

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

Complaint no.: 4291 of 2024
Date of 27.01.2026
pronouncement:

VRS Buildcon Private Limited
R/o: - 117, DLF Prime Tower, Okhla Phase-1, New
Delhi-110020.

Complainants

Versus

M/s Kashish Developers Limited.
Regd. Office at: - 87, Old A.G. Colony, Kadru, Ranchi-
834002

Respondent

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Ms. Jyoti Kaushik (Advocate)
Sh. Om Parkash Singh (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainants/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 provisions of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details.

2. The particulars of unit details, sale consideration, the amount paid by the complainants, 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	"Manor One", sector- 111, Gurugram
2.	Project area	14.843 Acres
3.	Nature of the project	Group Housing Colony
4.	DTCP License no. & validity status	110 of 2011 dated 16.12.2011 valid up to 13.12.2029
5.	Name of Licensee	Vinman Construction Pvt. Ltd. and 4 others
6.	RERA Registered/ not registered	Registered vide no. 58 of 2019 dated 24.09.2019 valid up to 31.12.2021
7.	Extension of RERA registration	PROJECT CONTINUATION-RC/REP/HARERA/GGM/ 58 of 2019/7(3)/2022/11 dated 22.11.2022 valid up to 30.06.2027
8.	Plot no.	C1- GB, Ground floor & Block/tower -C1 (As per page no. 31 of the complaint)
9.	Unit admeasuring	1498.13 sq. ft. (Super Area) (As per page no. 31 of the complaint)
10.	Date of execution of agreement for sale	03.04.2024 (As per page no. 26 of the complaint)
11.	Allotment letter	02.05.2024 (As per page no. 23 of the complaint)
12.	Possession clause	7. POSSESSION OF THE APARTMENT: 7.1 Schedule for possession of the Apartment: <i>The promoter agrees and understands that timely delivery of possession of this apartment to the allottee is the essence of the agreement subject to condition that the allottee has paid the instalments to the promoter in timely manner. It is clarified that the timely construction of the project like</i>



		<p><i>high-rise/group housing cannot be achieved unless all the buyers have made timely payment of instalments to the promoter to enable the promoter to utilize the funds collected towards the construction of the project and making payment of dues to DTCP.</i></p> <p><i>Subject to the above and force majeure, the promoter assures to hand over possession of the apartment with all specifications, amenities and facilities of the apartment in place within validity of RERA registration of the project i.e., 30.06.2027 or any extensions thereof unless there is failure due to court litigation, court stay, Govt. orders, war, flood, drought, fire, cyclone, earthquake, famine, plague, epidemics, pandemics or any other calamities caused by nature affecting the natural development of the real estate project ("Force Majeure").</i></p> <p><i>(As per page no. 36 of the complaint)</i></p>
13.	Due date of possession	<p>As per the possession clause of the Buyer's Agreement dated 03.04.2024, the due date of possession is stated as 30.06.2027. However, the Buyer's Agreement for the subject unit was originally executed in the year 2012 and as per the terms and conditions of the said original agreement, the due date of possession was 31.03.2016, which fact is admitted by both parties. Therefore, the due date of possession shall be considered as 31.03.2016.</p>
14.	Total sale consideration	<p>Rs.1,71,82,450/- (As per payment schedule on page no. 52 of the complaint)</p>
15.	Total amount paid by the complainant	<p>Rs.87,61,657/- (As per applicant ledger dated 23.08.2024 on page no. 56 of the complaint)</p>

16.	Occupation certificate	14.11.2025
17.	Offer of possession	Not offered
18.	Cancellation letter	10.01.2024 (As per page no. 25 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions:-

- I. That on the Advertisement by “M/s **Kashish Developers Limited**” the promoter, the applicant collected a copy of the performa application and applied 3 BHK+S apartment/flat in the Residential Group Housing project “**Manor One**” located at Sector-111, Gurugram, Haryana.
- II. That the complainant approached to the respondent for booking of an apartment in Group Housing Project “**Manor One**”, Sector- 111, Gurugram, Haryana and paid booking amount Rs 12,55,000/- through cheques no. 097957 dated 07.10.2012.
- III. That the complainant was allotted the apartment no. C1-GB, 3BHK-S, Ground Floor in tower-C1, admeasuring 2475 Sq. ft. in “**Manor One**”, Sector- 111, Gurugram, Haryana in year 2012. However, the allotment letter was issued in 2024.
- IV. That the respondent to dupe the complainant in their nefarious act even executed Builder Buyer Agreement signed Between **M/s VRS Buildcon Pvt. Ltd through authorize signatory (Complainant)** and **M/s Kashish Developers Limited** on dated 03.04.2024, just to create a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainants.

- V. That the total cost of the said apartment is Rs 1,71,82,450/- and sum of **Rs. 87,61,657/-** have already been Paid by the complainant in time bound manner.
- VI. That it is pertinent mentioned here that according to the payment proof the complainant paid a sum of **Rs 8761657/-** to the respondent and as per demand raised by respondent (more than 50% of Total Sale Consideration) and paid amount is demanded by the respondent without doing appropriate work on the said project so after extracting 50% amount which is illegal and arbitrary.
- VII. That the complainant booked the apartment in 2012. respondent confirmed the possession date as 31.03.2016 at the time of booking but respondent not execute the any builder buyer agreement till 2023. complainant regularly followed up with respondent regarding execution of BBA and expected date of possession, then the respondent confirms through an email that the possession date was 31.03.2016 and the expected date of possession as 31.12.2024 along with payment details.
- VIII. That respondent was liable to hand over the possession of the said unit before 31.03.2016 so far from completion but builder did not offer the physical legal possession till date because project is incomplete and is not getting the occupation certificate till date.
- IX. That the builder started construction work almost **12 years** ago still respondent wants more year to complete the project. 12 years of long period makes adverse effect on the construction quality of project.
- X. That the complainants have paid the above amount which comes to about 50% of the total price of the unit. But there seems to be no sign that construction of the unit would be completed, and possession would be

handed over soon, though the construction was required to be completed within 48 months from the date of commencement of project.

- XI. That the applicants/allottees have made so many requests through email and also visited the site and office of the respondents but the respondent has neither completed the construction nor applied for occupancy certificate as well as did not offer the possession of the flat though a period of more than 12 years is going to be passed.

C. Relief sought by the complainants:

4. The complainants are seeking the following reliefs:

- i. Direct the respondent to deliver immediate physical possession of the apartment no. C1-GB Ground Floor, Tower C1, 3BHK+S in a habitable condition along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.
- ii. The respondent be directed to pay delay possession charges alongwith prescribed rate of interest till the actual delivery of possession after adjusting any overdue outstanding.
- iii. Direct the respondent not to cancel the allotment on account of nonpayment of overdue outstanding until project is completed in all respect as agreed, occupancy certificate is obtained and peaceful possession is offered to the complainant.

5. 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. Application for dismissal cum Written Statement on behalf of the Respondent.

6. The respondent has contested the complaint on the following grounds by way of filing reply dated 10.07.2025:

- i. That the complainant has approached this hon'ble authority with unclean hands and has tried to mislead this Authority. The complainant has suppressed and/or mis-stated the facts and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. The complainant has mis-stating the material fact that they have been a defaulter in making timely payments and on this ground alone, the complaint is liable to be dismissed.
- ii. That having agreed to the above, at the stage of entering into the Agreement, and raising vague allegations and seeking baseless reliefs beyond the ambit of the Agreement, the complainant is blowing hot and cold at the same time which is not permissible under law. In this regard, the respondent reserves their right to refer to and rely upon decisions of the Hon'ble Supreme Court at the time of arguments, if required. Therefore, in light of the settled law, the present complaint is liable to be dismissed.
- iii. That the complainant has approached the respondent and booked the unit no. C1-GB, 3BHK+S in Tower C1, in the project "Manor One" situated at Sector-111 Gurugram.
- iv. That the original documents misplaced by the allottee and the allottee visited us for re execution of the documents with old terms and conditions. However, we confirmed it through mail dated 07.08.2024 that the due date of possession is according to the old terms conditions i.e, 31.03.2016 on the demand made by allottee. The original BBA was executed in 2012 and the re execution of BBA was done on 03.04.2024.
- v. It is submitted that the complainant deliberately kept on using dilly dallying techniques and did not agree to any of the offers made by the respondent. The complainant kept on finding one or other reasons in an attempt to not

make any further payments to the respondent, which clearly shows their malafide intentions.

- vi. That from the overall conduct of the complainant, it is clearly evident that the complainant never had any intentions of making any further payments and the respondent rigorously tried for more than 2 years to retain the complainant as valuable allottee, however, the complainant did nothing but exploited the respondent without paying amount for more than 1 year (last payment being made on 22.04.2024).
 - vii. It is submitted, when all the efforts of the respondent went in vain, the respondent finally exercised its rights under section 11 (5) of the Real Estate (Regulation & Development), Act, 2016 and Issue notice of Cancellation on dated 10.01.2024 and the respondent was well within its rights to make necessary deductions of earnest money.
 - viii. That even after that, the complainant stayed on asleep for another 2 years and has now come up before Court claiming that they were ready to make the payments but were waiting for an offer of possession from the respondent. It is submitted that the complainant not had any intentions, to make any payments, they would have made the due payments when it was actually demanded by the respondent, however, the complainant, deliberately and intentionally did not make any payment for the reasons best known to themselves.
 - ix. That there was delay in handing over the possession of the unit was earlier due to corona pandemic and later on it was due to financial crunch. We promise to handover the possession of the unit at the earliest as possible.
7. All the averments made in the complaint were denied in toto.
 8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis

of those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the Authority.

9. 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

10. 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

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

12. 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 deliver immediate physical possession of the apartment no. C1-GB Ground Floor, Tower C1, 3BHK+S in a habitable condition along with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.

F.II The respondent be directed to pay delay possession charges alongwith prescribed rate of interest till the actual delivery of possession after adjusting any overdue outstanding.

F.III Direct the respondent not to cancel the allotment on account of nonpayment of overdue outstanding until project is completed in all respect as agreed, occupancy certificate is obtained and peaceful possession is offered to the complainant.

13. The complainant was allotted the apartment no. C1-GB, 3 BHK-S, Ground Floor in Tower-C1, admeasuring 2475 sq.ft. on "Manor One", Sector-111, Gurugram, Haryana in year 2012.
14. Briefly stated, the facts are that the Buyer's Agreement for the subject unit was originally executed in the year 2012. The original documents were subsequently misplaced by the allottee. As per the terms and conditions of the said agreement, the due date of possession was 31.03.2016. Thereafter, the Buyer's Agreement was re-executed on 03.04.2024. As per the possession clause of the Buyer's Agreement dated 03.04.2024, the due date of possession comes out to be 30.06.2027. However, the complainant has taken the plea that the due date of possession should be considered as 31.03.2016, as stipulated under the earlier agreement executed in the year 2012.
15. After consideration of all the facts and circumstances, Authority is of view that it is admitted by both parties that the subject unit was originally booked by the complainant on 07.10.2012. Due to the misplacement of the original documents, a fresh agreement in respect of the same unit was executed between the parties on 03.04.2024, which was merely a re-execution of the earlier agreement and not a fresh allotment. Moreover, as per email dated 07.08.2024, the annexed document clearly mentions that due date of possession is 31.03.2016 (page 6 of written submission filed on behalf of the complainant on 30.12.2025) and same

is also admitted by the respondent. Since the rights and obligations of the parties flow from the original agreement executed in the year 2012, the complainant is entitled to delay possession charges strictly in accordance with the terms and conditions of the said agreement, reckoning the due date of possession as 31.03.2016 and not on the basis of the agreement executed in 2024.

16. Now the question arises before the Authority is whether the cancellation is valid in the eyes of law? Authority is of view that the purported cancellation of the unit by the respondent, effected prior to the execution of the re-executed agreement dated 03.04.2024, is not valid as the respondent despite alleging prior cancellation, voluntarily signed the agreement for sale for the subject unit. Such conduct amounts to affirmation of the allotment and waiver of any earlier claim of cancellation.
17. 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. Section 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)

18. **Due date of possession:** As per the possession clause of the Buyer’s Agreement dated 03.04.2024, the due date of possession is stated as 30.06.2027. However, the Buyer’s Agreement for the subject unit was originally executed in the year 2012 and as per the terms and conditions of the said original agreement, the due date of possession was 31.03.2016, which fact is admitted by both parties.

Therefore, the due date of possession shall be considered as 31.03.2016 as discussed in para 15.

19. Admissibility of delay possession charges at prescribed rate of interest:-

The complainants are seeking delay possession charges however, 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, *ibid*. 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.”

20. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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.

21. 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., 27.01.2026 is @ 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

22. The definition of term ‘interest’ as defined under Section 2(z a) 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—

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 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;”

23. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
24. 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. It is important to note that respondent builder obtained occupation certificate on 14.11.2025 but there is nothing on record which shows that respondent offered possession of the subject unit to the complainant. 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 executed in year 2012 to hand over the possession within the stipulated period.
25. 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., 31.03.2016 till valid offer of possession plus 2 months.

26. 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 @10.80% p.a. w.e.f. 31.03.2016 till valid offer of possession plus 2 months as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19 (10) of the Act. Further, the complainant is directed to take the possession of the allotted unit after making payment of outstanding dues, if any within a period of 2 months. Also, the respondent shall handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties.

G. Directions of the Authority.

27. 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 10.80% p.a. for every month of a delay from the due date of possession, i.e., 31.03.2016 till the date of offer of possession plus two months, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.



- ii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% 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.
 - iii. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
 - iv. The respondent is directed to handover the physical possession of the allotted unit to the complainant complete in all aspects of buyer's agreement.
 - v. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
28. The complaint and application, if any, stands disposed of.
29. File be consigned to registry.


Phool Singh Saini
Member


Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.01.2026