

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

Date of decision : 16.12.2025

NAME OF THE BUILDER		M/s Burman GSC Estate Private Limited	
PROJECT NAME		"Gurgaon Spectrum Centre", Sector 82A, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/3020/2025	Rajiv Agarwal and Punam Agarwal V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
2.	CR/3021/2025	Rajiv Agarwal and Punam Agarwal V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
3.	CR/2999/2025	Rati Barman and Manish Barman V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
4.	CR/3015/2025	Rajiv Beri and Nutan Beri V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
5.	CR/3094/2025	Hitesh Mittal and Versha Mittal V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
6.	CR/3149/2025	Simranjeet Kaur and Arvinder Singh and Vivek Nagar V/S	Shri Harshit Batra (Advocate)

		Burman GSC Estate Private Limited	Shri Vinay Kumar Yadav (Advocate)
7	CR/3312/2025	Anupamma Khera and Sonia Khera V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
8	CR/3207/2025	Alka Solanki V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
9	CR/3278/2025	Col. Amarbir Singh Riar and Puneet Riar V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
10	CR/3148/2025	Ajay Pal Singh Mehar and Gurneet Kaur Mehar V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
11	CR/3009/2025	Namrata Agarwal and Vikram Agarwal V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
12	CR/3008/2025	Sanjay Istwal V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
13	CR/3032/2025	Anil Kumar Rekhi and Madhu Rekhi V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)

14	CR/3837/2025	Shakshi Singhal and Shweta Bansal V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
15	CR/3033/2025	Dinesh Arora and Neera Arora V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)
16	CR/4340/2025	Daljeet Kaur V/S Burman GSC Estate Private Limited	Shri Harshit Batra (Advocate) Shri Vinay Kumar Yadav (Advocate)

CORAM:	
Shri Arun Kumar	Chairman
Shri Phool Singh Saini	Member

ORDER

1. This order shall dispose of the aforesaid complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, Gurgaon Spectrum Centre", Sector 82A being developed by the same respondent/promoter i.e., M/s Burman GSC Estate Private Limited. The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges and other reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location		"Gurgaon Spectrum Centre", Sector 82A, Gurugram, Haryana					
Nature of the project		Serviced Apartment					
Project area		4.4375 Acre					
DTCP License No. and validity		License no. 135 of 2008 Dated-28.06.2006					
HRERA Registered		Registered					
Possession Clause (13.4)	<i>..... the developer proposes to offer the possession of the serviced apartment to the allottee within a period of 45 months from the date of execution of this agreement. The allottee further agrees and understands that the developer shall additionally be entitled to a period of 180 days, after the expiry of the said commitment period to allow for unforeseen delays beyond the reasonable control of the developer.....</i>						
S.N	CR NO.	Serviced Apartment no. and area	Date of buyer agreement	Due date of possession	Date of occupation certificate	Offer of possession	Relief
1.	CR/30 20/20 25 Raj	1211, 12 th floor	10.02.2017 (page 32 of	10.05.2021	19.11.2024.	Not offered	I.To direct the Respondent to pay the delayed possession charges to the Complainants @



<p>iv. Agarwal and Punam Agarwal Vs Burman GSC Estate Private Limited</p>	<p>(page 33 of complaint) Area: 663 sq.ft</p>	<p>complaint) Date of rental Pool Agreement: 10.02.2017.</p>	<p>(grace period is allowed)</p>	<p>BSP: Rs. 33,15,000/- (page 40 of complaint) A.P: Rs. 42,67,816/- (page 18 of complaint)</p>	<p>MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or V. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or VI. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or VII. To initiate proceedings against the Respondent for</p>
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D.O.F:
26.06.2025

Reply received:

25.11.2025

							violating Section 4(2)(f)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or, VIII. To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,
2	CR/30 21/20 25 Rajiv Agarwal and Punam Agarwal Vs. Burman GSC Estate Private Limited	1212, 12 th floor (page 30 of complaint Area: 663 sq.ft.	10.02.2 017 (page 29 of complaint) Rental Pool Agreement: 10.02.2 017	10.05.20 21 (grace period is allowed)	19.11.2 024 (page 51 of reply)	Not offered BSC: Rs. Rs. 33,15,0 00/- (page 37 of complaint) A.P: Rs. 42,67,8 16/- (page 18 of complaint)	I To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of

							<p>execution of the Agreement dated 21.10.2016; and/or</p> <p>V. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VI To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>VIITo initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act, and/or,</p> <p>VIII To grant leave to the Complainants to approach the Ld. Adjudicating Officer B/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,</p>
3	CR/29 99/20 25 Rati Barma n and Manish Barma n Vs Burma n GSC	1218, 12 th floor (page 31 of compla int) Area: 893 sq.ft	21.10.2 016 (page 30 of compla int)	21.01.20 21 (grace period is allowed)	19.11.2 024 (page 51 of reply)	Not offered BSC: Rs. 82,60,2 50/- (page 33 of compla int)	<p>ITo direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or,</p> <p>II. To direct the Respondent to execute</p>

	<p>Estate Private Limited.</p> <p>D.O.F: 26.06.2025</p> <p>Reply received: 25.11.2025</p>		<p>Rental Pool Agreement: 21.10.2016</p>			<p>A.P: Rs. 94,20,179/- (page 9 of complaint)</p>	<p>the unconditional Conveyance Deed under section 18 of the Act; and/or</p> <p>III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e @12%.</p> <p>IV. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>V. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VI. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>VII To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or.</p> <p>VIII. To grant leave to the Complainants to approach the Ld.</p>
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							Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,
4	CR/30 15/20 25 Rajiv Beri and Nutan Beri Vs Burma n GSC Estate Private Limite d D.O.F: 26.06.2 025 Reply receiv ed: 11.11.2 025	1615, 16 th floor (page 33 of compla int) Area: 663 sq.ft	27.10.2 016 (page 32 of compla int) Rental Pool Agree ment: 27.10.2 016	27.01.20 21 (grace period is allowed)	19.11.2 024 (page 51 of reply)	Not offered BSC: Rs. 51,01,2 50/- (page 48 of compla int) A.P: Rs. 68,17,7 00/- (page 10 of compla int)	I.To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or

						<p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p> <p>XI. To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or,</p>
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							<p>XII. To grant leave to the Complainants to approach the I.d. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or;</p>
5	<p>CR/30 94/20 25 Hitesh Mittal and Versha Mittal Vs Burman GSC Estate Private Limited</p> <p>D.O.F: 10.07.2025</p> <p>Reply received: 11.11.2025</p>	<p>1612, 16th floor (page 31 of complaint)</p> <p>Area: 663 sq.ft</p>	<p>20.10.2016 (page 30 of complaint)</p> <p>Rental Pool Agreement: 20.10.2016</p>	<p>20.01.2021 (grace period is allowed)</p>	<p>19.11.2024 (page 53 of reply)</p>	<p>Not offered</p> <p>BSC: Rs. 58,01,250/-</p> <p>A.P: Rs. 68,17,946/-</p>	<p>I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or,</p> <p>II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or</p> <p>III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e. @12%.</p> <p>IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or</p> <p>V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the</p>

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							Sections 60 and 61 of the Act; and/or, XII. To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,
6	CR/31 49/20 25 Simran jeet Kaur and Arvind er Singh and Vivek Nagar Vs Burma n GSC Estate Private Limite d.	607, 6 th floor (page 34 of compla int) Area: 663 sq.ft	14.11.2 016 (page 33 of compla int) Rental Pool Agree ment: 14.11.2 016	14.02.20 21 (grace period is allowed)	19.11.2 024 (page 53 of reply)	Virtual Posses sion: 29.11.2 024 (page 56 of reply) BSC: Rs. 58,01,2 50/- A.P: Rs. 75,41,3 68/-	I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the
	D.O.F: 10.07.2 025						
	Reply receiv ed:						

	11.11.2 025						<p>parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p> <p>XI. To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section</p>
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7	CR/33 12/20 25 Anupama Khera and Sonia khera Vs Burman GSC Estate Private Limited.	811, 8 th floor (page 34 of complaint)	17.05.2 017 (page 33 of complaint) Rental Pool Agreement: 17.05.2 017	17.08.20 21 (grace period is allowed)	19.11.2 024 (page 53 of reply)	Virtual Possession: 29.11.2 024- (page 56 of reply) BSC: Rs. 58,01,2 50/- (page 41 of complaint) A.P: Rs. 60,49,4 90/- (page 10 of complaint)	I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically
	D.O.F: 10.07.2 025 Reply received: 11.11.2 025	Area: 663 sq.ft					

						<p>agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p> <p>XI. To initiate proceedings against the Respondent for violating Section</p>
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8	CR/32 07/20 25 Alka Solanki Vs Burma n GSC Estate Private Limite d. D.O.F: 10.07.2 025 Reply receiv ed: 11.11.2 025	1413, 14 th floor (page 34 of compla int) Area: 663 sq.ft	08.12.2 016 (page 33 of compla int) Rental Pool Agree ment: 08.12.2 016	08.03.20 21 (grace period is allowed)	19.11.2 024 (page 53 of reply)	Not offered BSC: Rs. 56,27,2 13/- (page 41 of compla int) A.P: Rs. 66,17,2 96/- (page 10 of compla int)	I To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal charges, including holding charges or any

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9	CR/32 78/20 25 Col. Amarbir Singh Riar and Puneet Riar Vs Burman GSC Estate Private Limited. D.O.F: 10.07.2025 Reply received: 11.11.2025	306, 3rd floor (page 33 of complaint) Area: 663 sq.ft	08.12.2016 (page 32 of complaint) Rental Pool Agreement: 08.12.2016	08.03.2021 (grace period is allowed)	19.11.2024 (page 53 of reply)	Virtual Possession: 29.11.2024 (page 56 of reply) BSC: Rs. 59,00,932/- (page 40 of complaint) A.P: Rs. 74,45,464/- (page 20 of complaint)	I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal charges, including



						<p>holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p> <p>XI.To initiate proceedings against the</p>
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							Respondent for violating Section 4(2)(f)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or, XII. To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,
10	CR/31 48/20 25 Ajay Pal Singh Mehar and Gurnee t Kaur Mehar Vs Burma n GSC Estate Private Limite d. D.O.F: 11.07.2025 Reply received:	1215, 12 th floor (page 29 of complaint) Area: 663 sq.ft.	21.10.2016 (page 28 of complaint) Rental Pool Agreement: 21.10.2016	21.01.2021 (grace period is allowed)	19.11.2024 (page 57 of reply)	Not offered BSC: Rs. 56,68,982/- A.P: Rs. 64,07,313/-	I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal

	11.11.2 025.						<p>charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p>
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							<p>XI. To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or,</p> <p>XII. To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,</p>
11	<p>CR/3009/2025 Na mrata Agarwal and Vikram Agarwal Vs Burman GSC Estate Private Limited.</p> <p>D.O.F: 26.06.2025</p> <p>Reply received: 25.11.2025</p>	<p>614, 6th floor (page 49 of complaint)</p> <p>Area: 663 sq.ft</p>	<p>21.10.2016 (page 46 of complaint)</p> <p>Rental Pool Agreement: 21.10.2016</p>	<p>21.01.2021 (grace period is allowed)</p>	<p>19.11.2024 (page 172 of complaint)</p>	<p>Virtual Possession: 29.11.2024</p> <p>BSC: Rs. 56,82,225/-</p> <p>A.P: Rs. 67,41,589/-</p>	<p>I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or,</p> <p>II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or</p> <p>III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%.</p> <p>IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or</p>

						<p>V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainant; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses, to the Respondent/Lemon</p>
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							Tree Hotels/ any other hotel operator. XI To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or, XII : To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,
12	CR/300 8/2025 Case titled as Sanjay Istwal VS Burman GSC Estate Private Limited D.O.F: 27.06.2 025 Reply received: 26.11.2 025	1401, 14 th floor admea suring 663 sq. ft. [As per Allotm ent letter at page 25 of compla int & As per BBA at page 34 of compla int]	05.12. 2016 [Page 33 of compla int] Draft Rental Pool Agree ment 05.12.2 016 [Page 70 of compla int]	05.03.20 21 (grace period is allowed)	19.11.202 4 [Page 52 of reply]	Not offered BC - 62,04, 023/- [Page 41 of compla int] AP- 72,82, 152/- (page 20 of compla int)	I To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or, II . To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or III . To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV . To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically

							<p>agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>V. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VI. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>VII. To initiate proceedings against the Respondent for violating Section 4(2)(I)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or,</p> <p>VIII. To grant leave to the Complainants to approach the I.d. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,</p>
13	CR/30 32/20 25 Case titled as Anil Kumar Rekhi and Madhu Rekhi	1210, 12th floor [As per Allotm ent letter at page 26 of compla int & as	21.10. 2016 [Page 31 of compla int] Rental Pool Agree ment-	21.01.20 21 (grace period is allowed)	19.11.2 024 [Page 52 of reply]	Not offered BC - Rs.58,0 1,250/- [As per BBA at pf 39 of	<p>I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or,</p> <p>II. To direct the Respondent to execute the unconditional</p>

<p>VS Burman GSC Estate Private Limited.</p> <p>D.O.F: 27.06.2025</p> <p>Reply received: 26.11.2025</p>	<p>per BBA at page 32 of complaint]</p> <p>663 sq. ft. [As per Allotment letter at page 26 of complaint & as per BBA at page 32 of complaint]</p>	<p>21.10.2016</p> <p>[Page 67 of complaint]</p>				<p>complaint]</p> <p>AP- Rs.68,61,473</p> <p>[as per demand letter dated 25.03.2021 receipt dated 06.04.2021 and TDS receipt annexed at page 110-135 of complaint]</p>	<p>Conveyance Deed under section 18 of the Act; and/or</p> <p>III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%.</p> <p>IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or</p> <p>V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties;</p> <p>IX. To direct the Respondent to pass on the benefit of the rent</p>
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							<p>gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p> <p>XI. To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or,</p> <p>XII. To grant leave to the Complainants to approach the J.D. Adjudicating Officer H/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,</p>
14	CR/38 37/20 25 Case titled as Shaksh i Shingh al &	613, 6th floor [As per Allotm ent letter at page 28 of	14.11.2 016 [Page 32 of compla int]	14.02.20 21	19.11.2 024 [Page 78 of complain nt]	Offer of virtual possession 29.11. 2024	<p>I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or,</p> <p>II. To direct the Respondent to execute</p>

<p>Shweta Bansal Vs: Buram n GSC Estate Pvt. Ltd.</p> <p>D.O.F: 08.08.2025</p> <p>Reply received: 26.11.2025</p>	<p>complaint]</p> <p>663 sq. ft.</p> <p>[As per Allotment letter at page 28 of complaint]</p>				<p>[Page 81 of complaint]</p> <p>BC- 57,14,231/-</p> <p>[as per BBA at page 40 of complaint]</p> <p>AP- 72,44,755/-</p> <p>[as per details at page 69 of complaint, nowhere denied by respondent]</p>	<p>the unconditional Conveyance Deed under section 18 of the Act; and/or</p> <p>III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e @12%.</p> <p>IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or</p> <p>V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or</p> <p>VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties.</p> <p>IX. To direct the Respondent to pass on</p>
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							<p>the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.</p> <p>XITo initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or,</p> <p>XII. To grant leave to the Complainants to approach the Id. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,</p>
15	CR/30 33/20 25 Case titled as Dinesh Arora and Neera	1415, 14th floor [As per Allotm ent letter at page 36. of	15.03.2 017 [Page 42 of compla int]	15.06.20 21	19.11.2 024 [Page 78 of complain nt]	Not Offered BC- 57,87,9 90	<p>I.To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or,</p>



<p>Arora VS Burman GSC Estate Private Limited.</p> <p>D.O.F: 27.06.2025</p> <p>Reply received: not received</p>	<p>complaint]</p> <p>663 sq. ft. [As per Allotment letter at page 36 of complaint]</p>	<p>Date of Rent Pool Agreement [Duly signed by all the parties]- 15.03.2017</p> <p>[Page 67 of complaint]</p>			<p>[Page 50 of complaint]</p> <p>AP- 68,47,890/-</p> <p>[as per pleadings of complainant at page 19 of complaint and receipts at page 111-126]</p>	<p>II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or</p> <p>III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%.</p> <p>IV. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the Agreement dated 21.10.2016; and/or</p> <p>V. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or</p> <p>VI. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or</p> <p>VII. To initiate proceedings against the Respondent for violating Section 4(2)(1)(c), and Section 6, punishable under Sections 60 and 61 of the Act; and/or,</p>
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							VIII. To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or.
16	CR/43 40/20 25 in Case titled as Daljeet Kaur V/S Burma n GSC Estate Private Limite d. D.O.F: 05.09.2 025 Reply receiv ed: not receiv ed.	819.8 floor [As per Allotm ent letter at page 25 of compla int] 893 sq. ft. [As per Allotm ent letter at page 25 of compla int]	27.10.2 016 [Page 32 of compla int] Date of Rental Pool Agree ment [Duly signed by all the parties]- 27.10.2 016 [Page 69 of compla int]	27.01.20 21 (grace period is allowed)	19.11.2 024 [Page of complain t]	Offer of virtual posses sion 29.11. 2024 [Page 152 of compla int] BC- Rs.80,3 7,000/ - [as per BBA at page 40 of compla int] AP- Rs.92,4 3,239/ - [as per pleadin	I. To direct the Respondent to pay the delayed possession charges to the Complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act; and/or. II. To direct the Respondent to execute the unconditional Conveyance Deed under section 18 of the Act; and/or. III. To direct the Respondent to refund the excess charges of GST collected from the Complainants @18% instead of the applicable rate of GST on the sale purchase of the under-construction commercial units like service apartments i.e.@12%. IV. To direct the Respondent to issue a fresh statement of account after adjustment of the delayed possession charges; and/or V. To direct the Respondent not to charge any illegal charges, including holding charges or any charges not specifically agreed between the parties at the time of execution of the

						<p>gs. in compla int at page 20 of compla int]</p>	<p>Agreement dated 21.10.2016; and/or VI. To direct the Respondent not to charge the maintenance charges till the handing over of possession to the Complainants; and/or VII. To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or VIII. To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; IX. To direct the Respondent to pass on the benefit of the rent gained by the Respondent to the Complainants as per the terms of the Agreement and the Rental Pool Agreement executed between the parties; and/or X. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/ Lemon Tree Hotels/ any other hotel operator. XI. To initiate proceedings against the Respondent for violating Section 4(2)(f)(c), and Section 6, punishable under</p>
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							Sections 60 and 61 of the Act; and/or; XII To grant leave to the Complainants to approach the Ld. Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the Agreement, and the Act, as committed by the Respondent; and/or,
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4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/3020/2025 titled as "Rajiv Agarwal and Punam Agarwal Vs. M/s Burman GSC Estate Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

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

CR/3020/2025 titled as "Rajiv Agarwal and Punam Agarwal Vs. M/s Burman GSC Estate Private Limited"

S. No	Particulars	Details
1.	Name of the project	"Gurgaon Spectrum Centre", Sector 82A, Gurugram, Haryana
2.	Project area	4.4375 Acre
3.	Nature of the project	Serviced Apartment
4	RERA Registered/ not registered	Registered
5	Serviced apartment no.	1211, 12 th floor (page 33 of complaint)
6	Unit area admeasuring	663 sq.ft. (page 33 of complaint)
7.	Date of execution of agreement to sell	10.02.2017 (page 32 of complaint)
8	Possession clause 13.4	<i>..... the developer proposes to offer the possession of the serviced apartment to the allottee within a period of 45 months from the date of execution of this agreement. The allottee further agrees and understands that the developer shall additionally be entitled to a period of 180 days, after the expiry of the said commitment period to allow for unforeseen delays beyond the reasonable control of the developer.....</i>
9.	Due date of possession	10.05.2021 (grace period is allowed)
10	Basic sale consideration	Rs. 33,15,000/- (page 40 of complaint)
11	Amount paid by the complainant	Rs. 42,67,816/-
12	Occupation certificate /Completion certificate	19.11.2024
13	Offer of possession	Not on record
14.	Rental pool agreement	10.02.2017 (page 11 of reply to the application filed by the complainant)

B. Facts of the complaint

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

- a) That the complainants are law-abiding and peace-loving citizens of India who were lured by the shrewd gimmicks of the respondent and had invested hard-earned money into the project of the Respondent relying on the various representations and warranties made by the respondent and its officials with respect to the project's sanctioned plans, layouts, and delivery schedule.
- b) That relying on the representations, warranties, and assurances of the respondent and its directors, officials etc. that the respondent is a reputed developer and that it has the requisite skills and resources to execute, implement, develop, construct and complete the project in a timely and orderly manner within the committed and agreed timelines and also to further pool the various units in the project for effective and efficient leasing thereof so as to benefit the respective allottees, The complainants booked a unit no. 1212 on the 12th floor in serviced apartment block named as "The Spectrum" admeasuring 663 sq. ft. super area in the real estate development of the respondent, known under the name and style of "Gurgaon Spectrum Centre" at sector 82 a, Gurugram, Haryana ("project"). The said unit was jointly allotted to the allottees vide an allotment letter dated 05.11.2015, where it was maintained that the basic cost of the Unit will be Rs. 33,15,000/- along with the development charges of Rs. 2,98,350/- and car parking Rs. 5,00,000/-.
- c) That the respondent, after the letter of allotment dated 05.11.2015 and after a substantial delay, sent a pre-printed builder buyer agreement, which the complainants were reluctant to sign, as the agreement contained many arbitrary and one-sided clauses to suit to the convenience of the respondent. However, the complainants after investing their hard-earned money and in apprehension of losing their already paid consideration against the total consideration, were coerced to sign the Agreement on dotted lines with no option and opportunity to negotiate the terms and conditions and thus, the

complainants signed the builder buyer agreement on 10.02.2017, as is evident from the agreement annexed.

- d) That such action of the respondent clearly amounts to unfair trade practices, adopted by the respondent inasmuch as such unilateral and one-sided clauses favouring the builder are clearly arbitrary in the eyes of law and are covered under the definition of 'unfair trade practice'. The Hon'ble Supreme Court, in recent judgements like NBCC (India) vs Shri Ram Trivedi (2021) 5 SCC 273 and Experion Developers Pvt. Ltd. vs Sushma Ashok Shiroor 2022 SCC OnLine SC 416, has opined that when the terms and conditions are such that it benefits the builders only and the flat purchasers have no other option but to comply such clauses, then such clauses are not binding as the clauses providing for exclusion of certain periods for calculating completion date/due date of possession as well as delay compensation should be reasonable and not one-sided. Furthermore, the Court further held that the concerned authorities and fora are empowered to award statutory compensation as well as just and reasonable compensation and they are not constrained by the arbitrary clauses, or the arbitrary rates prescribed in such one-sided agreements.
- e) That after the booking and even at the time of execution of the agreement, the respondent made false representations and gave false assurances and commitments with respect to the project and the timely delivery of the said project to the complainant, knowing them to be false and incorrect and in fact, all of them proved to be false and incorrect. In-fact, from the very beginning, the respondent had a malafide intent and various assurances, and commitments were given on the false pretext and there was no intent to honour such commitments on part of the respondent.
- f) That the complainant's dream of owning the said unit and enjoying and reaping in, securing and deriving the benefits therefrom (both monetary and

otherwise), as promised and contractually committed by the respondent, has been shattered by the respondent in a most unlawful and illegal manner. It is anticipated that the project was launched, and bookings were accepted with the intention to cheat and harm the innocent buyers and dupe them as is the case of the respondent despite being part of the well-known business conglomerate and the respondent and its promoters and management had no intent to honour their commitments and all their promises and assurances turned to be false and untrue.

- g) That the complainants, trusting the words and promises of the respondent and its senior management, diligently kept on paying the demands raised from time to time by the respondent in the hope that the said payments from the hard-earned incomes of the complainant(s) are going towards the timely delivery of the said Unit. However, all the promises, assurances and undertakings of the respondent turned out to be false, misleading, and untrue.
- h) That the relationship between the parties is contractual in nature and is governed by the builder-buyer agreement executed between the parties. The rights and obligations of the parties flow directly from the builder-buyer agreement according to which, the respondent was obligated to complete the construction and development of the said project and to deliver the possession of the said unit and further lease out the same within time as committed to the complainants and contractually undertaken in the agreement and even as otherwise declared and committed to the Authority for registration of the project as on on-going project under the Act. However, the respondent miserably failed to comply with the said obligation which directly flowed from the Clause 13 subclause 13.4 of the Agreement despite being bound by the terms and conditions of the said agreement.

- i) That since the builder buyer agreement was signed between the parties on 10.02.2017, the due date for offer of possession, as computed from the said date of execution of the builder buyer agreement comes out to be 10.11.2020 (10.02.2021 if grace period is being allowed by the Ld. Authority). The respondent has evidently delayed the offer of possession as per the committed period / time schedules by over 4 (Four) years. The respondent has always been vague and ambiguous in updating about the status of development and completion of the project. Admittedly, the respondent is in breach of its contractual obligations and the provisions of the Act and the rules framed thereunder.
- j) That there have been multiple emails exchanged between the complainant and the respondent regarding the possession and the execution of the required documents but the respondent, at every instance, has only given ambiguous and twisted answers to the complainant leading to increased confusion for the complainants.
- k) That since the builder buyer agreement was signed between the parties on 10.02.2017, the due date for offer of possession, as computed from the said date of execution of the builder buyer agreement comes out to be 10.11.2020. However, no offer of possession has been made by the respondent till this date even though the complainant(s) tried to get answers via number of emails, but the respondent has always given manipulated and twisted answers to the reasonable questions put forward by the complainant(s) rendering the complainant(s) nothing but helpless due to the unreasonable and illegal actions of the respondent.
- l) That it is pertinent to be mentioned herein that the respondent has not only failed to offer the possession of the apartment within the stipulated time period but has also got more money from the complainant by way of instalments than

the total sale consideration which was decided between the parties. It is submitted that the complainant(s) has, till date, made payment of a total amount of Rs. 42,67,816/- which, in itself, is more than the total sale consideration of the apartment in question i.e., Rs. 41,13,350/-.

- m) That the complainant had purchased the said serviced apartment with the hope of owning their own house and gaining out of the same in order to provide for their expenses but the same has been hindered by the delayed possession of the said apartment by the respondent to the complainant. The respondent has failed to offer the possession in time causing a huge monetary loss as well as mental agony to the complainant.
- n) That the respondent has gravely violated Sections 17 and 18 of the Act. The conduct of non-delivery of valid possession of the said unit by the respondent and non-execution of the conveyance deed within the stipulated time is the sheer default on part of the respondent.
- o) That, furthermore, the respondent has failed in complying with all the obligations, not only with respect to the agreement with the complainants but also with respect to the applicable laws, rules, and regulations thereunder and more particularly under the RERA Act. It is pertinent to mention here that the RERA registration of the said project was valid till 30.06.2020, which stands expired as on date and has not been renewed till date thereby also leading to a violation of Section 4(2)(l)(c) and Section 6 of the Act. The project has been categorized as "Lapsed Project" under the rules and regulations framed under the Act. The respondent has hence violated Section 11 (4) (b) of the Act.
- p) That with the dream of owning a commercial space to enjoy and reap in the benefits therefrom including but not limited to as one of the sources of income for the complainants from the project which was advertised to be a progressive and aesthetic property, has been crushed by the malafide and defaulting

conduct of the respondent and the said dream instead has turned into a nightmare causing mental and financial agony to the complainants. The said Unit was booked by the complainants with a hope that they would be able to derive the benefits out of the same and the proceeds would be beneficial for them during times of need, but the respondent has made the complainant(s) run from corner-to-corner causing grave mental agony to the complainant(s).

- q) That the present case is a clear exploitation of innocence and beliefs of the complainants and shows the intent of the respondent to retain the complainant's hard-earned money illegally and enjoy the same, without delivering the said Unit and without further leasing out the same and to continue in breaching the agreed timelines and its obligations under the contract and otherwise under the law.
- r) That it is pertinent to mention that the complainants, after the paying and depositing with the respondent, substantial sum of money in the project of the respondent and thereby closing all other options as were available to them, realized that all the assurances and representations made by the respondent are fraudulent and not worth to be relied upon as a wilful inordinate delay has been committed by the respondent in handover of the possession of the unit.
- s) That it is pertinent to be mentioned herein that the respondent has not only faulted in offering and providing the timely possession of the apartment in question but has also charged the GST @18% from the complainant(s) which is more than the maximum which can be charged from the complainant(s) as per the rules and regulations laid down in regard to the same and the same is a clear violation of the relevant provisions of the law.
- t) It is pertinent to mention that the respondent is a continued defaulter. That the respondent has tried to cheat and dupe the innocent and gullible buyers by diverting the money collected from them for their own use or benefits.

- u) That the act and conduct of respondent is contrary to the settled terms and conditions and the settled law. It is patent from the present facts that there has been grave default in the timely fulfilment of commitments by respondent, and the same has been acting contrary to the contractual terms. The complainants strongly opines that the method chosen by the respondent in duping the complainants amounts to unfair trade practices for which the respondent is liable to be punished in accordance with the law.
- v) That now, being aggrieved by such actions and acts of omissions of the respondent and non-adherence of the respondent to their contractual commitments and obligations besides their obligations under the law, the inordinate delay in the delivery of the said unit, the complainants have approached the authority for effective remedy.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):
- I. Direct the respondent to pay the delayed possession charges to the complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act.
 - II. Direct the respondent to execute the conveyance deed under section 18 of the Act.
 - III. Direct the respondent to refund the excess charges of GST collected from the complainants @18% instead of applicable rate of GST on the sale purchase of the under construction commercial units like service apartments.
 - IV. Direct the respondent not to charge any illegal charges, including holding charges or any charged not specifically agreed between the parties at the time of execution of the agreement dated 10.02.2017.
 - V. Directed the respondent to not charge the maintenance charges till the handing over of possession to the complainants.
 - VI. Direct the respondent to pass on the benefit of the rent benefit gained by the respondents to the complainants.

- VII. To initiate proceedings against the respondent for violating Section 4(2)(I)(c), and Section 6, punishable under Sections 60 and 61 of the Act.
- VIII. To grant leave to the complainants to approach the Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the agreement, and the Act, as committed by the respondent.
10. In CR. No. 3033/2025 and 4340/2025, the respondent-promoter has failed to file a reply despite several opportunities granted by the authority. It shows that the respondent is intentionally delaying the procedure of the Authority by avoiding filing the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondent.

D. Reply by the respondent

11. The respondent has contested the complaint on the following grounds.
- a) That it is submitted that before booking, the complainant made several visits to the office of the respondent to know about the details of the project titled as "**The Spectrum**", Sector -82A [hereinafter referred to as '**Project**'] located at Sector 82-A, Gurugram, Haryana. That the complainant enquired about the veracity of the project of respondent and had immense interest to invest in the project for profits/financial gains, as it is a **commercial project**. Therefore, the complainant came forward to invest in the project of respondent to extract speculative gains. That the complainant booked a unit by paying the requisite booking amount in the project of the respondent subject to the payment plan as accepted there under in the application form.
- b) That it is contended to note that the respondent being in a position of developer did not make any false promises or had not given fake assurances to the complainant. That all the terms and conditions were made crystal clear to the complainant at the time of booking and the application form therein and also at

the time of execution of agreement to sell/Builder Buyers Agreement. That the complainant proceeded with the agreement to sell/builder buyers agreement will-fully agreeing to the same without any objections whatsoever.

- c) That the project was delayed due to the reasons that the Hon'ble National Green Tribunal(NGT) had passed orders governing the entry and exit of vehicles in NCR region and the Hon'ble NGT has passed orders with regard to phasing out the 10 year old diesel vehicles from NCR. The pollution levels of NCR region have been quite high for the last couple of years at the time of change in weather in November every year. The delay in completion of project is mainly on account of orders of the National Green Tribunal (NGT) for banning construction activities at project site. The said orders were passed by the NGT from time to time due to unforeseen rise in pollution and high risk in air quality index. It is pertinent to note that re-mobilization of resources and commencing works in full swing after lifting of the ban is a slow process and therefore the overall impact of the ban was much extensive as compared to the actual ban. The Contractor of respondent could not undertake construction for approximately 2-3 months every year, in compliance of the orders of Hon'ble National Green Tribunal. There were frequent disturbances and disruptions in completion of construction activity at the spot causing delays which were unforeseen and absolutely beyond the power and control of the respondent. The details of the ban on construction and the number of days affected due to the same are enumerated herein below:-

Sr. No.	Year	Start Date	End Date	No. of Days	Remarks	
1	2018	01/11/2018	10/11/2018	9	Complete Ban	
2	2019	01/11/2019	09/12/2019	38	Complete Ban	
3	2019	09/12/2019	14/02/2020	67	Partial Ban	
4	2020	Loss in productivity of manpower output.			90	

5 2020 COVID-19-Delay in procurement of Kitchen equipment package, loose furniture. 116

Copies of the aforesaid orders of NGT are enclosed along with this form.

Validity of Registration Certificate=30th December 2020

Impact of NGT Ban & Covid-19 from date of registration until February 2020
= 320 days

- d) Further the impact of lockdown to curb the spread of Novel Corona Virus (Covid 19) leading to a complete halt in all activities except essential services has led to substantial delays in re-mobilization of manpower followed by adherence of MHA guidelines that has led to loss of productivity in manpower outputs to complete the works at site. Though we have ensured fast tracking the activities by targeting the completion of parallel work front and procurement of sourced items at site, few critical path activities have been delayed on the account of compliance of MHA guidelines to control the spread of Covid-19 in 2020 followed by Omicron in the year 2021 and the same is unforeseen delay beyond the control of the developer. Due to spread of Covid-19 and Omicron the Hon'ble Apex Court have extended all Kinds of Limitations from 15th March 2020 till 28th Feb 2022.
- e) The developer/builder committed to handover timely possession and hence with facing the aforesaid difficulties the construction of the project has been completed in February 2023, the aforesaid fact of completion of work can be verified with the spot inspection. Promptly after completion of project, the developer/respondent had applied for the grant of occupation certificate but the same application has been returned in original by the DGTCP, by stating the reason that the company shall apply for change in name of company under the beneficial policy dated 18.02.2015 or after the decision of Hon'ble High Court

in CWP No. 9586 of 2021 titled as Burman Estate Pvt. Ltd. Vs. State of Haryana. The respondent/developer was and still committed to give possession of the allotted unit within prescribed time but the unforeseen delay has been caused due to reasons stated above, which are beyond the power and control of the respondent/developer. The Occupation Certificate has been duly issued by the department of Town and Country Planning, Chandigarh, Haryana vide Memo No. ZP-464-Vol.-II/PA(DK)/2024/34907 dated 19.11.2024.

- f) That the respondent/developer have already spent enormous amount of money towards the due construction and development of the project of which occupation certificate was already applied but had been returned due to reason stated above. The respondent has filed their reply against show cause notice dated 02.04.2021 to The Director, town and Country Planning, Department Haryana in pursuant to order dated 10.10.2023 passed by the Hon'ble Punjab and Haryana High Court, Chandigarh on which hearing has been conducted on dated 02.02.2024 and the order of DGTCP was awaited. Now the aforesaid matter has been decided and settled, all formalities has been completed and the occupation certificate has been duly issued by the department of Town and Country Planning, Chandigarh, Haryana vide Memo No. ZP-464-Vol.-II/PA(DK)/2024/34907 dated 19.11.2024 rather the complainant did not come forward to take possession of the unit allotted to him.
- g) That the respondent/developers spent enormous sums of money (including funds borrowed from banks and financial institutions and other entities) and have duly performed their obligations have been unable to realize the proceeds of the said project from the complainant and the legitimate dues of the respondent/developers for no just and valid cause have been withheld by the allottees. The complainant has violated several provisions of the RERA Act, 2016 and Haryana RERA Rules, 2017 and are liable for the same. On account of

such breaches, delays and defaults of the respondents it is the respondent/developers who are entitled to claim compensation from the allottees including complainant. That as per Section 38 of the RERA Act, 2016, this Hon'ble Authority has the power to impose penalty or interest in regard to any contravention of obligations casted upon the complainant under the RERA Act, 2016 or the Haryana RERA Rules, 2017 and the regulations.

- h) That the complainant intentionally concealed material facts and filed present complaint with the sole purpose of avoiding the agreed terms of the agreement and to gain unlawful enrichment. That it is brought to the knowledge of the Authority that the complainant is guilty of placing untrue facts and are attempting to hide the true colour of the intention of the complainant. The present complaint is devoid of merit and thus liable to be dismissed. That the complainant has alleged some baseless allegations without stating as to how they are being aggrieved by the respondent. The complainant be put to the strict proof of the same. It is humbly submitted that the complainant has not come this court with clean hands and has withheld crucial information and the said complaint is liable to be dismissed on this ground alone.
- i) That the complainant is trying to shift his onus of failure on the respondent as it is the complainant who failed to comply his part of obligation and miserably failed to pay the instalments in time, which clearly shows the gross misconduct and malafide motive of the complainant who has pre-determined mala-fide motive to cause harassment and financial loss to the respondent by raising baseless and absurd allegations which are not maintainable in the eyes of law.
- j) That, it is evident that the entire case of the complainant is nothing but a web of lies and false and frivolous allegations made against the respondent and the same is an afterthought and a concocted story. That the various contentions and claims as raised by the complainant is fictitious, baseless, vague, and wrong and

created to misrepresent and mislead this Authority, for the reasons stated above. That it is further submitted that none of the reliefs as prayed for by the complainant is sustainable before the Authority and in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

12. All other averments made in the complaint were denied in toto.
13. 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

14. 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

15. 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

16. 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."

17. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the objections raised by the respondent.

F.1 Objection regarding delay due to force majeure circumstances.

18. The respondent-promoter raised contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of merit. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 10.11.2020. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that a respondent has already obtained a 6-month extension due to being "unqualified" as per clause 23 of the buyer agreement and is now seeking a second extension based on the COVID-19 pandemic which is unjustified double-benefit. Therefore, any extension in timeframe for handover of

possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e 10.05.2021.

G. Findings on the relief sought by the complainant

G.I Direct the respondent to pay the delayed possession charges to the complainants @ MCLR+2% from the due date of possession till the date of handing over of possession under section 18 of the Act.

19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by her as provided under the proviso to Section 18(1) of the Act which 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."*

20. Clause 13.4 of the buyer's agreement (in short, the agreement) provides the time period for handing over possession and the same is reproduced below:

"the developer proposes to offer the possession of the serviced apartment to the allottee within a period of 45 months from the date of execution of this agreement. The allottee further agrees and understands that the developer shall additionally be entitled to a period of 180 days, after the expiry of the said commitment period to allow for unforeseen delays beyond the reasonable control of the developer"

21. **Due date of handing over possession:** As per clause 13.4 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit within a period of 45 months from the date of this agreement with a grace period 180 days after the expiry of the said commitment period for unforeseen delays beyond the reasonable control of the developer. Accordingly, the due date of possession comes out to be 10.05.2021 including grace period.

22. **Admissibility of delay possession charges at prescribed rate of interest:**

The complainant is seeking delay possession charges. Proviso to section 18 provides that where an allottee(s) 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, *ibid*. 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]

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.

23. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. The rate of interest, determined by the legislature, is reasonable and if the said Rule is followed to award the interest, it will ensure uniform practice in all cases.
24. 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., 16.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
25. 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;”*

26. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondents/ promoters which is the same as is being granted to them in case of delayed possession charges.
27. On consideration of the circumstances, the evidence and other records and submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The due date of handing over possession was 10.05.2021. As far as grace period is concerned, the same is allowed for the reasons quoted above. The occupation certificate has been received by the respondent on 19.11.2024 but no possession of the subject unit offered to the complainant till date. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period. Therefore, the delay possession charges shall be payable from the due date of possession, i.e., from 10.05.2021 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.

28. Further, as per Section 19(10) of Act of 2016, the allottees are under an obligation to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 19.11.2024. There is nothing on record which shows that respondent has offered possession to the complainant till date. So, it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 month of reasonable time is being given to the complainant keeping in mind that even after intimation of possession, practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit, but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 10.05.2021 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
29. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession at prescribed rate of interest i.e., 10.80% p.a. w.e.f. 10.05.2021 till valid offer of possession after obtaining occupation certificate from the competent Authority plus 2 months or actual handing over of possession whichever is earlier.
- G.II Direct the respondent to execute the conveyance deed under section 18 of the Act.**

30. Under Section-17(1) proviso of the Act, 2016, the respondent/promoter is under an obligation to execute the registered conveyance deed in favour of the allottee/complainant within three months from the date of issue of occupancy certificate. The relevant provision is reproduced below:

" Section 17 . Transfer of title

- (1) *the promoter shall execute a registered conveyance deedlocal laws: Provided that, in absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from the date of issue of occupancy certificate.*

[Emphasis supplied]

31. The Authority hereby directs the respondent to execute the conveyance deed in favour of the complainants within 60 days from the date of this order.

G.III Direct the respondent to refund the excess charges of GST collected from the complainants @18% instead of applicable rate of GST on the sale purchase of the under construction commercial units like service apartments.

32. It is contended on behalf of complainants that the respondent raised an illegal and unjustified demand towards GST. It is pleaded that the liability to pay GST is on the builder and not on the allottee. But the version of respondents is otherwise and took a plea that while booking the unit as well as entering into flat buyer agreement, the allottee agreed to pay any tax/ charges including any fresh incident of tax even if applicable retrospectively. It is important to note that the possession of the subject unit was required to be delivered by 14.12.2021 and the incidence of GST came into operation thereafter on 01.07.2017. The authority is of view that the due date of possession is after 01.07.2017 i.e. date of coming into force of GST, the builder is entitled for charging GST w.e.f. 01.07.2017. The promoter shall charge GST from the allottees **where the same was leviable**, at the applicable rate, if they have not

Rental Pool Agreement, the respondent is liable to distribute to the complainant the "Owner's Share" of the Total Distributable Cash Flows. As per Schedule 2 of the Rental Pool Agreement, the owner's share is calculated proportionately on the basis of the owner's apartment area vis-à-vis the total saleable area, multiplied by the total distributable cash flows. Further, Clause 7.1 specifically provides that the rental pool entity shall transfer to the owner the owner's share for each half yearly period, subject only to the deductions expressly mentioned therein. Therefore, the respondent is directed to pass on the full benefit of rent accruing from the rental pool to the complainant strictly in accordance with the agreed formula mentioned in schedule 2 of the rental pool agreement and terms of the agreement, without withholding the distributable share except as contractually permissible.

G.VIII To initiate proceedings against the respondent for violating Section 4(2)(I)(c), and Section 6, punishable under Sections 60 and 61 of the Act

35. The complainant has stated that the registration of the project expired on 30.06.2020 and has not been renewed till date. In this regard, the planning branch of the Authority is directed to take necessary actions against the respondent for not applying for extension of registration/ non submission of CC/OC. A copy of this order be endorsed to the planning branch of the Authority for further action in the matter.

G.IX To grant leave to the complainants to approach the Adjudicating Officer U/S 71 and 72 R/W Section 31 of the Act for various violations of the agreement, and the Act, as committed by the respondent

36. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be

opted for composition scheme subject to furnishing of such proof of payments and relevant details.

G.IV Direct the respondent not to charge any illegal charges, including holding charges or any charged not specifically agreed between the parties at the time of execution of the agreement dated 10.02.2017.

G.V Directed the respondent to not charge the maintenance charges till the handing over of possession to the complainants

33. The respondent shall not charge anything from the complainant which is not the part of the agreement. However, holding charges shall also not be charged by the promoter at any point of time even after being part of agreement as per law settled by the Hon'ble Supreme Court in civil appeal no. 3864-3889/2020 dated 14.12.2020. Further, the complainants raised an objection towards the amount raised towards maintenance charges. This issue has already been dealt with by the Authority in complaint bearing no. **4031 of 2019 titled as "Varun Gupta Vs. Emaar MGF Land Limited" decided on 12.08.2021**, wherein it was held that the respondent is right in demanding maintenance charges at the rates' prescribed in the buyer's agreement at the time of offer of possession. However, the respondent shall not demand the maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the maintenance charges has been demanded for more than a year.

G.VI Direct the respondent to pass on the benefit of the rent benefit gained by the respondents to the complainants.

G.VII To direct the Respondent to start the rentals as per the terms of the Agreement and the Rental Pool Agreement executed between the parties

34. In Cr No. 3015-2025, 3094/2025, 3149-2025, 3312-2025, 3207/2025, 3278-2025, 3148-2025, 3009/2025, 3008/2025, 3032-2025, 3837-2025, and 4340-2025, the complainant took a plea to pass on the benefits of the rent gain by the respondent to the complainant. As per Clause 7 read with Schedule 2 of the

decided by the adjudicating officer as per section 71 and the quantum of compensation 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.

G.X To direct the respondent to issue a fresh statement of account after adjustment of the delayed possession charge,

37. In Cr No. 3015-2025, 3094/2025, 3149-2025, 3312-2025, 3207/2025, 3278-2025, 3148-2025, 3009/2025, 3008/2025, 3032-2025, 3837-2025, and 4340-2025, the complainant took a plea to issue fresh statement of account after adjustment of delay possession charge. The respondent is hereby directed to issue a fresh and updated statement of account in respect of the subject unit, after duly calculating and adjusting the amount payable towards delayed possession charges.

G.XI To direct the Respondent to disclose the LOI/ Agreement executed between the rental pool entity and the operator; and/or

38. In Cr No. 3015-2025, 3094/2025, 3149-2025, 3312-2025, 3207/2025, 3278-2025, 3148-2025, 3009/2025, 3008/2025, 3032-2025, 3837-2025, and 4340-2025, the complainant took a plea to disclose the LOI/agreement executed between the rental pool entity and the operator. It is an admitted position that a buyer's agreement and a rental pool agreement have been duly executed between the parties, wherein all the terms and conditions governing the service apartment, including rights, obligations, revenue sharing, management, and operational modalities, have been clearly stipulated. In order to ensure complete transparency and to protect the contractual and financial interests of the complainant, the respondent is directed that if, apart from the said agreements, any other agreement, memorandum of understanding or any form of contractual understanding has been executed involving the complainant, the

rental pool entity and/or the operator whether directly or indirectly affecting the complainant's rights, liabilities, revenue entitlement or the operation and management of the unit the respondent shall disclose the same to the complainant.

G.XII. The Respondent be directed that any loss incurred by the Respondent/ Lemon Tree Hotels/ any other hotel operator shall not be detriment of the Complainants and the Complainants under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator.

39. In Cr No. 3015-2025, 3094/2025, 3149-2025, 3312-2025, 3207/2025, 3278-2025, 3148-2025, 3009/2025, 3008/2025, 3032-2025, 3837-2025, and 4340-2025, the complainant took a plea that under no circumstances be asked to make further payment of any cost/ share in losses to the Respondent/Lemon Tree Hotels/ any other hotel operator. As per Clause 11, the Rental Pool Entity acts solely as an agent of the Serviced Apartment Owners while performing its duties under the agreement, which reproduced below as:

11.AGENCY RELATIONSHIP

In the performance of its duties hereunder, Rental Pool Entity shall act solely as the agent of the Serviced Apartment Owners. All debts and liabilities to third persons incurred by Rental Pool Entity with respect to the Rental Pool for the Serviced Apartment Business pursuant to this Agreement shall be the debts and liabilities of Serviced Apartment Owners only, and Rental Pool Entity shall not be liable for any such obligations by reason of its management, supervision, and direction of the day-to-day operations and management as appropriate and required to operate and manage the Serviced Apartment Business pursuant to this Agreement. Rental Pool Entity may so inform third parties of its relationship and may take any other reasonable steps to carry out the intent of this Clause.

40. It is clear from the above-mentioned clause, rental pool entity manages and operates the serviced apartment business on behalf of the owners, but it does not act as an independent principal. The clause clearly states that all debts and liabilities incurred toward third parties in relation to the rental pool business are the responsibility of the serviced apartment owners, not the rental pool entity. In other words, if any financial obligation arises from the operation of


the serviced apartments, the liability legally rests with the owners. However, the rental pool entity is responsible for managing, supervising, directing, and handling the day-to-day operations of the serviced apartment business as required under the agreement.

H. Directions of the authority


41. 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 delayed possession charges at the prescribed rate of interest i.e., 10.80% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession 10.05.2021 till the expiry of 2 months from the date of offer of possession plus 2 months, as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
- II. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*.
- III. The respondent is directed to execute the registered conveyance deed in favour of the complainant within 60 days from the date of this order.
- IV. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- 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., 10.80% 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.

- VI. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
- VII. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.
42. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
43. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
44. Files be consigned to registry.



Phool Singh Saini
Member



Arun Kumar
Chairman

Haryana-Real Estate Regulatory Authority, Gurugram

Dated: 16.12.2025