BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 18.09.2026

NAME OF THE BUILDER		M/s Renuka Traders Private Limited	
S. No.	Case No.	Case title	APPEARANCE:
1.	CR-773-2026	Virendra Kumar Pali Vs M/s Renuka Traders Private Limited	Kanish Bangia for complainant Priya Sharma for Respondent
2.	CR-1254-2026	Suman Vashisht Vs M/s Renuka Traders Private Limited	Dharam Vashisth for complainant Priya Sharma for Respondent
3.	CR-1150-2026	Neha Singh Vs M/s Renuka Traders Private Limited	Abhay Jain for complainant Priya Sharma for Respondent

CORAM:

Arun Kumar Chairman

ORDER

1. 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., M/s Renuka Traders Private Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to possession of the units in question, execution of conveyance deed along with delay possession charges 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	Complaint 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.)	Relief Sought
1.	CR/773/2026 Case titled as Virendra Kumar Pali Vs M/s Renuka Traders Private Limited D.O.F: 12.03.2026	Reply received on 10.07.2026	604, 6th floor & Tower-9, (As per page no. 37 of the complaint) Area: 578.554 sq. ft.	21.09.2020 (As per page no. 33 of the complaint)	31.07.2023 (as per possession clause at page 43 of complaint including extension of 6 months in lieu of Covid-19)	TSC: - Rs.22,32,014/- (As per page no. 38 of complaint) AP: - Rs.23,45,712/- (As per page no. 62 of complaint)	**1.**Direct the respondent to handover possession with the amenities and specifications as promised in AFS, 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. **2.**Direct the respondent **to pay the interest on the total amount paid by the complainants** at the prescribed rate of interest as per RERA

			(Carpet Area) (As per page no. 37 of the complaint)		**Offer of possession**: Not offered		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.23,45,716/- against the total sale consideration of the said unit i.e., Rs.22,34,014/-. **3.**Direct the respondent **not to charge anything which is not part of payment plan.** **4.**Direct the respondent **not to cancel the allotment** of the complainant of the unit. **5.** Direct the respondent **to get the conveyance deed** executed without raising illegal demands from the complainant. **6.**Direct the respondent to change the doors from MS ANGLE to wooden door frames and lamination of the main door from both sides as per the specifications. **7.**Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony.

							9.Direct the respondent to provide RCC chajja on the top floor buildings. **10.**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. **11.**Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy. **12.**Direct the respondent to provide the exact layout plan of the unit.
2.	CR/1254/2026 Suman Vashisht V/s M/s Renuka Traders Pvt. Ltd. Date of Filing of complaint - 25.03.2026	Reply received on 10.06.2026	107, 1st floor & Tower-8, (As per page no. 55 of the compl aint) Area: 578.554 sq. ft. (Carpet Area) (As per	28.10.2020 (As per page no. 51 of reply)	31.07.2023 (as per possession clause at page 62 of reply including extension of 6 months in lieu of Covid-19) **Offer of possession:** Not offered	TSC: - Rs.23,59,291/- (As per page no. 56 of complaint) AP: - Rs.24,77,256/- (As per page no. 86-92A of complaint)	**1.**Direct the respondent to handover possession with the amenities and specifications as promised in AFS, 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. **2.**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

			page no. 55 of the compl aint)				respondent in spite of the fact that the complainant has paid Rs.23,45,716/- against the total sale consideration of the said unit i.e., Rs.22,34,014/-. **3.**Direct the respondent **not to charge anything which is not part of payment plan.** **4.**Direct the respondent **not to cancel the allotment** of the complainant of the unit. **5.** Direct the respondent **to get the conveyance deed** executed without raising illegal demands from the complainant. **6.**Direct the respondent to change the doors from MS ANGLE to wooden door frames and lamination of the main door from both sides as per the specifications. **7.**Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony. **9.**Direct the respondent to provide RCC chajja on the top floor buildings. **10.**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. **11.**Direct the respondent to specify as whether they are providing parking as per the amendment in the Affordable Housing Policy. **12.**Direct the respondent to provide the exact layout plan of the unit.
3.	CR/1150/2026 Neha Singh V/s M/s Renuka Traders Pvt. Ltd. Date of Filing of complaint - 25.03.2026	Reply received on 04.06.2026	1107, 11th floor & Tower-5, (As per page no. 41 of the complaint) Area: 578.554 sq. ft. (Carpet Area) (As per page no. 41 of the complaint)	08.08.2019 (As per page no. 39 of the complaint)	31.07.2023 (as per possession clause at page 48 of complaint including extension of 6 months in lieu of Covid-19) **Offer of possession:** Not offered	TSC: - Rs.23,59,291/- (As per page no. 42 of complaint) AP: - Rs.21,67,596/- (As per page no. 66 of complaint)	**1.**Direct the respondent to handover possession with the amenities and specifications as promised in AFS, 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. **2.**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.23,45,716/- against the total sale consideration of the said unit i.e., Rs.22,34,014/-.

							3.Direct the respondent **not to charge anything which is not part of payment plan.** **4.**Direct the respondent **not to cancel the allotment** of the complainant of the unit. **5.** Direct the respondent **to get the conveyance deed** executed without raising illegal demands from the complainant. **6.**Direct the respondent to change the doors from MS ANGLE to wooden door frames and lamination of the main door from both sides as per the specifications. **7.**Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall. **8.**Direct the respondent to provide sliding doors in the balcony. **9.**Direct the respondent to provide RCC chajja on the top floor buildings. **10.**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. **11.**Direct the respondent to specify as whether they are

							providing parking as per the amendment in the Affordable Housing Policy. **12.**Direct the respondent to provide the exact layout plan of the unit

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation Full form

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainants against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016 and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/773/2026 titled as Virendra Kumar Pali Vs M/s Renuka Traders Private Limited*** are being taken into consideration for determining the reliefs of the allottee(s) qua possession, delay possession charges 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/773/2026 titled as Virendra Kumar Pali Vs M/s Renuka Traders Private Limited

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.	Booking Date	10.01.2020 Mentioned in clause G of agreement at page 37 of complaint
8.	Allotment letter	05.09.2020 At page 42 of reply
9.	Unit no.	604, 6th floor & Tower-T9, 2-BHK (As per clause G of BBA at page no. 37 of the complaint)
10.	Unit area	548.921 sq. ft. (Carpet Area) 76.66 sq. ft. (balcony area) (As per clause G of BBA at page no. 37 of the complaint)
11.	Date of execution of agreement for sale	21.09.2020

		(As per page no. 33 of the complaint)
12.	Tripartite Agreement	24.12.2020 *Sanctioned Rs.18,00,000/- loan At page 82 of reply
13.	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. 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. (As per page no. 43 of the complaint)
14.	Date of approval of building plan	***08.10.2018*** *At page 115 of reply*
15.	Date of environment clearance	***20.08.2018***
16.	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)
17.	Payment plan	Time linked payment plan at page 59 of complaint
18.	Total sale consideration	Rs.22,34,014/- (As per clause 1.2 of BBA at page no. 38 of complaint)
19.	Amount paid by the complainant	Rs.23,45,712/- (As per SOA dated 04.10.2022 at page no. 62 of complaint)

20.	Application for grant of OC	16.09.2024 (As per page no. 121 of reply)
21.	Occupation Certificate	Not obtained
22.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainant has made the following submissions: -

I. 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.

II. 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 her dream true of owing a unit in the aforesaid project. Thereby, the complainant booked a unit bearing no. 604, 6th Floor, Block/Tower No. T9, 2 BHK TYPE B, having an area of 578.554 sq. ft. in the said project and paid an amount of Rs.1,11,701/- at the time of booking.

III. That the respondent executed agreement for sale dated 21.09.2020 with the complainant for the above-mentioned unit. 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 respondent's attention through personal visits, formal letters, and emails, requesting clarity on the delay.

IV. That the respondent, 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 respondent 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 respondent's 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.

V. That 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 the Authority seeking redressal of her grievance.

VI. That the complainant has paid a substantial sum of Rs.23,45,716/- being more than 100% of the total sale price i.e., Rs.22,34,014/-.

VII. That the respondent deliberately delayed the construction of the project and misused the complainant's hard-earned money, thereby causing her 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.

C. **Relief sought by the complainant:**

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

i. Direct the respondent to handover **of the apartment** i.e., 604, Sixth Floor, Block/ Tower -T9, 2 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 complainant** 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.23,45,716/- against the total sale consideration of the said unit i.e., Rs.22,34,014/-.

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 unit.

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

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.

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 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 10.01.2020, 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-9, Unit – 604, 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 578.554 sq. ft. for a total sale consideration amount of Rs.23,34,014/-.

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 21.09.2020. 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.22,34,014/-. It is pertinent to note that the complainant has paid a total sum of Rs. 23,45,712/-, 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 consistently failed to make 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, he has conveniently failed to disclose his own consistent delays I fulfilling financial obligations. Initially, the first set of reminder letter was issued against the demand letter dated 01.06.2021, which was also communicated through an email dated 04.06.2021. Thereafter, a demand letter dated 23.11.2021 was raised, which also remained unpaid, forcing the respondent to issue repeated reminders.

vii. That in view of the continued non-compliance, the first reminder letter was issued on 04.01.2022, followed by a second reminder vide letter dated 07.02.2022 and an email dated 17.02.2022, calling upon the complainant to clear the outstanding dues. Consequently, third reminder letter dated 07.03.20222 along with an email dated 09.03.2022, was issued to the complainant. Thereafter, a further Demand letter dated 27.05.2022 was issued, which also remained unpaid in full.

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 instead of complying with his own obligations i.e., timely payment, execution of the agreement, and conclusion of registry, the complainant has filed the present complaint before the Authority, raising speculative and baseless demands, including unjustified claims for interest and arbitrary requests for structural modifications that are wholly alien to the agreement and the Affordable Housing framework. The complaint is a clear attempt to mislead the Authority and to pressurize the respondent into granting concessions that are not contractually or legally owed to them.

xi. 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.

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.

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 parties.

E. Jurisdiction of the authority

13. 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

14. 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

15. 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.*

16. 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 of the apartment i.e., 604, Sixth Floor, Block/ Tower -T9, 2 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.**

F.II **Direct the respondent to pay the interest on the total amount paid by the complainant 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.23,45,716/- against the total sale consideration of the said unit i.e., Rs. 22,34,014/-.**

F.III **Direct the respondent not to charge anything which is not part of payment plan.**

F.IV **Direct the respondent not to cancel the allotment of the complainant of the unit.**

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

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

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

19. Clause 7.1 of the agreement for sale dated 21.09.2020 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**: 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.

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., 18.09.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

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., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delay 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 21.09.2020, 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 21.09.2020 to hand over the possession within the stipulated period.

27. Furthermore, the Authority further observes that the unit allotted to the complainant in complaint no. ***"CR/1150/2026 titled as Neha Singh Vs Renuka Traders Private limited"*** is cancelled on 25.02.2026. Same is not valid as per Affordable Housing Policy, 2013. Hence the cancellation is set aside.

28. 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.

29. 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.**

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

31. 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.

32. 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

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 10.80% 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 21.09.2020 or provided under the Affordable Housing Policy, 2013.

viii. The respondent is 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.

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

35. Complaints stand disposed of.

36. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 18.09.2026