BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**6280 of 2025**
Date of complaint	:	**04.12.2025**
Date of order	:	**18.09.2026**

Bimla Devi,
Both R/o:- 404/46, Bhim Vihar Phase 3,
Sector 103, Near Daultabad

Complainant

Versus

Mahira Buildtech Pvt Ltd.
Regd. Office at: 311-A, Global foyer
building, Golf Course Road
Sector- 43, Gurugram- 122001

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Complainant in person

Complainant

EX-PARTE 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 there under or to the allottees 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.No.	Particulars	Details
1.	Name and location of the project	"Mahira Homes" at Sector 103, Gurugram, Haryana
2.	Nature of the project	Affordable group housing colony
3.	Project area	5.4037 acres
4.	DTCP license no.	31 of 2019 dated 01.03.2019 Valid up to 28.02.2024
5.	RERA Registered/ not registered	Registration revoked by the Authority vide order dated 11.03.2024
6.	Allotment letter dated	10.03.2021 [Page 08 of complaint]
7.	Unit no.	502, Tower E [Page 08 of complaint]
8.	Unit area admeasuring	570 sq. ft. (Carpet area) [Page 08 of complaint]
9.	Date of building plan approval	29.03.2019 [As per information provided by planning branch of the Authority]
10.	Environmental clearance dated	29.01.2020 [As per information provided by planning branch of the Authority]
11.	Execution of BBA	No BBA has been observed on record
12.	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 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.*
13.	Due date of possession	29.07.2024 [Due date of possession is calculated from the date of environmental clearance i.e., 29.01.2020 being later + 6 months on account of COVID-19]
14.	Total sale consideration	Rs.23,53,300 /- [As per allotment letter on page 06 of complaint]
15.	Amount paid by the complainant	Rs.23,53,300/- [As per receipts on page 07-14 of complaint]
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

i. That the complainant has been allotted unit no. 502, comprising a 2bhk unit of type-d, situated in tower-E. The complainant was assured that possession of the aforesaid unit would be handed over in January 2024. However, despite the expiry of the said promised timeline, there has been no progress in the construction or completion of the project to date. The complainant seeks completion and delivery of the allotted 2BHK flat, along with interest for the period of delay in handing over possession.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s):

I. Pass an appropriate award directing the respondent party to pay interest at the prescribed rate of interest on delayed possession since due date of possession till date of actual possession.

5. 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

a) The Authority observes that despite due service of notice, neither anyone has appeared on behalf of respondent nor reply to the present complaint has been received on its behalf till date. In view of the above, vide proceedings dated 18.09.2025, the respondent was proceeded ex-parte.

6. 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 complainants.

E. Jurisdiction of the authority

7. 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

8. 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

9. 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.*

10. 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 relief sought by the complainants.

F.I Pass an appropriate award directing the respondent party to pay interest at the prescribed rate of interest on delayed possession since due date of possession till date of actual possession.

11. The factual matrix of case reveals that the complainants had booked a residential unit in the Affordable Group Housing project of the respondent named "Mahira Homes-103" at Sector-103, Gurugram and was allotted a unit bearing no. 502, tower – E, having carpet area of 570 sq. ft vide allotment letter dated 10.03.2021. The complainant has paid an amount of Rs. 23,53,300/- against the total sale consideration of Rs. 23,53,300/- but

even after paying the outstanding amount no agreement to sale has been executed between the parties.

12. Herein, the complainant intends to continue with the project and is seeking delay possession charges at a prescribed rate of interest on the amount already paid by him as provided under the proviso to 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."*

13. **Due date of handing over possession**: It is pertinent to mention here that the project was to be developed under the Affordable Housing Policy, 2013. However, the respondent has chosen to disregard the policy provision. Clause 1(iv) of the Affordable Housing Policy, 2013 deals with the date of possession of the unit and completion of the project. The relevant clause is reproduced as under:

> *"**1(iv)** All such projects shall be required to be necessarily completed **within 4 years from the approval of building plans or grant of environmental clearance, whichever is later**. This date shall be referred to as the "**date of commencement of project**" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project."*
>
> ***(Emphasis supplied)***

14. In the present case, the date of approval of building plans is 29.03.2019, and the date of environment clearance is 29.01.2020. The due date of handing over of possession is reckoned from the date of environment clearance being later. Therefore, the due date of handing over of possession comes out

to be 29.01.2024. Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having a completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 29.01.2024 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to the outbreak of Covid-19. As such the due date for handing over of possession comes out to be 29.07.2024.

15. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges till the date of delivery of possession to the complainant. 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, ibid. 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."*

16. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid, has determined the prescribed rate

of interest. The rate of interest, determined by the legislature, is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.

17. 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., 18.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

18. 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;"*

19. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent which is the same as is being granted to them in case of delayed possession charges.

20. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is satisfied that the respondent is in contravention of Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement.

21. It is the failure of the promoter to fulfil its obligations and responsibilities as per the 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 Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at the prescribed rate of interest i.e., @10.80% p.a. w.e.f. 29.07.2024 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

G. Directions of the authority

22. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

I. The respondent is directed to pay interest on the amount paid by the complainant at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 29.07.2024 till the offer of possession plus 2 months or actual handing over of possession, whichever is earlier.

II. The respondent is also directed to pay cost of Rs.15,000/- to the complainant as per the proceedings dated 17.04.2026.

III. The respondent/promoter shall handover possession of the flat/unit and execute conveyance deed in favour of the complainant(s) in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

IV. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

V. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the Affordable Housing Policy, 2013 as well as buyer's agreement

23. The complaint stands disposed of.

24. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 18.09.2025

HARERA
GURUGRAM