

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

Complaint no.: 1064 of 2024
Date of filing: 20.03.2024
Date of order: 11.09.2025

Smriti Paul

R/o: Lane No.1, Sardar Patel Chowk,
Pathankot, Punjab - 145001

Complainant

Versus

M/s Ocean Seven Buildtech Pvt. Ltd.

Regd. Office at: 2th Floor, Tilak Bhawan, Tilak
Marg, Jaipur, Rajasthan - 302001

Corporate Office: 505-506, 5th Floor, Tower-
B4, Spaze-I, Tach Park Sohna Road, Gurugram -
122018.

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Bhajan Lal Jangra, Advocate

Complainant

Shri Arun Kumar, Advocate

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*.

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A. Project and unit related details

2. The particulars of the project, the details of 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 of the project	Expressway Towers, Sector 109, Gurugram, Haryana.
2.	Project area	7.50 Acres
3.	Nature of the project	Affordable housing project
4.	DTCP license no.	06 of 2016 dated 16.06.2016
	License valid till	15.06.2021
	Licensed area	7.5 acres
	License holder	Sh. Shree Bhagwan C/o M/s Ocean Seven Buildtech Pvt. Ltd.
5.	HRERA registered/ not registered	Registered vide no. 301 of 2017 dated 13.10.2017
	HRERA registration valid up to	12.04.2022 (Including 6 months COVID extension)
6.	Building plan approval dated	26.09.2016 [Taken from similar complaint of similar project bearing no. CR/4086/2020]
7.	Environment clearance dated	30.11.2017 [Taken from similar complaint of similar project bearing no. CR/4086/2020]
8.	Allotment letter	02.11.2022 [Page 26 of complaint]
9.	Unit no.	703, 7th floor, Tower-04 [As per allotment letter at page 26 of the complaint]
10.	Unit admeasuring	645 sq. ft. of carpet area along with 99 sq. ft. of balcony area [As per allotment letter at page 26 of the complaint]
11.	Builder buyer agreement	Not executed
12.	Possession clause [As per Affordable Housing Policy, 2013]	1(IV) of the Affordable Housing Policy, 2013 <i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance,</i>

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		<i>whichever is later. 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>
13.	Due date of possession	30.05.2022 [30.11.2021 + 6 months] (Note: the due date is calculated from the date of environment clearance dated 30.11.2017, being later (+) 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)
14.	Total sale consideration	Rs.26,29,500/- [As mentioned in allotment letter dated 02.11.2022 at page 26 of complaint]
15.	Amount paid by the complainant	Rs.19,91,000/- [As per ledger account at page no.28 of complaint]
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

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

- I. That the complainant is an Indian resident and well conversant with the facts of the present case hence competent to sign, verify and file the present complaint before this Hon`ble Authority for seeking possession and delayed possession charges.
- II. 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. 06/2016 granted to the respondent. The project consisting of 1089 flats/units (one/two bedroom + SR) proposed to be developed over

the land measuring 7.5 Acre situated at Village Babupur, Sector -109 of Gurugram, Haryana.

- III. The complainant had signed and submitted an application for allotment of residential flat under Affordable Housing Policy, 2013 issued by Govt. of Haryana. That the draw was held and unit no. 703 in Tower 04 admeasuring 645 sq. feet (carpet area) and 99 sq. feet balcony area was allotted against total sale consideration of Rs.26,55,796/-, vide allotment letter dated 02.11.2022.
- 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 Authority in case titled Rajni Kukreja vs M/s Ocean Seven Buildtech Pvt. Ltd. complaint no.4086 of 2020 however the respondent had neglected to complete the project till date.
- V. That the respondent cannot override clause 1(iv) of Affordable Housing Policy, 2013 relating to completion of construction and possession. That the said clause shall override the possession time as mentioned by the respondent in agreement to sell in clause 5.2. Hence the due date of possession is to be reckoned from environmental clearance that is 30.11.2017 which comes to 30.11.2021.
- VI. That the complainant had already paid sum of Rs.19,91,000/- including GST. However, the respondent had neglected to complete the project till date.
- VII. That the respondent negligently did not execute any Agreement to Sell till date to avoid the obligation of completion of project within the stipulated period and to extend completion date at his whims and fancies even after receiving more than the agreed sale price of the flat which is in violation of Section 13(1) of RERA Act, 2016.

- VIII. That there is a delay of 24 months in completion of the project as on date from 30.11.2021 to 30.11.2023.
- IX. That the complainant visited several times in the office of the respondent and sent numerous mails calling upon to complete the project and kept on extending the handing over the possession date on one or other false pretext without giving a specific date for delivery as per the Affordable Housing Policy, 2013 which is to be reckoned from date of environmental clearance.
- X. That to the knowledge of the complainant, the RERA registration no. 301 of 2017 of the project has also lapsed and penalty proceeding have been initiated and going on against the respondent for violation of RERA Act.
- XI. That it is evident from the alleged acts, deed and omission the respondent has neglected to complete the project and have grossly violated affordable housing norms notified by Haryana Government.
- XII. That for the reason stated above, the complainant is left with no other efficacious remedy available except to file the present complaint before the Authority for seeking possession and delayed interest for wilful breach of agreement to sell and alleged violation of section 11, 14 and 18 of the RERA Act, therefore are liable to be compensated by the respondent under RERA Act.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):
- a. Interest for every month of delay at prevailing rate of interest from 02.11.2022 i.e., date of allotment till handing over of possession of the flat no.703 in Tower 04 admeasuring 645 sq. ft. carpet area and 99 sq. ft. balcony area in the Expressway Tower project.
- (At the time of filing of present complaint, the complainant requested for allowing delay possession charges from due date of possession i.e., 30.11.2021. However, during proceedings dated 14.07.2025, the counsel*

for the complainant requested for allowing delay possession charges from 02.11.2022 i.e., date of allotment and has filed an application for amendment in relief for the same on 05.08.2025, and the same is allowed on 11.09.2025).

- b. Directed the respondent to complete the project and handover the physical possession of flat no.703 in Tower 04 admeasuring 645 sq. ft. carpet area and 100 sq. ft. balcony area in the Expressway Tower project.
 - c. Direct the respondent to first execute agreement to sell and subsequently execute conveyance deed after offering valid offer of possession to the complainant.
 - d. Direct the respondent to refund the excess amount paid by the complainant over and above the total sale price.
 - e. Direct the respondent to restrain from demanding Labour Cess, VAT, Work Contract Tax and Power backup charges.
 - f. Directing the respondent to give input tax credit of GST by allowing refund with interest in terms of case no.55/2019, case titled as "Shri Hardev Singh & Ors. V/s M/s Ocean Seven Buildtech Pvt. Ltd." order dated 05.11.2019 passed by Hon'ble National Anti-Profiteering Authority.
5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent is contesting the complaint on the following grounds:
- i. That this Authority lacks jurisdiction to adjudicate upon the present complaint as vide clause 16.2 of the builder buyer agreement both the parties have unequivocally agreed to resolve any disputes through arbitration.
 - ii. That the complainant is a willful defaulter and deliberately, intentionally and knowingly have not paid timely instalments.
 - iii. That starting from February 2023, the construction activities have been severely impacted due to the suspension of the license and the freezing of accounts by the DTCP Chandigarh and HRERA Gurugram, respectively.

This suspension and freezing of accounts represent a force majeure event beyond the control of the respondent. The suspension of the license and freezing of accounts, starting from Feb 2023 till date, have created a zero-time scenario for the respondent. Further, there is no delay on the part of the respondent project as it is covered under clause number 5.5 force Majeure, which is beyond control of the respondent.

- iv. That the final EC is CTE/CTO which has been received by the respondent in February 2018. Hence the start date of project is Feb 2018 and rest details are as follows.

Covid and NGT Restrictions	
Project completion date	Feb-22
Covid lock down waiver	18 months
NGT stay (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)	March-24
Final project completion date (in case project is unfreezed) further time would be added till unfreezing the accounts	March-26

- v. As per the table given above, the final date for the completion of construction is Feb 25 in case the accounts are unfreezed by the competent authority on the date of filing this reply. From Feb 2023, the license has been suspended and accounts have been freezed by the DTCP Chandigarh and HRERA Gurugram.
7. 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

8. 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

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) 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.

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 complainant at a later stage.

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

12. The respondent has submitted that the complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute.
13. 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.

F.II Objections regarding force majeure.

14. The respondent/promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction due to orders passed by NGT, major spread of Covid-19 across worldwide, suspension of license by the DTCP, Chandigarh and freezing of accounts by HRERA Gurugram etc. which is beyond the control of the respondent and are covered under clause 5.5 of the agreement. The

respondent has further submitted that suspension of the license and freezing of accounts, starting from Feb 2023 till date have created a zero-time scenario for the respondent. Furthermore, the final EC is CTE/CTO which has been received by the respondent in February 2018, hence the start date of project is Feb 2018. However, all the pleas advanced in this regard are devoid of merits. 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 was 30.05.2022. As far as other contentions of the respondent w.r.t delay in construction of the project is concerned, the same are disallowed as firstly the orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Secondly, the licence of the project of the respondent was suspended by DTCP, Haryana vide memo dated 23.02.2023, due to grave violations made by it in making compliance of the terms and conditions of the licence. In view of the same and to protect the interest of the allottees, the bank account of the respondent related to the project was frozen by this Authority vide order dated 24.02.2023. It is well settled principle that a person cannot take benefit of his own wrong.



G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay delayed possession charges at the prescribed rate i.e., MCLR+2% from 02.11.2022 i.e., date of allotment till the date of actual handing over of possession of the flat.

G.II Direct the respondent to first execute agreement to sell and subsequently execute conveyance deed after offering valid offer of possession to the complainant.

G.III Direct the respondent to refund the excess amount paid by the complainant over and above the total sale price.

15. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.

16. 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."

17. Upon consideration of documents available on record and submissions made by both the parties, the Authority observes that the complainant vide allotment letter dated 02.11.2022 allotted a unit bearing no. 703 in tower-04 2 BHK (type-1) admeasuring 645 sq. ft. carpet area and 99 sq. ft. balcony area in project namely "Expressway Towers" being developed by M/s Ocean Seven Buildtech Private Limited, for a total sale consideration of Rs.26,29,500/- out of which the complainant-allottee has paid an amount of Rs.19,91,000/-. The agreement for sell is not yet executed between the parties. Therefore, the due date of possession is to be calculated as per provisions of the Affordable Housing Policy, 2013.

18. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licenced 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."

19. **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.

20. **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%.

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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.

21. 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.
22. 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., 11.09.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
23. The definition of term 'interest' as defined under section 2(z) 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
24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
25. 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. Therefore, in view of the findings given above,

the due date of handing over of possession was 30.05.2022. However, the complainant was allotted a unit only on 02.11.2022 i.e., after lapse of 5 months from the due date for handing over of possession and hence it can be said that the complainant-allottee is well aware that the due date for handing over of possession has already been lapsed and accepted the allotment and choose to continue in the project. Therefore, in the present complaint, the delay possession charges can only be allowed to complainant-allottee from the date of allotment i.e., 02.11.2022. Moreover, 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 respondent in its reply has contended that the complainant has not paid the outstanding installments with interest. For that reason, the respondent has cancelled his unit and allotted to some other buyer. However, as per record, the complainant is not at default and has paid a considerable amount of money towards the sale consideration of the unit. Further, there is no document available on record to substantiate the claim of the respondent. Accordingly, the claim of the respondent is rejected being devoid of merits. Moreover, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

26. 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 the date of allotment i.e., 02.11.2022

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.

27. The Authority further observes that despite receipt of 70% of sale consideration, the respondent/promoter has failed to enter into an agreement for sale with the complainant/allottee against the subject unit. Further, as per Section 13(1) of the Act, 2016, the promoter is obligated to not to accept more than 10% of the cost of the apartment, plot or building as the case may be, as an advance from a person without entering into an agreement for sale with such person and register the said agreement for sale. Therefore, the respondent/promoter is directed to enter into agreement for sale with the complainant/allottee, as per the provisions of the Affordable Housing Policy, 2013 as well as Act of 2016 within a period of 30 days from the date of this order.
28. Further, as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. 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, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. 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.

G.IV Direct the respondent to provide a valid physical possession after receipt of occupancy certificate.

29. The respondent is legally bound to meet the pre-requisites for obtaining occupation certificate from the competent authority. It is unsatiated that even after the lapse of more than 3 years from the due date of possession, the respondent has failed to complete the construction and apply for OC to the competent authority. The promoter is duty bound to obtain OC and hand over possession only after obtaining OC.

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

30. The complainant is seeking a relief w.r.t restrain the respondent from demanding Labour Cess, VAT, Work Contract Tax and Power Backup charges. However, the complainant has not placed on record even a single document, which can substantiate the claim of the complainant. In view of the above, the said relief is declined being devoid of merits.

G.V Direct the respondent to give anti-profiteering credit/input tax credit to the complainants.

31. The complainant has sought the relief with regard to direct the respondent to give anti-profiteering credit/input tax credit to the complainants and charge the GST as per rules and regulations. However, no specifications have been provided. The respondent/promoter is under obligation to adhere the provisions of HGST/CGST Act, 2017 and to pass on benefit, as applicable. In the event, the respondent/promoter has not passed the benefit of ITC to the buyers of the unit in contravention to the provisions of section 171(1) of the HGST Act, 2017. The complainant-allottee is at liberty to approach the competent authority for seeking relief in terms of applicable Act & Rules.

H. Directions of the authority

32. 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(s) against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the date of allotment i.e., 02.11.2022 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 02.11.2022 till the date of order by the authority shall be paid by the promoter to the allottee(s) 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(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The respondent/promoter is directed to enter into agreement for sale with the complainant/allottee, as per the provisions of the Affordable Housing Policy, 2013 as well as Act of 2016 within a period of 30 days from the date of this order.
- iv. The respondent/promoter shall handover possession of the flat/unit and execute conveyance deed in favour of the complainant(s) 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.
- v. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- 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., 10.85% 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.

vii. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the Affordable Housing Policy, 2013.

33. Complaint as well as applications, if any, stand disposed off accordingly.

34. Files be consigned to registry.


(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.09.2025



HARERA
GURUGRAM