2024	PRB Hardecast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
12.	RERA-PKL-1012-2024	PRB Hardecast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
13.	RERA-PKL-1013-2024	PRB Hardecast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
14.	RERA-PKL-1014-2024	PRB Hardecast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001

15.	RERA-PKL-1015-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
16.	RERA-PKL-1016-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
17.	RERA-PKL-1017-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
18.	RERA-PKL-1018-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
19.	RERA-PKL-1019-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
20.	RERA-PKL-1020-2024	PRB Hardcast Steel and Ingots Private Limited	MG Housing Private Limited

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		Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
21.	RERA-PKL-1022-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
22.	RERA-PKL-1023-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
23.	RERA-PKL-1024-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
24.	RERA-PKL-1025-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
25.	RERA-PKL-757-2024	PRB Harcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001

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26.	RERA-PKL-997-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
27.	RERA-PKL-998-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001
28.	RERA-PKL-999-2024	PRB Hardcast Steel and Ingots Private Limited Plot No. 5, 3rd Floor, Ring Road, Lajpat Nagar-IV, New Delhi	MG Housing Private Limited 12th Floor, Himalaya House, Kasturba Gandhi Marg, New Delhi-110001

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CORAM:

Sh. Chander Shekhar

Member

Hearing:

6th (in all Complaint Nos. mentioned at S. Nos. 1-24, 26-28)
7th (in Complaint No. mentioned at S.No. 25)

Present: -

Mr. Himanshu Arora, Adv. for the Complainants in all Complaints through VC.
Respondent already ex-parte vide order dated 05.12.2025 in all Complaints.

ORDER

The above captioned complaints are being taken up together as they all have similar issues and are related to the same project of the respondent. Therefore, the final order is being passed by taking facts of Complaint No. 1000 of 2024 as the lead complaint.

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

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, details of sale consideration, amount paid by the complainant in Complaint No.1000 of 2024, date of proposed handing over the possession, delay period, if any, have been detailed in the

Ch following table:

S.No.	Particulars	Details
1.	Name of the Project	Anandam Estate, Village Garhi Alawalpur & Malpura, Sector 19 and 24, Dharuhera, District-Rewari

2.	Nature of the Project	Residential
3.	RERA Registered/Not Registered	Unregistered (as per proforma-B)
4.	Details of the Unit	Plot No. B-64 in Block B, approx. measuring 150 sq. yards
5.	Date of Allotment	23.07.2021
6.	Date of Builder Buyer Agreement	26.07.2021
7.	Due Date of Possession	31.03.2022 as mentioned in the pleadings <i>"Clause 36. The Developer undertakes to complete the development work of the said Township latest by 31-March-2022, and obtain the occupancy certificate and on receipt of the same will offer the possession of the Plot to the Buyer."</i>
8.	Total Sale Consideration	₹15,00,000/-
9.	Amount Paid by the Complainant	₹7,15,000/-
10.	Offer of Possession	None

Csh B. **FACTS OF THE LEAD COMPLAINT CASE AS MENTIONED IN THE COMPLAINT**

4. Facts of the lead complaint are that the complainant was approached by the respondent and being lured by the promise of timely delivery,

high quality construction, world class amenities, the complainant agreed to purchase plot in the project namely 'Anandam Estate' situated in the revenue estate of Village Garhi, Alawalpur and Malpura, Sector 19 and 24, Dharuhera, District-Rewari.

5. The complainant stated that the present complaint pertains to Plot No. B-64 in Block B of the project, approximately measuring 150 sq. yards for a Total Sale Consideration of ₹15,00,000/-. The complainant stated that agreeing to the request of the respondent, it paid a sum of ₹7,15,000/- to the respondent which is approximately 50% of the total payable amount. The complainant stated that no further payment demands were raised by the respondent.

6. The complainant also mentioned that it had purchased a total of 28 plots in the said township project being promoted by the respondent for a total sale consideration of ₹4,20,00,000/- for 28 plots, out of which it had paid a total amount of approximately ₹2,00,20,000/- for all 28 plots.

7. The complainant stated that on 23.07.2021, an allotment letter was issued to the complainant for plot no. B-64. A copy of the Allotment letter dated 23.07.2021 is annexed as Annexure C-2. Further, on 26.07.2021, the complainant and the respondent entered into a registered Agreement for sale for the said plot. The said registered agreement was handed over to the complainant along with a letter dated 24.08.2021 (incorrectly stated in the complaint as 21.08.2021). A copy of the Agreement for sale dated 26.07.2021 is annexed as

Annexure C-3. A copy of the letter dated 24.08.2021 is annexed as Annexure C-4.

8. The complainant stated that Clause 36 of the Agreement for sale provides for possession to be handed over on 31.03.2022. The said clause stated as under:

36. The Developer undertakes to complete the development work of the said Township latest by 31-Mar-2022, and obtain the occupancy certificate and on receipt of the same will offer the possession of the Plot to the Buyer.

9. The complainant stated that the respondent had not carried out development in terms of the promises made to the complainant and when the complainant approached the respondent, the complainant was assured that the construction of the township would be made and possession would be handed over with appropriate delay compensation as per RERA Act, 2016.


10. The complainant stated that despite payment of ₹7,15,000/- and lapse of more than two years from the date of possession, i.e. 31.03.2022, the respondent company has not been able to offer valid physical possession to the complainant. On 27.02.2024, the complainant was constrained to issue a legal notice to the respondent and the land-owners calling upon the respondent and the land owners to enter into duly registered sale deed with the complainant. A copy of the legal notice dated 27.02.2024 along with the proof of delivery is annexed as Annexure C-5.

11. The complainant stated that the RERA registration of the project expired on 30.09.2022 and a suo-moto proceedings bearing No. RERA-PKL-1837-2022 was initiated by this Authority against the respondent. The current status of RERA Registration is annexed as Annexure C-6.

12. The complainant stated that the conduct of non-delivery of plot by respondent company even after lapse of the due date shows that the respondent did not intend to fulfil contractual obligations entered with the complainant. The respondent has withheld the hard-earned money of the complainant for their benefit and has used the money for their own purpose and did not invest the money in the completion of the project for which the complainant was duped to pay. The respondent has adopted unfair trade practice in conducting its business and this clearly reflects that aforesaid acts on the part of the respondent are arbitrary, illegal and mala fide.

C. RELIEF SOUGHT


13. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

-  i. To direct the respondent to deliver possession of the plot bearing no. B-64 situated at 'Anandam Estate' situated in the revenue estate of Village Garhi Alawalpur and Malpura, Sector 19 and 24, Dharuhera, District Rewari, Haryana being promoted by the respondent;

- ii. To direct the respondent to pay the delay possession charges as provided for under Section 18 of the Real Estate (Regulation and Development) Act, 2016;
- iii. To direct the respondent to pay ₹5,00,000/- as compensation to the complainant on account of unfair trade practice;
- iv. To direct the respondent to pay ₹5,00,000/- on account of Litigation expenses;
- v. Grant any other relief as this Hon'ble Authority deems fit in the peculiar facts and circumstances of the present complaint.

14. Despite successful service of notice, reply has not been filed by the respondent till date. Since the respondent has failed to file reply even after four hearings, the Authority on 05.12.2025 was constrained to strike off the defense and the case was ordered to be proceeded ex-parte against the respondent.

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

15. During the course of arguments, learned counsel for the complainant reiterated the arguments as were submitted in complaint and pressed upon possession of the plot alongwith delayed interest. He requested  the Authority to direct the respondent to execute and register the conveyance deeds in favour of the complainant for all 28 units and also to pay interest for the delay in handing over possession of the said units calculated from the due

date of possession i.e. 31.03.2022 until the date of valid possession at the prescribed rate of SBI MCLR+ 2%.

16. The complainant further submitted bank statements as proof of payment. The bank statements are annexed as Annexure A-1 along with the application dated 18.03.2026 and the same are taken on record. The complainant also stated that with regards to the payment made by the complainant towards respective plots, an admission of the amount paid by the complainant is corroborated by the Agreement for sale in each case. The complainant stated that Clause 13 of the Agreement for sale, categorically mentioned acceptance of payment of ₹7,15,000/- for respective plots by the complainant, the details of which are given below in table:

S.No.	Plot No.	Amount Received	Agreement registered on
1.	B-19	₹7,15,000/-	26.07.2021
2.	B-25	₹7,15,000/-	26.07.2021
3.	B-28	₹7,15,000/-	26.07.2021
4.	B-29	₹7,15,000/-	26.07.2021
5.	B-30	₹7,15,000/-	26.07.2021
6.	B-31	₹7,15,000/-	26.07.2021
7.	B-32	₹7,15,000/-	26.07.2021
8.	B-33	₹7,15,000/-	26.07.2021
9.	B-34	₹7,15,000/-	26.07.2021
10.	B-35	₹7,15,000/-	26.07.2021
11.	B-36	₹7,15,000/-	26.07.2021

12.	B-37	₹7,15,000/-	26.07.2021
13.	B-59	₹7,15,000/-	26.07.2021
14.	B-60	₹7,15,000/-	26.07.2021
15.	B-61	₹7,15,000/-	26.07.2021
16.	B-62	₹7,15,000/-	26.07.2021
17.	B-63	₹7,15,000/-	26.07.2021
18.	B-64	₹7,15,000/-	26.07.2021
19.	B-65	₹7,15,000/-	26.07.2021
20.	B-70	₹7,15,000/-	26.07.2021
21.	B-71	₹7,15,000/-	26.07.2021
22.	B-72	₹7,15,000/-	26.07.2021
23.	B-73	₹7,15,000/-	26.07.2021
24.	B-74	₹7,15,000/-	26.07.2021
25.	B-75	₹7,15,000/-	26.07.2021
26.	B-76	₹7,15,000/-	26.07.2021
27.	B-77	₹7,15,000/-	26.07.2021
28.	B-78	₹7,15,000/-	26.07.2021
	Total 28 plots	Total amount paid: ₹2,00,20,000/-	

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Letter dated 24.08.2021 attached as Annexure C-4 in the lead complaint also confirms the same.

17. The complainant also stated in the application dated 18.03.2026 that there is not only the breach of the contractual terms but the respondent is also liable under Section 11(4)(a), 11(4)(b), 11(4)(f), 17 and 18(1) of the Real

Estate (Regulation and Development) Act, 2016. The complainant's demand for interest on paid amount due to delay in handing over the possession is fully supported by Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, recently upheld by this Hon'ble Authority in the *Pinki vs. MG Housing Complaint No. 2802 of 2023*.

18. The complainant stated that the Hon'ble Supreme court in *Newtech Promoters & Developers (P) Ltd. v. State of U.P., (2021) 18 SCC 1* has squarely settled the law regarding an allottee's right to seek interest for delayed possession under Section 18(1) of the Act and has held such right to be unconditional and absolute. The relevant part of the judgment is reproduced hereunder:

"24. 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/homebuyer; 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."

19. The complainant stated that with regards to the immediate registration of conveyance deed, this Hon'ble Authority in *Mrs. Parveen*

Sharma vs TDI Infrastructure Ltd. in Complaint No. 1137 of 2021 held that the execution of the Conveyance Deed is a standalone right and the same cannot be linked with completion of project. The relevant part of the judgment dated 23.11.2021 is reproduced hereunder:

"6. The Authority, therefore, is of the considered view that conveyance deeds must be executed immediately in favour of the complainants and other similarly placed allottees. Further, if there are any dues outstanding towards allottees/flat buyers of the project the respondent is entitled to recover the same in ordinary course of law of the land. They may approach any appropriate forum or adopt any lawful means for recovery of lawful dues. Further, regarding execution of agreement with the maintenance agency, action must be taken as per terms of builder buyer agreement and law of the land. The Authority would observe that after such a long period of time the project should have been handed over to Association of Allottees who in turn should be free to appoint any maintenance agency for maintenance of the project. The Authority without making any specific remarks on the subject of execution of agreements with maintenance agency would observe that it cannot be made a pre-condition for execution of conveyance deeds. Conveyance deed is a separate and standalone right which had crystalized in favour of the complainants many years ago and the same cannot be denied at this late stage"

20. The complainant also stated that *Complaint No. 2395 of 2023*, namely *Vandana Agarwal vs. M/s Ramprastha Estates Pvt. Ltd.* decided on 22.08.2024 by this Authority wherein it was held that the interest for delay in transfer of possession to allottee is squarely covered under Section 18(1) of the 2016 Act read with Rule 15 of the Haryana RERA Rules 2017. The relevant part of the judgment dated 22.08.2024 has been reproduced hereunder for the kind perusal:

“28. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @11.10% p.a. w.e.f. 15.08.2016 till offer of possession plus two months or actual handing over of possession after obtaining completion certificate from competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

21. The complainant also stated that *Complaint No. 6767 of 2022* namely *Arun Jain & ors vs. M/s Emaar India Ltd.*, decided on 31.05.2024 by this Authority wherein it was held that non-compliance with Section 11(4)(a) read with section 18(1) of the Act attracts liability of promoter to pay interest under Rule 15 of the Haryana RERA Rules 2017. The relevant part of the judgment dated 31.05.2024 has been reproduced hereunder:

“61. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delayed possession at prescribed rate of interest i.e., 10.85% p.a., w.e.f 14.06.2016 till 12.02.2019 as per provisions of section 18(1) of the Act read with Rule 15 of the rules.”

E. ISSUES FOR ADJUDICATION

22. Whether the complainant is entitled to possession of the plot in question alongwith delay interest in terms of Section 18 of Act of 2016?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23. The Authority has carefully considered the submissions made by both the parties. In light of the background of the matter as recorded in this

order and the arguments advanced by the complainant, the Authority observes
as follows:

(i) Admittedly, the complainant was allotted Plot No. B-64
(alongwith 27 plots) in Block B of the project vide allotment letter
dated 23.07.2021, the details of which are given below in table:

S.No.	Plot No.	Amount Received	Agreement registered on
1.	B-19	₹7,15,000/-	26.07.2021
2.	B-25	₹7,15,000/-	26.07.2021
3.	B-28	₹7,15,000/-	26.07.2021
4.	B-29	₹7,15,000/-	26.07.2021
5.	B-30	₹7,15,000/-	26.07.2021
6.	B-31	₹7,15,000/-	26.07.2021
7.	B-32	₹7,15,000/-	26.07.2021
8.	B-33	₹7,15,000/-	26.07.2021
9.	B-34	₹7,15,000/-	26.07.2021
10.	B-35	₹7,15,000/-	26.07.2021
11.	B-36	₹7,15,000/-	26.07.2021
12.	B-37	₹7,15,000/-	26.07.2021
13.	B-59	₹7,15,000/-	26.07.2021
14.	B-60	₹7,15,000/-	26.07.2021
15.	B-61	₹7,15,000/-	26.07.2021
16.	B-62	₹7,15,000/-	26.07.2021
17.	B-63	₹7,15,000/-	26.07.2021

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18.	B-64	₹7,15,000/-	26.07.2021
19.	B-65	₹7,15,000/-	26.07.2021
20.	B-70	₹7,15,000/-	26.07.2021
21.	B-71	₹7,15,000/-	26.07.2021
22.	B-72	₹7,15,000/-	26.07.2021
23.	B-73	₹7,15,000/-	26.07.2021
24.	B-74	₹7,15,000/-	26.07.2021
25.	B-75	₹7,15,000/-	26.07.2021
26.	B-76	₹7,15,000/-	26.07.2021
27.	B-77	₹7,15,000/-	26.07.2021
28.	B-78	₹7,15,000/-	26.07.2021

Subsequently the complainant entered into an Agreement for Sale on 26.07.2021 with the respondent. As per Clause 36 of the Agreement for Sale, the respondent undertook to complete the development work of the plots on or before 31.03.2022.

(ii) It is further evident from the material available on record that the complainant has paid an amount of ₹7,15,000/- for each plot, which is duly corroborated by the Agreement for Sale as well as letter dated 24.08.2021 filed by the complainant. The respondent has neither disputed the said payment nor raised any further demand.

(iii) Clause 36 of the Agreement for sale states that *'the developer undertakes to complete the development work of the said*

Township latest by 31-March-2022, and obtain the occupancy certificate and on receipt of the same will offer the possession of the plot to the Buyer.' The Authority observes that the date of completion of development works of the project cannot be considered due date of possession in the present case. There is also nothing on record to show that the project has been completed or that any occupancy/completion certificate has been obtained from the competent authority.

The Agreement for sale was executed on 26.07.2021 and there is no clause pertaining to the deemed date of possession in the agreement. In absence of a specific clause of deemed date of possession in the Agreement for sale, it cannot rightly be ascertained as to when the possession of said unit 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 Agreement for sale was executed on 26.07.2021

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between the parties. Accordingly, taking a period of three years from the date of Agreement for sale 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 26.07.2024. In the present situation, the respondent has failed to honour its contractual obligations without any reasonable justification.

(iv) The Authority observes that the respondent cannot take advantage of its own wrong by retaining the hard-earned money of the complainant without completing the project or offering possession. The respondent failed to honour its contractual obligations to deliver possession within the stipulated time.

(v) In view of the above, the Authority is of the considered opinion that there is a clear violation of the provisions of Section 11(4)(a) and Section 18(1) of the Real Estate (Regulation and Development) Act, 2016. In the present case, the complainant has opted to seek possession along with delay interest. Accordingly, the Authority holds that the complainant is entitled to possession of the plot, subject to completion of the project and obtaining necessary approvals from the competent authority. Section 18 (1) proviso reads as under :-

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“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”.

(vi) Further, for the delay in handing over possession beyond the due date i.e. 26.07.2024, the complainant is entitled to delay interest at the prescribed rate under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.

(vii) With respect to the respondent's failure to file a reply, it is observed that notice was delivered on 02.09.2024 and it is currently the 6th hearing in the present lead case. The respondent was granted sufficient opportunity to file its reply within the stipulated time. Costs of ₹5,000/- payable to the Authority and ₹2,000/- payable to the complainant were imposed on 18.03.2025 and subsequently on 05.08.2025, additional costs of ₹10,000/- (Total ₹15,000/-) payable to the Authority and ₹5,000/- (Total ₹7,000/-) payable to the complainant were imposed. The said costs were imposed only after the respondent failed to file the reply despite being granted due opportunity. Further, even assuming that the respondent was unable to file the reply and pay the costs, it had the opportunity to appear before the Authority and advance oral

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arguments in exercise of its right of defence. However, the respondent failed to appear at the time of arguments as well. The respondent thus neither availed the opportunity to file its reply nor appeared to advance arguments or seek any appropriate relief. The continued omission to file the reply, despite repeated opportunities, clearly reflects negligence and lack of diligence rather than any bona fide impossibility. The respondent consciously chose not to file the reply within time or participate in the proceedings. Accordingly, the defence of the respondent was struck off vide order dated 05.12.2025.

24. The Authority concludes that the complainant is entitled for delay interest from the deemed date of possession i.e. 26.07.2024 up to the date on which a valid offer of possession is given to the complainant after receipt of completion/occupation certificate. As per Section 18 of RERA Act, 2016 interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) 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:

25. 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 (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”

26. Consequently, as per website of the State Bank of India i.e. <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date of order i.e. 10.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR+2% i.e. 10.80%.

27. Hence, the Authority directs the respondent 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 lending rate (MCLR)+2% which as on date works out to 10.80% (8.80%+2.00%) from the due date of possession i.e. 26.07.2024 till the date of a valid offer of possession after receipt of occupation/completion certificate.

28. The Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order i.e. 10.04.2026 at the rate of 10.80% p.a. as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 10.04.2026
1.	₹7,15,000/-	26.07.2024	₹1,32,014/-
	Monthly interest		₹6,347 /-

29. The complainant has also sought compensation on account of harassment, mental agony, undue hardship and litigation costs. In this regard, it is observed that the Hon'ble Supreme Court of India in *Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. 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 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainant is, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

G. DIRECTIONS OF THE AUTHORITY

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

(i) Respondents are directed to pay upfront delay interest of ₹1,32,014/- to each complainant towards delay already caused in handing over the valid and legal possession of the 28 plots within 90 days from the date of this order. Further, on the entire paid amount of ₹7,15,000/- for each plot, monthly interest of ₹6,347/- shall be payable by the respondents to each complainant up to the date of actual handing over of the possession of plots after obtaining occupation/completion certificate. Respondents are further directed to get conveyance deeds executed in favour of each complainant within 90 days of a valid offer of possession being made to them.

(ii) Respondents are also directed to pay a cost of ₹15,000/- to the Authority and ₹7,000/- to the complainant, in each complaint.

(iii) Complainants will remain liable to pay balance consideration amount, if any, remains recoverable towards total sale

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consideration of the plots, to the respondents at the time of possession offered to them.

(iv) The rate of interest chargeable from the allottees/complainants by the promoter/respondents, in case of default shall be charged at the prescribed rate i.e. 10.80% by the respondents/promoters which is the same rate of interest which the promoters/respondents shall be liable to pay to the allottees/complainants.

31. Accordingly, the cases are **Disposed of**. Files be consigned to the record room after uploading of order on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]

10.04.2026
Monika
(Law Associate)