

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

Date of filing complaint: 01.04.2025
Date of decision 11.12.2025

Ghanshyam Prasad Singh

R/o: House no.-15, Dharam Colony, Palam Vihar, Extn.,
Gurugram, Haryana - 122001

Complainant

Versus

M/s Agrante Realty Limited

Regd. Office: Unit No. 704, DLF Tower-B, Jasola New
Delhi-110025

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Sh. Aakash Gupta (Advocate)

Complainant

Sh. Brij Mohan (Advocate)

Respondent

ORDER

1. The present complaint dated 04.07.2023 has been filed by the complainant/allottee 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 to the allottees as per the agreement for sale executed inter se them.

A. Project and unit related details



2. The particulars of the project, the details of 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. N.	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
	Licensed area	31.11.2022
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.	T-A5-504, 5 th floor, Tower-A5 [Page 39 of complaint]
6.	Unit area admeasuring	512.50 sq. ft [Page 39 of complaint]
7.	Allotment dated	01.07.2019 [Page 82 of complaint]
8.	Agreement to sale	26.12.2019 (Page 32 of complaint)
9.	Possession clause as per Affordable Housing Policy, 2013	1 iv) <i>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.</i>
10.	Building plan approved on	06.07.2018 [As per project details]
11.	Environment clearance	20.08.2019



		[Taken from CR/3857/2021 dated 16.05.2024]
12.	Due date of possession	20.01.2024 Note: inadvertently mentioned as 20.08.2023 vide proceedings dated 11.12.2023. [calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later] Note: A grace period of 6 months is being allowed in lieu of force majeure conditions.
13.	Total sale consideration	Rs. 19,95,000/- (As per clause 1.3 at page 43 of complaint)
14.	Amount paid by the complainant	Rs. 20,71,472/- (As alleged by the complainant at page 12 of complaint)
15.	Pre-Cancellation Notice	15.09.2022 (Page 47 of reply)
16.	Cancellation letter	07.11.2022 (Page 46 of reply)
17.	Revocation of cancellation by respondent	10.07.2023 (Page 64 of reply)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in their complaint:
 - a. The grievance of the Complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondents in regard to the apartment no. T-A5, 504, 5th Floor under Tower no. A5, 2BHK Type I, having carpet area



- of 512.50 square feet and balcony area of 130.30 square feet in the project 'Kavyam' situated at Sector - 108, Gurugram, Haryana, bought by the Complainant paying their hard-earned money.
- b. The Respondent, Agrante Realty Limited herein after referred as (Respondent/ Developers/ Sellers/ Builders/ Promoters/ Company) are companies duly incorporated under the Companies Act, 1956 as amended up to date and are being sued through their Chairman cum Managing Director. The Respondent are carrying out business as builders, promoters and colonizers and are inter alia engaged in development and construction activities.
- c. In the builder buyer agreement (hereinafter referred to as "Agreement"), it is stated that the group companies of Respondent, Agrante Realty Limited (as mentioned in the Agreement) collectively owns and possesses land admeasuring 5 acres approximately situated at, Sector - 108, Gurugram, Haryana. The Director, Town and Country Planning Haryana, Chandigarh had granted permission vide licence bearing no. 101 of 2017 dated 30-11-2017 to Agrante Realty Limited i.e., one of the group companies of respondent, for developing a residential group housing project comprising of multi storied residential apartments to be known as 'Kavyam'.
- d. Based on the licence, the respondents collected a huge amount from gullible and naïve buyers including the complainant from 2019 onwards and kept on promising the complainant for the delivery of possession of their apartment on time as per the agreement. The

complainant had paid, the payable amounts, as and when demanded by the respondent, a total of Rs.20,71,472 /- till September, 2023 for the Apartment. But the respondents have not yet completed the construction works at the project site and have not offered the legitimate possession of the apartment to the complainant till date.

- e. The genesis of the present complaint lies in the gross indifference, refusal and failure of the various obligations on the part of the Respondents. The respondent initially enticed various customers including the complainant to pay their hard-earned money for the purchase of the apartment in the project.
- f. That on the time on executing of builder buyer agreement between the complainant and respondent, the respondent promised to deliver the possession by 31st August, 2023 to the complainant and the same was mentioned under the terms and conditions of the BBA, which is in exclusive possession of the respondent.

C. Relief sought by the complainant:

4. The complainant is seeking the following relief:
 - a. Direct the respondent to deliver legal, legitimate and lawful possession of the apartment to the complainant on time as per the provisions of the agreement, the complainant seek delay possession interest to be paid by the respondent.
5. 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:

6. The respondent contested the complaint on the following grounds: -
 - a. The respondent is developing an affordable housing Project namely 'Kavyam' under Pradhan Mantri Awas Yojna (PMAY) at Sector -108 situated in Gurugram (hereinafter referred to as "Project") and is subject to the mandate of the affordable housing policy issued by the DTCP Office Haryana as amended from time to time. The present project is duly registered with Real Estate Regulatory Authority Haryana as per rules. The Certificate of Registration issued by this Hon'ble Authority for the project. At the outset it is pertinent to mention that as per the affordable housing policy the developer is under a mandate to complete the project within a period of 4 years from the date of receipt of environmental clearance of the project including six months grace period as granted due to force majeure events (Covid-19).
 - b. The contention of the complainant regarding the non-completion of construction of the project is vehemently denied as the same is a false version to suit his case. That the respondent is in the process of applying for occupation certificates to roll out offer of possession. The total time to complete the project after adjusting the force majeure circumstances is not over and the due date for offering of possession of the units has not culminated.



- c. The complainant herein is Mr. Ghanshyam had booked the unit/flat bearing apartment No. TA5-504, Tower No.- A, having a carpet area of 512.50 square feet in the project of the respondent company namely "KAVYAM", under the affordable housing policy 2013, which is situated at Revenue estate of Village Dharampur, Sector 108, Gurgaon- 122006, Haryana for a total consideration amount of Rs. 21,21,000/-.
- d. On 04.02.2019, the Complainant had paid an amount of Rs. 1,05,758/- as a booking amount via cheque no. 512092 drawn on Syndicate Bank and the respondent had issued an acknowledgement receipt for the same. An allotment letter dated 01.07.2019 was issued to the complainant by the respondent. Thereafter, the apartment buyer agreement was executed on 26.12.2019 between the parties.
- e. The respondent issued demand letters as per the payment plan, and the complainant against the flat made the payment of Rs.19,10,646/- (exclusive of other charges i.e., parking or external electrification) out of the total sale consideration of Rs. 21,21,000/-.
- f. As per the agreement, clause 7.1 prescribes the schedule for possession of the said apartment. The relevant part of the clause is reproduced herein below for ready reference of this Hon'ble Authority:

"The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within four years from the start of construction unless there is delay or failure due to court order, government policy/guidelines, decisions, war, flood, drought, fire,



cyclone, earthquake, or any other calamity caused by the nature affecting the regular development of the Real Estate project ("Force Majeure"). If, however, the completion of the project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented".

- g. 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.
- h. The 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 amount to the force majeure condition. The policy instructions were issued vide this memo No. Misc-1025/2020/13188 dated 28.07.2020 and order dated 04.08.2020, relaxation was provided to the real estate sector in the state of Haryana by providing a moratorium of seven months for making various compliances related approval of licensed colonies and CLU permission. Further Council of Minister in its meeting on 15.06.2021



extended the moratorium for two more months and considered the zero period from 1.04.2021 to 31.05.2021.

- i. 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.
- j. The complainant also did not adhere to the payment schedule, as most of the payment made after the expiry of the due dates resulted in violation of the agreement in turn affecting the obligation of the respondent in terms of handing over the possession of the unit. It is pertinent to mention herein that the respondent sent termination notice dated 07.11.2022 and pre cancellation notice dated 15.09.2022 after demand letter dated 01.07.2022 & 02.08.2022 and reminder letter dated 02.08.2022, 20.07.2022 as complainant failed to pay the outstanding amount in timely manner. The respondent apart from various demand letters dated 01.07.2022, 30.05.2022, 10.01.2022, 10.07.2021, 11.01.2021, 06.01.2020, 03.01.2020, 01.07.2019 as per schedule sent reminders dated 18.02.2022,



11.02.2022, 27.01.2022, 10.01.2022, 13.04.2021, 11.01.2021, 05.08.2021, 02.08.2019 but complainant failed to pay the instalments & outstanding amount on time. That respondent has sent various notices, reminders, demand letters for the outstanding payment but complainant failed to pay the instalment on time. However, after sending multiple demand letters and reminder letters, the complainant did not clear his dues it is only after the respondent sent pre cancellation notice dated 15.09.2022 and termination notice 07.11.2022 complainant only paid Rs. 263075/- on 13.06.2023 despite of his outstanding dues pending for the tune of Rs. 7,93,566/- and as a goodwill gesture respondent restore the complainant's Unit vide letter dated 10.07.2023.

- k. 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.

- l. In 2022 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".
 - m. In view of the foregoing facts and circumstances, it is most respectfully prayed that this Ld. Authority may most graciously be pleased to dismiss the present complaint with costs in favour of the respondent.
7. 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 submissions made by the complainants-allottees.

E. Jurisdiction of the authority:

8. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. 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

10. 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)

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;

11. 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 complainant at a later stage.

F. Finding on objections raised by the respondent

F.1 Objections regarding Force Majeure

12. The respondent-promoter has contended that the progress of construction of the project was adversely affected on account of force majeure circumstances, inter alia, various directions/orders issued by the authorities for Environment Pollution (Prevention and Control), restrictions imposed by the Commission for Air Quality Management in NCT, as well as the nationwide lockdown and consequential disruptions arising out of the outbreak of the COVID-19 pandemic, which further resulted in acute shortage of labour.
13. It is observed that the Buyer's Agreement in the present matter was executed on 26.12.2019. As per Clause 1(iv) of the Affordable Housing Policy, the respondent-developer had proposed to hand over possession of the allotted unit within a period of four (4) years from the date of approval of the building plans or the grant of environmental clearance, whichever is later. In the present case, the date of commencement of construction is reckoned from the date of grant of environmental clearance, i.e., 20.08.2019, being the later date. Accordingly, the due date for handing over possession of the subject unit is computed as 20.08.2023.
14. It is further noted that the force majeure events as pleaded by the respondent-promoter occurred during the interregnum between the date of execution of the Buyer's Agreement and the stipulated date of

possession. Having regard to the aforesaid circumstances, which were beyond the control of the respondent-promoter and materially impacted the construction activities, this Authority is of the considered view that the respondent is entitled to a reasonable extension of time.

15. Accordingly, in view of the foregoing force majeure conditions, the Authority deems it appropriate to grant a grace period of an additional six (6) months beyond the original due date for handing over possession.

G. Findings of the Authority on relief sought by the complainant:

G.I Direct the respondent to deliver legal, legitimate and lawful possession of the apartment to the complainant on time as per the provisions of the agreement, the complainant seek delay possession interest to be paid by the respondent.

16. The complainant booked a unit T-A5-504 in the project of the respondent namely, "Kavyam" admeasuring super area of 512.50 sq. ft. for an agreed sale consideration of Rs. 19,95,000/- against which complainant allegedly paid an amount of Rs. 20,71,472/- and the respondent has failed to hand over the physical possession till date. That the complainant intend to continue with the project and is seeking delayed possession charges against the paid-up amount as provided under the 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, —

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand of the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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. In the present complaint, the complainant is seeking delayed possession charges along with interest on the amount paid. Clause 1(iv) of the Affordable Housing Policy provides for handing over of possession and is reproduced below: -

(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.

21. As per the above-mentioned possession clause, the Promoter proposed to hand over possession of the subject unit within a period of four (4) years from the date of approval of the building plans or the grant of environmental clearance, whichever occurred later. In the present case, the due date for possession is to be reckoned from the date of grant of environmental clearance, i.e., 20.08.2019. Accordingly, the stipulated period of four years expired on 20.08.2023. However, considering the force majeure circumstances as detailed in paragraph 12 to 15 of this order, the Authority has granted an additional grace period of six (6) months. Consequently, the revised due date for handing over possession stands extended to 20.01.2024.



22. The respondent, in its reply, contended that the unit allotted to the complainant was terminated vide termination letter dated 07.11.2022. However, upon perusal of the documents placed on record, it is evident that the respondent subsequently revived the said unit on 10.07.2023 pursuant to the complainant having paid a sum of Rs.2,63,075/-.

23. **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.*

24. The legislature in its wisdom in the subordinate legislation under 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.

25. 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., 11.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR +2% i.e., 10.85%.

26. 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 allottees, as the case may be.

Explanation. —For the purpose of this clause—

- (i) 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;*
- (ii) the interest payable by the promoter to the allottees 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 allottees to the promoter shall be from the date the allottees defaults in payment to the promoter till the date it is paid;"*

27. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act, by not handing over possession by the due date as per the Affordable Housing Policy. That the BBA was executed with original allottee on 26.12.2019. The due date of possession comes out as 20.01.2024. The respondent did not offer possession of the subject unit on time. It is the failure of the respondent /promoter to fulfil its obligations and responsibilities as per the Policy,2013 to hand over the possession within the stipulated period. Accordingly, the non-



compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee is liable for interest for every month of delay from due date of possession i.e., 20.01.2024 till offer of possession plus 2 months or actual handover whichever is earlier after obtaining the occupation certificate from the competent authority, as per section 18(1) of the Act 2016 read with Rule 15 of the Rules.


H. Directions of the Authority

24. 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):

- a. The respondent is directed to pay interest to the complainant against the paid-up amount of Rs.20,71,472/- at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 20.01.2024 till the date of offer of possession plus two months after obtaining the occupation certificate or actual handing over possession whichever is earlier, as per section 18(1) of the Act 2016 read with Rule 15 of the Rules.
- b. The respondent is directed to offer the valid offer of possession of the allotted unit within 2 months after obtaining occupation certificate from the competent authority. The complainant w.r.t. obligation conferred upon them under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupancy certificate.



- c. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period
 - d. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
25. Complaint stands disposed of.
26. File be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.12.2025

HARERA
GURUGRAM