HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Lead Complaint No.:	**966 of 2025**
Date of Filing:	**07.08.2025**
First Date of Hearing:	**12.12.2025**
Date of Decision:	**13.11.2026**

S.No	Case No.	Complainant	Respondent
1.	RERA-PKL-966-2025	Ashoo Arora and Kavita Arora 177, 2nd Floor, Ashoka Enclave, Part III, Sector 35, Faridabad, Haryana, 121003.	Piyush Buildwell India Ltd. Piyush Global-I, 1st Floor, Plot No. 5, YMCA Chowk, NH-2, Main Mathura Road, Faridabad, Haryana, 121005.
2.	RERA-PKL-968-2025	Ashish Khanna and Deepa Khanna M-210, 2nd Floor, Guruharkishan Nagar, Paschim Vihar, New Delhi 110087.	Piyush Buildwell India Ltd. Piyush Global-I, 1st Floor, Plot No. 5, YMCA Chowk, NH-2, Main Mathura Road, Faridabad, Haryana, 121005.

CORAM: **Sh. Chander Shekhar** **Member**

Hearing: 5th (In both cases)
Present: - Mr. Roop Singh, Counsel for the Complainants through VC in both cases.
Respondent ex-parte vide order dated 09.10.2026.

ORDER

The above captioned complaints are being taken up together as they all have similar issues and are related to the same project of the respondent, therefore, the final order is being passed by taking facts of Complaint No. 966 of 2025 as the lead complaint.

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

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Piyush Heights, Sector 89, Faridabad.
2.	Nature of the Project	Residential
3.	RERA Registered/Not Registered	Unregistered (As per Proforma-B)
4.	Details of the Units/Plots	J-1214 (1164 sq. ft. approx.)
5.	Date of Plot Buyer Agreement	24.09.2011
6.	Due Date of Possession	24.09.2014 (As mentioned in complaint)
7.	Basic Sale Consideration/ Total Sale Consideration.	₹22,23,240/- (BSP) ₹28,79,580/- (TSC) (As per letter dated 24.09.2011 annexed with the complaint)
8.	Amount paid by the Complainant	₹27,42,755/- (As per complaint)
9.	Offer of Possession	Possession taken on 07.08.2022.

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

4. Facts of the lead complaint are that on 09.09.2011, the complainants booked an apartment in the Group Housing Project "Piyush Heights" situated in Sector 89, Faridabad, Haryana, being developed by the respondent and on 12.09.2011, the complainants were allotted a residential Flat

bearing No. J-1214 having an area of approx. 1164 sq. ft. on 12th Floor in J-Block in the said Project. A copy of the allotment letter is annexed as Annexure P-1.

5. On 24.09.2011, a Builder Buyer Agreement (BBA) was entered into between the complainants and the respondent, a copy of which is annexed as Annexure P-2. As per Clause 27(a) of the said agreement, the respondent had an obligation to handover the possession of the flat within a period of 36 months from the date of signing of the BBA, i.e. by 24.09.2014. Between 09.09.2011 and 01.02.2012, the complainants made all payments as per the payment plans provided in the agreement without making any default. Upto 01.02.2012, the complainants paid an amount of ₹27,42,755/- against the basic sale price of ₹22,23,240/-. The copy of receipts is annexed as Annexure P-3(Colly).

6. Despite making more payment than the sale consideration of the flat, the respondent promoter did not offer possession to the complainants including other allottees of J and K towers of the said project till the end of November 2018. By this time the respondent had finished only upto 85% of the construction work. Thereafter, the respondent had completely abandoned the said two towers (J and K) of the project, thereby leaving the allottees of the said two towers in lurch.

7. Thereafter, the allottees formed an association namely "Piyush Heights Residents Tower J and K Welfare Association". The allottees of J and K

towers through its association then approached this Hon'ble Authority vide Complaint No. RERA-PKL-89-2019 with a prayer to take over the said two towers (J and K) of the project and complete the remaining work left out by the respondent promoter. This Hon'ble Authority vide order dated 06.08.2019 passed in Complaint No. RERA-PKL-89-2019 while invoking Section 8 of the RE(RD) Act, 2016 allowed the Tower J and K Association to take over towers J and K of the project "Piyush Heights" for completion and handing over possession to the respective allottees of the project. Further, this Hon'ble Authority was monitoring the progress of the project as being apprised by the Tower J and K Association from time to time till the date when the Complaint No. 89 of 2019 was finally disposed of on 20.10.2022. Vide order dated 28.10.2021 passed in Complaint No. 89 of 2019, this Hon'ble Authority allowed the Tower J and K Association to handover possession of apartments to individual allottees of J and K towers of the said project.

8. The complainants approached this Authority seeking necessary direction to the Tower J and K Association to hand over the possession of the complainants' apartment. This Hon'ble Authority vide its order dated 31.05.2022 directed the Tower J and K Association to hand over the possession of the complainants' apartment on '*as is and where is basis*'. On 07.08.2022, the complainants were handed over the possession of their apartment by the Tower J and K Association in compliance with the order of this Hon'ble Authority

dated 31.05.2022. When the complainants obtained the possession of the apartment, no internal work was carried out by the respondent promoter as the respondent did not finish the internal work when it actually abandoned the towers J and K in the year 2018. The complainants had no choice but to take over possession of the apartment on '*as and where is basis*" and the complainants have suffered a huge loss on account of the internal work not completed by the respondent even after taking more payment than the total sale consideration of the apartment. Copy of the relevant orders along with possession letter is annexed as Annexures P-4 to P-7.

9. As per Clause 27(a) of the Builder Buyer Agreement (BBA), the respondent promoter had an obligation to handover the possession of the complainant's apartment within a period of 36 months from the date of signing of the BBA, i.e. by 24.09.2014. Further, a grace period of 6 months was also provided for, therefore, the possession of the apartment became due on 24.03.2015. There was a complete failure on the part of the respondent in handing over the possession of the apartment on time. Therefore, the respondent is liable for payment of interest on account of delay in handing over possession of the apartment from the deemed date of possession, i.e. 24.09.2014, to the date of handing over possession of the apartment, i.e. 07.08.2022.

10. Further, even after multiple directions of this Hon'ble Authority regarding execution of conveyance deed in Complaint No. 89 of 2019, the

respondent promoter has failed to execute the conveyance deed in favour of the complainants. Hence, the present complaint has been filed.

C. RELIEF SOUGHT

11. In view of the facts mentioned above, the complainants have prayed for the following relief(s):-

i. To direct the respondent to pay the interest on account of delay in delivery of the possession to the complainants from 24.09.2014 to 07.08.2022 as per Section 18 of the Real Estate (Regulation and Development) Act, 2016, and at the rate as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Amendment Rules, 2019;

ii. To direct the respondent to execute a registered conveyance deed in favour of the complainants without demanding any additional charges under any head whatsoever;

iii. To direct the respondent not to demand any other charges from the complainants under any head whatsoever including payment of interest; and

iv. Any other relief(s) which this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

F. REPLY SUBMITTED ON BEHALF OF RESPONDENT

12. No reply was filed by the respondent in both the complaints despite being granted multiple opportunities following which the respondent was proceeded ex-parte vide interim order dated 09.10.2026 in both the complaints.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

13. During the course of arguments, learned counsel for the complainants reiterated the arguments as were submitted in both the complaints.

14. Neither anyone has appeared on behalf of the respondent company for arguments nor any detailed reply has been filed. Therefore, in view of consecutive non appearances and non filing of the reply, the right of defence of the respondent was accordingly struck off vide order dated 09.10.2026 and the respondent company was ordered to be proceeded ex-parte.

H. ISSUES FOR ADJUDICATION

15. Whether the complainants are entitled to get delay interest in terms of Section 18 of RE(RD) Act, 2016 and get the conveyance deed executed?

I. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

16. The Authority has carefully considered the submissions made by the complainants. In the light of the background of the matter as recorded in this

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

i. On perusal of the record available, it is observed that the complainant entered into a Builder Buyer Agreement with the respondent on 24.09.2011 and paid a total sum of ₹27,42,755/- against the unit cost of ₹28,79,580/- as per the receipts available on record. Letter dated 24.09.2011 annexed with the complaint mentions the basic sale price of the unit/flat as ₹22,23,240/- and the total sale consideration as ₹28,79,580/-. Therefore, the total sale consideration amount of ₹28,79,580/- is being considered for the adjudication of the present complaint.

ii. No reply has been filed by the respondent despite being granted adequate opportunity. The respondents were accordingly proceeded ex-parte vide order dated 09.10.2026. Therefore, in absence of any reply of defence by the respondent, the Authority shall proceed on the basis of the record available.

iii. The primary concern of the complainants in the present case is with regard to the delay caused in the handing over of the possession by the respondent. The complainants have stated that the possession was handed over to the complainants on 07.08.2022 by the Piyush Heights Residents Tower J and K Welfare Association in compliance of the orders passed in Complaint No.

89 of 2019 involving the aforesaid welfare association and the respondent herein.

iv. On perusal of Clause 27(a) of the Builder Buyer Agreement, it is observed that the possession of the unit/flat was to be handed over to the complainants within 36 months from the date of signing of the agreement or within an extended period of 6 months. Therefore, the deemed date of possession calculated from the date of signing of the BBA i.e from 24.09.2011 comes to 24.03.2015.

v. It is further observed that the respondent failed to hand over the possession of the allotted unit within the stipulated contractual period. Rather, possession was ultimately handed over to the complainants by the Piyush Heights Residents Tower J and K Welfare Association on 07.08.2022, in compliance with the directions passed in Complaint No. 89 of 2019.

vi. With regard to the delay in handing over possession and the non-execution of the conveyance deed in favour of the complainants, no explanation or defence has been placed on record by the respondent. The allegations and documentary material relied upon by the complainants have, therefore, remained unrebutted.

vii. A cumulative consideration of the facts and circumstances of the case reveals a clear lapse on the part of the respondent in fulfilling its contractual obligations towards the complainants. It is

pertinent to mention that the respondents having been proceeded ex-parte does not dispense with the requirement of establishing the complainant's entitlement to the relief claimed. The Authority has, therefore, independently examined the documentary evidence available on record and the submissions advanced on behalf of the complainants. Upon such examination, the Authority finds that the material on record sufficiently establishes the grievance of the complainants regarding the delay in delivery of possession and the respondent's failure to fulfil its contractual obligations. The complainants, having entered into the agreement for purchase of the allotted unit and having made substantial payments towards the sale consideration, are entitled to seek enforcement of the promoters obligations in accordance with the provisions of the RE(RD) Act, 2016.

viii. Keeping in view the aforesaid facts and submissions, the Authority observes that the respondent was under a contractual and statutory obligation to deliver possession of the booked unit to the complainants upon receipt of the complete payments. The complainants, in both the complaints have paid more than 90% of the total sale consideration, thereby substantially discharging their obligations. Thus, the complainants have performed the major part

of their contractual obligations, whereas the respondent has failed to demonstrate compliance with its corresponding obligations.

ix. It is further observed that no offer of possession has been placed on record by the respondent. Rather, possession of the units was handed over to the complainants by the Residents Welfare Association, that too pursuant to the intervention of the Authority. Further, despite being afforded adequate opportunities, the respondent has neither filed any reply nor placed on record any material to controvert the allegations of the complainants. No explanation has been furnished regarding the delay in completion of the project or the status of the project over the intervening years. In the absence of any rebuttal or contrary material from the respondent, and having regard to the substantial payments made by the complainants, the documentary evidence available on record and the respondent's failure to establish fulfilment of its contractual obligations, the Authority finds that the complainants have substantially discharged their part of the contractual obligations, whereas the respondent has failed to discharge its corresponding obligations. These circumstances clearly reflect the lapse on the part of the respondent in fulfilling its contractual and statutory obligations towards the complainants.

x. In the present lead complaint, the complainants are seeking delayed possession charges and execution of the conveyance deed in their favour. Therefore, considering the aforesaid observations and the statutory and contractual obligations of the respondents, the Authority finds it a fit case for allowing delay possession charges along with applicable interest. The complainant's claim is, therefore, held to be just and enforceable under the provisions of Section 18(1)(a) of the RE(RD) Act, 2016. Since the possession has already been handed over to the complainant and the complainants have prayed for the delay possession charges from the deemed date of possession till the date of handing over of the possession, the same shall be calculated accordingly.

xi. It is further observed that since possession of the allotted unit has already been handed over to the complainants, the relief of delayed possession charges shall be confined to the period commencing from the deemed date of possession, i.e. 24.03.2015, and ending on the date of actual handing over of possession, i.e. 07.08.2022. The amount paid by the complainants, as per available receipts is being considered for the calculation of the interest. It is clarified that the complainants shall remain liable to pay the remaining balance, if any, to the respondent along with applicable interest.

17. The term 'interest' is defined under Section 2(za) of the Act which is as under:

> *(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
>
> *Explanation.-For the purpose of this clause-*
>
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
>
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;*

18. As per the website of the State Bank of India (https://sbi.bank.in), the highest Marginal Cost of Lending Rate (MCLR) as on 13.11.2026 is 8.95%. Accordingly, in terms of HRERA rules, the prescribed rate of interest for the refund shall be MCLR + 2% = 10.95% per annum, calculated from the date of deposit of each installment until the date of actual payment.

19. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

> ***"Rule 15:*** *"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and*

(7) of section 19, the "interest at the rate prescribed" shall be the State Bank of india highest marginal cost of lending rate +2%:

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"

20. The Authority has got calculated the delay interest in both the complaints on total paid amount from the respective deemed date of possession in each case till the date of actual handing over possession at the rate of 10.95% as follows:

TABLE 1.1

Sr. No.	Complaint No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 07.08.2022
1.	HRERA-PKL-966 -2025	₹27,42,755/-	24.03.2015	₹22,16,695/-
2.	HRERA-PKL-968 -2025	₹28,47,849/-	24.04.2015	₹22,75,147/-

Further, the monthly delay interest in both the complaints has been calculated as followed:

TABLE 1.2

Sr. No.	Complaint No.	Principal Amount	Monthly Interest
1.	HRERA-PKL-966 -2025	₹27,42,755/-	₹25,508/-
2.	HRERA-PKL-968 -2025	₹28,47,849/-	₹26,485/-

21. The other relief(s) were not pressed upon by the complainants in the complaint or during the course of arguments, therefore, no observations are being made in that regard.

K. DIRECTIONS OF THE AUTHORITY

22. Hence, the Authority hereby issues the following directions under Section 37 of the RE(RD) Act, 2016, to ensure compliance with the obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act, 2016:

i. Respondent is directed to pay upfront delay interest as calculated above in Table 1.1 in this order to the complainants in the respective complaints towards delay caused in handing over the possession and execute the conveyance deed. Further, on the entire amounts paid in both the respective complaints, monthly interest as mentioned in Table 1.2 above shall be payable by the respondent to the complainants.

ii. Complainants, in both the complaints, will remain liable to pay balance consideration amount, if any, remains recoverable towards total sale consideration of the plots strictly as per terms and conditions of the Agreement, to the respondent.

iii. The rate of interest chargeable from the complainants by the respondent in case of default shall be charged at the prescribed rate

i.e. 10.95% by the respondent which is the same rate of interest which the respondent shall be liable to pay to the complainants.

iv. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017, failing which legal consequences would follow.

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

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CHANDER SHEKHAR
[MEMBER]

13.11.2026
Raghav Jain
(Law Associate)