

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

**Complaint no. :** 4671 of 2024  
**Date of filing :** 18.10.2024  
**Date of order :** 11.07.2025

Gagan Sethi

**R/O:** 266, 2<sup>nd</sup> Floor, Vidya Vihar, West Enclave,  
VTC: Pitampura, PO: Saraswati Vihar,  
Sub District: Saraswati Vihar,  
North West Delhi, Delhi- 110034.

**Complainant**

**Versus**

M/s Ocean Seven Buildtech Private Limited  
Office at: B 505-506, Spaze I Tech Park, Sohna Road,  
Sector 49, Gurugram, Haryana- 122001.

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Shri B.L. Jangra (Advocate)  
Shri Arun Yadav (Advocate)

**Complainant  
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 unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Expressway Towers" Sector- 109, Gurugram, Haryana
2.	Project area	7.5 acres
3.	Nature of the project	Affordable Group Housing
4.	DTCP license no.	06 of 2016 dated 16.06.2016 Valid up to 15.06.2021
5.	RERA Registered/ not registered	Registered Vide no. 301 of 2017 dated 13.10.2017 Valid up to 12.10.2021
6.	Allotment	01.04.2017 [Page 29 of complaint]
7.	Buyer's agreement	08.08.2017 [Page 16 of complaint]
8.	Unit no.	104, 1 <sup>st</sup> floor, tower 10 [Page 29 of complaint]
9.	Unit area admeasuring	324 sq. ft. carpet area with 69 sq. ft. balcony area [Page 29 of complaint]
10.	Possession clause	<b>5.2 Possession Time</b> <i>The Company shall sincerely endeavor to complete the construction and offer the possession of the said unit within five years from the date of the receiving of license ("Commitment Period"), but subject to force majeure clause of this Agreement and timely payment of installments by the Allottee(s).</i> ..... [Page 44 of complaint]





11.	Possession clause as per Affordable Housing Policy, 2013	<b>1(IV) of the Affordable Housing Policy, 2013</b> <i>All such projects shall be required to be necessarily completed <b>within 4 years from the approval of building plans or grant of environmental clearance, whichever is later.</b> This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.</i>
12.	Building plans approved on	26.09.2016 [As per information obtained from the planning branch]
13.	Environmental clearance	30.11.2017 [As per information obtained from the planning branch]
14.	Due date of possession	30.05.2022 [Calculated as 4 years from date of grant of environmental clearance i.e., 30.11.2017, being later, as per policy of 2013 + 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]
15.	Total sale consideration	Rs. 13,30,500/- [As per clause 4.1 of BBA at page 37 of complaint]
16.	Amount paid by the complainant	Rs. 12,19,074/- [As alleged by the complainant on page 23 of complaint]
17.	Loan sanction letter	31.10.2019 [Page 73 of complaint]
18.	Occupation certificate	20.01.2025

19.	Offer of possession	25.02.2025
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**B. Facts of the complaint**

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

- I. That the Respondent is a registered company which had undertaken to develop the project namely "**Expressway Towers**" consisting of residential Units/Flat under the Affordable Housing Policy, 2013 launched vide DTCP licence No. 06 of 2016 which has been granted to the respondent for the land measuring 7.5 acres situated at Village Babupur, Sector -109 of Gurugram, Haryana.
- II. That the complainant had signed and submitted an application dated 05.01.2017 and draw of flats/units were conducted on 31.03.2017 in the presence of Govt. officers. The complainant was allotted Flat No. 104 on 1<sup>st</sup> Floor in Tower 10 admeasuring 324 sq. ft. carpet area and 69 sq. feet balcony area against total sale consideration of Rs. 13,30,500/- plus GST vide allotment letter dated 01.04.2017. Subsequent thereto, an Agreement to sell dated 08.08.2017 was entered into between the complainant and respondent.
- III. That the respondent mischievously did not mention specific date of handing over the physical possession of the flat/unit in the Agreement to Sell. As per clause no. 5.2 of the said Agreement states that the company shall sincerely endeavour to complete the construction and offer the possession of the said unit within five years from date of receiving of licence.
- IV. That the respondent obtained building plan approval on 26.09.2016 (as per the details available on website of DTCP) and received environmental clearance on 30.11.2017 as mentioned in the order dated 13.12.2022 by this Hon'ble Authority in case titled Rajni Kukreja



vs M/s Ocean Seven Buildtech Pvt. Ltd. complaint no. 4086 of 2020. The respondent cannot override clause 1(iv) of Affordable Housing Policy, 2013 relating to possession and hence, as per Policy, the due date of possession is to be reckoned from environmental clearance that is 30.11.2017 which comes to 30.11.2021.

- V. That the complainant had availed a Home Loan of Rs. 8,10,000/- against mortgage of the said Flat @ rate of 8.65/- percent p.a. from Bank of Maharashtra with EMI of Rs. 7,150/- p.m. for the period of 240 months. In this regard, Bank of Maharashtra had issued a sanctioned letter dated 31.10.2019.
- VI. That the complainant had already paid sum of Rs. 12,19,074/- which is more than 95% of the flat but the respondent had neglected to complete the project till date and no construction activity is going on for the reason the last instalment has not been disbursed by Bank of Maharashtra due to delay in completion of the project.
- VII. That the complainant is also entitled to Input Tax Credit of GST pursuance to the order dated 05.11.2019 in case no. 55/2019, case titled as "Shri Hardev Singh & Ors. V/s M/s Ocean Seven Buildtech Pvt. Ltd. passed by the Hon'ble the National Anti- Profiteering Authority but the respondent had neglected to provide the same. However, despite repeated request and reminders for settlement of the above in the cost and other payables by the complainant but the respondent refused to give credit of the same hence committed the violation of the said judgment.
- VIII. That the respondent under clause 4.9(iii) and (iv) of the Agreement to Sell has demanded labour cess, VAT, Work Contract Tax and Power Back-up charges. However, the same cannot be legally demanded as

has been noted by this Hon'ble Authority in Tinki Jain Vs. Spaze Towers Pvt. Ltd., C No. 35 of 2021 and Varun Gupta Vs. Emaar MGF Land Ltd. (CR No. 4031 of 2019).

- IX. That there is a delay of 28 months in completion of the project as on date from 30.11.2021 to 31.03.2024. The complainant visited several times in the office of the respondent and sent numerous mails calling upon to complete the project and handing over the possession but gave evasive reply and made illegitimate demands of money under the pretext the construction cost has gone above but were refused by the complainant. However, the complainant is ready to pay the legitimate balance demand as may be directed by this Hon'ble Authority at the time of possession. Hence, this complaint.

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

4. The complainant has sought following relief(s):
- I. Direct the respondent to pay interest for every month of delay at prevailing rate of interest from 30.11.2021 till handing over the possession of the subject Flat.
  - II. Direct the respondent to complete the project and handover the physical possession of subject Flat.
  - III. The possession clause no. 5.2 mentioned in Agreement to Sell is in violation of the Affordable Housing Policy, 2013, hence the Respondent be directed to modify the said clause in terms of Affordable Housing Policy, 2013.
  - IV. Direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainant.
  - V. Direct the Respondent to refund the excess amount paid by the complainant over and above the total sale price.



VI. Direct the respondent to restrain from demanding Labour Cess, VAT, Work Contract Tax and Power Backup charges.

**D. Reply by the Respondent.**

5. The respondent has contested the complaint on the following grounds:
- a. That the complaint filed by the Complainant is not maintainable before this Hon'ble Authority as there is arbitration clause 16.2 in the Agreement executed inter se parties and according to said clause, in case of any dispute between the parties, the matter shall be referred for arbitration as per Arbitration and Conciliation Act, 1996 and an Arbitrator shall be appointed by the company. It is submitted that Builder Buyer Agreement was signed and accepted by the complainant. Therefore, the complainant can't go back with the agreement entered between the parties.
  - b. That the complainant is a wilful defaulter and deliberately, intentionally and knowingly have not paid timely instalments as per the agreement. It is submitted that the complainant is a defaulter under section 19(6) & 19(7) of the Act. It is humbly submitted that the complainant failed to clear his outstanding dues despite several reminders that were issued by the respondent.
  - c. That the respondent contends that the complainant's motives are marred by malafide intentions. The present complaint, founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. The complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint. This action is not only illegal and unlawful but also goes against the principles of natural justice.



- d. That there is every apprehension that the complainant in collusion with any staff member of the respondent company including ex-employee or those who held positions during that time may put forth the altered and fabricated document which is contradictory to the affordable housing policy should not be considered binding on the company in any manner whatsoever.
- e. That it is further denied that the complainant was allotted a flat against total sale consideration of Rs. 13,30,500/- plus GST. On contrary, as mentioned in 4.1 of the agreement, the total amount of the unit will come after adding the maintenance, electric connection, and other statutory dues against the unit of the complainant and has to be calculated at the time of possession along with the GST, delay payment interest and other taxes applicable time to time which has been agreed by the complainant in the application form as well as buyers agreement duly signed by complainant.
- f. That the final EC is CTE/CTO which has been received by the Respondent on February 2018. Hence the start date of project is February, 2018 and rest details are as follows:

<b>COVID AND NGT RETRACTIONS</b>	
Project completion Date	Feb-22
Covid lock down waiver	18 months
NGT stay waiver (3 months approx. for every year)i.e. 6*3	18 months
Total Time extended to be extended (18+18) months	36 months
Accounts freezed & license suspended	Feb 2023 till date
further time to be extended till the unfreezing of the accounts i.e. Feb- Mar 2024 (13 months)	Mar-24



**Final project completion date (incase project is unfreeze)  
further time would be added till unfreezing the accounts**

March-26

- g. That as per table given above, the final date for the completion of construction is February 25 in case the accounts are unfreezed by the competent authority on the date of filing this reply. From the February 2023, the license has been suspended and accounts has been freezed by the DTCP Chandigarh and HRERA Gurugram.
6. 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**

7. 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**

8. 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**

9. 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.*

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 complainant at a later stage.

**F. Findings on the objections raised by the respondent.****F.1 Objection regarding complainant is in breach of agreement for non-invocation of arbitration.**

10. The respondent had raised an objection for not invoking arbitration proceedings as per the provisions of flat buyer's agreement which contains provisions regarding initiation of arbitration proceedings in case of breach of agreement.
11. The authority observes that it is matter of fact and record that no BBA has been executed inter se parties in both the complaints, thus, the respondent's plea regarding invoking arbitration clause is not sustainable. Moreover, the authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention



to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. Therefore, by applying same analogy, the presence of arbitration clause could not be construed to take away the jurisdiction of the authority.

**F.II Apprehension by the respondent regarding fabrication of the documents by the complainant-allottee.**

12. The respondent has raised an objection that it has apprehension that the present complaint is founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. It is further stated that the complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint.
13. The authority observes that the objection raised by the respondent is vague and false as the respondent has not specified as to what document is fabricated which is in violation of the Affordable Housing Policy, 2013. Further, the respondent has failed to substantiate the said allegations during the course of arguments and has failed to corroborate the same by placing on record requisite documents. The authority is of the view that only apprehension cannot be a ground for dismissal of complaint and

cannot defeat the ends of justice. Thus, the objection raised by the respondent stands rejected.

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

**G.I** Direct the respondent to pay interest for every month of delay at prevailing rate of interest from 30.11.2021 till handing over the possession of the subject Flat.

**G.II** The possession clause no. 5.2 mentioned in Agreement to Sell is in violation of the Affordable Housing Policy, 2013, hence the Respondent be directed to modify the said clause in terms of Affordable Housing Policy, 2013.

14. 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."*

15. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

***1 (iv)***

*"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."*

16. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.* The respondent has obtained environment





clearance and building plan approval in respect of the said project on 30.11.2017 and 26.09.2016 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. 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 30.05.2022.

17. **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.*

18. 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.
19. 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., 11.07.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

20. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

- (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;"*

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
22. 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 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. 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, in view of the findings given above, the due date of handing over of possession was 30.05.2022. However, the respondent has failed to handover possession of the subject apartment to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The counsel for the respondent has informed that the respondent company has obtained occupation certificate from the competent authority on 20.01.2025 and the possession of the subject unit was offered to the complainant on 25.02.2025.

23. 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 for every month of delay from due date of possession i.e., 30.05.2022 till valid offer of possession (25.02.2025) plus 2 months after obtaining occupation certificate from the competent authority i.e., 25.04.2025 or till 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.

**G.III Direct the respondent to complete the project and handover the physical possession of subject Flat.**

**G.IV Direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainant.**

24. In the present complaint, the grievance of the complainant is that the physical possession has not been handed over by the respondent to the complainant.
25. The authority observes that the respondent-promoter has obtained occupation certificate of the said project from the competent authority on 20.01.2025. Further, Section 17(1) of the Act obligates the respondent-

promoter to handover the physical possession of the subject unit to the complainant complete in all respect as per specifications mentioned in BBA and thereafter, the complainant-allottee is obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act.

26. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of 60 days from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.
27. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act.
- G.V Direct the Respondent to refund the excess amount paid by the complainant over and above the total sale price.**
- G.VI Direct the respondent to restrain from demanding Labour Cess, VAT, Work Contract Tax and Power Backup charges.**
28. Both the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.



29. The authority vide order dated 09.12.2022, passed in case bearing no. **4147 of 2021 titled as Vineet Choubey V/s Pareena Infrastructure Private Limited** and also in the complaint bearing no. **4031 of 2019 titled as Varun Gupta V/s Emaar MGF Land Limited**, has already decided that the promoter cannot charge anything which is not part of the buyer's agreement subject to the condition that the same are in accordance with the prevailing law.
30. As per the order issued by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it has been very clearly mentioned that the utility charges (which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.) can be charged from the allottees as per consumptions. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainant-allottee as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.
31. Further, the complainant is also not liable to pay labor cess and electrification charges in view of complaint bearing no. CR/3611/2023 titled as Rajan Deep Vij and Ors. Vs. M/s Shine Buildcon Pvt. Ltd.
32. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013 and is directed to charge the demands relying on the above said orders.

#### **H. Directions of the authority**

33. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

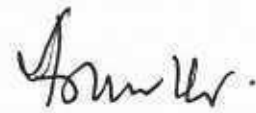
- i. The respondent/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 30.05.2022 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority i.e., 25.04.2025 or till 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 respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.
- iii. The respondent is directed to handover the possession of allotted unit to the complainant complete in all respect as per specifications of buyer's agreement within a period of 60 days from date of this order after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.
- iv. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act.
- v. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013 and is directed to charge the demands relying on the above said orders.
- vi. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10%



by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s), in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

34. The complaint stand disposed of.  
35. File be consigned to registry.

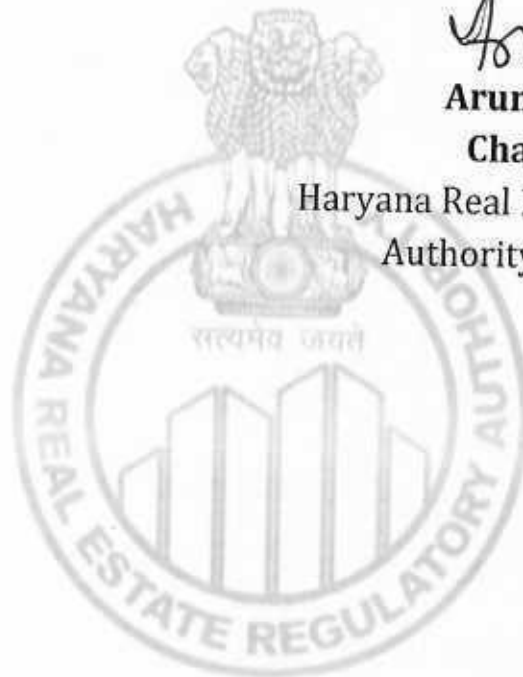
**Dated: 11.07.2025**



**Arun Kumar**

**Chairman**

Haryana Real Estate Regulatory  
Authority, Gurugram

**HARERA**  
**GURUGRAM**