

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

Date of Order:

21.05.2026

NAME OF THE BUILDER(S)		NEW LOOK BUILDERS AND DEVELOPERS PRIVATE LIMITED	
PROJECT NAME		"VERSALIA"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1079/2025	Lalit Advani V/S Ansal Phalak Infrastructure Private Limited & New Look Builders Developers Limited	Sh. Vikram Bhaskar Advocate for complainant Sh. Deeptanshu Jain Advocate for respondents
2.	CR/1081/2025	Mona Advani V/S Ansal Phalak Infrastructure Private Limited & New Look Builders Developers Limited	Sh. Vikram Bhaskar Advocate for complainant Sh. Deeptanshu Jain Advocate for respondents
3.	CR/1083/2025	Lalit Advani V/S Ansal Phalak Infrastructure Private Limited & New Look Builders Developers Limited	Sh. Vikram Bhaskar Advocate for complainant Sh. Deeptanshu Jain Advocate for respondents

CORAM:

Shri Phool Singh Saini

Member

ORDER

1. This order shall dispose of all the complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations,



responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

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, "Versalia" (Residential Colony) being developed by the same respondents/promoter i.e., New Look Builders and Developers Private Limited earlier known as Ansal Phalak Infrastructure Private Limited. The terms and conditions of the application for the provisional allotment, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delayed possession charges along with interest and others.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in a table below:

Project Name and Location	New Look Builders and Developers Private Limited (formerly known as Ansal Phalak Infrastructure Private Limited) at "Versalia" situated in Sector-67 A, Gurugram		
Occupation Certificate: Not obtained			
Possession Clause: 5. Possession of Floor <i>5.1 Subject to clause 5.2 infra and further subject to all the buyers of the floors in the residential colony making timely payment, the company shall endeavor the complete the development of residential colony and the floor as far as possible within 36 months with an extended period of 6 months from the date of execution of this floor buyer agreement, subject to the receipt of requisite building/revised building plans...</i>			
[Emphasis supplied]			
Complaint No., Case Title	CR/1079/2025 Lalit Advani V/S Ansal Phalak Infrastructure Private Limited &	CR/1081/2025 Mona Advani V/S Ansal Phalak Infrastructure Private Limited &	CR/1083/2025 Lalit Advani V/S Ansal Phalak Infrastructure Private Limited &



	New Look Builders and Developers Private Limited	New Look Builders Developers Limited	New Look Builders Developers Limited
Reply status	08.07.2025	10.07.2025	10.07.2025
Unit no.	3255, 1 st floor & Block-Woodwinds Residencies (As per page no. 23 of the complaint)	3255, 2 nd floor & Block-Woodwinds Residencies (As per page no. 23 of the complaint)	3255, Ground floor & Block-Woodwinds Residencies (As per page no. 23 of the complaint)
Area admeasuring	1855 sq. ft. (As per page no. 31 of the complaint)	1855 sq. ft. (As per page no. 31 of the complaint)	1855 sq. ft. (As per page no. 31 of the complaint)
Date of execution of buyer's agreement	05.08.2014 (As per page no. 27 of the complaint)	05.08.2014 (As per page no. 27 of the complaint)	05.08.2014 (As per page no. 27 of the complaint)
Due date of handing over of possession	05.02.2018 [Note: Due date of possession is to be calculated 36 months from the date execution of buyer's agreement i.e., 05.08.2014 plus grace period of 6 months on account of Covid-19]	05.02.2018 [Note: Due date of possession is to be calculated 36 months from the date execution of buyer's agreement i.e., 05.08.2014 plus grace period of 6 months on account of Covid-19]	05.02.2018 [Note: Due date of possession is to be calculated 36 months from the date execution of buyer's agreement i.e., 05.08.2014 plus grace period of 6 months on account of Covid-19]
Offer of possession	Not offered	Not offered	Not offered
Total Consideration / Total Amount paid by the complainant	TSC: Rs.78,06,500/- (As per page no. 57 of the complaint) AP: Rs.5,12,708/- (As per receipt information on page no. 59-60 of the complaint)	TSC: Rs.82,95,400/- (As per page no. 57 of the complaint) AP: Rs.5,12,708/- (As per receipt information on page no. 60-61 of the complaint)	TSC: Rs.1,07,49,900/- (As per page no. 57 of the complaint) AP: Rs.5,12,708/- (As per receipt information on page no. 60-61 of the complaint)
The complainant in the above complaint(s) has sought the following reliefs:			
<ol style="list-style-type: none"> 1. Direct the respondent to complete the development of the unit along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately. 2. Direct the respondent to handover the legal and rightful possession of the unit to the complainant after receiving the completion certificate (CC) and other required approvals from the competent authorities. 			



3. Direct the respondent to pay interest for every month of delay in handing over the possession of the unit since February, 2018 to the complainant, on the amount taken from him towards sale consideration and other charges for the aforesaid unit, with interest at the prescribed rate as per the Act, 2016 till the respondent handover the legal and rightful possession of the unit to the complainant.
4. Direct the respondent to not charge anything beyond the charges stipulated in the floor buyer's agreement.
5. Direct the respondent to pay a sum of Rs.10,00,000/- to the complainant for causing mental agony and harassment.
6. Direct the respondent to pay Rs.1,00,000/- towards the litigation expenses incurred on filing the present complaint.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation Full form

TSC Total Sale consideration

AP Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the buyer's agreement against the allotment of units in the project of the respondents/builder and for not handing over the possession by the due date, seeking 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 are also similar. Out of the above-mentioned case, the particulars of lead case *CR/1079/2025 titled as Lalit Advani V/S Ansal Phalak Infrastructure Private Limited & New look Builders and Developers Private Limited* are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details



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

S. No.	Particulars	Details
1.	Name and location of the project	"Versalia", Sector-67-A, Gurugram.
2.	Nature of Project	Residential colony
3.	Rera registered/ not registered and validity status	Registered Vide no.154 of 2017 dated 28.08.2017 Valid upto 31.08.2020
4.	Unit no.	3255, First Floor, at Block - Woodwinds residencies in Sector-67A. (As per allotment letter on page no. 23 of the complaint and as per clause 2.1 of BBA on page no. 31 of the complaint)
5.	Unit area	1855 sq. ft. (As per allotment letter on page no. 23 of the complaint and as per clause 2.1 of BBA on page no. 31 of the complaint)
6.	Allotment letter	04.08.2014 (As per page no. 23 of the complaint)
7.	Date of execution of Buyer's agreement	05.08.2014 (As per page no. 27 of the complaint)
8.	Possession clause	5 Possession of Floor 5.1 Subject to clause 5.2 infra and further subject to all the buyers of the floors in the residential colony making timely payment, the company shall endeavor the complete the development of residential colony and the floor as far as possible within 36 months with an extended period of 6 months from the date of execution of this floor buyer agreement, subject to the receipt of requisite building/revised building plans... [Emphasis supplied]

		(As per page no. 38 of the complaint)						
9.	Due date of possession	05.02.2018 (05.08.2017 plus 6 months) (Note: Due date of possession is to be calculated 36 months plus 6 months from the date of execution of buyer's agreement i.e., 05.08.2014) (Grace period of 6 months is allowed, being unconditional)						
10.	Total sale consideration	Rs.78,06,500/- (As per annexure-2 annexed with BBA on page no. 57 of the complaint)						
11.	Basic sale consideration	Rs.72,50,000/- (As per clause 3.1 of BBA on page no. 32 of complaint)						
12.	Amount paid	Rs.5,12,708/- (As per receipt information on page no. 59-60 of the complaint) [Issued by Ansal Phalak Infrastructure Private Limited]						
13.	Payment plan	<table border="1"> <tr> <td>1.</td> <td>On booking</td> <td>Rs.5,00,000/- + ST</td> </tr> <tr> <td>2.</td> <td>At the time of offer of possession</td> <td>Rs.67,50,000/- + ST + EDC of Rs.5,56,500/- + ST</td> </tr> </table> (As per annexure-2 annexed with BBA on page no. 57 of the complaint)	1.	On booking	Rs.5,00,000/- + ST	2.	At the time of offer of possession	Rs.67,50,000/- + ST + EDC of Rs.5,56,500/- + ST
1.	On booking	Rs.5,00,000/- + ST						
2.	At the time of offer of possession	Rs.67,50,000/- + ST + EDC of Rs.5,56,500/- + ST						
14.	Occupation certificate	Not obtained						
15.	Offer of possession	Not offered						

B. Facts of the complaint:

8. The complainant has made the following submissions:

- I. That in the year 2014, the complainant was interested in purchasing a suitable residential floor for her needs. That at that point of time the respondent was marketing and advertising the said project. The respondent was representing itself to a settled and committed real estate developer and was propagating that the said project shall be



completed in a time bound manner. Swayed by the marketing and advertising being done by the respondent, the complainant approached the offices of the respondent where the representatives of the respondent confirmed that the said project was being developed by the respondent with full vigour and the respondent was holding all the permissions, sanctions as well as the requisite financial capacity to develop and complete the said project in a time bound manner. Yet again the complainant relied upon the representations which were made by the representatives of the respondent, assuring that the unit shall be delivered within three years. Believing the assurances of the respondent, the complainant booked a residential dwelling unit bearing no. GF 3255, Ground Floor, along with basement, having an approximate area of 3333 sq. ft. on 21.07.2014 and paid a sum of Rs.5,00,000/- as booking amount.

- II. That subsequently the respondent has issued an allotment letter dated 04.08.2014 and confirmed the allotment of the complainant. It is pertinent to mention that the total sale consideration of the unit was Rs.1,07,49,900/- and the complainant has duly paid the requisite demands as and when it was raised by the respondent.
- III. That a floor buyer's agreement dated 05.08.2014 was executed between the parties whereby the terms and conditions were made clear. It is crucial to note that certain clauses executed between the parties were one-sided, arbitrary and heavily titled in favour of the respondent. By the time the agreement was executed, the complainant has parted significant amount of money to the respondent thereby restraining him to make any objection or disagreement *qua* the one-sided clauses. As per the payment plan



- appended with the allotment letter and the agreement, the complainant was obligated to pay the consideration to the respondent in two stages, *firstly* at the time of booking and *secondly*, at the time of offer of possession. Subsequently, after signing the agreement, the complainant received a demand of Rs.12,708/- payable towards TDS which was duly met by them.
- IV. That since no scope of negotiation was left with the complainant as it has already paid a hefty amount to the respondent, she was left with no other option but to sign on the agreement. At the time of execution of the said agreement, it was assured that it had all the permissions, licenses, approved layout plans for the construction of the project. It is imperative to note that as per clause 5.1 of the agreement, the respondent assured that the possession of the floor shall be delivered within 36 months with extended period of 6 months as force majeure from the date of execution of the agreement i.e., latest by February, 2018.
- V. That the grievance of the complainant *inter-alia* is that the respondent has failed to develop the project as per the agreed terms and conditions. On many occasions the complainant approached the officials of the respondent asking for the delivery of the possession of the unit, however, to utter shock it came to the knowledge of the complainant that the project is bare shell, incomplete and for the reasons best known to respondent the construction was halted by the respondent.
- VI. That the complainant booked the unit in the year 2014 and it is crystal clear that the respondent has failed to deliver possession in a timely manner. The aforementioned trail of documents clearly shows and proves that the respondent has intentionally failed to abide by



the terms and conditions of the allotment which had been made in favour of the complainant. The conduct of the respondent has remained deceitful and respondent induced the complainant to part away with a huge sum of money and despite of waiting for around more than 10 years, the respondent has still not able to offer possession of the unit.

- VII. That as per the grievances of the complainant mentioned herein above it is submitted that the respondent even after receiving a substantial portion of the consideration for the unit have till date failed to complete the construction of the project and deliver possession of the unit. The inordinate delay in handing over the possession to the complainant is a shameful attempt by the respondent to usurp a huge amount of money from the allottees and thereafter not deliver the possession on time. It is respectfully submitted that the respondent is liable to handover the legal and rightful possession of unit to the complainant by paying adequate delay penalty interest towards the delay caused by them as per the proviso of Section 18(1) of the Act, 2016.
- VIII. That the complainant for the last ten years has been running from pillar to post seeking accountability of their hard-earned money, but to no avail. The complainant followed up with the respondent through various meetings, phone calls etc., but to no avail. The complainant has regularly met with the key personnel of the respondent and every time they would assure to the complainant that project shall be completed shortly and possession of the unit shall be handed over thereafter.
- IX. That the complainant does not wish to withdraw from the project and seeks rightful and legal possession of the unit as agreed between



the parties along with delay penalty interest from the due date of the possession as per the agreement till the date possession is handed over to the complainant.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):

- i. Direct the respondent to complete the development of the unit along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.
- ii. Direct the respondent to handover the legal and rightful possession of the unit to the complainant after receiving the completion certificate (CC) and other required approvals from the competent authorities.
- iii. Direct the respondent to pay interest for every month of delay in handing over the possession of the unit since February, 2018 to the complainant, on the amount taken from him towards sale consideration and other charges for the aforesaid unit, with interest at the prescribed rate as per the Act, 2016 till the respondent handover the legal and rightful possession of the unit to the complainant.
- iv. Direct the respondent to not charge anything beyond the charges stipulated in the floor buyer's agreement.
- v. Direct the respondent to pay a sum of Rs.10,00,000/- to the complainant for causing mental agony and harassment.
- vi. Direct the respondent to pay Rs.1,00,000/- towards the litigation expenses incurred on filing the present complaint.

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:

- a. That at the outset, respondent i.e., New Look Builders and Developers Pvt. Ltd. denies each and every assertion, averment, statement, allegation made in the complaint filed by the complainant as false, frivolous, misrepresented, mischievous and vexatious, except for those which are matter of record or are specifically admitted hereinunder.
- b. That the present reply to the captioned complaint on behalf of the respondent is being filed through Mr. Anil Kansal who have been duly authorized by the respondent vide board resolution dated 26.08.2021, inter alia, to defend the respondent in various proceedings initiated against it, verify and sign pleadings and other documents etc. and do all such acts, deeds, things as may be considered necessary to represent and act for and on behalf of the respondent.
- c. That the complainant through the complaint under reply has prayed for directions against the respondent to handover the possession of unit no. 3255 in the project "Versalia", to execute the conveyance deed of the unit, pay delay possession charges at rate as per Act, 2016 and Rs.10,00,000/-.
- d. That at the outset, it is submitted that the complainant has attempted to mislead this Hon'ble Authority by presenting concocted facts and misrepresenting the facts & circumstance of the instant case. Therefore, the captioned complaint is liable to be dismissed in limine.
- e. That the complainant was allotted with the unit by execution of floor buyer's agreement (FBA) dated 05.08.2014 for basic sale



consideration of Rs.86,03,159/-. As a matter of record, the complainant has paid a total of Rs.5,12,708/- to the respondent company till date. Thereafter, the complainant has not paid any amount to the respondent company.

- f. That as a matter of fact the respondent company was incorporated under the provisions of Companies Act, 1956 in year 2010 by two promoter entities namely Ansal Properties and Infrastructure Ltd. ("Promoter no. 1/ APIL") and Caliber Properties Pvt. Ltd. (hereinafter collectively referred to as "Promoters") with the sole purpose for development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the property located at Sector 67 and Sector 67 A, Gurugram.
- g. That subsequent to the incorporation of the respondent company, the promoters invited bookings from the general public for allotment of units in the said project. Accordingly, the complainant approached the respondent company controlled by management of APIL and booked a unit as mentioned above.
- h. That simultaneously, the promoters also took investment from several investors for the purpose of development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the project. As a matter of fact, the promoter on behalf of the respondent company had undertaken to repay the said investments as per the terms set out in respective investment agreements executed with the investors. However, the promoters failed to fulfil their obligations in terms of the said investment agreements.



- i. That as a matter of fact, the promoters being in control of the respondent company had mis-appropriated the assets of the respondent company for their personal gain at the cost of investors, including but not limited to allottee(s) who had invested in the projects of the respondent company from 2011 to 2019 to construct their respective units/flats/apartment/plots after taking approvals from the respective government and statutory authorities.
- j. That in order to claim their lawful right under the investment agreements, the investors initiated the arbitration proceedings against the promoters and the respondent company. The arbitration proceedings were conducted before Retd. Justice K.S. Gupta, sole arbitrator. During the pendency of said arbitration proceedings, the parties to the arbitration proceedings i.e., the promoters of respondent company, investors and respondent company reached a settlement and recorded the terms of settlement in Master Settlement Agreement dated 24.12.2019.
- k. That at the foremost, in order to protect the rights of the investors of the respondent company, including the rights of allottee's of different project (as mentioned above), it was agreed between the parties that the management of the respondent company would be changed and as such the promoters would not be in any manner managing the respondent company and the investors would be managing the respondent company.
- l. That promoters shall keep the respondent company fully indemnified against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgements, suits, claims against the company.



- m. That since, under the management of promoter no. 1, the respondent company had defaulted in its responsibilities towards the allottee's and also under of the MSA, the promoter no. 1 undertook to complete the constructions of the respective projects and settle any claim of the allottees or pay the decretal amount towards the award passed by any court/ tribunal.
- n. That the promoters further undertook to indemnify the respondent company under clause 3.1 of the MSA against any liabilities arising out of action/ decisions taken before the nominee of the investors are appointed on the board of the respondent company. The promoters had also undertaken to indemnify the respondent company against any in relation to the first project land (as defined in MSA) including but not related to claims of the allottees/customers.
- o. That in terms of clause 1.2 and 4.5 of the MSA, the promoter no. 1 had undertaken to settle all litigation matters in relation to the customers of the project lands, wherein the company or the first promoter are parties, pending at NCLT, NCDRC or any other court/forum.
- p. That admittedly, it is APIL who is responsible for development and construction of the unit and the project where the unit in the captioned complaint is situated is evident from the para 41, 42 and 43 of the order dated 30.05.2022 passed by the Hon'ble Authority. However, till date, APIL has neither completed the project nor has cleared the liabilities of the allottees in the said project.
- q. That in view of aforesaid facts, it is crystal clear that it is Ansal Properties and Infrastructure Ltd. who was in control of the respondent company from year 2011 to 2019 and due to its actions/



omissions its investors including the complainant suffered significant losses. Subsequently, through Master Settlement Agreement dated 24.12.2019, the promoter no. 1 had agreed to construct the project and to settle all the claims of its investors including the complainant and indemnify the respondent company in case of any loss caused due to claim of any other person such as complainant.

- r. That Ansal Properties and Infrastructure Ltd. is a necessary party for adjudication of the captioned complaint as the MOU has been executed with APIL. Moreover, the prayer sought by the complainant in the captioned complaint is not maintainable before the Hon'ble Authority as the complainant has not impleaded Ansal Properties and Infrastructure Ltd. a party to the captioned complaint, who is a necessary party to the captioned complaint in the capacity of License Holder and Registration Certificate dated 30.05.2022 of the project. Hence, the captioned complaint is liable to be dismissed in limine for mis-joinder and non-joinder of necessary parties.
- s. That in this view of the matter, the complaint is not maintainable in law and is liable to be dismissed in limine qua the respondent as no cause of action arises against the respondent herein. The complaint has been filed without any legally justifiable cause of action and is rendered liable to be dismissed with exemplary costs.

12. The complainant has filed the complaint against R1 and R2. The buyer's agreement has been executed with R1 on 05.08.2014 and the payments have been made to R1 only as per the receipt information dated 04.08.2014 and 13.08.2014 placed on record by the complainant. However, the name of "Ansal Phalak Infrastructure Pvt. Ltd." was changed to "New Look Builders and Developers Pvt. Ltd." on 23.10.2020.



The respondent has placed on record a Board Resolution in which it is clearly mentioned that "New Look Builders and Developers Pvt. Ltd." formerly known as "Ansal Phalak Infrastructure Pvt. Ltd." Therefore, it can be concluded that R1 and R2 is a single entity wherein R1 is its present name and R2 represents its former name. Thus, R1 is solely liable to the complainant.

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

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

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.

15. 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. Finding on objections raised by the respondent:

F.1 Objection regarding misjoinder and non-joinder of parties.

16. The respondent-promoter has raised the contention that the present complaint is not maintainable, due to mis-joinder of M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) and non-joinder of M/s Ansal Properties and Infrastructure Limited of necessary party.
17. While filing the complaint the complainant sought relief against M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) being the developer of the project. On failure to fulfil their obligation to complete the project by the due date, the complainant approached the Authority seeking relief to immediately handover the possession failing which to refund the amount received against the allotted unit.
18. After perusal of various documents placed on the record shows that respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) is a group company of M/s Ansal Properties and Infrastructure Limited. It is



not disputed that the allotment of the unit in favour of the complainant was made by the respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) though it is group company of M/s Ansal Properties and Infrastructure Limited. The buyer's agreement with regard to the allotted unit was also executed between the complainant and respondent. Even after allotment and buyer's agreement, demands for various payments were also raised against the allotted unit by the respondent only and received by it only. Thus, it shows that there is no privity of contract between M/s Ansal Properties and Infrastructure Limited and the complainant and as such the plea of the respondent with regard to mis-joinder and non-joinder are devoid of merits and thus, would be justified to not to be required to implead in present complaint and it is well settled principle that a person cannot take benefit of its own wrongs. Thus, the objection of the respondent stands dismissed.

G. Findings on the relief sought by the complainant:

- G.I Direct the respondent to complete the development of the unit along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.**
- G.II Direct the respondent to handover the legal and rightful possession of the unit to the complainant after receiving the completion certificate (CC) and other required approvals from the competent authorities.**
- G.III Direct the respondent to pay interest for every month of delay in handing over the possession of the unit since February, 2018 to the complainant, on the amount taken from him towards sale consideration and other charges for the aforesaid unit, with interest at the prescribed rate as per the Act, 2016 till the respondent handover the legal and rightful possession of the unit to the complainant.**

19. The above sought relief(s) by the complainant are taken together being inter-connected.



20. In the present complaint, the complainant intends to continue with the project and is seeking possession of the subject unit and delay possession charges as provided under the provisions of section 18(1) of the Act which 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."*

21. The floor buyer's agreement was executed between the parties. As per clause 5 of the agreement, the possession was to be handed over within 36 months from the date of execution of agreement i.e., 05.08.2014. The clause 5 of the buyer's agreement is reproduced below:

5. Possession of floor

5.1 Subject to clause 5.2 infra and further subject to all the buyers of the floors in the residential colony making timely payment, the company shall endeavor the complete the development of residential colony and the floor as far as possible within 36 months with an extended period of 6 months from the date of execution of this floor buyer agreement, subject to the receipt of requisite building/revised building plans...

(Emphasis supplied)

22. **Due date of handing over possession:** As per the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit on or before 05.02.2018 including grace period of 6 months.

23. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee(s) 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.

24. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. 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., 21.05.2026 is 8.80%. Accordingly, 10.80%.

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. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondents are in contravention of the section 11(4)(a) of the Act by not handing over possession buyer's agreement executed between the parties, the possession of the subject unit was to be delivered within a period of 36 months from date of execution of buyer's



agreement i.e., 05.08.2014. As such the due date of handing over of possession comes out to be 05.02.2018 including grace period of 6 months. The respondent has failed to handover possession of the subject unit till date. 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. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 05.08.2014 executed between the parties. It is pertinent to mention over here that even after a passage of more than 11 years neither the construction is complete nor an offer of possession of the allotted unit has been made to the allottee by the builder. Further, the authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottee.

27. 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. In the present complaint, the occupation certificate has not been obtained. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 05.02.2018 till the expiry of 2 months from the date of offer of possession plus two months after obtaining OC or handing over of possession whichever is earlier.

28. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the floor buyer's agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance



of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondents is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 05.02.2018 till actual handing over of possession or offer of possession plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

G.IV Direct the respondent to not charge anything beyond the charges stipulated in the floor buyer's agreement.

29. The respondent shall not charge anything from the complainant which is not the part of the floor buyer's agreement dated 05.08.2014.

G.V Direct the respondent to pay a sum of Rs.10,00,000/- to the complainant for causing mental agony and harassment.

G.VI Direct the respondent to pay Rs.1,00,000/- towards the litigation expenses incurred on filing the present complaint.

30. The above sought relief(s) by the complainant are taken together being inter-connected.

31. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense 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 & legal expenses.

H. Directions of the Authority:

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



cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent no. 1 is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 05.02.2018 till actual handing over of possession or offer of possession after obtaining occupation certificate plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The complainant is directed to pay outstanding dues, after adjustment of interest for the delayed period and the respondent shall handover the possession within a period of two month after receipt of occupation certificate from the competent authority.
- iii. The respondent shall not charge anything from the complainant which is not the part of the floor buyer's agreement.
- iv. The respondent is directed to execute the conveyance deed of the allotted unit in terms of Section 17 of the Act, 2016 on payment of requisite stamp duty by the complainant.
- v. The arrears of such interest accrued from due date of possession i.e., 05.02.2018 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- vi. 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.

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


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 21.05.2026

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