

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

Date of decision : 01.10.2025

NAME OF THE BUILDER	M/s Agrante Realty Limited.		
PROJECT NAME:	Kavyam	APPEARANCE	
1.	CR/6117/2024	Swati Jain Vs. M/s. Agrante Realty Limited	Advocate Aakash Gupta (Complainant) Advocate Sanjeev Kumar Thakur (Respondent)
2.	CR/5755/2024	Savita Vs. M/s. Agrante Realty Limited	Advocate Aakash Gupta (Complainant) Advocate Sanjeev Kumar Thakur (Respondent)

CORAM:
Ashok Sangwan

Member

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules").

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are promoters of the projects, namely, 'Kavyam" . The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to fulfil the contractual obligations as were agreed between the complainants and the respondent.
3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

Sr. No	Complaint No./Title/Date of filing	Reply Status	Unit no. & Area admeasuring	Date of allotment letter	Date of execution of agreement for sale	Due of possession	Offer of possession	Relief Sought
1.	CR/6117/2024 Swati Jain V/s Agrante Reality Limited 16.12.2024	04.07.2025	TD-1307, Floor-13 th , Tower-D Admeasuring-488.30sq.ft. [Carpet Area].	04.08.2020	16.12.2020	20.02.2024	OC-not obtained Offer-not offered SC-Rs.22,20,577 /- Paid-Rs.21,14,856/-	i. Direct the respondent to pay Delayed possession Charges from the due date i.e., 31.08.2023 till 30.11.2024. ii. Direct the respondent to complete the development of the apartment along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately. iii. Direct the respondent to



								handover the legal and rightful possession of the apartment to the complainant, after receiving all the required permissions and approvals from the competent authorities. iv. Direct the respondents to provide a definite fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the apartment. v. Direct the respondent to pay the arrears of delay of possession charges. vi. Direct the respondents not to charge anything beyond the charges stipulated in the Buyer's Agreement. vii. Direct the respondents to pay legal expenses of Rs.1,00,000/-.
2.	CR/575 5/2024 Savita V/s M/s. Agrante Reality Limited 16.12.2 024	04.07.20 25	TD-702, Floor-7 th , Tower-D Admeasu ring 488.30 sq.ft. [Carpet Area]	01.07.2 019	29.08.20 19	20.02.20 24	OC - not obtained Offer-not offered SC - Rs.23,36,030/- AP - Rs.19,12,	i. Direct the respondent to pay Delayed possession Charges from the due date i.e., 31.08.2023 till 30.11.2024. ii. Direct the



						346/-	respondent to complete the development of the apartment along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately. iii. Direct the respondent to handover the legal and rightful possession of the apartment to the complainant, after receiving all the required permissions and approvals from the competent authorities. iv. Direct the respondents to provide a definite fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the apartment. v. Direct the respondent to pay the arrears of delay of possession charges. vi. Direct the respondents not to charge anything beyond the charges stipulated in the Buyer's Agreement. vii. Direct the respondents to
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								pay legal expenses of Rs.1,00,000/-.
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4. The aforesaid complaints were filed by the complainants against the respondent on account of failure of the respondent to comply with its contractual obligations, as agreed upon.
5. The facts of all the complaints are also similar. Out of the above-mentioned cases, the particular's of lead case **CR/6117/2024** at serial no. 1 titled as **Swati Jain Vs. M/s. Agrante Realty Limited** are being taken into consideration.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	"Kavyam", Sector- 108, Gurgaon (Phase-1)
2.	Nature of project	Affordable group housing
3.	RERA registered/not registered	Registered vide registration no. 23 of 2018 dated 22.11.2018
	Validity status	31.11.2022
	Licensed area	5 acres
4.	DTPC License no.	101 of 2017 dated 30.11.2017
	Validity status	29.11.2022
	Name of licensee	Arvinder Singh & others
	Licensed area	5 acres
5.	Unit no.	TD-1307, Floor-13 th , tower-D (As on page no. 38 of complaint)

6.	Unit area admeasuring	488.30 sq.ft. [Carpet Area] (As on page no. 38 of complaint)
7.	Allotment Letter	04.08.2020 (As on page no. 27 of reply)
8.	Agreement For Sale	16.12.2020 (As on page no. 31 of complaint)
9.	Total sale consideration	Rs.22,20,577/-
10.	Amount paid by the complainant	Rs.21,14,856/-
11.	Possession clause as per Affordable Housing Policy, 2013	1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance , whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
12.	Building plan approved on	06.07.2018 [As per project details]
13.	Environment clearance	20.08.2019
14.	Due date of possession	20.02.2024 [Calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
15.	Pre-Cancellation Notice	15.09.2022 (As on page no. 91 of complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

7. The complainant has made the following submissions in the complaint: -
- i. That in the year 2019, the respondent launched a new affordable group housing project namely "**Kavyam**" located at sector-108, Gurugram, as per the Haryana Affordable Housing Policy, 2013 the complainant booked a unit in the Affordable Housing Project namely "**Kavyam**" at Sector-108, Gurugram.
 - ii. That on believing on the representations, the complainant chose to book a unit in said project. A draw of lots was conducted on 01.08.2020 in which the complainant successfully allotted a unit bearing no. TD-1307, 13th Floor in Tower-D having a carpet area of 488.30 sq. ft. was allotted to her vide allotment letter dated 04.08.2020.
 - iii. That the Apartment Buyer Agreement was executed on 16.12.2020 between the respondents and the complainant for the purchase of the subject apartment. The total sale consideration of the apartment is Rs.22,20,577/- and the due date of handing over possession of the apartment comes out to be 31.08.2023.
 - iv. That the complainant has paid all the payable amounts as and when demanded by the respondents and a total of Rs.21,14,856/- has been paid to the respondents till date. Despite, receiving more than 95% payable amount, the respondent failed to honor the terms of the Agreement and timely deliver possession of the Apartment.

- v. That the respondent is responsible and accountable to the terms and conditions prescribed in the Apartment Buyer's Agreement and the respondent is bound to pay the interest on the deposited amount to the complainant.

C. Relief sought by the complainant

8. The complainant has sought following relief(s).
- Direct the respondent to pay Delayed possession Charges from the due date i.e., 31.08.2023 till 30.11.2024.
 - Direct the respondent to complete the development of the apartment along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.
 - Direct the respondent to handover the legal and rightful possession of the apartment to the complainant, after receiving all the required permissions and approvals from the competent authorities.
 - Direct the respondents to provide a definite fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the apartment.
 - Direct the respondent to pay the arrears of delay of possession charges.
 - Direct the respondents not to charge anything beyond the charges stipulated in the Buyer's Agreement.
 - Direct the respondents to pay legal expenses of Rs.1,00,000/-.
9. On the date of hearing, the Authority explained to the respondent/promoter about the contravention 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

10. The respondent has contested the complaint on the following grounds:-

- I. That the respondent is developing an affordable housing project namely '*Kavyam*' under Pradhan Mantri Awas Yojna (PMAY) at Sector -108 situated in Gurugram and is subject to the mandate of the Affordable housing policy issued by the DTCP Office Haryana as amended from time to time.
- II. That the complainant had booked the unit/flat bearing no. TD-1307, Tower No.- D, having a Carpet Area of 488.30 sq.ft. in the project of the respondent for a total consideration amount of Rs.22,20,577/-.
- III. That on 01.08.2020, the complainant had paid an amount of Rs.99,653/- as a booking amount and the respondent had issued an acknowledgement receipt dated 06.03.2020 for the same. Subsequently, an Allotment Letter dated 04.08.2020 was issued to the complainant by the respondent.
- IV. That the respondent issued Demand Letters as per the payment plan, and the complainant made the payment of Rs.20,12,996 /- out of the total sale consideration of Rs.22,20,577/-
- V. That pursuant to Clause 7.1 of the Agreement, the possession was slated for delivery by August 2023. However, as a result of Covid-19, the Force Majeure clause was invoked, thereby leading to an unavoidable delay in delivering the possession of the unit, which was entirely beyond the control of the respondent.
- VI. That Clause 7.1 of the Agreement provides an exemption if the delay is caused beyond the control of the respondent, such as due to force majeure, which will be excluded from the calculated time period. Due to the disruption caused during the first wave of the Covid-19

outbreak, various relief measures were granted to the Real Estate industry by the State Government. Due to the worldwide pandemic, there was general shortage of the labour and material resulting in delay and same amounting to the force majeure conditions.

- VII. That on 12.01.2017, the Environment Pollution (Prevention and Control), Authority for the National Capital Region implemented the **Graded Response Action**. The authority based on the forecast and prediction has decided that the measure put into the place for very poor/ severe category of GRAP from 15.10.2019 would be lifted because the region is expected to stay in moderate/poor category in terms of the air quality. However, same through the urgent notice put further ban from 15.10.2019 and directing to enforce poor/severe category measures under GRAP which consequently delay in the construction of the flat/unit.
- VIII. That the complainant also did not adhere to the payment schedule, the respondent sent various Demand letters dated 04.08.2020 followed by reminder dated 29.08.2020 to pay the instalment of Rs.4,02,599/- but the same has not been paid. The respondent again sent Demand letter dated 05.11.2020 to pay the last three instalment amounting to Rs.9,18,074/- followed by demand letter dated 08.01.2021 and again on 11.01.2021, but despite of all those demand and reminders, complainant gave no heed and last four instalment was not paid. However, complainant only did part payment of Rs.1,00,000/- on 11.01.2021 and Rs.2,98,000/- on 19.01.2021.
- IX. That the respondent sent reminder on 03.02.2021 to pay the due amount of Rs.7,80,026/- followed by reminder letter dated 04.03.2021, after which the complainant paid Rs.5,30,000/- on 26.05.2021 and Rs.86,113/- on 29.06.2021. That respondent at the

time of next instalment sent Demand letter dated 10.07.2021 for Rs.4,54,368/- followed by Reminder letter dated 05.08.2021 but complainant only paid part payment of Rs.2,87,776/- on 28.09.2021 and Rs.14,948/- on 04.10.2021.

- X. That the respondent sent reminder on 13.10.2021 to pay the pending due amount of Rs.1,63,856/- and complainant made part payment of Rs.93,256/-. It is also pertinent to mention here that the complainant always made the payment after the due date and in the same manner when respondent demanded Rs. 2,51,624/- against the outstanding dues through demand letter dated 10.01.2022 complainant made part payment of Rs.1,50,975/- and the complainant paid Rs.1,12,100/- on 02.11.2022. That complainant paid every instalment after passing the due date. It is also pertinent to mention here that due to late payment and delay on part of the complainant, respondent had also issued termination and pre cancellation notice dated 15.09.2022 to the complainant after which complainant clear his dues and outstanding payment.
- XI. That on 30.11.2021, the Government of the National Capital Territory (NCT) of Delhi issued directions pursuant to the Writ Petition Aditya Dubey v. Union of India and Ors., Writ Petition (Civil) No. 1135 of 2020. The Commission for Air Quality in NCT and adjoining areas convened a meeting on 21.11.2021 and issued directions under Section 5 of the Environment Protection Act, 1986. These directions include stopped the entry of trucks into NCT of Delhi, except for those carrying essential commodities, until 7th December 2021, and the closure of all GNCT offices, autonomous bodies, and other offices till 26.11.2021. Moreover, the Hon'ble Supreme Court, in its order dated 24.11.2021, imposed a ban on all construction activities within the

NCR as part of its interim order. These restrictions further contributed to the delay in construction activities, thereby impacting the timely possession of the unit.

- XII. That the project was also affected by adverse weather conditions due to bad air quality all over the NCR region which caused delays in construction activities. The respondent took all possible measures to mitigate the impact of such weather conditions, but the delays were inevitable due to the safety concerns of the labour.
- XIII. That in 2022, the Commission for Air Quality Management in National Capital Region and adjoining areas vide its order dated 29.10.22, implemented the actions under Stage-III of GRAP for Severe plus category of AQI in Delhi NCR and revoked the order of Stage-III GRAP vide its order dated 14.11.2022, in same manner the commission implemented and imposed Stage-III of GRAP through orders dated 04.12.2022, 30.12.2022, 06.01.2023, 02.11.2023, 22.12.2023, 14.01.2024, 14.11.2024, 03.01.2025 and 09.01.2025 and revoked the same through revocation orders dated 07.12.2022, 04.01.2023, 15.01.2023, 28.11.2023, 01.01.2024, 18.01.2024, 27.12.2024, 05.01.2025 and 12.01.2025 respectively, due to these reasons the construction work in Delhi NCR had stopped for approximately 129 days between 29.10.2022 to 12.01.2025. It is pertinent to mention here that Stage-III of GRAP clearly states "Enforce strict ban on construction and demolition activities in the entire NCR".
- XIV. That the possession of the unit was scheduled for August, 2023. However, due to unprecedented and unforeseen circumstances beyond the control of the respondent, such as the onset of the COVID-19 pandemic, the government-imposed moratorium period of 8

months, and various legal restrictions and bans, including construction bans due to environmental and health concerns, the completion of the project was unavoidably delayed. The combined effect of these external factors necessitated the extension of the project timeline. As a result, the delivery of possession has to be exempted from the original timeline and is reasonably be extended to March 2026. Therefore, the present complaint is premature, not maintainable, and liable to be dismissed.

E. 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.

E.I Territorial jurisdiction

12. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

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)(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;

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.

F. Findings on the relief sought by the complainant.

- F.I Direct the respondent to pay Delayed possession Charges from the due date i.e., 31.08.2023 till 30.11.2024.**
- F.II Direct the respondent to complete the development of the apartment along with all facilities and amenities like water, electricity, roads, parks, club, etc. immediately.**
- F.III Direct the respondent to handover the legal and rightful possession of the apartment to the complainant, after receiving all the required permissions and approvals from the competent authorities.**
- F.IV Direct the respondents to provide a definite fixed date of delivery of possession, as the complainant cannot be made to wait till eternity for enjoying the rights over the apartment.**
- F.V Direct the respondent to pay the arrears of delay of possession charges.**
- F.VI Direct the respondents not to charge anything beyond the charges stipulated in the Buyer's Agreement.**

15. The complainant was allotted unit no. TD-1307, on 13th Floor in tower - TD, in the project "Kavyam" by the respondent/builder for a total consideration of Rs.22,20,577/- under the Affordable Group Housing Policy 2013 vide allotment letter dated 04.08.2020. The possession of the unit was to be offered with 4 years from approval of building plans (06.07.2018) or from the date of environment clearance (20.08.2019) and whichever is later which comes out to be 20.08.2023. Further, 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 complainant is 04.08.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession comes out to be 20.02.2024. The complainant paid a sum of Rs.21,14,856/- till date.

16. The complainant is seeking delay payment charges at the prescribed rate of interest. However, proviso to section 19 (7) provides that where an allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount to charges to be paid under sub-section (6) 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.

17. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent /promoter which is the same as is being granted to the complainant in case of delay possession charges.

F.VII Direct the respondents to pay legal expenses of Rs.1,00,000/-.

19. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors. (supra)* has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

G. Directions of the authority

20. 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 offer possession to the complainant within a period of 30 days , after receiving the Occupation certificate.
- ii. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of interest i.e.,10.85% p.a. for every month of delay from the due date of possession 20.02.2024 till valid offer of possession after obtaining occupation certificate, plus two months or actual handing over of possession, whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- iii. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottee 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 allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- 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., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The benefit of six months grace period on account of Covid-19 shall be applicable to both the parties in the manner detailed herein above and no interest to be charged for the period of 25.03.2020 to 25.09.2020 from the complainant or to be paid by the respondent on account of delay for the above said Covid period.
- vi. The respondent is further directed to execute conveyance deed 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, after receiving the occupation certificate.

- vii. The respondent is directed not charge anything from the complainant which is not a part of the Buyer's Agreement.
- viii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

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

22. True certified copy of this order shall be placed in the case file of each matter.

23. File be consigned to the registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 01.10.2025

HARERA
GURUGRAM