

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

**Complaint no.:** 303 of 2025  
**Date of filing:** 05.02.2025  
**Date of decision:** 13.01.2026

Khusbhu Bhatia  
Gaurav Bhatia  
R/o: - H- 69, Nathuram Park, Najafgarh,  
New Delhi-110043

**Complainants**

**Versus**

M/s Ocean Seven Buildtech Private Limited  
Regd. Office At: - 2th floor, Tilak Bhawan, Tilak  
Marg, Jaipur

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Bhajan Lal Jangra (Advocate)  
Charan Singh (Advocate)  
Arun Yadav (Advocate)  
Kanishk (Advocate)

**Complainants**

**Respondent**

**ORDER**

1. The present complaint has been filed by the complainants/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 complainants, 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.
2.	Project area	7.50 Acres
3.	Nature of Project	Residential (Affordable Group Housing)
4.	DTCP license no. and validity status	06 of 2016 dated 16.06.2016 Valid upto 15.06.2021
5.	Name of Licensee	M/s Ocean Seven Buildtech Pvt. Ltd.
6.	RERA registered/ not registered and validity status	Registered Vide no. 301 of 2017 dated 13.10.2017 Valid upto 12.10.2021
7.	Unit no.	1102, 11 <sup>th</sup> floor, Tower-06. (As per clause 3.1 of the buyer's agreement dated 05.01.2019 at page 40 of complaint)
8.	Unit Admeasuring	645 sq. ft. carpet area 99 sq. ft. balcony area (As per clause 3.1 of the buyer's agreement dated 05.01.2019 at page 40 of complaint)
9.	Allotment Letter	25.09.2018 (Page no. 29 of the complaint)
10.	Approval of Building Plan	26.09.2016 (Taken from similar complaint of similar project bearing no. CR/4086/2020)
11.	Environmental Clearance	30.11.2017

		(Taken from similar complaint of similar project bearing no. CR/4086/2020)
12.	Buyer's Agreement	05.01.2019 (Page no. 35 of the complaint)
13.	Possession Clause as per buyer's agreement	5.2 Possession Time <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 receiving of license ("Commitment Period") ...</i> [Emphasis supplied] (Page no. 47 of complaint)
14.	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, 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>
15.	Due date of possession	30.05.2022 (The due date is calculated from the date of environmental clearance being later i.e 30.11.2017 and comes out to be 30.11.2021 plus additional grace of 6 months in lieu of Covid-19 as per the HARERA Notification)
16.	Total sale consideration	Rs.26,29,500/- (As per clause 4.1 of the buyer's agreement dated 05.01.2019 at page 40 of complaint)

17.	Total amount paid	Rs.26,29,500/- (As alleged at page no. 24 of complaint)
18.	Home loan sanction letter	19.08.2021 (Page 74 of the complaint)
19.	Occupancy certificate	Not obtained
20.	Offer of possession	Not offered

**B. Facts of the complaint**

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

1. 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 which has been granted to the respondent.
2. That the complainants had signed and submitted an application form dated 09.06.2018 for allotment of residential flat under affordable housing policy 2013 issued by Govt. of Haryana. As per the draw held on 24.09.2018 a unit no. 1102 in tower 06 on 11<sup>th</sup> floor admeasuring 645 sq. feet carpet area and 99 sq. feet balcony area was allotted against total sale consideration of Rs. 26,29,500/- vide allotment letter dated 25.09.2018. Subsequent thereto, an agreement to sell dated 05.01.2019 was entered into between the complainants and respondent. The respondent mischievously did not mention specific date of handing over the physical possession of the unit in the agreement to sell but it is mentioned in the

clause no. 5.2 of the agreement to sell 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.

3. 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. However, the respondent delayed the project despite the payment from the complainants and poor allottee(s) who spent hard earned money in purchasing the residential flats.
4. That the respondent cannot override clause 1(iv) of Affordable Housing Policy, 2013 relating to possession. This clause shall override the possession time as mentioned by the respondent in agreement to sell since the Agreement is not in accordance with the date of completion stipulated in clause 1(iv) of the Affordable Housing Policy, 2013. Hence the due date of possession is to be reckoned from environmental clearance obtained by the respondent on 30.11.2017, thus the due date of possession is 30.05.2022.
5. That the complainants availed a Home Loan of Rs. 19,70,000/- against mortgage of the said unit to be chargeable at rate of 8.35% p.a. from State Bank of India. The said loan was sanctioned on 18.08.2021. In this regard State Bank of India, the respondent and the complainants entered into a

tri-partite agreement. Further State Bank of India issued a Sanction letter dated 19.08.2021. The complainants had already completely paid sum of Rs.26,29,500/-as full and final nothing is left.

6. That the complainants are 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 National Anti- Profiteering Authority but the respondent had neglected to provide the same till date. However, despite repeated request and reminders for settlement of the above in the cost and other payables by the complainants, the respondent has requested to settle the same at the time of possession. Hence committed the violation of the said judgment.
7. That the complainants visited several times in the office of the respondent and visited the site to check and verify the progress of the construction and development of the project however the project was found to be stuck.
8. That the complainants are left with no other efficacious remedy available except to file the present complaint before the Hon'ble Authority for seeking possession and delayed interest.

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

4. The complainants have sought following relief(s):

- I. Direct the respondent to pay delayed possession charges from the due date of possession till handing over of possession.
  - II. Direct the respondent to complete the project and handover the physical possession of the above said unit.
  - III. Direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainants.
  - IV. Direct the respondent to give completion certificate.
  - V. Direct the respondent to modify the clause no.5.2 as mentioned in the agreement to sell as the same is in violation of the Affordable Housing Policy, 2013.
  - VI. Direct the respondent to input tax credit of GST by allowing refund with interest to the complainants.
  - VII. Direct the respondent to pay the legal expenses.
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 at the outset, it is most respectfully submitted that the complaint filed by the complainant is grossly misconceived, wrong, unjustified and untenable in law besides being clearly extraneous and irrelevant and is liable to be dismissed.
  - II. That the subject matter of the present complaint is pending before the arbitration tribunal and the arbitration clause is accepted, agreed and signed by the complainant in the Builder buyer agreement. Hence, the present complaint may kindly be dismissed and the complainant be directed to present before the arbitral

tribunal as per section 8 of the arbitration and conciliation act, 1996. As expressly stipulated in the agreement to sale, the parties, herein the complainant and respondent, have unequivocally agreed to resolve any disputes through arbitration. This agreement to sell is fortified by clause 16.2, all or any disputes arising out of or touching upon or relating to the terms of this agreement to sell/Conveyance deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled despite best efforts, shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at the office of the company in Gurgaon by a sole arbitrator who shall be appointed by the company. The cost of the arbitration proceedings shall be borne by the parties equally. The respondent respectfully urge this Hon'ble Authority to exercise its discretion and stay the proceedings of the present suit. Pursuant to Clause 16.2 of the agreement to sale, we request that the complainant be directed to resolve the matter through arbitration proceedings as already initiated by the respondent company outlined in the agreement.

- III. That the complainant is a willful defaulter and deliberately, intentionally and knowingly have not paid timely installments.
- IV. That the complainants are a defaulter under section 19(6) & 19(7) of the Real Estate (Regulation & Development) Act, 2016. The complainant failed to clear his outstanding dues despite several reminders that were issued by the respondent. The final EC is

CTE/CTO which has been received by the respondent on February 2018. Hence the start date of project is FEB 2018 and rest details are as follows:

<b>Covid and NGT Restrictions</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 frozen & 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 unfreezed) further time would be added till unfreezing the accounts	March-26	

- V. As per table given above, the final date for the completion of construction is 25 February in case the accounts are unfreezed by the competent authority on the date of filing this reply
- VI. From the Feb 2023, the license has been suspended and accounts has 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 and to stay the proceedings in the present suit. 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.

13. Further, in *Aftab Singh and ors. vs. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, the National

Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainants and builders could not circumscribe the jurisdiction of a consumer. Further, while considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause in the builder buyer agreement, the hon'ble Supreme Court *in case titled as M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018* has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. Therefore, in view of the above judgements and considering the provision of the Act, the authority is of the view that complainants are well within their right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

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

**G.I Direct the respondent to pay delayed possession charges from the due date of possession till handing over of possession.**

**G.II Direct the respondent to complete the project and handover the physical possession of the above said unit.**

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

**G. IV. Direct the respondent to give completion certificate.**

14. The complainants intend 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., 13.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

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 complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the 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. 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. Further, 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.

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 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.

24. 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 complainants. 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 complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

25. Moreover, as per Section 11(4)(b) the respondent is responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be.

Therefore, the respondent is directed to provide the copy of the completion certificate once the same is approved from the competent Authority.

**G.V. Direct the respondent to modify the clause no.5.2 as mentioned in the agreement to sell as the same is in violation of the Affordable Housing Policy, 2013.**

26. The complainants/allottee have invested in the project of the respondent namely Expressway Towers which is an affordable group housing project located in Sector 109, Gurgaon. The project is registered vide registration no. dated 301 of 2017 dated 13.10.2017.

27. In the present case the buyer's agreement was executed between the parties on 05.01.2019. As per clause 5.2 of the agreement the respondent shall endeavor to complete the construction and offer the possession of the said unit within five years from the date of receiving of license and 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.

28. In cases where the complainants/allottee have invested in a project under the Affordable Housing Policy, 2013, the provisions of this policy is crucial, and will always prevail above the buyer's agreement and the same is considered while calculating the due date of delivery of possession

**G.VI. Direct the respondent to input tax credit of GST by allowing refund with interest to the complainants.**

29. The complainants have 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, the attention of the authority was drawn to the fact that the legislature while

framing the GST law specifically provided for anti-profiteering measures as a check and to maintain the balance in the inflation of cost on the product/services due to change in migration to a new tax regime i.e. GST, by incorporating section 171 in Central Goods and Services Tax Act, 2017/ Haryana Goods and Services Tax Act, 2017, the same is reproduced herein below.

*“Section 171. (1) Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.”*

30. As per the above provision, the benefit of tax reduction or ‘Input Tax Credit’ is required to be passed onto the customers in view of section 171 of HGST/CGST Act, 2017. 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 allottees are at liberty to approach the State Screening Committee Haryana for initiating proceedings under section 171 of the HGST Act against the respondent-promoter.

**G.VII. Direct the respondent to pay the legal expenses.**

31. The complainants are seeking above mentioned relief w.r.t. compensation. Hon’ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section

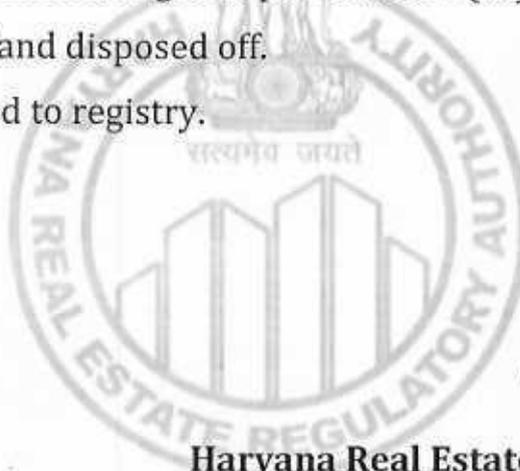
72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

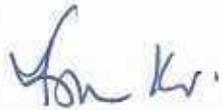
#### **H.Directions of the authority**

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

- i. The respondent/promoter is directed to pay interest to the complainant(s) 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.
- ii. 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(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 shall handover physical 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.
- iv. The respondent is directed to provide the copy of the completion certificate once the same is approved 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 respondent/promoter shall not charge anything from the complainant(s) which is not the part of the apartment buyer's agreement or provided under the Affordable Housing Policy, 2013.
- vii. 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., 10.80% 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.
33. The complaint stand disposed off.
34. Files be consigned to registry.



  
**(Arun Kumar)**  
**Chairman**  
**Haryana Real Estate Regulatory Authority,**  
**Gurugram**

Dated: 13.01.2026

**HARERA**  
**GURUGRAM**