

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

Complaint no.	:	1796 of 2025
Date of decision	:	28.11.2025

Ravi Kumar Sahni,
R/o: - 21 Main Market, Malviya Nagar,
New Delhi

Complainant

Versus

M/s Ocean Seven Buildtech Private Limited
Regd. Office at: B-4, 505-506, Spaze I Tech Park Sohna
Road, Sector-49, Gurugram- 122018.

Respondent

CORAM:

Shri Arun kumar

Chairman

APPEARANCE:

Sh. Harshit Batra (Advocate)

Sh. Arun Yadav (Advocate)

Complainant

Respondent

ORDER

1. The present complaint dated 04.04.2025 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 allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.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.	604 , tower 09 [Page 18 of complaint]
7.	Unit admeasuring	324 sq. ft. (carpet area) [Page 18 of the complaint]
8.	Allotment letter	01.04.2017 [on page 18 of complaint]
9.	Builder buyer agreement	NA
10.	Possession clause	<i>1(IV) of the Affordable Housing Policy, 2013</i> <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</i>

		<i>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>
11.	Building plans approved on	26.09.2016
12.	Environmental clearance	30.11.2017
13.	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
14.	Total sale price of the flat	Rs. 13,87,048/- [As alleged ,on page 03 of complaint]
15.	Amount paid by the complainant	Rs. 12,19,074/- [As per page 29 of complaint]

B. Facts of the complaint

3. The complainant has made the following submissions: -
 - I. That relying on the representations, warranties, and assurances of the Respondent about the timely delivery of possession, the Complainant booked an apartment in the real estate development of the Respondent, known under the name and style of "Expressway Towers" at Sector 109, Gurugram, under the Affordable Housing Policy, 2013. That since the booking of the unit of the complainant till date, the complainant had been

continuously harassed by the defaulting conduct of the respondent.

- II. That relying on the assurances, promises, representations and warranties of the respondent, the complainant decided to make a booking in the project having total sale consideration of Rs. 13, 87, 048/-.
- III. That the boastful promises made by the respondent with respect to the developing status, the speedy procurement of licenses and delivery of possession all turned be bogus and a sham with the actual intent to misappropriate monies from the innocent buyers.
- IV. That since almost 6 years, the respondent has wrongfully enjoyed a huge sum of money paid by the complainant with a desire of getting the unit in his name for his personal and domestic use. That the promises, assurances and warranties made by the respondent were broken in the most unlawful and illegal manner.
- V. That the respondent has intentionally caused wrongful gains to itself and wrongful losses to the complainant when in fact the complainant has deposited his hard-earned money by being ensnared in the false lucrative and sham promises of the respondent, when in fact, the respondent never intended to make any allotment in favour of the complainant.
- VI. That the respondent has acted in the most unlawful and illegal manner and has violated many provisions of the Act. The malafide activities and the defaulting and unlawful conduct of the Respondent.

- VII. That the complainant, in good faith, continued to make timely payments as per the demands of the respondent, believing upon the representations of the respondent. However, the respondent till date has failed to execute an agreement with the complainant, subsequent to the allotment of the Unit, as per the rules and law laid down for promoters.
- VIII. That such conduct of the respondent is in complete violation of section 13 of the act that clearly states that no promoter shall not take more than 10% of the total sale consideration advance or deposits without entering into the agreement for sale. It is pertinent to mention here that the respondent has acted in violation of the rules laid down by the act, thus, it is requested that the Authority shall take suo-motu cognizance of violation of section 13 by the Respondent.
- IX. That at the outset, it is reiterated that the respondent had unilaterally, unlawfully and arbitrarily extended the due date under the agreement by going beyond the Affordable Housing Policy, 2013, which, under no circumstance whatsoever, can be accepted.
- X. Hence, the due date needs to be computed from the Affordable Housing Policy, 2013. Hence, computing the due date from 30.11.2017 it comes out to be 30.05.2022.
- XI. That till date, the possession has not been offered and the project is far from being completed. It is a matter of record that no occupancy certificate has been applied till date and the essential services are incomplete in the project. The entire aim of creating

affordable living has been miserably violated by the respondent, due to its inordinate delay. Thus, there is a delay of more than 2 years 9 months 21 days and the respondent has failed to offer a valid possession and compensation for the delay in offer of possession.

- XII. That the respondent failed in complying with all the obligations, not only with respect to the agreement with the complainant but also with respect to the concerned laws, rules, and regulations thereunder, due to which the complainant faced innumerable hardships. Moreover, the respondent made false statements about the progress of the project as and when inquired by the complainant. That thereafter, the malafide conduct and unlawful activities of the respondent continued which has consequently led the complainant to go through mental agony and financial distress. It is further submitted that taking advantage of the dominant position and malafide intention had restored to unfair trade practices by harassing the complainant by way of delaying the project by diversion of the money from the innocent and gullible buyer.
- XIII. That accordingly, the respondent is bound to make the payment of interest on the amount deposited by the complainant till the actual handover of possession. That the complainant has a statutory right under section 18 of the act, which, cannot go unnoticed.
- XIV. That the respondent has utterly failed to fulfil its obligation to deliver the possession of the apartment in time and adhere to the contentions of the agreement which has caused mental agony,

harassment, and huge losses to the complainant, hence the present complaint.

- XV. That it is a matter of fact that the GST was implemented on 01.07.2017. Thereafter, w.e.f. 01.04.2019, the rates of imposition of GST were revised. For an Affordable Housing Project, the rate that can be charged from the allottee ,1% without input tax credit or 8% with input tax credit
- XVI. That the promoter was given an option to either charge GST at the new rates or continue charging the same at the old rates. That the promoter has been charging GST @ 8% from the complainant, as is also evident from the demand letters issued to the complainants however no input tax credit/itc has been given to the complainant. The demand letters and receipt annexed herewith show the complete payment made by the complainant. That despite having made the payment of the lawful demands, no input tax credit, or profiteering benefit has been granted to the complainant.
- XVII. That the complainant had raised this issued and sent an email to the respondent, requesting the respondent to address the issue and make required adjustments. Nonetheless, the respondent neither addressed the issue.
- XVIII. That despite receiving more than 87% of the payment for the concerned unit, the respondent has been threatening the complainant to cancel the unit and has sent an arbitrary letter dated 21.07.2021.
- XIX. That the respondent has been acting in utmost malafide and depriving the complainant from enjoying the benefits reserved to

him in law and by the government. That the respondent has always attempted to financially crunch the complainant and take undue benefits over wrongful gain to the complainant, all of which cannot be accepted, under any circumstance whatsoever.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - I. To direct the Respondent to execute an Agreement for sale of the Unit with the Complainant.
 - II. To take cognizance against the Respondent for violation of Section 13.
 - III. To Direct the Respondent to give delayed possession charges @MCLR+2% from due date of possession till the date of actual physical possession at the prescribed rate of interest
 - IV. To direct the Respondent to provide a valid Physical Possession after receipt of Occupancy Certificate.
 - V. To direct the Respondent to give anti-profiteering credit/input tax credit to the Complainant.
 - VI. To direct the Respondent to execute the Conveyance Deed after offering valid offer of possession to the Complainant.
 - VII. To take action for violation of section 6, i.e., non-extension of registration of the Act.
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 has contested the complaint vide its reply dated 31.10.2025 on 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 complainant is estopped from filling the present complaint by his own act, conduct, omissions, admissions, acquiescence and laches.
 - iii. 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.
 - iv. That the complainant has not come before this honourable court with clean hands and has suppressed true and material facts. He has intentionally not disclose the correct facts before this honorable court.
 - v. That the complainant is a willful defaulter and deliberately, intentionally and knowingly have not paid timely installments. The complainant is a defaulter under section 19(6) & 19(7) of the real estate (regulation & development act, 2016. It is humbly submitted that the complainant failed to clear his outstanding dues despite several reminders that were issued by the respondent.

- vi. The complainant has engaged in unlawful conduct, including but not limited to making false and baseless allegations, spreading misinformation, and engaging in defamatory practices. These actions go beyond the realm of contractual disputes and suggest a deliberate attempt to harm the reputation and business interests of the respondent company. This act and unlawful conduct of the complainant at various platforms led to the life threat to the promoters/directors and their respective families.
- vii. The respondent contends that the complainant's motives are marred by malafide intentions. The present complaint, founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. The complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint. This action is not only illegal and unlawful but also goes against the principles of natural justice.
- viii. There is every apprehension that the complainant in collusion with any staff member of the respondent company including ex-employee or those who held positions during that time may put forth the altered and fabricated document which is contradictory to the affordable housing policy should not be considered binding on the company in any manner whatsoever.
- ix. That in case cancellation notice by the respondent has been issued to the complainant and given time has been expired and thereafter the complainant by manipulation and in collusion with the bank or any staff of respondent company and got the funds transferred in the respondent company account and got the receipt from the

company, it does not mean that cancellation has been revived in any manner whatsoever.

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 submissions made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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 the relief sought by the complainant.

F.I Pass an appropriate order directing respondent to restore the canceled unit 2204, 22nd floor, tower 3 in Expressway Towers.

F.II To direct the Respondent to execute an Agreement for sale of the Unit with the Complainant.

F.III To take cognizance against the Respondent for violation of Section 13.

F.IV To direct the Respondent to give delayed possession charges @MCLR+2% from due date of possession till the date of actual physical possession at the prescribed rate of interest.

F.V To direct the Respondent to provide a valid Physical Possession after receipt of Occupancy Certificate.

To direct the Respondent to give anti-profiteering credit/input tax credit to the Complainant.

To direct the Respondent to execute the Conveyance Deed after offering valid offer of possession to the Complainant.

To take action for violation of section 6, i.e., non-extension of registration of the Act.

12. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

13. The complainant applied for booking of a flat, thereafter the complainant was allotted a unit in the project namely "Expressway Tower, Sector-109, Gurugram, Haryana" unit no. 604, tower-09, admeasuring 324 sq. ft. (carpet area) as per the allotment letter dated 01.04.2017 annexed at page 18 of the complaint. The project is an affordable group housing colony. It has been observed that the allottee has paid a sum of Rs. 12,19,074/- against the total sale consideration of Rs. 13,87,048/- as evident from the demand letters annexed with the complaint.
14. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

*.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

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

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., 28.11.2025 is 8.85. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

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

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

Explanation. —For the purpose of this clause—

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainant in case of delay 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. The respondent vide its reply dated 31.10.2025 has contended that the complainant has not paid the outstanding installments with interest. For that reason, the respondent has cancelled her 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.

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 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.
25. The complainant has submitted that he is entitled to seek Input Tax Credit of GST pursuant 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 National Anti-Profiteering Authority. The Authority observes 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"*
26. 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 allottee is at liberty to approach the State Screening Committee Haryana for initiating proceedings under section 171 of the HGST Act against the respondent

27. 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.

G. Directions of the authority

28. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% 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 within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules.
- iii. The 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.
- iv. 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.
- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% 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.

- vi. 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.
29. Complaint stands disposed of.
30. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

28.11.2025

HARERA
GURUGRAM