

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

Complaint no.	:	5578 of 2025
Date of complaint	:	30.10.2025
Date of order	:	13.10.2026

Konchok Thinles and Jigmet Lamo,
Both R/o: - Deputy Commissioner Office,
Leh, Jammu and Kashmir-194101.

Complainants**Versus**

M/s MRG Infrabuild Pvt. Ltd.
Regd. office: Unit No. 110, 1st Floor,
Best Sky Tower, Delhi.

Respondent**CORAM:**

Arun Kumar

Chairman**APPEARANCE:**

Kanish Bangia (Advocate)
Shivani Dang (Advocate)

**Complainants
Respondent****ORDER**

1. The present complaint has been filed by the complainant/allottees 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 provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.
- A. **Project and unit related details**
2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"The Meridian" at village Hayatpur Sector 89, Gurugram
2.	Nature of the project	Affordable Housing
3.	DTCP license no. and validity status	23 of 2016 dated 22.11.2016 valid upto 21.11.2021 Name of license- Sh. Hans Raj and another
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 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 (as per project details)
7.	Environmental clearance	30.08.2019 (as per project details)
8.	Unit no.	A2-1604, Tower A2, 16 th floor (page 36 of complaint)
9.	Unit admeasuring	541.49 sq. ft. (carpet area) 60.11 sq. ft. (balcony area) (page 36 of complaint)
10.	Allotment letter	Not on record
11.	Date of builder buyer agreement	24.11.2020 (page 32 of complaint)
12.	Possession clause	5.2 Possessionthe 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. (page 46 of complaint)
13.	Possession clause (As per Affordable Housing Policy, 2013)	1(IV) of the Affordable Housing Policy, 2013 All such projects shall be required to be necessarily completed within 4 years

		<i>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 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020)
15.	Total sale Consideration	Rs.21,96,009/- (page 42 of complaint)
16.	Amount Paid	Rs.22,67,977/- (page 28 of complaint)
17.	Occupation certificate	13.04.2026 (As per the website of DTCP)
18.	Completion Certificate	29.05.2026 (As per the website of DTCP)
19.	Offer of possession	14.05.2026 (as per page 28 of reply)

B. Facts of the complaint

4. The complainants have made the following submissions: -

- 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 complainants, 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 complainants convinced to book a residential unit/flat in the project being developed by respondent.
- II. That relying upon the assurances and representations of the respondent, the complainants agreed to buy an apartment/unit in the aforesaid project

in order to make their dream true of owning a unit in the aforesaid project. Thereby, the complainants booked a unit bearing no. 1604, 16th floor, Block/Tower No. C, having an area of 645.430 sq. ft. in the said project and paid an amount of Rs.1,31,000/- at the time of booking.

- III. That the respondent executed agreement for sale dated 24.11.2020 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.
- IV. 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.
- V. 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.
- VI. 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.

- VII. That the complainant has paid a substantial sum of Rs.22,67,977/- 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 is 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.
- VIII. 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.
- IX. 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.
- X. 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.

C. Relief sought by the complainants:

5. The complainants have sought following relief(s):
- Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges as per the Act.

6. 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:

7. The respondent vide its reply dated 13.10.2026 has contested the complaint on the following grounds:
- i. 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.
 - ii. 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. 7227 alongwith required affidavit.
 - iii. That pursuant to the application of the complainant 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. 2722 dated 24.11.2020 was executed between the complainant and the builder. The complainant is bound by the terms and conditions contained in the agreement.
 - iv. 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.

- v. 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.
- vi. 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. 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.
- vii. 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 force majeure events and conditions which were beyond the control of the builder such as: outbreak of Covid-19, ban on construction, initiation of insolvency proceedings against the builder etc.
- viii. 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.
- ix. 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.

- x. That the construction of the project is already complete and the occupation certificate for the project has been duly granted by the DTCP, Haryana on 13.04.2026. Pursuant thereto, the builder has also issued the offer of possession of the unit to the complainants on 15.05.2026. 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.
8. 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**
9. 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**
10. 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**
11. 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.

12. 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.

F. Findings on the objections raised by the respondent:

F. II Objection regarding maintainability of complaint.

13. The respondent has contended 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. For the sake of abundant caution, the present reply is being filed on behalf of M/s MRG Infrabuild LLP. However, the Authority observes that as per the documents available on the record i.e. the allotment letter and the builder buyer agreement, the name of the promoter is mentioned as MRG Infrabuild Private Limited in both. Therefore, this plea of the respondent is hereby rejected.

F.II Objection regarding force majeure conditions.

14. The respondent has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as outbreak of Covid-19, ban on construction, initiation of insolvency proceedings against the builder etc. 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 building plan approval, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession was 16.06.2024. As far as other contentions of the respondent w.r.t delay in construction of the project is concerned, the same are disallowed as firstly the orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter cannot be granted any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the reliefs sought by the complainants:

G.1 Direct the respondents to handover possession, execute conveyance deed and to pay delay possession charges as per the Act.

15. The complainants intend to continue with the project and are 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."

16. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licenced 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."

17. **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 plan approval, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 16.06.2024.

18. **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.

19. 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.
20. 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., 13.10.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
21. The definition of term 'interest' as defined under section 2(z) 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:

"(z) "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;"*

22. Therefore, interest on the delay payments from the complainants 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 complainants in case of delay possession charges.
23. 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. Therefore, in view of the findings given above, the due date of handing over of possession was 16.06.2024. The occupation certificate was granted by the concerned authority on 13.04.2026 and thereafter, the possession of the subject flat was offered to the complainants vide offer of possession letter dated 14.05.2026. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 24.11.2020 to hand over the possession within the stipulated period.
24. The Authority further observes that 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 was granted by the competent authority on 13.04.2026, whereas the respondent offered possession of the unit in question to the complainants only on 14.05.2026. So, it can be said that the complainants came to know about the occupation certificate only upon the date of offer of

possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have 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.

25. 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 respondent is established. As such, the allottee shall be paid by the promoter, interest on the paid-up amount at prescribed rate, for every month of delay from due date of possession i.e., 16.06.2024 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules and Section 19(10) of the Act.
26. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and to get the conveyance deed executed in favour of the allottee. 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. The possession of the subject unit has already been offered to the complainants after obtaining occupation certificate on 13.04.2026. Therefore, the respondent is directed to handover possession and to get the conveyance deed of the allotted unit executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

H. Directions of the authority

27. 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 function entrusted to the authority under section 34(f):

- i. The respondent/promoter is directed to pay interest to the complainants 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., 16.06.2024 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules and Section 19(10) of the Act.
- ii. The respondent/promoter is directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainants.
- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of updated statement of account.
- iv. The respondent/promoter is directed to handover possession of the flat/unit and execute conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of this order.
- v. 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 delay possession charges as per section 2(za) of the Act.

- vi. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement or provided under the Affordable Housing Policy, 2013.
28. The present complaint as well as applications, if any stand disposed of accordingly.
29. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.10.2026

