

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

Date of Decision:

14.11.2025

NAME OF THE BUILDER		M/s Renuka Traders Private Limited
S. No.	Case No.	Case title
1.	CR/1644/2025	Dushyant Kaushik Vs. Renuka Traders Pvt. Ltd.
2.	CR/1679/2025	Preeti Khandelwal Vs. Renuka Traders Pvt. Ltd.
3.	CR/1724/2025	Gaurav Tiwari Vs. Renuka Traders Pvt. Ltd.
4.	CR/1783/2025	Sunil Kumar Maurya Vs. Renuka Traders Pvt. Ltd.
<b>CORAM:</b>		
Shri Arun Kumar		Chairman
<b>APPEARANCE:</b>		
Sh. Kanish Bangia		Advocate for the complainant
Sh. Shubham Mishra		Advocate for the respondent

**ORDER**

- The above complaints have 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 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 all 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	CR no. /Case Title, and Date of filing of complaint	Reply status	Unit No.	Date of execution of agreement for sale	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	Cr/1644/2025 Dushyant Kaushik Vs. Renuka Traders Private Limited  D.O.F: 01.04.2025	Reply received on 04.09.2025	402, T- 9, 4 <sup>TH</sup> floor  <b>Area:</b> 578.554 sq. ft.	21.01.2020	31.07.2023 (as per possession clause including extension of 6 months in lieu of Covid)  <b>Offer of possession: not offered</b>  <b>OC not received</b>	Rs.23,59,291/-	Rs. 20,63,198/-

2.	Cr/1679/2025 Preeti Khandelwal VS Renuka Traders Private Limited  D.O.F: 01.04.2025	Reply received on 04.09.2025	903,19 <sup>th</sup> floor, T-6  <b>Area:</b> 578.54 sq. ft.	30.12.2019	31.07.2023 (as per possession clause including extension of 6 months in lieu of Covid)  <b>Offer of possession: not offered</b>  <b>OC not received</b>	Rs.23,59,291/-	Rs. 24,78,384/-
3.	CR/1724/2025 Case titled as Gaurav Tiwari Vs. Renuka Traders Private Limited  D.O.F: 01.04.2025	Reply received on 03.09.2025	1107, T-10, 11 <sup>th</sup> floor  <b>Area:</b> 578.54 sq. ft.	08.11.2021	31.07.2023 (as per possession clause including extension of 6 months in lieu of Covid)  <b>Offer of possession: not offered</b>  <b>OC not received</b>	Rs. 23,59,291/-	Rs. 24,77,334/-
4.	CR/1783/2025 Case titled as Sunil Kumar Maurya Vs. Renuka Traders Private Limited	Reply received on 24.07.2025	705, T-9, 7 <sup>th</sup> floor  <b>Area:</b> 548.921 sq. ft.	21.09.2020	31.07.2023 (as per possession clause including extension of 6 months in lieu of Covid)  <b>Offer of possession: not offered</b>	Rs. 22,34,014/-	Rs. 23,45,717/- [Page 65 of complaint]



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/1644/2025 titled as Dushyant Kaushik Vs. Renuka Traders Private Limited** 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/1644/2025 titled as Dushyant Kaushik Vs. Renuka Traders Private Limited**

Sr. No.	Particulars	Details
1.	Project Name and Location	Aashiyara, Sector-37 C Gurugram
2.	Project area	5 acres
3	Nature of the project	Affordable group housing
4	DTCP License no and validity status	15 of 2018 dated 13.02.2018 valid upto 12.02.2023
5	RERA Registered/ not registered	26 of 2018 dated 28.11.2018 valid upto 31.01.2023
6	Unit no.	402,T- 9, 4 <sup>TH</sup> FLOOR
7	Unit area/ carpet area	578.554 sq. ft.

8	Builder buyer agreement executed on	21.01.2020
9	Possession clause 7.1	<p><b><i>Schedule for possession of the said Unit/ Apartment - is on or before 31-Jan-2023.</i></b></p> <p><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 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</i></p>

		<i>from all its obligations and liabilities under this Agreement.</i>
<b>10</b>	Due date of possession	31.07.2023 Note: - Grace period is allowed.
<b>11</b>	Total sale price of the flat	Rs.23,59,291/-
<b>12</b>	Amount paid by the complainant	Rs. 20,63,198 /-
<b>13</b>	Occupation certificate	N/A
<b>14</b>	Offer of possession	N/A

**B. Facts of the complaint:**

8. The complainant has made the following submissions in the complaint:

- i. That in the year 2019, the real estate project namely "Aashiyara", situated at Village Gadauli Khurd, Sector 37-C, Sub-Tehsil Kadipur, District Gurugram, Haryana (hereinafter referred to as the "Project"), came to the knowledge of the Complainant through authorised marketing representatives of the Respondent who made various representations and assurances regarding timely development of the Project. Induced by such representations, the Complainant decided to book a residential unit in the Project.
- ii. That the Respondent's representatives informed the Complainant that units of various sizes were available under the Affordable Group Housing Scheme, 2013 of the Government of Haryana, and further represented that financial assistance would be readily available through NBFCs and banking institutions.
- iii. That the marketing officials of the Respondent offered a site visit and represented that the Respondent had a reputation for timely

delivery of projects, and that bookings were likely to close shortly. Under such assurances, the Complainant executed the application form.

- iv. That relying upon the representations of the Respondent, the Complainant booked Unit No. 402, 4th Floor, Tower T-9, Type 2 BHK, admeasuring 578.554 sq. ft., and paid ₹1,17,963 at the time of booking.
- v. That the Agreement for Sale dated 21.01.2020 was executed between the parties in respect of the aforesaid unit. That the Complainant made payments pursuant to demand letters and expected possession by the date stipulated under Clause 7.1 of the Agreement for Sale, i.e., on or before 31.01.2023. However, during site visits, the Complainant observed significant delay in construction and raised concerns through personal visits, letters, and emails.
- vi. That despite repeated assurances from the Respondent, possession was not delivered within the stipulated period, causing financial hardship and mental distress to the Complainant.
- vii. That after waiting for more than two years beyond the committed possession date, the Complainant approached this Hon'ble Authority seeking redressal. That despite assurances of resolution by the Respondent, the issue remains unresolved.
- viii. That the Complainant repeatedly communicated with the Respondent through telephonic conversations and emails; however, the Respondent failed to address the grievance. That the Complainant has paid ₹20,63,198 towards the total sale consideration of ₹23,59,291.

- ix. That the Respondent made incorrect representations regarding the Project, causing financial loss and mental harassment to the Complainant and rendering the Respondent liable under Section 12 of the Real Estate (Regulation and Development) Act, 2016. That the conduct of the Respondent amounts to deficiency in service and unfair trade practice, entitling the Complainant to compensation.
- x. That the Respondent's actions fall within the ambit of deficiency in service and unfair trade practice under the Act and applicable rules. That the Government of Haryana notified the Affordable Housing Policy, 2013 under the Haryana Development and Regulation of Urban Areas Act, 1975 to ensure availability of affordable housing within a targeted timeframe. That the Affordable Housing Policy remains enforceable alongside the Real Estate (Regulation and Development) Act, 2016.
- xi. That the Respondent has delayed completion of the Project, resulting in financial hardship and mental distress to the Complainant. That the remedies under Section 18 of the Act apply irrespective of whether agreements were executed pre-RERA or post-RERA.
- xii. That under Sections 18(1) and 19(7) of the Act read with Rule 15 of the Haryana Rules, the Respondent is liable to pay interest for delayed possession. That the Respondent failed to keep the Complainant informed regarding delay despite repeated requests.
- xiii. That the cause of action arose when the Respondent advertised the Project, accepted booking amounts, assured possession by

31.01.2023, failed to deliver possession, and continues to subsist due to non-payment of delay interest.

***C. The complainant is seeking the following relief:***

9. The complainant has sought following relief(s):
  - a. Direct the respondent to hand over the possession of the apartment, along 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 along with interest.
  - b. 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.
  - c. 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.
  - d. Direct the respondent to get the conveyance deed executed without raising illegal demands from the complainant.
  - e. 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. Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.
  - g. Direct the respondent to provide sliding doors in the balcony.
  - h. Direct the respondent to provide RCC chajja on the top floor buildings.
  - i. 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.

- j. Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy.
10. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

***D. Reply by the respondent.***

11. The respondent has contested the complaint on the following grounds.
- i. That the Respondent Company was granted registration for the subject project under Section 5 of the Real Estate (Regulation and Development) Act, 2016 by the Haryana Real Estate Regulatory Authority on 28.11.2018 for development of an affordable group housing project namely "AASHIYARA."
  - ii. That the present complaint arises out of an allotment made to the Complainant under the aforesaid Project, which is governed by the Affordable Housing Policy, 2013 notified by the Government of Haryana vide Notification dated 19.08.2013 and subsequently amended on 08.10.2018. The Respondent, M/s Renuka Traders Pvt. Ltd., is the licensed promoter of the said project situated at Sector 37-C, Gurugram and has undertaken development strictly in compliance with the applicable policy framework, licensing conditions, and statutory approvals.
  - iii. That the Complainant, with the intention to purchase a residential unit, approached the Respondent and, after being fully apprised of the regulatory framework governing the project, submitted an Application Form dated 14.07.2019 seeking allotment of a residential flat. In the said application, the Complainant expressly acknowledged verification of statutory permissions including

- HARERA Registration No. 26 of 2018 dated 28.11.2018 and License No. 15 dated 13.02.2018 issued by the competent authority.
- iv. That along with the application form, the Complainant submitted a duly sworn affidavit declaring non-ownership of any residential unit/plot in any colony developed by HUDA, thereby affirming eligibility under the Affordable Housing Policy, 2013. The Complainant knowingly and voluntarily opted for allotment after full disclosure and without any coercion or misrepresentation.
  - v. That pursuant to the application, the Complainant was allotted Unit No. 402, Tower T-9 vide letter dated 30.12.2019, having an area of 578.554 sq. ft. for a sale consideration of ₹23,59,291 (exclusive of taxes). The total consideration including applicable taxes was ₹24,77,250 (Rupees Twenty-Four Lakhs Seventy-Seven Thousand Two Hundred Fifty only).
  - vi. That the Agreement for Sale was duly executed on 21.01.2020. Clause 1.2 of the Agreement stipulates the total unit price of ₹23,59,291 (exclusive of taxes). The Complainant has paid only ₹20,63,198 (Rupees Twenty Lakhs Sixty-Three Thousand One Hundred Ninety-Eight only) inclusive of taxes and remains in default of the balance consideration. The allegation that payments exceed the total sale consideration is factually incorrect and contrary to record. The Complainant has failed to discharge contractual and statutory obligations relating to timely payment.
  - vii. That the Respondent made continuous bona fide efforts to secure outstanding payments through demand letters dated 30.12.2019, 01.06.2020, 01.12.2020, 23.11.2021, and 27.05.2022 along with multiple reminder communications issued from time to time till

14.02.2025. Despite repeated opportunities, the outstanding dues remained unpaid.

- viii. That timely payment by allottees is integral to execution of affordable housing projects which operate on limited margins with financial planning dependent upon scheduled inflows. Persistent defaults by the Complainant and other allottees adversely impacted fund flow and construction scheduling, thereby necessitating adjustments in timelines. Accordingly, attributing the entire delay solely to the Respondent is factually unsustainable.
- ix. That the Respondent has complied with all statutory requirements including approval of building plans, grant of Environmental Clearance dated 20.08.2018, and issuance of Fire Safety Certificate dated 26.09.2024. That the Respondent has applied for Occupancy Certificate for Towers 1 to 11 on 11.09.2024, duly acknowledged on 16.09.2024 by the competent authority, evidencing sincere efforts towards lawful completion.
- x. That instead of fulfilling contractual obligations, the Complainant has filed the present complaint raising claims for interest and structural modifications beyond the scope of the Agreement and Affordable Housing framework.
- xi. That the Respondent has acted with transparency and regulatory compliance and remains willing to hand over possession upon payment of the balance consideration by the Complainant. That a similar complaint titled *Aashiyara Society v. Renuka Traders Pvt. Ltd.* bearing Complaint No. CC/7218/2022 concerning the same project was earlier adjudicated and disposed of by this Authority.
- That the Respondent has been making continuous bona fide efforts to complete construction and the project is presently at an

advanced stage nearing completion, with application for Occupancy Certificate already submitted. That the Complainant has consistently defaulted in making payments despite demand letters dated 01.06.2020, 01.12.2020, 01.06.2021, 23.11.2021 and 27.05.2022 along with reminders.

- xii. That the Complainant has not adhered to the stipulated payment schedule and similar defaults by other allottees collectively impacted construction progress. In such circumstances, attributing delay solely to the Respondent is unjustified.
12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the complainant. The case now proceed on merits shall based on the complainant submission.

***E. Jurisdiction of the authority***

13. 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**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana 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 completed territorial jurisdiction to deal with the present complaint.

**E. II Subject-matter jurisdiction**

15. Section 11(4)(a) of the Act 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.*

16. So, in view of the provisions of the Act of 2016 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. Findings on the objection raised by the respondent in the application.**

**F.I Objection regarding force majeure conditions.**

17. In this complaint 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.

**G. Findings on the relief sought by the complainant.**

**G. I** Direct the respondent to hand over the possession of the apartment, along 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 along with interest.

18. In the present complaint, the complainant intends to continue with the project and is 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."***

19. Clause 7.1 of the agreement for sale dated 21.01.2020 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."*

20. **Due date of handing over possession:** In the present case, the promoter has proposed to hand over the possession of the subject unit on or before 31.01.2023. Therefore, the due date of possession comes out to be 31.07.2023 including grace period of 6 months in lieu of Covid-19.
21. **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.*

22. 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.
23. 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., 14.11.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
24. 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;"*
25. 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 delayed possession charges.

26. 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 21.01.2020, the possession of the subject unit was to be delivered by 31.07.2023 including grace 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 21.01.2020 to hand over the possession within the stipulated period.
27. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @10.85% p.a. w.e.f. 31.07.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ 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. II 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.**
28. 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.III 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.**

29. 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 not create any third-party rights nor cancel the allotment of the subject unit.

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

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

**F.VII Direct the respondent to provide sliding doors in the balcony.**

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

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

31. The above-mentioned reliefs no. F.V, F.VI, F.VII, F.VIII, F.IX and F.X as sought by the complainant is being taken together and these reliefs are interconnected.
32. 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**

33. 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 complainant against the paid-up amount at the prescribed rate of 10.85% 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 whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.

- 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainant is 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., 10.85% 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 hand over possession of the subject unit to the Complainant/Allottees, upon payment of outstanding dues, if any, after obtaining the Occupancy Certificate. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainant, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.
- vi. The respondent shall not charge anything from the complainant which is not part of the agreement for sale dated 21.01.2020.
- 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.

34. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
35. Complaint stands disposed of.
36. File be consigned to registry.



Arun Kumar  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 14.11.2025**

HARERA  
GURUGRAM