

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

Date of order: 22.05.2026

NAME OF THE BUILDER		M/s MRG INFRABUILD PRIVATE LIMITED	
PROJECT NAME		"The Meridian" Sector, 89 Gurgaon	
S. No.	Case No.	Case title	Appearance
1.	CR/4439/2025	Kritika Goyal VS M/s MRG Infrabuild Private Limited	Shri Kansih Bangia (Advocate for complainant) Shri MK Dang (Advocate for Respondent)
2.	CR/5694/2025	Alerasul VS M/s MRG Infrabuild Private Limited	Shri Kansih Bangia (Advocate for complainant) Shri MK Dang (Advocate for Respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of the aforesaid complaints titled 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 emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, **"The Meridian" Sector, 89 Gurgaon** being developed by the same respondent/promoter i.e., M/s MRG Infrabuild Private Limited. The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	The Meridian" Sector, 89 Gurgaon
Project area	5.51875 acres
DTCP License No. and validity	23 of 2016 dated 22.11.2016 Valid up to 22.11.2021
HRERA Registered	Registered Vide 245 of 2017 dated 26.09.2017 Valid up to 25.09.2021
Possession Clause	5.2 Possession <i>.....the Developer shall offer possession of the said flat to the allottees within a period of 4 (four) years from the date of building plans or grant of environment clearance, whichever is later.</i> (Emphasis Supplied)
Date of Building Plan	16.12.2019
Date of Environment Clearance	30.08.2019
Due date of possession	16.06.2024 (Calculated from the date of building plan being later including grace period of 6 months in lieu of Covid-19)



Occupation certificate

13.04.2026

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Consideration / Total Amount paid by the complainant	Sale Offer of possession
1.	CR/4439/2025 Kritika Goyal Vs. M/s MRG Infrabuild Private Limited DOF: 22.08.2025 Reply: 06.03.2026	A2-1304, Tower A2, 13 th floor (page 37 of complaint) Carpet area- 541.49 sq. ft. Balcony area- 60.11 sq. ft.	10.12.2020	TSC- Rs.21,96,009/- (page 43 of complaint) AP- Rs.22,17,977/- (page 70 of complaint)	14.05.2026
2.	CR/5694/2025 Alerasul Vs. M/s MRG Infrabuild Private Limited DOF: 21.11.2025 Reply: 10.04.2026	06, Tower A2, 7 th floor (page 36 of complaint) Carpet area- 625.695 sq. ft. Balcony Area - 94.550 sq. ft.	13.01.2020	TSC- Rs.25,50,055/- (page 42 of complaint) AP- Rs.25,75,561/- (page 69 of complaint)	14.05.2026

The complainants in the above complaints have sought the following reliefs:

1. Direct the respondent to handover the possession.
2. Direct the respondent to pay the interest on the total amount paid by the complainant.
3. Direct the respondent not to charge anything which is not the part of payment plan.
4. Direct the respondent not to cancel the allotment of the complainant.
5. Direct the respondent to execute conveyance deed.

Note: In the table referred above certain abbreviations have been used. They are

elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
DPC	Delayed possession charges
TSC	Total sale consideration
AP	Amount paid by the allottee/s

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges.
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 promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case *CR/4439/2025 titled as Kritika Goyal Vs. M/s MRG Infrabuild Private Limited* are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details.

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/4439/2025 titled as Kritika Goyal Vs. M/s MRG Infrabuild Private Limited.

S.No.	Particulars	Details
1.	Name of the project	"The Meridian" Sector, 89 Gurgaon
2.	Nature of Project	Affordable group Housing
3.	DTCP License	23 of 2016 dated 22.11.2016 valid upto 21.11.2021
4.	Name of License	Hans Raj and others
5.	HRERA Registration	Registered vide no. 245 of 2017 dated 26.09.2017 valid upto 24.03.2022 Extension i. 10 of 2022 dated 26.12.2022 valid upto 24.03.2023 RC/REP/HARERA/GGM/245 of 2017/7(3)/36/2023/13 dated 24.07.2023 valid upto 24.03.2025
6.	Building Plans	16.12.2019 (taken from CR/3049/2025 of same project)
7.	Environmental clearance	30.08.2019 (taken from CR/3049/2025 of same project)
8.	Unit no.	A2-1304, Tower A2, 13 th floor (page 37 of complaint)
9.	Unit admeasuring	541.49 sq. ft. (carpet area) 60.11 sq. ft. (balcony area) (page 37 of complaint)
10.	Allotment letter	04.07.2020 (page 23 of reply)
11.	Date of builder buyer agreement	10.12.2020 (Registered agreement) (page 33 of complaint)
12.	Possession clause	5.2 Possession <i>.....the Developer shall offer possession of the said flat to the allottees within a period of 4 (four) years from the date of building plans or grant of environment clearance, whichever is later.</i> (page 47 of complaint)
13.	Possession clause	1(IV) of the Affordable Housing Policy,

	(As per Affordable Housing Policy, 2013)	2013 <i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.</i>
14.	Due date of possession	16.06.2024 (calculated from the date of building plans being later including grace period of 6 months)
15.	Total sale Consideration	Rs.21,96,009/- (page 43 of complaint)
16.	Amount Paid	Rs.22,17,977/- (page 70 of complaint)
17.	Occupation certificate	13.04.2026 (submitted by respondent during proceedings dated 22.05.2026)
18.	Offer of possession	14.05.2026 (submitted by respondent during proceedings dated 22.05.2026)

B. Facts of the complaint

8. The complainant has made following submissions in the complaint:

- i. That in the year 2019, the real estate project "THE MERIDIAN" situated at the revenue estate of Village Hayatpur, Sector-89, in Sub-tehsil Kadipur & District Gurugram, Haryana came to the knowledge of the complainant, through the authorized marketing representatives of the respondent, making tall claims, assurances, and warranties in regard to the project being developed by it, lured by the claims, the complainant convinced to book a residential unit/flat in the project being developed by respondent.

- ii. That the representatives of the respondent further represented that various sizes of the units are available in project keeping under consideration the different financial capacity of the customers. It was further represented that since the project is primarily characterized under the affordable group housing scheme, 2013 of the Haryana Government, hence the complete and easy financial assistance are being offered by various NBFC's and banking companies as well.
- iii. That the marketing official of the respondent has further offered to the complainant that site visit can be availed by the complainant and as the opposite party is famous for complying with the timeline with complete dedication thus complainant should not miss the life time opportunity as the booking was to be closed completely in few days. The complainant was compelled to sign a blank application form under the assurance provided by the respondent's personnel.
- iv. That relying upon the assurances and representations of the respondent, the complainant agreed to buy an apartment/unit in the aforesaid project in order to make his dream true of owing a unit in the aforesaid project. Thereby, the complainant booked a unit bearing no. 1304, 13th floor, Block/Tower No. A2, having an area of 541.49 sq. ft. in the said project and paid an amount of Rs.1,10,000/- at the time of booking.
- v. That the respondent executed agreement for sale with the complainant for the above-mentioned unit. Despite making timely payments in response to every demand letter, the complainant was hopeful of receiving possession of their apartment by the delivery date specified in the clause 5.2 of the Agreement for sale, i.e., 30.08.2023. However, during regular site visits, the complainant noticed significant delays, as the construction was not progressing according to the approved plan and timeline. Concerned by this,

the complainant repeatedly brought the issue to the respondents' attention through personal visits, formal letters, and emails, requesting clarity on the delay.

- vi. That the respondent, however, merely offered vague assurances that the apartment would be delivered as per the dates stipulated in the agreement, without addressing the evident lack of progress on the site. Despite these repeated promises, the respondents continuously failed and neglected to deliver possession of the apartment within the agreed-upon timeline, causing considerable distress and frustration for the complainant, who had acted in good faith based on the respondents' assurances. This delay not only impacted the complainant's plans for securing accommodation but also led to financial strain due to the prolonged waiting period.
- vii. That having lost all hope in the respondents regarding the possession of the apartment and the interest owed due to the delay of more than two years since 30.08.2023, and with their dreams of timely delivery of the flat as per the Agreement for Sale, shattered, the complainant have approached the Authority seeking redressal of their grievance.
- viii. That the respondent's team assured the complainant that the issue would be addressed promptly. Relying on these assurances, the complainant has waited patiently for the respondent to review and resolve the matter. Despite this, the issue remains unresolved and no improvement can be seen, causing inconvenience and uncertainty for the complainant.
- ix. That the complainant has repeatedly tried to bring the current matter to the attention of the respondent, conveying his concerns through various telephonic conversations and emails. However, the respondent paid no heed to the requests of the complainant and took no steps to rectify the situation.

- This disregard for the complainant repeated attempts to resolve the issue has exacerbated the situation, causing significant financial loss and distress.
- x. That the complainant has paid a substantial sum of Rs.22,17,977/- being more than 100% of the total sale price i.e., Rs. 21,96,009/-. The respondent provided false and incorrect statements and assurances in respect of said unit and said project and the complainant have thereby lost their hard earned money facing humiliation and harassment, physical as well as mental in the hands of respondent and therefore the Respondent are liable to compensate the losses caused to the complainant due to the fraudulent and unfair trade practice on the part of respondent as per Section 12 of the RERA, 2016 and rules thereunder.
 - xi. That the respondent acted in a very deficient, unfair, wrongful, fraudulent manner. respondent is therefore, liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainant due to the aforesaid illegal and wrongful acts of respondent.
 - xii. That the respondent is guilty of deficiency in service, unfair trade practice, giving incorrect and false statement and assurance and making false commitments and promises while selling the said unit to the complainant within the purview of provisions of the RERA 2016 and applicable rules. The complainant has suffered losses on account deficiency in service, unfair trade practice, giving incorrect and false statement and assurance.
 - xiii. That the Haryana Government through its Town and Country Planning Department issued Gazette notification on 19th August 2013 No. PF 27/48921. The Governor of Haryana has been pleased to notify a comprehensive Affordable Housing Policy-2013' under the provisions of Section 9 A of The Haryana Development and Regulation of Urban Areas Act, 1975 and any other corresponding statute, governing development of group

housing colonies. It is a special policy, for allotment of affordable houses. The object to launch this policy is mentioned as "to encourage the planning and completion of "Group Housing Projects" wherein apartments of 'pre-defined size' were made available at 'pre-defined rates' within a 'Targeted time-frame' as prescribed under the present policy to ensure increased supply of 'Affordable Housing' in the urban housing market, to the deserving beneficiaries".

- xiv. That the respondent deliberately delayed the construction of the project and misused the complainant's hard-earned money, thereby causing them financial and mental harassment. In the present case, the respondent intentionally and with malafide intent delayed the delivery of the apartment in order to extract more money from the complainant.
- xv. That the respondent is well aware that the project is over delayed and hence are liable to pay interest as per the provisions of the RERA 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. According to Sections 18(1) and 19(7) of RERA 2016 read with Rule 15, the respondent is liable to pay the allottee interest for delaying the possession.
- xvi. That the respondent did not care to keep the complainant informed about the delay in possession despite multiple attempts made by the Complainant to obtain such information and hence, the principle of equity does not favour the Respondent. The respondent is required to offer the possession as required under law as the complainant has waited for a long time since the booking of the said unit.
- xvii. That the cause of action accrued in favor of the complainant and against the respondent on the date when the respondent advertised the said project, it again arose on diverse dates when the respondent accepted the booking

amount after assuring the complainant that the construction will be completed by 30.08.2023, it also arose when the respondent inordinately and unjustifiably and with no proper and reasonable legal explanation or recourse failed to provide the above said unit till date and further when the respondent has not paid the amount of interest for delayed possession of the unit in the project till date and the cause of action is still continuing and subsisting on day to day basis

C. Relief sought by the complainant.

9. The complainant has sought the following relief(s):
- I. Direct the respondent to handover the possession.
 - II. Direct the respondent to pay the interest on the total amount paid by the complainant.
 - III. Direct the respondent not to charge anything which is not the part of payment plan.
 - IV. Direct the respondent not to cancel the allotment of the complainant.
 - V. Direct the respondent to execute conveyance deed.
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.

D. Reply by the respondent

11. The respondent has contested the complaint on the following grounds.
- i. That the information provided by the complainant in 'Form CRA' as stated is incorrect and denied. The complainant has deliberately suppressed and distorted the actual facts.
 - ii. That the complaint is neither maintainable nor tenable and is liable to be out-rightly dismissed. There is no cause of action to file the present complaint. The complainant has no locus standi to file the present complaint.

- iii. That the complainant is estopped from filing the present complaint by her own acts, conducts, omissions, admissions, acquiescence and laches. The Authority does not have the jurisdiction to try and decide the present complaint.
- iv. That the complaint is bad for mis-description of the respondent. There is no such company by the name of M/s MRG Infrabuild Pvt. Ltd. and the present complaint is liable to be dismissed on this ground alone. However, for the sake of abundant caution, the present reply is being filed on behalf of M/s MRG Infrabuild LLP.
- v. That the complainant has not approached the Authority with clean hands and has intentionally suppressed and concealed the material facts in the present complaint. The present complaint has been filed by her maliciously with ulterior motive and it is nothing but a sheer abuse of the process of law.
- vi. That the builder undertook the work of construction and development of residential affordable group housing project namely, 'The Meridian', situated at Sector 89, District Gurugram. After checking the veracity of the said project, the complainant applied for allotment of an affordable residential apartment vide booking application form bearing no. 8795 alongwith required affidavit.
- vii. That pursuant to the application of the complainant, draw of lots was held on 07.02.2020 in the presence of officials of DGTCP/ DC, Gurugram and a flat bearing no. 04, in Tower A2 having a carpet area of 541.49 sq. ft. on thirteenth floor and balcony area 60.11 sq. ft. together with one two wheeler open parking site was allotted to the complainant vide allotment letter dated 04.07.2020 for Basic cost of Rs.21,96,011/-. Builder Buyer's Agreement bearing vasika no. 3062 dated 10.12.2020 was executed between the

complainant and the builder. The complainant is bound by the terms and conditions contained in the agreement.

- viii. That as per the Payment Plan stipulated in the Builder Buyer's Agreement (BBA) and in accordance with the Affordable Housing Policy, 2013, the Complainant was required to pay 5% of the total cost of the unit at the time of application. Upon allotment of the unit, an amount equivalent to 20% of the total cost of the unit became payable, while the remaining 75% of the total cost was to be paid in 6 (six) equated half-yearly installments @ 12.5% each, spread over a period of 3 (three) years.
- ix. That accordingly, the builder raised payment demands in accordance with the mutually agreed terms and conditions of the allotment, payment plan and the policy. The complainant made payment of the sale consideration and he is bound to pay the remaining amount towards applicable registration charges, stamp duty as well as other charges payable at the time of offer of possession.
- x. That the possession of the unit was supposed to be offered to the complainant in accordance with the agreed terms and conditions of the builder buyer's agreement. As per Clause 5.2 of the builder buyer's agreement, subject to force majeure circumstances, receipt of occupancy certificate and allottee (s) having timely complied with all its obligations, formalities and documentation, as prescribed by the developer in terms of the agreement and not being in default, the developer was to offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plan or grant of environment clearance, whichever is later. The said period was subject to force majeure, court orders, Government Policy/guidelines/decisions affecting the regular development of the project.

- xi. That from the aforesaid terms of the Builder Buyer's Agreement, it is evident that time for offering possession to the complainant was to be computed from the date of approval of building plans or grant of environmental clearance, whichever is later. It is pertinent to mention here that the environment clearance was obtained by the builder on 30.08.2019 while the building plans were approved on 16.12.2019. Thus, the date for commencement that has to be considered is the date of approval of building plans i.e. 16.12.2019 since it is the later date.
- xii. That thus the time period for offering the possession, according to agreed terms and conditions without taking into account force majeure events would have expired on 16.06.2024. As per the terms and conditions of the builder buyer's agreement, the said period was subject to the occurrence of force majeure conditions, court orders etc. which are beyond the control of the builder. Although the project of the builder is complete in all respects but the implementation of the project in question was adversely affected due to the following force majeure events and conditions which were beyond the control of the builder:-
- **Covid-19:-** The outbreak of the deadly Covid-19 virus resulted in implementation of the project being badly affected. The outbreak resulted in not only disruption of the supply chain of the necessary materials but also in shortage of the labour at the construction sites as several labourers had migrated to their respective hometowns. The Covid-19 outbreak has been classified as 'pandemic' is an Act of God and the same was beyond the reasonable apprehension of the builder. The outbreak lasted almost two years and adversely affected the smooth implementation of the project during that time. The time period for implementation of the project by the builder lost on account

of Covid-19 pandemic is required to be added to the time frame mentioned above. The builder cannot be held responsible for the circumstances which were beyond its control. That even this Hon'ble Authority had vide its order no. 9/3-2020 HARERA/GGM(Admin) dated 26.05.2020 had extended the registration and completion date automatically by 6 months due to the outbreak of Covid-19. This Hon'ble Authority had agreed vide the said order that due to the force majeure condition, the regular development work of the real estate projects have been getting affected. Moreover, the outbreak of Covid-19 and its various waves had adversely affected the functioning of various Govt. as well as private Offices and has caused delay in completion of the project in which unit of the complainant is situated. The Hon'ble Apex Court has also taken into consideration the situation due to various waves of Covid-19 and has granted relief in terms of extension of limitation w.e.f. 15.03.2020 to 28.02.2022 to file various documents before various courts/authorities.. Accordingly, this period w.e.f. 15.03.2020 to 28.02.2022 should be counted under Force Majeure while calculating the due date of possession as per the builder buyer's agreement.

- **Ban on Construction and Imposition of GRAP-III:** Due to rise in pollution levels in Delhi NCR, the construction was hampered due to various Court orders, Government guidelines as well as imposition of GRAP-III due to which the construction could not be carried out by the builder. Copies of the Orders dated 01.11.2019, 04.11.2019, 08.11.2019, 11.11.2019, 29.10.2022, 03.11.2022, 09.11.2022, 04.12.2022, 30.12.2022, 06.01.2023, 02.11.2023, 5.11.2023, 22.12.2023, 14.01.2024, 14.11.2024, 17.11.2024 and 16.12.2024 of

the Environment Pollution (Prevention and Control) Authority and Commission for air quality management for the NCR due to which construction had to be stalled.

- **Initiation of insolvency proceedings against the builder and appointment of IRP by NCLT, New Delhi:-** The Hon'ble National Company Law Tribunal (NCLT), New Delhi vide its order dated 21.08.2024, initiated insolvency proceedings against the builder and an Interim Resolution Professional (IRP) was appointed. The passing of the said order dated 21.08.2024 was beyond the control of the builder and due to passing of the said order dated 21.08.2024, all activities pertaining to the project had to be halted temporarily in view of the imposition of the moratorium under the Insolvency and Bankruptcy Code, 2016. Subsequent thereto, the builder preferred an appeal before the Hon'ble National Company Law Appellate Tribunal (NCLAT), New Delhi on 27.08.2024 wherein the Hon'ble NCLAT vide its order dated 23.09.2025 was pleased to set aside the impugned order dated 21.08.2024 passed by the Hon'ble NCLT.
- That it is pertinent to place on record that the Hon'ble Punjab and Haryana High Court at Chandigarh, vide judgment dated **24.12.2025** passed in RERA-APPL-92-2025 (O&M) titled '**M/s Signature Global (India) Limited Vs. Praveen Kumar Gupta**' and other 18 connected appeals, has categorically held that all prohibitory orders arising out of NGT directions, GRAP restrictions, environmental bans, and governmental embargoes on construction activities constitute Force Majeure events, and where such contingencies are expressly provided for in the Agreement, the corresponding period is mandatorily liable to be excluded while computing the delay. The Hon'ble High Court,

accordingly, remanded the appeals to the Hon'ble H-REAT for fresh adjudication strictly in consonance with the aforesaid legal position. The present case is squarely covered under the ratio laid down in the aforesaid judgment and due to the aforesaid period of Covid-19, ban on construction and imposition of GRAP, the development of the said project was adversely affected for 130 days (approx. 4 months, which period is liable to be unequivocally treated as Force Majeure and excluded from the computation of delay, both under the contractual framework and as per settled judicial principles.

- xiii. That despite the above mentioned force majeure conditions which adversely affected the implementation of the project in question and delayed the completion of the project, after completion of the development work of the entire project including the unit in question, the builder applied for obtaining occupation certificate from DTCP vide its application.
- xiv. That although the construction of the project had been complete very much in time but due to the imposition of moratorium vide order dated 21.08.2024 passed by the Hon'ble NCLT, the builder could not apply for obtaining occupation certificate immediately after the completion of the project. The builder filed application for grant of Occupation Certificate before DTCP and also filed Interim Application No. 2827 of 2025 before NCLAT, New Delhi, seeking permission to apply for obtaining occupation certificate. The Hon'ble NCLAT, New Delhi was pleased to issue notice on the said application but the same remained pending till passing of final order/ judgment dated 23.09.2025 vide which the previously imposed moratorium has been set aside by the Hon'ble NCLAT, New Delhi. Thus, there has been no default or delay on the part of the builder in completing its obligations as per the Builder Buyer's Agreement.

xv. That thus, the construction of the project is already complete and the builder would be ready to offer possession of the unit in question to the complainant immediately upon receipt of the occupation certificate from DTCP. The delay, if any, in obtaining the occupation certificate is not on the part of the builder and was caused due to the above mentioned force majeure events which were beyond the control of the builder. The complainant is very well aware of all these facts and despite knowing that there has been no delay from the side of the builder, the complainant has intentionally filed the present absolutely baseless, false and frivolous complaint seeking DPC. The complainant is not entitled to any delay possession charges as the builder has abided by its obligations under the Builder Buyer's Agreement. The present complaint being a misuse of the process of law and is liable to be dismissed

12. All other averments made in the complaint were denied in toto.

13. 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 submission made by the parties.

E. Jurisdiction of the authority

14. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

15. As per notification no. *1/92/2017-1TCP dated 14.12.2017* issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

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 complainant at a later stage.

F. Findings on the objections raised by the respondent.

F.I Objection regarding that there is no such company by the name of M/s MRG Infrabuild Pvt. Ltd. and the present complaint is liable to be dismissed.

18. That the respondent in its reply submitted that the complaints are bad for mis-description of the respondent. There is no such company by the name of M/s MRG Infrabuild Pvt. Ltd. and the present complaint is liable to be dismissed. However, for the sake of abundant caution, the present reply is being filed on behalf of M/s MRG Infrabuild LLP.

19. However, as per the documents available on the record i.e. the allotment letter and the builder buyer agreement both mention the name of the builder as MRG Infrabuild Private Limited. Therefore, this plea of the respondent is hereby rejected.

F.II Objection regarding force majeure conditions.

20. The respondent has further submitted that the Covid-19 outbreak has been classified as 'pandemic' is an Act of God and the same was beyond the reasonable apprehension of the builder. The outbreak lasted almost two years and adversely affected the smooth implementation of the project during that time. Due to rise in pollution levels in Delhi NCR, the construction was hampered due to various Court orders, Government guidelines as well as imposition of GRAP-III due to which the construction could not be carried out by the builder and the Hon'ble National Company Law Tribunal (NCLT), New Delhi vide its order dated 21.08.2024, initiated insolvency proceedings against the builder and an Interim Resolution Professional (IRP) was appointed.
21. However, all the pleas advanced in this regard are devoid of merits. As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "*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 commencement of project" for the purpose of this policy.*" The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.08.2019 and 16.12.2019 respectively. Therefore, the due date of possession is being calculated from the date of the building plans, being later.
22. The Authority has gone through the possession clause of the agreement and the Affordable Housing Policy, 2013 also and observed that the promoter has proposed to hand over the possession of the subject unit on 16.12.2023 i.e. 4

years taken from the from the date of building plans being later i.e. 16.12.2019. Therefore, the due date of possession comes out to be 16.12.2023. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to 16.06.2024

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to handover the possession.

G.II Direct the respondent to pay the interest on the total amount paid by the complainant.

G.III Direct the respondent to execute conveyance deed.

G.IV Direct the respondent not to cancel the allotment of the complainant.

23. 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 relief and the same being interconnected.

24. In the present complaint the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

"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, —

.....

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."

25. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

1 (iv)

"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 commencement of project" for the purpose of the policy."

26. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"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 commencement of project" for the purpose of this policy.* The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.08.2019 and 16.12.2019 respectively. Therefore, the due date of possession is being calculated from the date of building plans being later i.e. 16.12.2019 which comes out to be 16.12.2023. Further, the Authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic allows the grace period of 6 months to the promoter and the due date comes out to be 16.06.2024.

27. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to Section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed 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.

28. 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.

29. 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., 22.05.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

30. 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;"*

31. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
32. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. However, the respondent has failed to handover possession of the subject apartment to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
33. The respondent has obtained the occupation certificate on 13.04.2026 and offered the subject units on 14.05.2026. Copy of the same has been placed on record. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period
34. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of

logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession till valid offer of possession plus two months after obtaining occupation certificate from the competent Authority or actual handing over of possession whichever is earlier.

35. 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 delay possession charges at rate of the prescribed interest @ 10.80% p.a. w.e.f. 16.06.2024 till the offer of possession i.e., 14.05.2026 plus 2 months i.e., 14.07.2026 or actual handing over of possession, whichever is earlier, as per section of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*

36. As per Section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favor of the complainant. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. Therefore, the respondent is directed to handover possession of the flat/unit and execute conveyance deed in favor of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

G.V Direct the respondent not to charge anything which is not the part of payment plan.

37. As per the provisions of the Act, 2016, a promoter is bound to adhere strictly to the terms and conditions agreed upon with the allottee. Any additional charges, which are not mentioned in the builder buyer agreement cannot be unilaterally

imposed upon the allottee. Therefore, respondent-promoter is directed not to charge anything which is not part of buyer agreement or provided under the Affordable Housing Policy, 2013.

H. Directions of the authority

38. 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 is directed pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 16.06.2024 till expiry of 2 months from the date of offer of possession (14.05.2026) i.e. up to 14.07.2026 or actual handing over of possession, whichever is earlier, as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules after adjusting the amount already paid by the respondent if any.
- ii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- iii. The respondent is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.
- iv. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement. The respondent is not entitled

to charge holding charges from the complainant/allottee at any point of time even after being part of the builder buyer's agreement as per law settled by *Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.*

39. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
40. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.
41. Files be consigned to registry.

Dated:22.05.2026



(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram