

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

Date of decision: 29.07.2025

| NAME OF THE BUILDER | | M/s Renuka Traders Private Limited |
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| S. No. | Case No. | Case title |
| 1. | 791-2025 | Rajesh Kumar Vs Renuka Traders Pvt. Ltd |
| 2. | 546-2025 | Rohit Kumar and Keerti Vs Renuka Traders Pvt. Ltd |
| 3. | 311-2025 | Sagar Suri Vs Renuka Traders Pvt. Ltd |
| 4. | 470-2025 | Dhananjay Kumar Pandey 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

- 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 | Complain t No., Case Title, and Date of filing of complain t | Reply statu s | Unit No. | Date of execut ion of agree ment for sale | Due date of possess ion, offer of possess ion | Total Considerati on / Total Amount paid by the complainan ts (In Rs.) | Relief Sought |
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| 1. | CR/791/2025 Case titled as Rajesh Kumar VS Renuka Traders Private Limited | Not receiv ed | 102, 1st floor, tower /block: T4 [Page no. 36 of compl aint] | 01.07.2019 (page 33 of compla int) | 31.07.2023 (as per possessi on clause page 43 of complai nt includin g extensio n of 6 | TSC: - Rs.26,19,300 /- [page no. 57 of complaint] AP: - Rs.26.09.355 /- [page 29 of complaint] | 1. Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 102, 1 st Floor, Block/Tower- T4 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 |



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| | D.O.F: 14.02.202 5 | | 644.2 00 sq.ft. | | months in lieu of Covid) Offer of possession: not offered | | <p>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. 26,09,355/-against the total sales consideration of the said unit i.e., Rs. 26,19,300/-.</p> <p>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 .</p> <p>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</p> <p>5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant.</p> <p>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.</p> <p>7.Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.</p> <p>8.Direct the respondent to provide sliding doors in the balcony.</p> <p>9.Direct the respondent to provide RCC chajja on the top floor buildings.</p> <p>10.Direct the respondent to use good quality material for the</p> |
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| | | | | | | | <p>construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART II.</p> <p>11. Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.</p> |
| 2. | CR/546/2025 Case titled as Rohit Kumar and Keerti VS Renuka Traders Private Limited. Date of Filing of complaint - 14.02.2025 | Reply received on Not received | 805, 8th floor, tower /block: T9 [Page no. 39 of complaint] Area: 548.921 sq.ft. | 21.09.2020 (page 35 of complaint) | 31.07.2023 (as per possession clause page 43 of complaint including extension of 6 months in lieu of Covid) | TSC: - Rs.22,34,014 /- [page no. 61 of complaint] AP: - Rs.23,45,717 /- [page 28 of complaint] | <p>1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 805, 8th floor Floor, Block/Tower- T9, 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.</p> <p>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/-</p> <p>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.</p> <p>4.It is most respectfully prayed that this Hon'ble Authority be pleased to direct the respondent not to cancel the allotment of the</p> |



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| | | | | | | | <p>Complainant of the said unit</p> <p>5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant.</p> <p>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.</p> <p>7.Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.</p> <p>8.Direct the respondent to provide sliding doors in the balcony.</p> <p>9.Direct the respondent to provide RCC chajja on the top floor buildings.</p> <p>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 HARERA form REP-PART H.</p> <p>11. Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.</p> |
| 3. | CR/311/2025 Sagar Suri V/s Renuka Traders Pvt. Ltd. Date of Filing of complaint | Reply received on Not received | 202, 2nd floor, tower /block: T7 [Page no. 36 of complaint] | 11.07.2019 (page 33 of complaint) | 31.07.2023 (as per possession clause page 43 of complaint including | <p>TSC: - Rs.22,34,014 /- [page no. 58 complaint]</p> <p>AP: - Rs.24,77,254 /- [page 29 of complaint]</p> | <p>1.Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 202, 2nd 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.</p> |

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| | 14.02.2025 | | Area: 578.5 54 sq.ft. | extension of 6 months in lieu of Covid) Offer of possession: not offered | <p>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. 24,77,252/- against the total sales consideration of the said unit i.e., Rs. 22,59,591/-.</p> <p>3. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which is not the part of the payment plan as agreed upon.</p> <p>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.</p> <p>5. Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant.</p> <p>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.</p> <p>7. Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.</p> <p>8. Direct the respondent to provide sliding doors in the balcony.</p> <p>9. Direct the respondent to provide RCC chajja on the top floor buildings.</p> |
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| | | | | | | | <p>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.</p> <p>11. Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.</p> |
| 4 | <p>CR/470/2025</p> <p>Dhananjay Kumar Pandey V/s Renuka Traders Pvt. Ltd.</p> <p>Date of Filing of complaint - 11.02.2025</p> | <p>Reply received on</p> <p>Not received</p> | <p>801, 8th floor, tower /block: T9 [Page no. 37 of complaint]</p> <p>548.921 sq.ft..</p> | <p>15.10.2020 (page 33 of complaint)</p> | <p>31.07.2023 (as per possession clause page 43 of complaint including extension of 6 months in lieu of Covid)</p> <p>Offer of possession: not offered</p> | <p>TSC: - Rs.23,46,213/- [page no. 28 of complaint]</p> <p>AP: - Rs.23,23,372/- [page 28 of complaint]</p> | <p>1. Allow the Complaint, directing the Respondent to hand over the possession of the apartment, i.e., 801, 8th Floor, Block/Tower- T9 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.</p> <p>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. 23,23,372/- against the total sales consideration of the said unit i.e., Rs. 23,46,213/-.</p> <p>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.</p> <p>4. It is most respectfully prayed that this Hon'ble Authority be pleased to</p> |

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| | | | | | | | <p>direct the respondent not to cancel the allotment of the Complainant of the said unit</p> <p>5.Direct the Respondent to get the Conveyance Deed executed without raising illegal demands from the Complainant.</p> <p>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.</p> <p>7.Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.</p> <p>8.Direct the respondent to provide sliding doors in the balcony.</p> <p>9.Direct the respondent to provide RCC chajja on the top floor buildings.</p> <p>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 HARERA form REP-PART II.</p> <p>11. Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.</p> |
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Note: In above mentioned cases, vide proceeding dated 29.07.2025, the due date of possession is inadvertently recorded as 31.01.2023 instead of 31.07.2023.

Further, 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/791/2025 titled as Rajesh Kumar 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/791/2025 titled as Rajesh Kumar 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 |

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| 7. | RERA registration valid up to | 31.01.2023 |
| 8. | Unit no. | 102, 1 st floor, tower/block: T4 [Page no. 36 of complaint] |
| 9. | Unit measuring | 644.200 sq.ft.. [page 36 of complaint] |
| 10. | Date of execution of buyer's agreement | 01.07.2019 (page 33 of complaint) |
| 11. | Possession clause 7.1 | <i>Schedule for possession of the said Unit/ Apartment - is on or before 31-Jan-2023.</i> 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 |

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| | | 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 | 31.07.2023 (as per possession clause page 43 of complaint including grace period of 6 months in lieu of Covid) |
| 13. | Payment plan | Time linked payment Plan [Page no. 57 of complaint] |
| 14. | Total consideration | Rs.26,19,300/- [page no. 57 of complaint] |
| 15. | Total amount paid by the complainant | Rs.26.09.355/- [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 owning a unit in the aforesaid project. Thereby, the complainant booked a unit bearing no. 102, 1ST Floor, Block/Tower No. T4, 3 BHK, having an area of 578.554 sq. ft. in the said project and paid an amount of Rs. 1,30,965/- at the time of booking.
- IV. That the respondent executed agreement for sale dated **01.07.2019** 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. 26,09,355/- being more than 99% of the total sale price i.e., Rs. 26,19,300/-.
- 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):
- Allow the Complaint, directing the respondent to hand over the possession of the apartment, i.e., 102, 1st Floor, Block/Tower- T4, 3**

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. 26,09,355/-against the total sales consideration of the said unit i.e., Rs. 26,19,300/-.**
 - 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. The respondent-promoter has failed to file a reply despite several opportunities granted by the authority. It shows that the respondent is intentionally delaying the procedure of the Authority by avoiding to file the

written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondents.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

12. 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.

D.II Subject matter jurisdiction

13. 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.

14. 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.

E. Findings on the objection raised by the respondent.

E.1 Issue raised on maintainability of complaint raised by the respondent.

15. The respondent-promoter has filed an application dated 22.05.2025 seeking dismissal of the present complaint on the ground that the complainant is already a co-complainant in a collective complaint titled "Aashiyara Society vs. Renuka Traders M. Ltd." bearing Complaint No. RERA-GRG-7218-2022. It is submitted by the respondent that the collective complaint was filed by the association on behalf of approximately 97 allottees, including the present complainant, raising identical issues related to delay in possession, demand for interest, poor construction quality, and other grievances pertaining to the same project.
16. It is pertinent to note that vide order dated 27.05.2025, the Authority had already directed the association to file individual complaints in respect of certain reliefs such as delay possession charges, compensation, and other personal grievances which cannot be adjudicated collectively through an association complaint under the provisions of the RERA Act. Therefore, in light of the said direction and the nature of the reliefs sought in the present complaint, the plea taken by the respondent for dismissal stands rejected.

E.II Objection regarding force majeure conditions

17. In all the above mentioned complaints, 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.

F. Findings on the relief sought by the complainants.

F.I Allow the complaint, directing the respondent to hand over the possession of the apartment, i.e., 102, 1st Floor, Block/Tower- T4, 3 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.

F.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. 26,09,355/-against the total sales consideration of the said unit i.e., Rs. 26,19,300/-.

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

19. 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)

20. Clause 7.1 of the agreement for sale dated 01.07.2019 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."

21. **Due date of handing over possession:** 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 31.07.2023 including grace period of 6 months in lieu of Covid.
22. **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.

23. 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.
24. 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., 29.07.2025 is **8.90%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.90% (vide proceeding dated 29.07.2025, the rate of interest inadvertently recorded as 11.10%)**
25. 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;"*

26. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.90% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.
27. 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 01.07.2019, the possession of the subject unit was to be delivered by 31.07.2023 including grace period of 6 months in lieu of Covid. 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 01.07.2019 to hand over the possession within the stipulated period.
28. 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., 31.07.2023 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.

29. 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. 31.07.2023 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.

F. 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.

30. 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.

F. 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.

31. 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.

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

32. 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

F.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.

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

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

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

F.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.

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

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

34. 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.


G. Directions of the authority

35. 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):

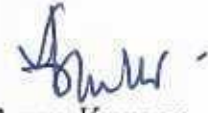
- i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.90% p.a. for every month of delay from the due date of possession i.e., 31.07.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining completion certificate/part completion certificate from the competent authority or, whichever is earlier.
- ii. The arrears of such interest accrued from 31.07.2023 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., 10.90% 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 01.07.2019.
 - 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.
36. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
37. Complaint stands disposed of.
38. File be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.07.2025