

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 798 of 2022

Date of Decision: February 04, 2026

M/s Alpha Corp. Development Private Limited, Golf View Corporate Towers, 6th Floor, Tower A, Golf Course Road, Sector 42, Gurugram-122002

Appellant

Versus

(i) Shweta Baweja

(ii) Amit Baweja

House No. 36, Mela Ram School Market, Near Sector 12 Petrol Pump, Karnal, Haryana-132001

Respondents

CORAM:

Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan

Chairman
Member (Judicial)
Member (Technical)

Present : Mr. Bahul Bunger, Advocate for the appellant.

Mr. Mohd. Sartaj Khan, Advocate with
Mr. Akshat Mittal and Ms. Anchal, Advocates
for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN

Challenge in the present appeal is to order dated 04.08.2022, passed by the Authority¹. Operative part thereof reads as under:

“5. Next issue involved in this case is whether said offer of possession be treated as a valid offer or not. Authority is of considered view that respondent had applied for grant of part completion certificate on

¹ Haryana Real Estate Regulatory Authority, Panchkula

23.01.2014 but the same was granted on 19.04.2018, annexed as annexure R8 of the Reply. Therefore, offer made by the respondent on 11.05.2016 was not a valid offer as it was made without obtaining part completion certificate. Therefore, complainant is entitled to delay interest from the deemed date of possession i.e. 19.02.2014 to the dated of obtaining of part completion certificate i.e. 19.04.2018. The delay interest payable by respondent is calculated by Accounts Department of the Authority which works out to Rs.13,74,379/- after deduction of amount of Rs.4,50,000/- payable towards EDC/IDC from total paid amount of Rs.40,32,258/-. Delay interest is calculated after deducting EDC/IDC charges and Service tax from the total paid amount/receipts. The amount of such taxes are not payable to the builder and are rather required to passed on by the builder to the concerned revenue department/authorities. If a builder does not pass on this amount to the concerned department the interest thereon becomes payable only to the department concerned and the builder for such default of non-passing of amount to the concerned department will himself be liable to bear the burden of interest.

6. Respondent is directed to issue a fresh offer of possession along with latest statement of account as per direction given in this order. Further, he is directed to pay delay interest as per Rule 15 of HREERA,2017 within prescribed period of 90 days.

*7. Case is **disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.”*

2. It appears that a project in the name and style of ‘Alpha International City’, Phase II was floated by the appellant-promoter in Sector 28A-29, Karnal. Plot Buyer’s Agreement was executed between the parties on 19.10.2011. Due date of

Appeal No. 798 of 2022

possession as determined by the Authority was 19.02.2014. Basic sale price of the plot was Rs.42,75,000/-, out of which the respondent-allottees remitted an amount of Rs.40,32,258/- . As there was inordinate delay in handing over the possession, the respondent-allottees filed the complaint before the Authority seeking Delay Possession Charges.

3. Stand of the appellant-promoter is that service plan and estimates were approved by DTCP on 13.02.2013. Part completion was applied on 23.01.2014, which was received by the appellant-promoter on 19.04.2018. Thereafter, offer of possession was made to the respondent-allottees on 30.12.2015 along with demand of Rs.12,69,612/-, which they failed to pay.

4. After hearing rival contentions of both parties, the Authority issued the directions contained in opening paragraph of the judgment.

5. We have heard learned counsel for the parties and given careful thought to the facts of the case.

6. Counsel for the appellant-promoter argued that due date of possession has wrongly been determined by the Authority. It ought to have been taken as 28 months from the date of approvals of Service plan, instead of 28 months calculated from the date of agreement executed between the parties. In that case, the due date of possession would be 13.06.2015

7. There is substance in the plea of the appellant-promoter. A perusal of the relevant clause of the agreement shows that the Authority has wrongly determined the due date

of possession. Said clause is reproduced hereunder for ready reference:

“10. **Possession of Plots (s)**

*10.1 The Owners/Company shall complete the development works in the project within 28 (Twenty Eight) months **from the date of commencement of development works and shall thereafter apply for grant of necessary statutory completion approvals from the concerned authorities.** Upon grant of such approvals, the Owners/Company shall offer possession of the said plot in writing to the Allottee(s). The Owners/Company shall hand over the possession of Plot to the Allottee(s), **subject to the condition that the Allottee(s) has/have already paid all the outstanding/due amount of instalment**, other charges including interest and deposits, if any, and is/are not in default under any of the terms of allotment and has/have complied with all provisions, formalities, documentation, etc. as may be prescribed by the Owners/Company in this regard.”*

8. A perusal of the aforesaid clause shows that period of 28 months has to be computed from 13.02.2013 when service plan was approved. Calculated in this manner, due date of possession would come to 13.06.2015. Thus, the finding of the Authority is modified to the extent that due date of possession would be 13.06.2015 instead of 19.02.2014.

9. In view of the above, the appeal is partly allowed. The respondent-allottees would be entitled to delay possession charges from 13.06.2015 to 19.04.2018, i.e., obtaining of part completion certificate.

10. The amount of pre-deposit made by the promoter, along with interest accrued thereon, be remitted to the

Appeal No. 798 of 2022

Authority for disbursement to the parties according to their entitlement, subject to tax liability, if any.

11. Copy of this order be sent to the parties/their counsel and the Authority.

12. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

February 04,2026
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