BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision: 15.07.2025

NAME OF THE BUILDER		M/s Renuka Traders Private Limited
S. No.	**Case No.**	**Case title**
1.	359-2025	Deepak Kumar Vs Renuka Traders Pvt. Ltd
2.	459-2025	Mini Sharma and Rishi Sharma Vs Renuka Traders Pvt. Ltd
3.	695-2025	Anuj Kumar Sharma and Babita Sharma Vs Renuka Traders Pvt. Ltd
4.	696-2025	Ram Singh Vs Renuka Traders Pvt. Ltd.
5.	667-2025	Lyuba Sharma Vs Renuka Traders Pvt. Ltd.
6.	792-2025	Hemlata Tyagi and Manish Kumar Tyagi Vs Renuka Traders Pvt. Ltd.

CORAM:	
Shri Arun Kumar	Chairman
Shri Ashok Sangwan	Member
APPEARANCE:	
Sh. Kanish Bangia	Advocate for the complainant
Sh. Shubham Mishra	Advocate for the respondent

ORDER

1. The above complaints have 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 provision of the Act or the Rules and regulations made there under or to the allottees 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, "Aashiyara" situated at Sector-37C, Gurugram being developed by the respondent/promoter i.e., Renuka Traders Private Limited. The issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Complaint No., Case Title, and Date of filing of complaint	Reply status	Unit No.	Date of execution of agreement for sale	Due date of possession, offer of possession	Total Consideration / Total Amount paid by the complainants (In Rs.)	Relief Sought
1.	CR/359/2025 Case titled as Deepak Kumar VS Renuka Traders Private Limited	Reply received on 26.06.2025	401, 4th floor, tower /block: T8 [Page no. 37 of	08.01.2021 (page 33 of complaint)	31.01.2023 (as per possession clause page 43 of complaint)	TSC: - Rs.22,34,014/- [page no. 38 of complaint] AP: - Rs.23,45,717/-	1. Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 401, Fourth Floor, Block/Tower- T8, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of the possession for

	D.O.F: 11.02.2025		compl aint] Area: 548.921 sq. ft		**Offer of possession**: not offered	[page 29 of complaint]	certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit. 2. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the Complainant has paid Rs. 23,45,737/-against the total sales consideration of the said unit i.e., Rs. 22,34,014/-. **3.**It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon. **4.**It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the Complainant of the said unit 5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant. 6.Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications. 7.Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony.

							9.Direct the respondent to provide RCC chajja on the top floor buildings. **10.**Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART II. **11.** Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.
2.	CR/459/2025 Mini sharma and Rishi Sharma V/s Renuka Traders Pvt. Ltd. Date of Filing of complaint - 14.02.2025	Reply received on 12.06.2025	1201, 12th floor, tower /block: T11 [Page no. 39 of compl aint] Area: 548.921 sq.ft.	11.07.2019 (page 37 of complaint)	31.07.2023 (as per possession clause page 46 of complaint including extension of 6 months in lieu of Covid) **Offer of possession:** not offered	TSC: - Rs.22,34,014/- [page no. 40 of complaint] AP: - Rs.23,53,462/- [page 29 of complaint]	1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 1201, twelfth Floor, Block/Tower- T11, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit. 2. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the Complainant has paid Rs. 23,53462/-against the total sales consideration of the said unit i.e., Rs. 22,34,014/-. **3.**It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon.

							4.It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the Complainant of the said unit **5.**Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant. **6.**Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications. **7.**Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony. **9.**Direct the respondent to provide RCC chajja on the top floor buildings. **10.**Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART II. **11.** Direct the respondent to specify us whether they are providing parking as per the amendment in the Affordable Housing Policy.
3.	CR/695/2025 Anuj Kumar Sharma and Babita Sharma	Reply received on 12.06.2025	102, 1st floor, tower /block: T11 [Page no. 37	27.09.2019 (page 36 of complaint)	31.07.2023 (as per possession clause page 46 of complai	TSC: - Rs.22,34,014/- [page no. 58 of complaint] AP: -	1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 102, first Floor, Block/Tower- T11, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of

	V/s Renuka Traders Pvt. Ltd. Date of Filing of complaint - 11.02.2025		of compl aint] Area: 578.554 sq.ft.		nt includin g extensio n of 6 months in lieu of Covid) **Offer of possess ion:** not offered	Rs.23,67,596 /- [page 29 of complaint]	the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit. 2. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the Complainant has paid Rs. 23,67,597/-against the total sales consideration of the said unit i.e., Rs. 22,59,591/-. **3.**It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon. **4.**It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the Complainant of the said unit 5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant. 6.Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications. **7.**.Direct the respondent to replace the internal wall from Ash Bricks to 9thmm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony.

							9.Direct the respondent to provide RCC chajja on the top floor buildings. **10.**Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART II. **11.** Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.
4.	CR/696/2025 Ram Singh V/s Renuka Traders Pvt. Ltd. Date of Filing of complaint - 11.02.2025	Reply received on 12.06.2025	305, 3rd floor, tower /block: T7 [Page no. 37 of complaint] Area: 548.921 sq.ft.	31.01.2020 (page 33 of complaint)	31.01.2023 (as per possession clause page 46 of complaint including extension of 6 months in lieu of Covid) **Offer of possession:** not offered	TSC: - Rs.22,34,014/- [page no. 59 of complaint] AP: - Rs.23,45,717/- [page 29 of complaint]	1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 305, third Floor, Block/Tower- T7, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit. 2. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the Complainant has paid Rs. 23,45,717/- against the total sales consideration of the said unit i.e., Rs. 22,34,014/-. **3.**It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon.

							4.It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the Complainant of the said unit. 5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant. 6.Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications. 7..Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony. **9.**Direct the respondent to provide RCC chaja on the top floor buildings. **10.**Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings submitted at HRERA form REP-PART II. **11.** Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.
Remarks: In CR No. 696-2025 the due date of possession was inadvertently mentioned as 31.01.2025 instead of 31.07.2025 as per the proceeding dated 15.07.2025.							
5.	CR/667/2025 Lyuba Verma V/s	Reply received on 12.06.2025	105, 1st floor, tower /block: T6	22.09.2020 (page 34 of complaint)	31.01.2023 (as per possession clause	TSC: - Rs.22,34,014/- [page no. 61 of complaint]	1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 105, first Floor, Block/Tower- T6, 2 BHK (Type-B), with the amenities and specifications as

	Renuka Traders Pvt. Ltd. Date of Filing of complaint - 11.02.2025		[Page no. 38 of complaint] Area: 548.921 sq.ft.		page 46 of complaint including extension of 6 months in lieu of Covid) **Offer of possession: not offered**	AP: - Rs.23,45,717/- [page 29 of complaint]	promised in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit. 2. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the Complainant has paid Rs. 23,45,717/-against the total sales consideration of the said unit i.e., Rs. 22,34,014/-. **3.**It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon. **4.**It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the Complainant of the said unit 5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant. 6.Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications. 7..Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.

							8..Direct the respondent to provide sliding doors in the balcony. **9.**Direct the respondent to provide RCC chajja on the top floor buildings. **10.**Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART II. **11.** Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.
Remarks: In 667/2025, the due date of possession was inadvertently mentioned as 31.01.2025 instead of 31.07.2025 as per the proceeding dated 15.07.2025.							
6.	CR/792/2025 Hemlata Tyagi and Manish Kumar Tyagi V/s Renuka Traders Pvt. Ltd. Date of Filing of complaint - 14.02.2025	Reply received on 12.06.2025	508, 5th floor, tower /block: T5 [Page no. 37 of compl aint] Area: 548.921 sq.ft.	11.07.2019 (page 34 of compla int)	31.07.2023 (as per possessi on clause page 44 of complai nt with an extensio n of 6 months in lieu of Covid) **Offer of possess ion:** not offered	TSC: - Rs.22,34,014/- [page no. 58 of complaint] AP: - Rs.23,45,717/- [page 29 of complaint]	1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 508, 5th Floor, Block/Tower- T5, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit. 2. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the Complainant has paid Rs. 23,45,717/-against the total sales consideration of the said unit i.e., Rs. 22,34,014/-.

							3. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon. 4. It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the Complainant of the said unit 5. Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant. 6. Direct the re spondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications. 7..Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8..**Direct the respondent to provide sliding doors in the balcony. **9.**Direct the respondent to provide RCC chajja on the top floor buildings. **10.**Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART II. **11.** Direct the respondent to specify as whether they are providing parking as per the amendment in

							the Affordable Housing Policy.

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 agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.

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. Out of the above-mentioned cases, the particulars of case ***CR/359/2025 titled as Deepak Kymar V/S Renuka Traders Pvt. Ltd.*** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Project and unit related details

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

CR/359/2025 titled as Deepak Kymar V/S Renuka Traders Pvt. Ltd.

S.No.	Heads	Information
1.	Project name and location	"Aashiyara", Sector- 37C, Gurugram.
2.	Project area	5 acres
3.	Nature of the project	Affordable Group Housing Project

4.	DTCP license no and validity status	15 of 2018 dated 13.02.2018 valid upto 12.02.2023
5.	Name of licensee	Renuka Traders Private Limited
6.	RERA Registered/ not registered	**Registered vide no. 26 of 2018 dated 28.11.2018**
7.	RERA registration valid up to	31.01.2023
8.	Unit no.	401, 4th floor, tower/block: T8 [Page no. 37 of complaint]
9.	Unit measuring	548.921 sq. ft. [page 34 of complaint]
10.	Date of execution of buyer's agreement	08.01.2021 (page 33 of complaint)
11.	Possession clause 7.1	***Schedule for possession of the said Unit/ Apartment - is on or before 31-Jan-2023***. The Promoter agrees and understands that timely delivery of possession of the Unit/ Apartment along with parking (if applicable) to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit/ Apartment along with parking (if applicable) as per agreed terms and conditions unless there is delay due to "Force Majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time

		for delivery of possession of the Unit/ Apartment. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within ninety days. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
12.	Due date of possession	31.01.2023 (as per possession clause page 43 of complaint)
13.	Payment plan	Time linked payment Plan [Page no. 59 of complaint]
14.	Total consideration	Rs.22,34,014/- [page no. 38 of complaint]
15.	Total amount paid by the complainant	Rs.23,45,717/- [page 29 of complaint]
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainants have made the following submissions: -

I. That in the year 2019, the real estate project "Aashiyara" situated at the revenue estate of Village Gadauli Khurd, Sector 37C, in sub-tehsil Kadipur & District Gurugram, Haryana [hereinafter referred to as "Project"] came to the knowledge of the complainant, through the authorized marketing representatives of the respondent, making tall claims, assurances, and warranties in regard to the project being developed by it, lured by the claims, the complainant convinced to book a residential unit/flat in the project being developed by respondent.

II. That the representatives of the respondent further represented that various sizes of the units are available in project keeping under consideration the different financial capacity of the customers. It was further represented that since the project is primarily characterized under the affordable group housing scheme, 2013 of the Haryana Government, hence the complete and easy financial assistance are being offered by various NBFC's and banking companies as well.

III. That relying upon the assurances and representations of the respondent, the complainant agreed to buy an apartment/unit in the aforesaid project in order to make his dream true of owing a unit in the aforesaid project. Thereby, the complainant booked a unit bearing no. 401, 4th Floor, Block/Tower No. T8, 2 BHK TYPE B, having an area of 548.921 sq. ft. in the said project and paid an amount of Rs. 1,11,500/- at the time of booking.

IV. That the respondent executed agreement for sale dated **08.01.2021** 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 7.1 of the Agreement for sale, i.e., on or before 31.01.2023**. 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.

V. That the respondents, however, merely offered vague assurances that the apartment would be delivered as per the dates stipulated in the agreement, without addressing the evident lack of progress on the site. Despite these repeated promises, the respondents continuously failed and neglected to deliver possession of the apartment within the agreed-upon timeline, causing considerable distress and frustration for the complainant, who had acted in good faith based on the respondents' assurances. This delay not only impacted the Complainant's plans for securing accommodation but also led to financial strain due to the prolonged waiting period.

VI. 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 31.01.2023, 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.

VII. That the complainant have paid a substantial sum of Rs. 23,45,717/- being more than 99% of the total sale price i.e., Rs. 22,34,014/-.

VIII. That the respondent deliberately delayed the construction of the project and misused the complainant's hard-earned money, thereby causing them financial and mental harassment. In the present case, the respondent intentionally and with malafide intent delayed the delivery of the apartment in order to extract more money from the complainant.

C. Relief sought by the complainants:

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

i. **Allow the complaint, directing the respondent to hand over the possession of the apartment, i.e., 401, Fourth Floor, Block/Tower- T8, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit.**

ii. **Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent in spite of the fact that the complainant has paid Rs. 23,45,717/-against the total sales consideration of the said unit i.e., Rs. 22,34,014/-.**

iii. **It is most respectfully prayed that the Authority be pleased to order the respondent not to charge anything which not the part of the payment plan as agreed upon.**

iv. **It is most respectfully prayed that the Authority be pleased to direct the respondent not to cancel the allotment of the complainant of the said unit.**

v. **Direct the respondent to get the conveyance deed executed without raising illegal demands from the complainant.**

vi. **Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications**

vii. **Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.**

viii. **Direct the respondent to provide sliding doors in the balcony.**

ix. **Direct the respondent to provide RCC chajja on the top floor buildings.**

x. **Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART H.**

xi. **Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.**

10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

11. The respondent has contested the complaint on the following grounds.

i. That the respondent was granted with the registration certificate for the subject project under section 5 of the RERA Act, on 28.11.2018, by the Haryana Real Estate Regulatory Authority in pursuant to a development of the affordable group housing project namely "AASHIYARA". The said registration is valid up to 29.07.2025, in accordance with the statutory timeline prescribed under the RERA Act.

ii. That the present complaint arose out of an allotment made to the complainant under the said project which is governed and regulated as per the Affordable Housing Policy, 2013, notified by the Government of Haryana vide Notification No. PF-27/4821 dated 19.08.2013, and amended vide Memo No. ZP-1238/AD(RA)/2018/28705 dated 08.10.2018. The respondent, M/s Renuka Traders Pvt. Ltd., is the licensed promoter of an affordable group housing project titled "**AASHIYARA**", situated in Sector 37-C, Gurugram, and has undertaken the said development strictly in compliance with the policy framework, licensing conditions, and approvals granted by the competent authorities.

iii. That it is most pertinent to mention that the complainant, desiring to purchase a house, approached the respondent and after being fully aware of the nature, category, and regulatory regime governing the project, submitted an application form dated 29.12.2020, seeking allotment of a residential flat in the said project. In the said application, the complainant expressly acknowledged

that they had independently confirmed the respondent's statutory permissions, including HARERA Registration No. 26 of 2018 dated 28.11.2018 and License No. 15 dated 13.02.2018 issued by the Director General, Town and Country Planning, Haryana, vide Endorsement No. LC-3014-PA(B)-2018/5969-80 dated 15.02.2018.

iv. That furthermore, it is submitted that along with the application form, the complainant also submitted a duly sworn affidavit (Page No. 9 of the application form) declaring that they do not own any other unit, flat, or plot in any colony developed by the Haryana Urban Development Authority (HUDA), as per the eligibility conditions stipulated under the Affordable Housing Policy, thereby affirming their qualification and eligibility under the said policy. Thus, the complainant knowingly and voluntarily opted for a unit in the project after full disclosure and without any coercion or misrepresentation.

v. That in pursuance to the application, the complainant was allotted a unit in T-8, Unit – 401, and were informed about the same vide letter dated 02.01.2021, wherein it was mentioned that the Complainant has been allotted the unit having area 548.921 sq. ft. for a total sale consideration amount of **Rs. 23,45,712/-**.

vi. That the respondent, in compliance with the applicable provisions of RERA and the Affordable Housing Policy, 2013, made consistent efforts to ensure the timely execution of the Agreement to Sale. Consequently, the said Agreement was duly executed between the parties on 08.01.2021. It is respectfully submitted that the agreement clearly defines the rights and obligations of both parties. In particular, Clause 1.2 of the agreement stipulates that the total price of the unit is **Rs. 22,34,014/-**. It is pertinent to note that the complainant has paid a total sum of **Rs. 23,45,717**, which includes the applicable service tax. Therefore, the complainant's allegation that he has paid an amount exceeding

the total sale consideration is not only incorrect but also amounts to a deliberate concealment of material facts. Such misrepresentation appears to be a blatant attempt to mislead this Hon'ble Authority and must be viewed seriously. The complainant is liable to be penalized for making such false and misleading statements.

vii. That the respondent, acting in absolute good faith and in full compliance with the terms of the agreement, submits that the complainant has consistently failed to make timely payments as per the agreed payment schedule. It is pertinent to mention that complainant's pattern, i.e., often making payments well after the due dates, clearly indicates non-compliance with the contractual obligations. Such repeated delays have led to the accrual of interest on the outstanding amounts, for which the Complainant alone is responsible.

viii. That the respondent has scrupulously complied with all statutory conditions and has obtained all requisite approvals for the project. These include approval for building plans under License No. 15 of 2018 dated 13.02.2018, Environment Clearance from the State Environment Impact Assessment Authority, Haryana, vide Memo No. SEIAA/HR/2018/1105 dated20.08.2018, and a Fire Safety Certificate for the residential towers exceeding 15 meters in height, issued by the Fire Services Department, Haryana, vide Memo No. FS/2024/1033 dated 26.09.2024.

ix. That moreover, the respondent has also filed an application for occupancy certificate for towers 1 to 11 on 11.09.2024, duly acknowledged under seal by the Director, Town & Country Planning Department, Haryana, dated16.09.2024, demonstrating the respondent's sincere efforts to achieve project completion in a lawful manner.

x. That, instead of complying with his own obligations i.e., timely payment, execution of the Agreement, and conclusion of registry, the complainant has

filed the present complaint before the authority, raising speculative and baseless demands, including unjustified claims for interest and arbitrary requests for structural modifications that are wholly alien to the Agreement and the Affordable Housing framework. The complaint is a clear attempt to mislead the Authority and to pressurize the Respondent into granting concessions that are not contractually or legally owed to them.

xi. That the respondent, being a responsible and compliant promoter under the Affordable Housing Policy, 2013, has acted with complete transparency, financial discipline, and adherence to regulatory norms, and continues to remain willing to hand over possession upon the complainant's full compliance. The present complaint, however, is not a *bonafide* grievance but a calculated litigation designed to bypass contractual obligations and to misuse the remedial jurisdiction of the Authority.

xii. That the complainant has repeatedly defaulted in making timely payments as per the agreed payment schedule. While the complainant has selectively referred to the 'targeted time-frame' for project completion in the complaint, she has conveniently failed to disclose her own.

xiii. That the complainant has repeatedly defaulted in making timely payments as per the agreed payment schedule. While the complainant has selectively referred to the 'targeted time-frame' for project completion in the complaint, she has conveniently failed to disclose her own consistent delays in fulfilling financial obligations. The respondent raised multiple demands *vide* letters dated 25.01.2021, 01.06.2021, 23.11.2021, and 27.05.2022 at different intervals. However, the complainant chose to ignore the said demands and failed to make timely payments even after the demands.

xiv. That it is respectfully submitted that the complainants themselves have failed to adhere to the timely payment schedule as stipulated under the Agreement.

The agreement between the parties is premised on a mutually enforceable understanding that timely disbursement of payments by the allottees is crucial for the uninterrupted and scheduled progress of construction activities. It is pertinent to note that even a short delay of a few months in payment by multiple allottees can severely affect the fund-flow necessary for the execution of an affordable housing project. Such projects are typically executed on a "no profit, no loss" or minimal margin basis, with financial planning intricately dependent onscheduled inflows from the allottees. Thus, any deviation from the agreed payment schedule causes a ripple effect on the working capital cycle and construction schedule of the entire project. In the present case, not only have the Complainants defaulted in making timely payments, but a number of other allottees have also failed to fulfill their respective financial obligations. These cumulative defaults have directly resulted in disruptions in the planned construction activities and have, from time to time, necessitated adjustments in the timelines originally envisaged. Therefore, in light of the foregoing, it is submitted that attributing the entirety of the delay in project completion solely to the Respondent Company is both factually erroneous and ethically untenable. The delays, in significant part, have been occasioned due to the complainants' and other allottees' own defaults, which materially affected the Respondent's ability to execute the project in accordance with the pre-determined schedule.

xv. That it is pertinent to mention that the complainant has not made any payment in a timely manner upon the issuance of demands, norwithin the stipulated time prescribed under the payment schedule. It is further submitted that several other allottees have similarly defaulted in meeting their payment obligations, which has collectively hindered and delayed the progress of

construction from time to time. In such circumstances, attributing the delays solely to the respondent is neither factually correct nor ethically justifiable.

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

13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

16. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11***
>
> .....
>
> *(4) The promoter shall-*
>
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
>
> ***Section 34-Functions of the Authority:***

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

17. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objection raised by the respondent.

F.I Objection regarding force majeure conditions.

18. In **CR No. 459/2025, 695/2025, 696/2025, 667/2025 and 792/2025,** the authority has gone through the possession clause of the agreement and observed that the promoter has proposed to hand over the possession of the subject unit on or before 31.01.2023. Therefore, the due date of possession comes out to be 31.01.2023. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to 31.07.2023.

19. In **CR No. 359/2025,** the builder buyer agreement was executed on 08.01.2021, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the designated timeframe for possession accordingly. Consequently, any extension in timeframe for handover of possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e. 31.01.2023

G. Findings on the relief sought by the complainants.

G. I Allow the complaint, directing the respondent to hand over the possession of the apartment, i.e., 401, Fourth Floor, Block/Tower-T8, 2 BHK (Type-B), with the amenities and specifications as promised in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit.

G.II Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the Complainant by the respondent in spite of the fact that the complainant has paid Rs. 23,45,717/-against the total sales consideration of the said unit i.e., Rs. 22,34,014/-.

20. The above mentioned reliefs no. G.I & G.II as sought by the complainant is being taken together and these reliefs are interconnected.

21. In the present complaint, 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.""*
> *(Emphasis supplied)*

22. Clause 7.1 of the agreement for sale dated 08.01.2021 provides for handing over of possession and is reproduced below:

> ***"Schedule for possession of the said Unit/ Apartment - is on or before 31-Jan-2023.** The Promoter agrees and understands that timely delivery of possession of the Unit/ Apartment along with parking (if applicable) to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit/ Apartment along with parking (if applicable) as per agreed terms and conditions unless there is delay due to "Force Majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the*

Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/ Apartment. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within ninety days. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement."

23. **Due date of handing over possession:** In the present case, the promoter has proposed to hand over the possession of the subject unit on or before 31.01.2023. Therefore, the due date of possession comes out to be 31.01.2023.

24. **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.

25. 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.

26. 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., 15.07.2025 is **9.10%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%.**

27. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

28. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.

29. 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 7.1 of the agreement for sale executed between the parties on 08.01.2021, the possession of the subject unit was to be delivered by 31.01.2023. It is important to note that till date respondent-promoter has not obtained occupation certificate from the

competent Authority. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 08.01.2021 to hand over the possession within the stipulated period.

30. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 31.01.2023 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.

31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainants are entitled to delay possession charges at rate of the prescribed interest @11.10% p.a. w.e.f. 31.01.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

G. III It is most respectfully prayed that the Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon.

32. As per the provisions of the Act, 2016, a promoter is bound to adhere strictly to the terms and conditions agreed upon with the allottee. Any additional charges, which are not mentioned in the builder buyer agreement cannot be unilaterally imposed upon the allottee. Therefore, respondent-promoter is directed not to charge anything which is not part of buyer agreement.

G.IV It is most respectfully prayed that the Authority be pleased to direct the respondent not to cancel the allotment of the complainant of the said unit

33. As per the documents on record it is evident that the complainant has already paid more than the agreed sale consideration. It is important to note that till date the respondent has neither obtained occupation certificate nor offered possession to the complainant. In view of the above submissions and findings the respondent is directed respondents not create any third-party rights nor cancel the allotment of the subject unit.

G. V Direct the respondent to get the conveyance deed executed without raising illegal demands from the complainant.

34. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable

G. VI Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications.

G.VII Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.

G.VIII Direct the respondent to provide sliding doors in the balcony.

G.IX Direct the respondent to provide RCC chajja on the top floor buildings.

G.X Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART H.

G.XI Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.

35. The above mentioned reliefs no. G.VI, G.VII, G.VIII, G.IX, G.X & G.XI as sought by the complainant is being taken together and these reliefs are interconnected.

36. In the present case, the demand to replace MS angle door frames with wooden door frames, substitute ash brick walls with RCC walls, provide sliding balcony doors, RCC chajjas, and appropriate parking as per the amended Affordable Housing Policy, all fall within the scope of construction quality, adherence to approved plans, and promised specifications. However, to date no occupancy certificate/completion certificate has been received from the competent Authority. The promoter is advised to adhere to the sanctioned building plan and the specifications provided in the buyer agreement as well as to comply with the Affordable Housing Policy. If there are any structural defects or other defects in workmanship, quality, or provision of services within five years from the date of possession, in such cases, as per Section 14(3) of the RERA Act, 2016, the promoter shall be liable to rectify such defects without further charge, within 30 days of the intimation. If the promoter fails to do so, the allottee shall be entitled to appropriate compensation as provided under the Act.

H. Directions of the authority

37. 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 to the complainants against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 31.01.2023 till offer

of possession plus 2 months or actual handing over of possession after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier.

ii. The arrears of such interest accrued from 31.01.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainant 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

iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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.

v. The respondent is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

vi. The respondent shall not charge anything from the complainants which is not part of the agreement for sale dated 08.01.2021.

vii. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being

part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.

38. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

39. Complaint stands disposed of.

40. File be consigned to registry.

Ashok Sangwan
Member

Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.07.2025