BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**5687 of 2025**
Date of filing :		**17.11.2025**
Date of Decision :		**17.07.2026**

1. Chitra Bansal
2. Sharad Kumar Bansal

Both R/o: House no. 2599, Gali No. 88, Laxman Vihar, Phase 2, Near Radhey Halwai, Gurgaon - 122001 — **Complainants**

Versus

M/s Renuka Traders Private Limited
Address: - A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi, South Delhi-110044 — **Respondent**

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Sh. Kanish Bangia — Complainants
Ms. Priya Sharma — Respondent

ORDER

1. The present complaint dated 17.11.2025 has been filed by the complainants/allottee in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all

obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se them.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the 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 and location of the project	"Aashiyara", Sector-37 C, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	DTCP license no.	15 of 2018 dated 13.02.2018 valid up to 12.02.2025
4.	Name of licensee	Renuka Traders Private Limited
5.	RERA Registered/ not 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
6.	Unit no.	1106, 11th floor & Tower-T5 (As per page no. 38 of the complaint)
7.	Unit area	578.554 sq. ft. (Carpet Area) 90.15 sq. ft. (balcony area) (As per page no. 37 of the complaint)
8.	Date of execution of agreement for sale	21.01.2020 (As per page no. 33 of the complaint)
9.	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. 38 of the complaint)
10.	Due date of possession	31.07.2023 (as per possession clause at page 44 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)
11.	Payment plan	Time linked payment plan
12.	Total sale consideration	Rs.22,34,014/- (As per BBA at page no. 63 of complaint)
13.	Amount paid by the complainants	Rs.24,77,256/- (As per SOA at page no. 66 of complaint)
14.	Occupation Certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions in their complaint:

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 complainants, 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 complainants 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 complainants agreed to buy an apartment/unit in the aforesaid project in order to make their dream true of owing a unit in the aforesaid project. Thereby, the complainants booked a unit bearing no. 1106, 11th Floor, Block/Tower No. T5, 2 BHK TYPE A, having an area of 578.554 sq. ft. in the said project and paid an amount of Rs.1,17,965/- at the time of booking.

III. That the respondent executed agreement for sale dated 21.01.2020 with the complainants for the above-mentioned unit. Despite making timely payments in response to every demand letter, the complainants were 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 complainants noticed significant delays, as the construction was not progressing according to the approved plan and timeline. Concerned by this, the complainants 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 complainants, 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 respondent 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 complainants have approached the Authority seeking redressal of her grievance.

VI. That the complainants have paid a substantial sum of Rs. 24,77,256/- being more than 100% of the total sale price i.e., Rs. 23,59,291/-.

VII. That the respondent deliberately delayed the construction of the project and misused the complainants 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 complainants.

C. Reliefs sought by the complainants.

4. The complainants are seeking the following relief:

   i. Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.

   ii. 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.

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

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

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

   vi. 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.

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

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

5. On the date of hearing, the Authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply filed by the respondent.

6. The respondent has contended 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 complainants 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 the complainants, 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 complainants 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 complainants 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 complainants 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 complainants were allotted a unit in 1105 in Tower 5 and was informed about the same vide letter dated 30.12.2019 and 31.12.2019. The said letter specified that the allotted unit admeasured 578.554 sq. ft. and was allotted for a basic sale consideration of Rs. 23,59,291/-, exclusive of applicable taxes. Accordingly, upon inclusion of the applicable taxes, the total sale consideration amounted to Rs. 24,77,252/- (Rupees Twenty-Four Lakhs Seventy-Seven Thousand Two Hundred Fifty-Two only).

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 21.01.2020. 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.23,59,291/-. It is pertinent to note that the complainants have paid a total sum of Rs. 24,77,256/-, which includes the applicable service tax.

VI. That the respondent acting in absolute good faith and with the sole intent of ensuring timely compliance with the contractual obligations, made persistent and sustained efforts to secure payment from the complainants in accordance with the agreed payment schedule. The initial reminder letter was issued as early as 17.01.2020 and 10.02.2020 pursuant to the Allotment-cum-Demand Letter dated 30.12.2019. Subsequently, another demand was issued on 27.05.2022 which again remained unresponded to necessitating further reminders dated 03.08.2022, 22.09.2022, 18.10.2022, 17.11.2022 and 25.05.2023 despite such reminders and follow-ups, the complainants made the requisite payments only after considerable delay.

VII. That the complainants themselves have failed to adhere to the timely payment schedule as stipulated under the agreement. The agreement between the parties is premised on a mutually enforceable understanding that timely disbursement of payments by the allottees is crucial for the uninterrupted and scheduled progress of construction activities. It is pertinent to note that even a short delay of a few months in payment by multiple allottees can severely affect the fund-flow necessary for the execution of an affordable housing project. Such projects are typically executed on a "no profit, no loss" or minimal margin basis, with financial planning intricately dependent on scheduled inflows from the allottees. Thus, any deviation from the agreed payment schedule causes a ripple effect on the working capital cycle and construction schedule of the entire project. In the present case, not only have the complainants defaulted in making timely payments, but a number of other allottees have also failed to fulfil their respective financial obligations. In fact, the complainants themselves have been withholding a substantial amount. Such cumulative defaults and delays not only deplete the available funds but also consume valuable time, both of which directly impact the project's overall delivery. These cumulative lapses have directly resulted in disruptions in the planned construction activities and have, from time to time, necessitated adjustments in the timelines originally envisioned. Therefore, in light of the foregoing, it is submitted that attributing the entirety of the delay in project completion solely to the respondent company is both factually erroneous and ethically untenable. The delays, in significant part, have been occasioned due to the complainants' and other allottees' own defaults, which materially affected the respondent's ability to execute the project in accordance with the pre-determined schedule.

VIII. That the complainants, after having defaulted on timely payments and breach of financial obligations, formally addressed a written request seeking exemption from the delay interest that had accrued on account of their repeated late payments, through a letter dated 20.02.2020. In this communication, the complainants expressly acknowledged the outstanding liability and sought a compassionate waiver and requesting leniency from the respondent.

IX. That the respondent, acting in a fair, reasonable, and bona fide manner, issued an email dated 19.06.2020 confirming that the plea for waiver had been considered and accepted. The respondent accordingly waived the accrued delay interest, despite being fully entitled to recover the same. This gesture was extended purely to maintain cordial relations and to facilitate the continued progress of the project, even though the respondent was fully entitled under the agreement and the RERA framework to recover the entire delay interest. The complainants, therefore, cannot allege any prejudice or unfair treatment when the respondent has, in fact, acted with leniency far beyond its legal obligations.

X. That the respondent has duly 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.

XI. 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.

XII. 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.

XIII. That the complainants have repeatedly defaulted in making timely payments as per the agreed payment schedule. While the complainants have 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 30.12.2019, 01.06.2020, 01.12.2020, 01.06.2021, 23.11.2021, and 27.05.2022 followed by multiple reminders. However, the complainants chose to ignore the said demands and failed to make timely payments even after the demands.

7. 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 written submissions made by the parties and who reiterated their earlier version as set up in the pleadings.

E. Jurisdiction of the authority:

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

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all

purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11(4)(a)***
> ***Section 11***
>
> .....
>
> *(4) The promoter shall-*
>
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings of the authority on relief sought by complainants.

F.I. Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.

12. In the present complaint, the complainants intends to continue with the project and are 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)

13. Clause 7.1 of the agreement for sale dated 21.01.2020 provides for handing over of possession and is reproduced below:

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

14. **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.

15. **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.*

16. 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.

17. 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., 17.07.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

18. 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;"*

19. 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 the complainants in case of delay possession charges.

20. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the agreement for sale executed between the parties on 21.01.2020, the possession of the subject unit was to be delivered by 31.01.2023. 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 21.01.2020 to hand over the possession within the stipulated period.

21. 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.

22. 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 respondent 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 complainants 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. II 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.III Direct the respondent to replace the internal wall from Ash Bricks to 90mm RCC thick internal and 150mm thick external wall.

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

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

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

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

24. 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.VII Direct the respondent to provide the exact layout plan of the unit.

25. 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 complainants/allottee within a period of 1 month from the date of this order.

G. Directions of the authority

26. 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 complainants 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 complainants.

    iv. The complainants are 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 complainants 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 complainants which is not part of the agreement for sale dated 21.01.2020 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 complainants within a period of 1 month from the date of this order.

27. Complaint stands disposed of.

28. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 17.07.2026