BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint No.	**1032 of 2026**
Date of filing:	**18.03.2026**
Date of order:	**14.08.2026**

Satish Jaiswal
Resident of: House No.237, Gola Road, Janipur, Gorakhpur, Uttar Pradesh – 273413. **Complainant**

Versus

M/s Renuka Traders Private Limited
Regd. Office At: - B-2/3, KH No. 8/8, Second Floor, Chattarpur Extension, New Delhi – 110074. **Respondent**

CORAM:

Shri Arun Kumar **Chairman**

APPEARANCE:

Shri Kanish Bangia (Advocate) **Complainant**
Shri Nitin Sharam (Authorized representative of respondent) **Respondent**

ORDER

1. The present complaint 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 under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se.*

A. Project and unit related details

2. 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:

S. No.	Particulars	Details
1.	Name and location of the project	"Aashiyara", Sector - 37C, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	5 Acres
4.	DTCP license no.	15 of 2018 dated 13.02.2018 valid up to 12.02.2025
5.	Name of licensee	Renuka Traders Private Limited
6.	RERA Registered/ not registered	**Registered** 26 of 2018 dated 28.11.2018 valid up to 31.01.2023
	Extension of RERA registration	RC/REP/HARERA/GGM/26 of 2018/7(3)/63/2025/05 dated 07.03.2025 valid up to **29.07.2025**
7.	Unit no.	104, 1st floor & Tower-T3 (As per clause G of BBA at page no. 35 of the complaint)
8.	Unit area	644.200 sq. ft. (Carpet Area) 85 sq. ft. (balcony area) (As per clause G of BBA at page no. 35 of the complaint)
9.	Date of execution of agreement for sale	04.07.2019 (As per page no. 31 – 64 of the complaint)
10.	Possession clause	***7. 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. **[Emphasis supplied]** (As per page no. 42 of the complaint)
11.	Due date of possession	**31.07.2023** [31.01.2023 + 6 months] (Note: As per possession clause at page 42 of complaint + 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)
12.	Payment plan	Time linked payment plan
13.	Total sale consideration	Rs.26,19,300/- (As per clause 1.2 of BBA at page no. 36 of complaint)
14.	Amount paid by the complainant	Rs.27,50,266/- (As per SOA dated 06.01.2024 at page no. 65 – 66 of complaint)
15.	Application for grant of OC	16.09.2024 (As per page no. 106 of reply)
16.	Occupation Certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions: -

a. That complainant is a respectable and law-abiding citizen of this nation. The complainant applied and booked a unit in the project of the respondent in the name and style of "Aashiyara Sector-37C (Affordable Group Housing)" situated at Village Gadauli Khurd, Sector 37C, in sub-tehsil Kadipur & District

Gurugram, Haryana and hence, fall within the definition of an Allottee under Section 2 (d) of the Real Estate (Regulation and Development) Act, 2016.

b. That in the year 2019, the real estate project "Aashiyara" situated at the revenue estate of Village Gadauli Khurd, Sector 37C, in sub-tehsil Kadipur & District Gurugram, Haryana came to the knowledge of the complainant, through the authorized marketing representatives of the respondent, making tall claims, assurances, and warranties in regard to the project being developed by it, lured by the claims, the complainant convinced to book a residential unit/flat in the project being developed by respondent.

c. That the representatives of the respondent further represented that various sizes of the units are available in project keeping under consideration the different financial capacity of the customers. It was further represented that since the project is primarily characterized under the affordable group housing scheme, 2013 of the Haryana Government, hence the complete and easy financial assistance are being offered by various NBFC's and banking companies as well.

d. That the marketing official of the respondent has further offered to the complainant that site visit can be availed by the complainant and as the opposite party is famous for complying with the timeline with complete dedication thus complainant should not miss the life time opportunity as the booking was to be closed completely in few days. The complainant was compelled to sign a blank application form under the assurance provided by the respondent's personnel.

e. That relying upon the assurances and representations of the respondent, the complainant agreed to buy an apartment/unit in the aforesaid project in order to make his dream true of owing a unit in the aforesaid project. Thereby, the complainant booked a unit bearing no. 104, 1st Floor, Block/Tower No. T3, 3

BHK, having an area of 644.200 sq. ft. in the said project and paid an amount of Rs.1,30,950/- at the time of booking.

f. That the respondent executed agreement for sale dated 04.07.2019 with the complainant for the above-mentioned unit.

g. Despite making timely payments in response to every demand letter, the complainant was hopeful of receiving possession of their apartment by the delivery date specified in the clause 7.1 of the Agreement for sale, i.e., on or before 31.01.2023. However, during regular site visits, the complainant noticed significant delays, as the construction was not progressing according to the approved plan and timeline. Concerned by this, the complainant repeatedly brought the issue to the respondents' attention through personal visits, formal letters, and emails, requesting clarity on the delay.

h. That the respondents, however, merely offered vague assurances that the apartment would be delivered as per the dates stipulated in the agreement, without addressing the evident lack of progress on the site. Despite these repeated promises, the respondents continuously failed and neglected to deliver possession of the apartment within the agreed-upon timeline, causing considerable distress and frustration for the complainant, who had acted in good faith based on the respondents' assurances. This delay not only impacted the complainant's plans for securing accommodation but also led to financial strain due to the prolonged waiting period.

i. Having lost all hope in the respondents regarding the possession of the apartment and the interest owed due to the delay of more than two years since 31.01.2023, and with their dreams of timely delivery of the flat as per the Agreement for Sale, shattered, the complainant have approached this Authority seeking redressal of their grievance.

j. The respondent's team assured the complainant that the issue would be addressed promptly. Relying on these assurances, the complainant has waited

patiently for the respondent to review and resolve the matter. Despite this, the issue remains unresolved and no improvement can be seen, causing inconvenience and uncertainty for the complainant.

k. The complainant has repeatedly tried to bring the current matter to the attention of the respondent, conveying his concerns through various telephonic conversations and emails. However, the respondent paid no heed to the requests of the complainant and took no steps to rectify the situation. This disregard for the complainant repeated attempts to resolve the issue has exacerbated the situation, causing significant financial loss and distress.

l. The complainant has paid a substantial sum of Rs.27,50,266/- being more than 99% of the total sale price i.e., Rs.26,19,300/-.

m. It is submitted that respondent provided false and incorrect statements and assurances in respect of said unit and said project and the complainant have thereby lost their hard earned money facing humiliation and harassment, physical as well as mental in the hands of respondent and therefore the respondent are liable to compensate the losses caused to the complainant due to the fraudulent and unfair trade practice on the part of respondent as per Section 12 of the RERA, 2016 and Rules thereunder.

n. That the respondent acted in a very deficient, unfair, wrongful, fraudulent manner. The respondent is therefore, liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainant due to the aforesaid illegal and wrongful acts of respondent.

o. That the respondent is guilty of deficiency in service, unfair trade practice, giving incorrect and false statement and assurance and making false commitments and promises while selling the said unit to the complainant within the purview of provisions of the RERA 2016 and applicable rules. The complainant has suffered losses on account deficiency in service, unfair trade practice, giving incorrect and false statement and assurance.

p. The Haryana Government through its Town and Country Planning Department issued Gazette notification on 19th August 2013 No. PF 27/48921. The Governor of Haryana has been pleased to notify a comprehensive Affordable Housing Policy-2013' under the provisions of Section 9 A of The Haryana Development and Regulation of Urban Areas Act, 1975 and any other corresponding statute, governing development of group housing colonies. It is a special policy, for allotment of affordable houses. The object to launch this policy is mentioned as "to encourage the planning and completion of "Group Housing Projects" wherein apartments of 'pre-defined size' were made available at 'pre-defined rates' within a 'Targeted time-frame' as prescribed under the present policy to ensure increased supply of 'Affordable Housing' in the urban housing market, to the deserving beneficiaries".

q. Although the Real Estate (Regulation and Development) Act, 2016 came into force w.e.f. 1st may, 2016. In this way, this Act came into force after aforesaid notification, even then aforesaid notification was issued for specific object as described above. While, the Real Estate (Regulation and Development) Act, 2016 is a wider act, governing development and regulation of real estates no provision of affordable housing policy is contrary to the provisions of said act and no provision of it has been repealed by the legislature. Due to all this, despite having been launched prior to the Act, being specific policy, it is still enforceable.

r. It is quite clear that the respondent deliberately delayed the construction of the project and misused the complainant's hard-earned money, thereby causing them financial and mental harassment. In the present case, the respondent intentionally and with malafide intent delayed the delivery of the apartment in order to extract more money from the complainant.

s. The definition of agreement for sale as mentioned above will cover both the pre-RERA as well as the post-RERA agreements. The claim of the Complainant is based on the remedies provided under Section 18 of the Act. Meaning thereby the operation of the provisions of the Act cannot be restricted only to the post RERA agreements.

t. The respondent is well aware that the project is over delayed and hence are liable to pay interest as per the provisions of the RERA 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. According to Sections18(1) and 19(7) of RERA 2016 read with Rule 15, the respondent is liable to pay the allottee interest for delaying the possession.

u. That the cause of action accrued in favour of the complainant and against the respondent on the date when the respondent advertised the said project, it again arose on diverse dates when the respondent accepted the booking amount after assuring the complainant that the construction will be completed by 31.01.2023, it also arose when the Respondent inordinately and unjustifiably and with no proper and reasonable legal explanation or recourse failed to provide the above said unit till date and further when the respondent has not paid the amount of interest for delayed possession of the unit in the project till date and the cause of action is still continuing and subsisting on day to day basis.

v. That the Project of the respondents are registered with the Haryana Real Estate Regulatory Authority, hence the said complaint is amenable to the territorial jurisdiction of this Authority. The delay compensation for the consideration paid by the complainant, for the unlawful loss and mental agony, falls within the pecuniary jurisdiction of this forum.

w. That the present complaint is within the prescribed period of limitation. That the complainant has not filed any other complaint before any other forum

against the erring respondents and no other case is pending in any other court of law

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

i. Allow the present complaint, directing the respondent to handover the possession of the apartment i.e., 104, First Floor, Block/ Tower -T3, 3 BHK, with the amenities and specifications as promised as mentioned in AFS in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons and not to force to deliver an incomplete unit;

ii. Direct the respondent to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent in spite of the fact that the complainant has paid Rs.27,50,266/- against the total sale consideration of the said unit i.e., Rs.26,19,300/-;

iii. Direct the respondent not to charge anything which is not part of payment plan;

iv. Direct the respondent not to cancel the allotment of the complainant of the said unit;

v. Direct the respondent to get the conveyance deed executed without raising illegal demands from the complainants;

vi. Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications.

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

viii. Direct the respondent to provide sliding doors in the balcony.

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

x. Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART H.

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

xii. Direct the respondent to provide the exact layout plan of the unit.

xiii. Pass such other or further order(s) which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.

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. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds.

i. That the respondent was granted with the registration certificate for the subject project under Section 5 of the RERA Act, on 28.11.2018, by the Haryana Real Estate Regulatory Authority in pursuant to a development of the affordable group housing project namely "AASHIYARA". The said registration is valid up to 29.07.2025, in accordance with the statutory timeline prescribed under the RERA Act.

ii. That the present complaint arose out of an allotment made to the complainant under the said project which is governed and regulated as per the Affordable Housing Policy, 2013, notified by the Government of Haryana vide Notification No. PF-27/4821 dated 19.08.2013, and amended vide Memo No. ZP-1238/AD(RA)/2018/28705 dated 08.10.2018. The respondent, M/s Renuka Traders Pvt. Ltd., is the licensed promoter of an affordable group housing project titled "AASHIYARA", situated in Sector 37-C, Gurugram, and has undertaken the said development strictly in compliance with the policy framework, licensing conditions, and approvals granted by the competent authorities.

iii. That it is most pertinent to mention that the complainant, desiring to purchase a house, approached the respondent and after being fully aware of the nature, category, and regulatory regime governing the project, submitted an application form dated 18.12.2018, seeking allotment of a residential flat in the said project. In the said application, the complainant expressly acknowledged that she had independently confirmed the respondent's statutory permissions,

including HARERA Registration No. 26 of 2018 dated 28.11.2018 and License No. 15 dated 13.02.2018 issued by the Director General, Town and Country Planning, Haryana, vide Endorsement No. LC-3014-PA(B)-2018/5969-80 dated 15.02.2018. Furthermore, it is submitted that along with the application form, the complainant also submitted a duly sworn affidavit (Page No. 9 of the application form) declaring that they do not own any other unit, flat, or plot in any colony developed by the Haryana Urban Development Authority (HUDA), as per the eligibility conditions stipulated under the Affordable Housing Policy, thereby affirming their qualification and eligibility under the said policy. Thus, the complainant knowingly and voluntarily opted for a unit in the project after full disclosure and without any coercion or misrepresentation.

iv. That in pursuance to the application, the complainant was allotted a unit in T-3, Unit – 104, and was informed about the same vide letter dated 27.06.2019, wherein it was mentioned that the complainant has been allotted the unit having area 644.200 sq. ft. for a total sale consideration amount of Rs.27,50,268/-.

v. That the respondent, in compliance with the applicable provisions of RERA and the Affordable Housing Policy, 2013, made consistent efforts to ensure the timely execution of the agreement to sale. Consequently, the said agreement was duly executed between the parties on 04.07.2019. It is respectfully submitted that the agreement clearly defines the rights and obligations of both parties. In particular, Clause 1.2 of the agreement stipulates that the total price of the unit is Rs.26,19,300/-. It is pertinent to note that the complainant has paid a total sum of Rs. 27,50,268/-, which includes the applicable service tax. Therefore, the complainant's allegation that he has paid an amount exceeding the total sale consideration is not only incorrect but also amounts to a deliberate concealment of material facts.

vi. That the complainant has failed to adhere to the timely payment schedule as stipulated under the agreement. It is pertinent to note that complainant's pattern, i.e., often making payments well after the due dates, clearly indicates non-compliance with the contractual obligations. Such repeated delays have led to the accrual of interest on the outstanding amounts, for which the complainant alone is responsible.

vii. That the complainant was liable to pay an interest of Rs.33,427/- due to its default in making timely payments. It is pertinent to state that, as a bona fide gesture, the promoter waived off the interest accrued on account of delay in payment by the allottee, at the time of allotment-cum-demand letter had been waived, amounting to Rs.9,494/-. That the balance interest amount of Rs.23,935/-, despite the earlier waiver granted as a bona fide gesture.

viii. That the respondent has scrupulously complied with all statutory conditions and has obtained all requisite approvals for the project. These include approval for building plans under License No. 15 of 2018 dated 13.02.2018, Environment Clearance from the State Environment Impact Assessment Authority, Haryana, vide Memo No. SEIAA/HR/2018/1105 dated20.08.2018, and a Fire Safety Certificate for the residential towers exceeding 15 meters in height, issued by the Fire Services Department, Haryana, vide Memo No. FS/2024/1033 dated 26.09.2024.

ix. That the respondent has also filed an application for occupancy certificate for towers 1 to 11 on 11.09.2024, duly acknowledged under seal by the Director, Town & Country Planning Department, Haryana, dated 16.09.2024, demonstrating the respondent's sincere efforts to achieve project completion in a lawful manner.

x. That the respondent, being a responsible and compliant promoter under the Affordable Housing Policy, 2013, has acted with complete transparency, financial discipline, and adherence to regulatory norms, and continues to

remain willing to hand over possession upon the complainant's full compliance. The present complaint, however, is not a bonafide grievance but a calculated litigation designed to bypass contractual obligations and to misuse the remedial jurisdiction of the Authority.

xi. That the complainant has repeatedly defaulted in making timely payments as per the agreed payment schedule. While the complainant has selectively referred to the 'targeted time-frame' for project completion in the complaint, she has conveniently failed to disclose her own consistent delays in fulfilling financial obligations. The respondent raised multiple demands *vide* letters dated 10.07.2019, 02.12.2019, 13.05.2020, 01.12.2020, 01.06.2021, 23.11.2021 and 27.05.2022 at different intervals. However, the complainant chose to ignore the said demands and failed to make timely payments even after the demands.

xii. That the complainant has not made any payment in a timely manner upon the issuance of demands, nor within the stipulated time prescribed under the payment schedule. It is further submitted that several other allottees have similarly defaulted in meeting their payment obligations, which has collectively hindered and delayed the progress of construction from time to time. In such circumstances, attributing the delays solely to the respondent is neither factually correct nor ethically justifiable.

7. All other averments made in complaint were denied in toto.

8. 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 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 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.*

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.

F. Findings on the relief sought by the complainant:

F.I Direct the respondent to handover possession and to pay delay possession charges.

F.II Direct the respondent not to charge anything which is not part of payment plan;

F.III Direct the respondent not to cancel the allotment of the complainant of the said unit;

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

F.V Pass such other or further order(s) which this Court may deem fit and proper in the facts and circumstances of the present case.

13. 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.""*
> *(Emphasis supplied)*

14. Clause 7.1 of the agreement for sale dated 04.07.2019 provides for handing over of possession and is reproduced below:

> *"**Schedule for possession of the said Unit/ Apartment - is on or before 31-Jan-2023.** The Promoter agrees and understands that timely delivery of possession of the Unit/ Apartment along with parking (if applicable) to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit/ Apartment along with parking (if applicable) as per agreed terms and conditions unless there is delay due to "Force Majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/ Apartment. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within ninety days. The promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement."*

15. **Due date of handing over possession**: As pe the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit on or before 31.01.2023. Further, an extension of 6 months is granted to

the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 31.07.2023.

16. **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.*

17. 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.

18. 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., 14.08.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

19. 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;"

20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delay possession charges.

21. 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 04.07.2019, the possession of the subject unit was to be delivered by 31.01.2023. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 31.07.2023. It is important to note that till date, the 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 04.07.2019 to hand over the possession within the stipulated period.

22. 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 shall be paid, by the promoter, interest at prescribed rate i.e. 10.80% p.a. on the amount paid, for every month of delay from the due date of possession i.e., 31.07.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

23. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and to get the conveyance deed executed in favour of the allottee. 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. However, the complainant has failed to obtain occupation certificate from the competent authority till date. In view of the above, the respondent is directed to handover possession of the flat/unit and 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, within three months after obtaining occupation certificate from the competent authority.

F.VI Direct the respondent to change the doors from MS ANGLE to wooden door frames and the main door shall be laminated from both sides as per the specifications.

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

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

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

F.X Direct the respondent to use good quality material for the construction of the project and follow 100% of the construction as per approved drawings, submitted at HRERA form REP-PART H.

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

24. The above-mentioned reliefs sought by the complainant is being taken together as these reliefs are interconnected.

25. 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 chajja, 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, till date no occupancy certificate has been received by the respondent from the competent Authority. The respondent/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.

F.XII Direct the respondent to provide the exact layout plan of the unit.

26. As per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in this Act or Rules and Regulations made thereunder or the agreement for sale signed with the promoter. Therefore, in view of the same, the respondent/promoter is directed to provide the exact layout plan of the unit in question to the complainant/allottee within a period of 1 month from the date of this order.

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 delay from the due date of possession i.e., 31.07.2023 till valid offer of possession plus 2 months after obtaining occupation certificate

from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

ii. The arrears of such interest accrued from 31.07.2023 till the date of 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 the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules.

iii. The respondent is directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainant.

iv. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of updated statement of account.

v. The respondent shall handover possession of the flat/unit and 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, within three months after obtaining occupation certificate from the competent authority.

vi. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% 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.

vii. The respondent shall not charge anything from the complainant which is not part of the agreement for sale dated 04.07.2019 or provided under the Affordable Housing Policy, 2013.

viii. The respondent is further directed to provide the exact layout plan of the unit in question to the complainant within a period of 1 month from the date of this order.

28. Complaint as well as application, if any, stand disposed of accordingly.

29. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 14.08.2026