

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

Complaint no. : 4726 of 2025
Date of complaint : 16.09.2025
Date of order : 09.01.2026

Ritu Pant,
R/o: - H. No.1, HIMUDA Colony, Shubhhera,
Paonta Sahib, Himachal Pradesh-173025.

Versus

M/s Ocean Seven Buildtech Pvt. Ltd.
Regd. office: B-4-505-506, Spaze I Tech Park,
Sohna Road, Sector-49, Gurugram.

Respondent

CORAM:

Arun Kumar

Chairman

APPEARANCE:

Gaurav Rawat (Advocate)
Amit Pandey (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 thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, 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 of the project	Expressway Tower, Sector- 109, Gurugram, Haryana
2.	Project area	7.5 acres
3.	Nature of the project	Affordable group housing colony
4.	DTCP license no. and validity status	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.	Flat no.	703, tower 4 [Page 59 of complaint]
7.	Unit admeasuring	645 sq. ft. (carpet area) [Page 59 of the complaint]
8.	MoU	27.04.2013 [on page 36 of complaint]
9.	Allotment letter	20.05.2017 [as per page 59 of complaint]
10.	Execution of BBA	Not executed
11.	Possession clause	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, 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>
12.	Building plans approved on	26.09.2016 (as per project details)
13.	Environmental clearance	30.11.2017

		(as per project details)
14.	Due date of possession	30.05.2022 Note: The due date is calculated from the date of environment clearance 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
15.	Total sale price of the flat	Rs.26,29,500/- [As per CRA on page 33 of complaint]
16.	Amount paid by the complainant	Rs.6,57,375/- [As per page 61 of complaint]

B. Facts of the complaint

3. The complainant has made the following submissions: -

1. That in 2013, while searching for a residential unit in Gurugram, the complainant visited the office of the respondent. During the visit, the agents of the respondent highlighted the alleged credentials of the company and made elaborate presentations regarding their upcoming project, assuring that the company had successfully delivered several projects across India. A brochure was also handed over to the complainant, portraying the company in an extremely positive light and inducing the complainant to make payments. Relying on these representations, the complainant was persuaded to proceed with the booking. Accordingly, a Memorandum of Understanding (MOU) dated 27.04.2013 was executed between the respondent and the complainant. Under Clause B of the said MOU, it was expressly recorded that the complainant had evinced interest in buying a flat in the respondent's proposed future residential group housing project in Gurugram. As per the terms and conditions of the MOU, the complainant paid a sum of ₹15,51,000/- towards her

interest in the upcoming project of the respondent in Gurugram, in accordance with the payment schedule set out under Clause 2 of the MOU. The respondent duly acknowledged receipt of the said payments by issuing receipts bearing Nos. 00029, 00038, and 00050, dated 03.05.2013, 03.07.2013, and 27.08.2013, respectively.

II. That after an unexplained delay of nearly 3.5 years, in October 2016, the respondent announced the affordable housing project "Expressway Towers" on a land parcel of approximately 7.5 acres, under License No. 06 of 2016, issued by the DTCP, Haryana, Chandigarh, situated at Sector 109, Gurugram, Haryana. The respondent invited the complainant to submit her application for a 2 BHK flat and offered her confirmed allotment under the management quota. The respondent further confirmed that the project had received building plan approved from the competent authority. This was the first project undertaken by the respondent after execution of the MOU with the complainant, and, therefore, the MOU directly pertained to this project.

III. That relying on the representations and assurances provided by the respondent under the MOU dated 27.04.2013, the complainant applied for a 2 BHK Type 1 flat in the project, namely Expressway Towers, Sector 109, Gurugram, on 28.12.2016. The flat had a carpet area of 645 sq.ft. and a balcony area of 99 sq.ft. Upon receiving the application from the complainant, the respondent issued a 'booking confirmation letter' dated 28.12.2016 to the complainant stating:

"We have received your application number 10070 dated 28/12/2016 for booking of one 2BHK+SR (Category 1) flat in our 'Expressway Towers' project. We are pleased to inform you that your application has been selected for management quota under confirmed allotment."

IV. On the same day, the respondent also issued an "Allotment Confirmation cum No Dues Letter" to the complainant, which reads as follows:

"This is to inform you that you have been allotted a 2 BHK+SR (Category1) flat in our Affordable Housing Project in Sector-109, Gurugram namely 'Expressway Towers'. We have received your complete payment in r/o of the above-mentioned booking and that there would be no demand raised as far as total sale cost of the flat is concerned."

V. This letter confirmed the allotment of a unit to the complainant and acknowledged that the respondent had received the full payment at the time of booking, with no further demand outstanding towards the sale consideration of the flat. For all intents and purposes, this letter constitutes an allotment confirmation cum no dues certificate issued by the respondent.

VI. That subsequently, on the basis of allotment through the draw held on 19.05.2017, the complainant received an allotment letter dated 20.05.2017 from the respondent, informing her of the allotment of Unit No. 703, Tower-4, by way of draw of lots. The unit had a carpet area of 645 sq. ft. and a balcony area of 99 sq. ft., for a total all-inclusive sale consideration of ₹26,29,500/-. This amount included the basic price, parking charges, development charges, P.I.C, IFMS, IBRF, and other charges as per the specifications of the allotted unit, all of which had already been received upfront by the respondent. However, the complainant was shocked to note that the said allotment letter contained an outstanding demand of ₹5,25,900/-. This was contrary to the "No Dues Letter" dated 28.12.2016 issued by the respondent. Subsequently, the respondent again issued a demand letter dated 26.10.2017, reflecting ₹5,25,900/- (previously

demanded) as received and raising an additional false demand of ₹3,68,130/- as outstanding. The complainant personally visited the respondent's office, objected to the demand, and requested execution of the builder-buyer agreement (BBA). However, the General Manager of the respondent orally instructed the concerned staff not to raise any further demand but he refused to execute the BBA, stating that it was unnecessary since all terms were already contained in the Affordable Housing Scheme 2013 application form. Left with no other choice, the complainant once again had to rely helplessly on the assurances of the respondent, and for the next 2.5 years, no further demand was raised. However, after nearly 2.5 years dated 26.05.2020, the respondent arbitrarily issued another demand letter, reversing all earlier entries except the application fee amount, disregarding the "No Dues Letter". The complainant strongly objected to this demand via email and WhatsApp on 05.06.2020. In response, on 06.06.2020, the respondent once again admitted its mistake and requested the complainant to ignore the said demand. Thereafter, no further demand has ever been raised by the respondent to date.

VII. That the respondent has failed to complete the construction of the allotted unit within the stipulated period. Consequently, the complainant has been deprived of possession of the flat, in violation of the Policy. The respondent's persistent delays and failure to hand over the unit, despite full payment having been received and acknowledged, constitute a clear breach of statutory obligations and gross deficiency in service, causing undue mental stress, financial uncertainty, and harassment to the complainant.

VIII. That the Possession Clause (Clause 1(iv)) of the Haryana Affordable Housing Policy, 2013, provides that all such projects shall be

completed within four years from the date of obtaining the Building Plan Approval or Environmental Clearance (whichever is later). In the present case, as the Environmental Clearance (E.C.) was obtained on 30.11.2017, the due date for possession of the unit is 30.11.2021.

IX. That the respondent has failed to:

- Execute the Builder-Buyer Agreement (BBA) as required under **Section 13(1) of the RERA Act, 2016**; and
- Hand over possession of the allotted unit within the period mandated under **Clause 1(iv) of the Haryana Affordable Housing Policy, 2013**, which requires completion of the project within four years from the date of Building Plan Approval or Environmental Clearance.

Accordingly, the complainant is entitled to delay possession charges with interest at the prescribed rate from the date of application/payment until full realization of the money, in terms of Sections 18 & 19(4) of the RERA Act, 2016.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - i. Declare all demands raised by the respondent after the "no dues letter dated 28.12.2016" illegal.
 - ii. Direct the respondent to execute BBA, handover possession of the unit, to execute conveyance deed and to pay delay possession charges as per the Act.
 - iii. To restrain the respondent from demanding maintenance charges.
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 put in appearance through its counsel and marked attendance on 17.10.2025 and 14.11.2025. Despite specific direction for filing reply in the matter, no reply has been received from respondent with

regard to the present complaint till date. Further, vide proceedings dated 14.11.2025, the respondent was granted liberty to file written submissions in the matter within a period of two weeks. However, the same has not been submitted by it till date. It shows that the respondent is intentionally delaying the procedure of the court by avoiding filing of reply in the matter. In view of the above, the defence of the respondent is hereby struck off.

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 complainant.

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.

F. Findings on the reliefs sought by the complainant:

F. I Declare all demands raised by the respondent after the "no dues letter dated 28.12.2016" illegal.

12. The complainant has submitted that on 28.12.2016, the respondent issued a booking confirmation letter informing her that application no. 10070 had been selected under management quota for confirmed allotment of 2BHK Type-1 unit and on the same date, i.e. 28.12.2016, the respondent issued a no dues letter, acknowledging receipt of full and final payment of the unit under the down-payment plan. Subsequently, on the basis of allotment through the draw held on 19.05.2017, the complainant received an allotment letter dated 20.05.2017 from the respondent, informing her of the allotment of Unit No. 703, Tower-4, by way of draw of lots. The unit had a carpet area of 645 sq. ft. and a balcony area of 99 sq. ft., for a total all-inclusive sale consideration of Rs.26,29,500/- . However, the complainant was shocked to note that the said allotment letter contained an outstanding demand of Rs.5,25,900/- which was contrary to the "No Dues Letter" dated 28.12.2016 issued by the respondent.
13. After considering the above, the Authority observes that in the present case, the so-called 'No Dues Certificate' was issued in favour of the complainant

on 28.12.2016, whereas the unit in question was allotted to the complainant only on 19.05.2017. Consequently, the question of complete payment of the total sale consideration by the complainant could not have arisen prior to the date of allotment and the same cannot be considered as a valid document. In view of the above, the said relief sought by the complainant is declined.

F. II Direct the respondent to execute BBA, handover possession, to execute conveyance deed and to pay delay possession charges as per the Act.

14. The Authority observes that despite receipt of considerable amount against the booked unit back in 2017 from the complainant, the respondent-promoter has failed to enter into a written agreement for sale against the unit in question and has failed to get the unit registered in their name till date. Hence, it is violation of the provisions of the Act, and shows its unlawful conduct. 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 a written agreement for sale with such person and register the said agreement for sale. Thus, in view of Section 13 of the Act of 2016, the respondent-promoter is directed to enter into a registered buyer's agreement with the complainants as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.
15. 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."

16. 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."

17. **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.

18. **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.

19. 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.
20. 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., 09.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
21. 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;"*

22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delay possession charges.
23. 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 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. 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.
24. 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 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 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.

25. 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, 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.

F.III To restrain the respondent from demanding maintenance charges.

26. The issue of maintenance charges has already been clarified by the office of DTCP, Haryana vide office order dated 31.01.2024 wherein it has categorically clarified the mandatory services to be provided by the colonizer/developer in affordable group housing colonies and services for which maintenance charges can be charged from the allottees as per consumption. Accordingly, the promoter can only charge maintenance/use/utility charges from the complainant-allottee as per consumption as prescribed in category-II of the office order dated 31.01.2024.

G. Directions of the authority

27. Hence, the Authority hereby passes this order and issue 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 enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.
- ii. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.05.2022 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.
- iii. The arrears of such interest accrued from 30.05.2022 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.
- iv. The respondent is directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainant.
- v. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of updated statement of account.
- vi. The respondent shall handover possession of the flat/unit and execute conveyance deed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and

registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

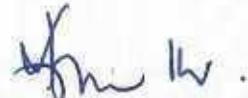
vii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

viii. The respondent can charge maintenance/use/utility charges from the complainant-allottee as per consumption as prescribed in category-II of the office order dated 31.01.2024.

ix. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement or provided under the Affordable Housing Policy, 2013.

28. The complaints stand disposed of.

29. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026