

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

Date of Decision: 19.05.2026

Name of the Builder		Ocean Seven Buildtech Pvt. Ltd.	
Project Name		Expressway Towers	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/2828/2025	Amanpreet Singh V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
2.	CR/2841/2025	Ravinder Singh V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
3.	CR/2831/2025	Baljit Singh Rathi V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
4.	CR/2833/2025	Ishita Haldar V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
5.	CR/2827/2023	Titly Tikoo V/s M/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
6.	CR/2837/2025	Sarjeet Singh V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
7.	CR/2822/2023	Mamta V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)

8.	CR/4403/2025	Rajeev Kumar and Sheetal Yadav V/s Ocean Seven Buildtech Pvt. Ltd.	Joginder Singh Tokas (Complainant) Kanishk Taneja (Respondent)
9.	CR/4404/2023	Gaurav Kumar Tomar and Monika V/s Ocean Seven Buildtech Pvt. Ltd.	B.L. Jangra (Complainant) Arun Yadav (Respondent)

CORAM:
Arun Kumar
Chairman
ORDER

1. This order shall dispose of all the 9 complaints titled as above filed before this authority in form CRA 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, "Expressway Towers" at Sector 109, Gurugram being developed by the respondent/promoter i.e., Ocean Seven Buildtech Private Limited. The terms and conditions of the builder buyer's agreements 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 award of possession and delayed possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale

consideration, amount paid up, and reliefs sought are given in the table below:

Project: "Expressway Towers" at Sector 109, Gurugram

Possession clause in Affordable Housing Policy-

1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.

1. Date of sanction of building plans- Date of sanction of building plans is 26.09.2016 as per information obtained from the planning branch.

2. Date of grant of environmental clearance- Date of grant of environmental clearance is 30.11.2017 as per information obtained from the planning branch.

3. Due date of handing over of possession- 30.05.2022

(The due date has been calculated as 4 years from date of grant of environmental clearance i.e., 30.11.2017 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020).

4. Occupation certificate- Not obtained

5. DTCP license no. 6 of 2016 dated 16.06.2016- Shree Bhagwan is the licensee for the project as mentioned in land schedule of the project.

6. RERA registration 301 of 2017 dated 13.10.2017 valid upto 12.10.2021.

Sr. No.	Complaint no./title/ date of filing complaint	Reply status	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total sale consideration and amount paid by the Complainant (s)	Relief Sought
1	CR/2828/2025 Amanpreet Singh V/s Ocean Seven Buildtech Pvt. Ltd. DOF- 02.07.2025	Reply received on 02.02.2026	1102, Tower 5, 11 th Floor 645 sq. ft. (Carpet area) & 99 sq. ft. (balcony area) (Page 45 of complaint)	03.10.2017	30.05.2022 Offer of possession- Not offered	TSC: Rs.26,29,500/- (page 48 of complaint) AP: Rs.27,60,323/- (As per ledger account on page 89 of complaint)	DPC, Handover physical Possession, Execute conveyance deed, restrain from demanding labour cess, vat, holding charge, maintenance charge, work contract tax, car parking charges and power backup charger, refund gst, not to cancel allotment till pending of the present complaint.

2	CR/2841/2025 Ravinder Singh V/s M/s Ocean Seven Buildtech Pvt. Ltd. DOF- 02.07.2025	Reply received on 10.02.20 26	203 , Tower 8, 2 nd Floor 307 sq. ft. (Carpet area) & 69 sq. ft. (balcony area) (Page 48 of complaint)	30.05.2017	30.05.2022 Offer of possession- Not offered	TSC: Rs.12,62,500/- (page 51 of complaint) AP: Rs.13,00,296/- (As per ledger account on page 92 of complaint)	DPC, Handover physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst , not to cancel allotment till pending of the present complaint .
3	CR/2831/2025 Baljit Singh Rathi V/s Ocean Seven Buildtech Pvt. Ltd. DOF- 02.07.2025	Reply received on 10.02.20 24	401, Tower 7, 4th floor 324 sq. ft. (Carpet area) & 69 sq. ft. (balcony area) (Page 10 of complaint)	30.05.2022	Offer of possession- Not offered	TSC: Rs.13,30,500/- AP: Rs.13,87,048/- (As stated by the complainant in its facts)	DPC, Handover physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst , not to cancel allotment till pending of the present complaint .

4	CR/2833/2025 Ishita Haldar V/s Ocean Seven Buildtech Pvt. Ltd. DOF- 02.07.2025	Reply received on 10.02.20 26	1408, Tower 4, 14th floor 644 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) (Page 54 of complaint)	25.05.2017	30.05.2022 Offer of possession- Not offered	TSC: Rs.26,26,000/- (As per page no. 54 of complaint) AP: Rs.29,06,732/- (As stated by the complainant in its facts)	DPC, Handover physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst , not to cancel allotment till pending of the present complaint .
5	CR/2827/2025 Titly Tikoo V/s M/s Ocean Seven Buildtech Pvt. Ltd. DOF- 02.07.2025	Reply received on 10.02.20 26	1103, Tower 3, 645 sq. ft. (Carpet area) & 99 sq. ft. (balcony area) (Page 39 of complaint)	-	30.05.2022 Offer of possession- Not offered	TSC: Rs.26,55,796/- (As per allotment letter at page 39 of complaint) AP: Rs. 26,55,796/- (As per ledger at page 41 of complaint)	DPC, Handover physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst not to cancel allotment till pending of the present complaint.

6	CR/2837/2025 Sarjeet Singh V/s M/s Ocean Seven Buildtech Pvt. Ltd. DOF-02.07.2025	Reply received on 10.02.2026	6, Tower 6, Ground Floor 645 sq. ft. (Carpet area) & 99 sq. ft. (balcony area) (Page 44 of complaint)	16.06.2017	30.05.2022 Offer of possession-Not offered	TSC: Rs.26,29,500/- (As per page 47 of complaint) AP: Rs. 22,95,015/- (As stated by the complainant in its facts)	DPC, Handover-physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst not to cancel allotment till pending of the present complaint.
7	CR/2822/2025 Mamta V/s M/s Ocean Seven Buildtech Pvt. Ltd. DOF-02.07.2025	Reply received on 10.02.2026	101, Tower 9, 1st floor 324 sq. ft. (Carpet area) & 69 sq. ft. (balcony area) (Page 45 of complaint)	03.11.2018	30.05.2022 Offer of possession-Not offered	TSC: Rs.13,30,500/- (As per page 48 of complaint) AP: Rs. 13,90,376/- (As per ledger at page 91 of complaint)	DPC, Handover-physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst not to cancel allotment till pending of the present complaint.

8	CR/4403/2025 Rajeev Kumar & Sheetal Yadav V/s M/s Ocean Seven Buildtech Pvt. Ltd. DOF- 11.09.2025	Reply received on 05.02.2026	206, Tower 3, 2nd floor 645 sq. ft. (Carpet area) & 99 sq. ft. (balcony area) (Page 39 of complaint)	18.08.2022	16.08.2022 Offer of possession- Not offered	TSC: Rs.26,29,500/- (As per page 42 of complaint) AP: Rs. 26,55,879/- (As per ledger at page 72 of complaint)	DPC, Handover physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst not to cancel allotment till pending of the present complaint.
9	CR/4404/2025 Gaurav Kumar Tomar and Monika V/s M/s Ocean Seven Buildtech Pvt. Ltd. DOF- 11.09.2025	Reply received on 05.02.2026	906, Tower 4, 9th floor 645 sq. ft. (Carpet area) & 99 sq. ft. (balcony area) (Page 39 of complaint)	18.08.2022	16.08.2022 Offer of possession- Not offered	TSC: Rs.26,29,500/- (As per page 42 of complaint) AP: Rs. 26,25,030/- (As per ledger at page 71 of complaint)	DPC, Handover physical Possession, Execute conveyance deed , restrain from demanding labour cess , vat , holding charge , maintenance charge , work contract tax , car parking charges and power backup charger , refund gst not to cancel allotment till pending of the present complaint.

1 Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviations Full form

DOF- Date of filing complaint

TSC- Total Sale Consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, 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(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/2828/2025 titled as Amanpreet Singh V/s Ocean Seven Buildtech Pvt. Ltd.*** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

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/2828/2025 titled as Amanpreet Singh V/s Ocean Seven Buildtech Pvt. Ltd.

S. N.	Particulars	Details
1.	Name of the project	"Expressway Towers", Sector 109, Gurugram
2.	Nature of the project	Affordable Housing

3.	Project Area	7.5 acres
4.	DTCP license no. and validity status	6 of 2016 dated 16.06.2016 valid upto 04.09.2024
5.	RERA Registered/ not registered	301 of 2017 dated 13.10.2017 valid upto 12.10.2021
6.	Unit no.	1102, 11 th floor & Tower-5 (As per page no.45 of the complaint)
7.	Unit area admeasuring	645 sq. ft. (Carpet area) & 99 sq. ft. (balcony area) (As per page no. 45 of the complaint)
8.	Date of allotment	21.09.2017 (As per page no. 40 of the complaint)
9.	Date of buyer's agreement	03.10.2017 (As per page no.43 of the complaint)
10.	Payment plan	Time linked payment plan (Page 67of the complaint)
11.	Possession clause	5.2 Possession Time The company shall sincerely endeavor to complete the construction and offer the possession of the said unit within five years from the date of the receiving of license ('Commitment Period), but subject to force majeure clause of this agreement and timely payment of installments by the allottee(s)..... (As per page no. 43 of the complaint)
12.	Possession clause in Affordable Housing Policy	1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
13.	Date of environment clearance	30.11.2017 (Taken from the similar project of a similar complaint)
14.	Date of approval of building plans	26.09.2016 (Taken from the similar project of a similar complaint)

15.	Due date of possession	30.05.2022 (Calculated as 4 years from date of grant of environmental clearance i.e 30.11.2017 as per policy of 2013 + 6 months as per HARERA notification no. 9/3 -2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020)
16.	Total sale consideration	Rs.26,29,500/- (As per page no. 48 of the complaint)
17.	Amount paid by the complainant	Rs.27,60,323/- (As per ledger account on page no. 89 of the complaint)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered
20.	Demand letter	11.01.2018, 12.04.2018, 25.04.2019, 01.05.2019 (Page 79-82 of complaint)
21.	Cancellation letter	Not on record
22.	Email for cancellation	01.06.2022 Email on page 115 of the complaint

B. Facts of the complaint

8. The complainant has made the following submissions: -

1. That relying on the representations, warranties, and assurances of the respondent about the timely delivery of possession, the complainant booked an apartment in the real estate project of the respondent, which being constructed under the name and style of "Expressway Tower" at Sector 109, Gurugram, under the affordable Housing Policy, 2013. The complainant after booking of the unit in the aforementioned project of the respondent has been harassed and agonized by the respondent who is guilty of not only providing deficient services has also been most unfair in his conduct with the applicant/ Complainant and the same stands proved from the

facts stated in the present complaint. A brief of the details of the unit booked by the complainant(s) under: -

Unit Details	2 BHK, Flat/Unit No.1102, Tower 5, 11th Floor, admeasuring 645 Sq. Ft. carpet area and 99 Sq. Ft. Balcony area.
Project details	"Expressway Towers" at Sector 109, Gurugram, under the Affordable Housing Policy, 2013 developed under the license No.301 of 2017dated 16.06.2016. Registration expired on 12.10.2021.
Allotment letter	21.09.2017
Builder Buyer Agreement	03.10.2017
Possession as per Affordable Housing Policy, 2013	Sec 1(iv): 4 years from the approval of Building plan or grant of environmental clearance whichever is later.
Start date for calculation of due date	Computed from building plan dated 26.09.2016 as also done by this Hon'ble Authority in <u>Navita Yadav v. OSB C. No.727 of 2020, order dated 12.05.2022.</u>
Due date	26.09.2020
Delay in offer of possession till 03.06.2025	4 years and 08 month.
Total Amount of the unit	Rs.26,29,500/-as per clause 4.1 Sale consideration of the BBA
Payment plan	Time linked

Amount paid	Rs.27,60,323/- i.e. more than 100% of the total sale consideration.
Upto date of the outstanding amount	Rs.0000/-
Extra amount paid to the respondent	1,30,823/-

II. That after the allotment of the unit to the complainant, the respondent offered the complainant a builder buyer agreement for execution the said builder buyer agreement was full of arbitrary and one sided clauses, terms and conditions without there being an option for changing the same. The complainant was not given a choice to alter or to change the one sided clauses terms and conditions in the builder buyer agreement and were made to sign the same. The respondent are guilty of not following and deviating from the terms and conditions of the affordable housing policy, under the builder buyer agreement and but have *malafidely* attempted to force its own illegal and unlawful terms and conditions on the complainant. For instance, the due date of possession has been *malafidely* extended over the above the timelines mentioned in the affordable housing policy, 2013. In case of delay in payment, 15% interest is charged from the complainant under clause 4.5 however, if there is default on part of the builder, he is not liable to pay interest on the same to the complainant. The respondent has also taken away the rights of complainant with respect to raising objections in case where there is an alteration in layout plan and design under clause 4.8 of the agreement. Labour Cess, VAT and WTC have been noted under Clause 4.9(iii) however, the same

cannot be legally charged. Thus, from the above, it is clear that the respondent is guilty of acting arbitrarily and without authority of law.

- III. That having no other option, the complainant was forced to sign the one sided and arbitrary builder buyer agreement due to the illegal and unlawful conduct of the respondent, the complainant booked the unit in the project of the respondent as he always wanted to own a residential house for himself and his family members and due to pressure and coercion of the respondent, executed one sided and arbitrary builder buyer agreement.
- IV. That the respondent has acted unilaterally, illegally, unlawfully and arbitrarily and has extended the due date for delivery of the unit of the complainant which is contrary and violative of the provisions of Affordable Housing Policy, 2013 and the said unilateral and illegal extensions are neither sustainable nor acceptable to the complainant under any circumstances. Under the sec 1(iv) of the Affordable Housing Policy, 2013, the possession of the unit was to be delivered within 4 years from the approval of building plan or from grant of environmental clearance, whichever is later. The due date for delivery of the unit has to be computed in terms of the provisions / clauses of the Affordable Housing Policy, 2013 and in the present case, the due date for delivery of possession of the unit has to be computed from 26.09.2016 the date of which the building plans were approved by the DTCP.
- V. That it is the case of the complainant that the respondent is guilty of defaulting and deficiency of service as till date, they

have not offered possession of the residential unit booked by the complainant and the project is far from being completed. No occupancy certificate has been applied till date and even the essential services like, sewerage, electricity and water supply are yet to be provided in the project. The respondent is not only guilty of violating but has also failed to act in terms of the affordable housing policy, 2013 and has failed the entire aim of creating affordable living due to its inordinate delay.

VI. That the respondent has failed to comply with various provisions and his obligations under the builder buyer agreement but has also acted in violation and against the law on the subject matter. The respondent has also failed to comply with the rules and regulations of various Government Authorities and the provisions of Affordable Housing Policy, 2013, due to which the complainant has faced humiliation, financial hardships and harassment. Moreover, the respondent is also guilty of making false and fabricated statements about the progress of the project as and when inquired by the complainant. The respondent is also guilty of duping innocent purchasers like the complainant of their hard earned money and the same would be clear from the fact that they make various promises at the time of selling their project to the consumers however, they failed to keep their promises and deceived the innocent and bonafide consumers like the complainant.

VII. That in case of delay in the offer of possession, the complainant has a remedy under proviso of section 18 of the Act to seek delay possession charges till the actual handover of possession. *Accordingly, the respondent is bound to make the payment of*

interest on the amount deposited by the complainant till the actual handover of possession of complainant's unit is offered by him. That the complainant has a statutory right under Section 18 of the Act, which cannot go unnoticed. It is the failure of the respondent / promoter to fulfill his obligations, and responsibilities with respect to handing over the possession within the stipulated time period. 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

VIII. That it is a matter of fact that the GST was implemented on 01.07.2017. Thereafter, w.e.f. 01.04.2019, the rates of imposition of GST were revised. For an Affordable Housing Policy, 2013, the rate that can be charged from the allottee:

1% without input tax credit or

8% with input tax credit.

IX. That the promoter was given the option to either charge GST at the new rates or continue charging the same at the old rates. That the promoter has been charging GST @ 8% from the complainant, which fact stands proved from the demand letter issued to the complainant due by 19.05.2020, however, till date no input tax credit /ITC has been given to the complainant. The demand letter and ledger annexed herewith show the payment made by the complainant. That despite having made the payment of the demands raised by the respondent, no input tax credit, or profiteering benefit has been granted to the complainant.

- X. That as per the Affordable Housing Policy, 2013 (read with amendment dated 04.01.2021 vide Memo No. PE-27(VOL-III)/2020/2-TCP/41), the parking space is to be provided at the rate of half equivalent car space (ECS) for every unit, and it is unclear as to what amount of parking charge has been levied. Looking at the illegal and unlawful acts of the respondent, the complainant seeks clear bifurcation of the total sale price, including the charges of parking. Thus, it is clear from the facts of the present case that excessive parking charges are being demanded by the respondent builder, the Hon'ble Authority may kindly be pleased to direct the respondent to refund the same.
- XI. That moreover, as per the amended Affordable Housing Policy, additional car parking can be provided at a cost after gaining consent of 2/3rd of the total allottee. The builder is guilty of committing illegal and unlawful acts in violation of Affordable Housing Policy 2013, as the builder is selling car parking at an exorbitant rates and encroaching upon the common areas of the project. That the builder should be restrained from carrying such illegal, *malafide* and unlawful activities in violation of the Affordable Housing Policy, 2013 as well as the provisions of Real estate (Regulation and development) Act, 2016.
- XII. That it is a settled position of law that in affordable housing projects, the builder is bound to maintain the project for a span of 5 years from the date of occupancy certificate. Accordingly, the respondent should be restrained from demanding maintenance charges from the complainant in future i.e. till 5 years from the date of the occupancy certificate in terms of clause 4(v) of Affordable Housing Policy, 2013.

- XIII. That restrain the respondent from demanding labour cess, vat, work contract tax, and power backup charges. The respondent seeks to put the additional burden of these costs over the complainant when the same is bound to be paid by the respondent only. Accordingly, the respondent be restrained from raising any such demand from the complainant.
- XIV. That the complainant had availed a loan facility from Tata Capitals for a sum of Rs.23,66,550/- and executed a sanction letter dated 25.10.2017. The bank had to disburse the payments to the builder as per the agreed payment plan. However, in complete contravention of the same, the respondent demanded monies in complete violation of the agreed payment plan, i.e. before having reached the respective milestone, the respondent demanded the monies from the complainant which the bank has duly denied. At this instance, it needs to be categorically noted that as per the RBI rules and regulations, SBI can only disburse the payment to the respondent in accordance with the construction and not otherwise.
- XV. That it is pertinent to mention that despite receiving more than 100% of the total sales consideration, the respondent has failed to complete the construction of the project and deliver the unit to the complainant. That being aggrieved by such *malafide* conduct of the respondent, the complainant asked the respondent to pay the delayed penalty to the complainant @15 p.a. but till date the complainant has not received any response from the respondent. That being aggrieved by such malpractices adopted by the respondent, the complainant is left with no other option but to file the complaint before the Hon'ble Authority.

XVI. That the conduct of the respondent has been the most arbitrary, unlawful and *malafide* since the very beginning. Despite having gravely defaulted in the construction of the unit, the material being used for construction being sub-standard, excess monies are being collected from the allottees, the builder has been committing misappropriation of funds in violation of the DTCP norms and the mandatory compliance under the RERA Act. In September 2022, the DTCP had also recommended the cancellation of the license of the projects of the respondent due to its continuous non-compliance.

XVII. That thereafter, vide another meeting of the allottee, held on 04.11.2022, with the Chairman, STP Gurugram, all of the aforesaid issues were categorically highlighted. The chairman had also suggested the allottees to approach HRERA for redressal of bilateral issues i.e. forensic financial audit etc. Additionally, the respondent was directed to not sell car parking over the common areas and was required to submit the approved site plan, showing the parking space.

XVIII. That in light of the above and in order to safeguard the interest of the complainant from the unlawful conduct of the respondent and in terms of the suggestions of the Chairman, STP. It is most humbly requested that a local commissioner be appointed to carry on the following issues:

- i. To ascertain the stage of construction of the project;
- ii. To verify if the construction quality is sub-Par;
- iii. To verify the illegal car parking being sold by the respondent;

iv. To verify is the development is in accordance with the site plan;

XIX. Additionally, forensic audit of the books of accounts be conducted to verify:

- i. The total amount of monies collected by the respondent from the allottees of the project;
- ii. The total amount of monies yet to be collected from the allottees;
- iii. The total amount of monies utilized towards the construction / development of the project.
- iv. The expenditure yet to be incurred towards the construction development of the project;
- v. If the fund from the allottees is being maintained in the Escrow Account or not;
- vi. The records of the accountancy verifying the disbursement of monies towards expenditure done for the construction development of the project till date;
- vii. Ascertain whether 70% of the deposit by the allottees was being deposited in the separate bank account.

XX. That the registration of the project has been expired since 12.10.2021, and the same has not been renewed till date. That accordingly, the respondent had committed default of Section 6 of the RERA Act and hence penal proceedings in this regard be initiated against the respondent.

XXI. That moreover, after an inordinate delay in the project, no specific date for handing over the possession has been undertaken by the respondent and hence, the respondent should

be directed to provide an affidavit, the date by when the valid and legal offer of possession shall be made by the respondent.

XXII. That in case of non-compliance of the same, penal proceedings for violation of section 4(2) of the Act be initiated against the Respondent. The said section is referred as under:

4(2)(I). The promoter shall enclose the following documents along with the application referred in sub section (1) namely;

(I) a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorized by the promoter, stating:

(C) the time period within which he undertakes to complete the project or phase thereof as the case may be.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):

- i. Direct the respondent to handover physical possession of the unit, to execute conveyance deed after offering valid offer of possession and to pay delay possession charges as per the Act.
- ii. Direct the respondent to not to cancel the allotment pending adjudication the present complaint.
- iii. Direct the respondent to modify clause 5.2 of the bba as the same is in violation of the policy.
- iv. Direct the respondent to restrain from demanding labour cess, vat, work contract tax, car parking charges power backup charges and no holding charges or maintenance charges or interest be levied upon the complainant.

- v. Direct the respondent to give anti profiteering credit/input tax to the complainant.
10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds.
- i. That the complaint filed by the complainant is not maintainable before this Hon'ble Authority as there is Arbitration Clause 16.2 and according to said clause in case of any dispute between the parties, the matter shall be referred for Arbitration as per Arbitration and Conciliation Act, 1996 and an Arbitrator shall be appointed by the company. The builder buyer agreement dated 03.10.2017 was signed and accepted by the complainant. Therefore, the complainant can't go back with the agreement entered between the parties.
 - ii. That the complainant is a willful defaulter and deliberately, intentionally and knowingly have not paid timely installments as per the agreement. It is submitted that the complainant is a defaulter under section 19(6) & 19(7) of the real Estate (Regulation & Development) Act, 2016. It is humbly submitted that the Complainant failed to clear his outstanding dues despite several reminders that were issued by the respondent.
 - iii. That the complainant has been engaged in unlawful conduct, including but not limited to making false and baseless allegations, spreading misinformation, and engaging in defamatory practices. These actions go beyond the realm of contractual disputes and suggest a deliberate attempt to harm the reputation and business interests of the respondent.
 - iv. That the respondent contends that the complainant's motives are marred by malafide intentions. The present complaint, founded on false,

fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. The complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint. This action is not only illegal and unlawful but also goes against the principles of natural justice.

- v. There is every apprehension that the complainant in collusion with any staff member of the respondent company including ex-employee or those who held positions during that time may put forth the altered and fabricated document which is contradictory to the affordable housing policy should not be considered binding on the company in any manner whatsoever.
- vi. That in case cancellation notice by the respondent has been issued to the complainant and given time has been expired and thereafter the complainant by manipulation and in collusion with the bank or any staff of respondent company and got the funds transferred in the respondent company account and got the receipt from the company, it does not mean that cancellation has been revived in any manner whatsoever.
- vii. That the complainant has consistently delayed making payments in accordance with the clearly outlined payment plan attached to both the application and the builder-buyer agreement. Despite numerous attempts by the respondent company, including telephonic calls, emails, and registered mail, the complainant has not responded positively to the requests for timely payments. The complainant has failed to pay the required instalments on time despite several attempts through telephonic call, emails, and various letters, therefore, the unit of the complainant deemed cancelled in above noted circumstances as per norms and conditions laid down in affordable group housing policy 2013 and agreement to sale.

- viii. That the respondent asserts its rights to re-allot the cancelled unit of complainant to a genuine buyer who shall be interested in the project and having trust and faith on the respondent company. Therefore, the complainant has not paid the outstanding instalments with interest for that very reason. The respondent company has cancelled his units and allotted the same to some other buyer who has faith and trust in the budget and company and agreed for the timely payment of the instalments.
- ix. That the complainant has been engaged in defamatory conduct on various platforms and public places. These actions are not only detrimental to the reputation of the respondent company but also constitute a clear violation of ethical standards. The complainant's defamatory activities, which are well-documented, have caused irreparable harm to the respondent's business, its promoters, and its ongoing and future projects.
- x. That the respondent firmly believes that the complainant's actions are driven by malafide intentions. The complainant has engaged in unlawful conduct, including but not limited to making false and baseless allegations, spreading misinformation, and engaging in defamatory practices. These actions go beyond the realm of contractual disputes and suggest a deliberate attempt to harm the reputation and business interests of the respondent.
- xi. That the final EC is CTE/CTO which has been received by the respondent in February 2018. Hence the start date of project is Feb 2018 and rest details are as follows:

Covid and NGT Restrictions		
Project completion Date	Feb-22	
Covid lock down waiver	18 months	
NGT stay (3 months approx. for every year)i.e. 6*3	18 months	

Total Time extended to be extended (18+18) months	36 months	
Accounts freezed & license suspended further time to be extended till the unfreezing of the accounts i.e. Feb- Mar 2024 (13 months)	Feb 2023 till date	
	Mar - 24	
Final project completion date (in case project is unfreezed) further time would be added till unfreezing the accounts	March-26	

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

12. 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

13. 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

14. 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

15. 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.

16. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the objections raised by the respondent:

F.I Objections regarding force majeure.

17. The respondent has further submitted that suspension of the license and freezing of accounts, starting from Feb 2023 till date have created a zero-time scenario for the respondent. Furthermore, the final EC is CTE/CTO which has been received by the respondent in February 2018, hence the start date of project is Feb 2018. However, all the pleas advanced in this regard are devoid of merits. As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.* The respondent has obtained environment clearance and building

plan approval in respect of the said project on 30.11.2017 and 26.09.2016 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession was 30.05.2022. As far as the contention of the respondent w.r.t the licence is concerned the project of the respondent was suspended by DTCP, Haryana vide memo dated 23.02.2023, due to grave violations made by it in making compliance of the terms and conditions of the licence and thereafter due to several continuing violations of the provisions of the Act, 2016 by the respondent, in view to protect the interest of the allottees, the bank account of the respondent related to the project was freezed by this Authority vide order dated 24.02.2023. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

18. In CR No. 4403/2025 and CR No. 4404/2025, the allottees were allotted the units vide allotment letter dated 16.08.2022. Since the complainants accepted the allotment on that date, it is reasonable to presume that they were aware of the prevailing circumstances at the relevant time. Consequently, the due date cannot be considered as 30.05.2022, as the complainants stepped into the shoes of the allottees only on 16.08.2022. Therefore, for the purposes of the above-mentioned cases, the relevant due date shall be taken as 16.08.2022.

F. II Objection regarding complainant is in breach of agreement for non-invocation of arbitration.

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

any dispute. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in ***National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506***, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. Therefore, by applying same analogy the presence of arbitration clause could not be construed to take away the jurisdiction of the authority.

20. Further, in ***Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017***, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainants and builders could not circumscribe the jurisdiction of a consumer. Further, while considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause in the builder buyer agreement, the hon'ble Supreme Court ***in case titled as M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018*** has upheld the aforesaid judgement of NCDRC and as provided in Article 141

of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. Therefore, in view of the above judgements and considering the provision of the Act, the authority is of the view that complainant is well within his right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

F.III Objection regarding the unit is cancelled.

21. The respondent in its reply has stated the complainant has not paid outstanding instalments and a huge amount of instalment along with interest is pending. The respondent has cancelled the allotment of the complainant unit a long time before. However no documentary proof is attached w.r.t cancellation. Therefore this plea of the respondent is hereby rejected.

G. Findings on the reliefs sought by the complainant:

G.1 Direct the respondent to handover physical possession of the unit, to execute conveyance deed after offering valid offer of possession and to pay delay possession charges as per the Act.

22. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

“Section 18: - Return of amount and compensation

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

.....

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

23. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

1 (iv)

"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."

24. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.* The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.11.2017 and 26.09.2016 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 30.05.2022. However, for two cases i.e, CR No. 4403/2025 and CR No. 4404/2025, the due date is 16.08.2022 as also explained in para 18 of this order.

25. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

26. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
27. 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., 19.05.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
28. 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;"

29. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
30. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Therefore, in view of the findings given above, the due date of handing over of possession was 30.05.2022 and in two cases i.e CR No. 4403/2025 and 4404/2025 the due date is 16.08.2022. However, the respondent has failed to handover possession of the subject apartment to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Further, the authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession till

valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

32. Further as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondent is directed to handover possession of the flat/unit and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

G.II Direct the respondent to not to cancel the allotment pending adjudication the present complaint.

33. In View of findings in G.I this relief became redundant.

G.III Direct the respondent to modify clause 5.2 of the bba as the same is in violation of the policy.

34. The complainant/allottees have invested in the project of the respondent namely Expressway Towers which is an affordable group housing project located in Sector 109, Gurgaon. The project is registered vide registration no. dated 301 of 2017 dated 13.10.2017.
35. In the present case the buyer's agreement was executed between the parties on 18.08.2022 . As per clause 5.2 of the agreement the respondent shall endeavor to complete the construction and offer the possession of the said unit within five years from the date of receiving of license and As per clause

1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later.

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

G.IV Direct the respondent to restrain from demanding labour cess, vat, work contract tax, car parking charges power backup charges and no holding charges or maintenance charges or interest be levied upon the complainant.

37. The complainant has sought the relief to restrain the respondent from demanding Labour Cess, VAT, WCT, car parking charges, power backup charges, holding charges and maintenance charges.

- **Labour Cess:-** The Labour cess is levied @ 1% on the cost of construction incurred by an employer as per the provisions of sections 3(1) and 3(3) of the Building and Other Construction Workers' Welfare Cess Act, 1996 read with Notification No. S.O 2899 dated 26.9.1996. It is levied and collected on the cost of construction incurred by employers including contractors under specific conditions. Moreover, this issue has already been dealt with by the authority in complaint bearing no.962 of 2019 titled **Mr. Sumit Kumar Gupta and Anr. Vs Sepset Properties Private Limited** wherein it was held that since labour cess is to be paid by the respondent, as such no labour cess should be separately charged by the respondent. The authority is of the view that the allottee is neither an employer nor a

contractor and labour cess is not a tax but a fee. Thus, the demand of labour cess raised upon the complainants is completely arbitrary and the complainants cannot be made liable to pay any labour cess to the respondent and it is the respondent builder who is solely responsible for the disbursement of said amount.

- **VAT:-** The promoter is entitled to charge VAT from the allottees for the period up to 31.03.2014 @ 1.05% (one percent VAT + 5 percent surcharge on VAT) under the amnesty scheme. However, if the respondent opted for composition levy, then also, the incidence of such taxes shall be borne by the respondent only. But if composition scheme is not availed, VAT may be charged on proportionate basis subject to furnishing of proof of having its actual payment to the concerned taxation Authority.
- **WTC (work contract tax):-** The complainants are seeking above mentioned relief with respect to restrain the respondent from demanding Work Contract Tax. The authority is of the view that the allottee is neither an employer nor a contractor hence, the respondent cannot charge the work contract tax to the complainant/allottee.
- **Car parking charges:-** The complainant is stating that the respondent is charging excessively parking charges from the complainant. The respondent is directed to charge for the car parking charges as mentioned in the Affordable Housing Policy, 2013 only and not beyond that.
- **Power Backup Charges:-** The issue of power back-up charges has already been clarified by the office of DTCP,

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

- **Holding Charges** - The developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed. Also, 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.
- **Maintenance Charges** - As per the clarification regarding maintenance charges to be levied on affordable group housing projects being given by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it is very clearly mentioned that the utility charges (which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.) can be charged from the allottees as per consumptions.

38. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

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

39. The complainant has sought the relief with regard to direct the respondent to give anti-profiteering credit/input tax credit to the complainants and charge the GST as per rules and regulations, the attention of the authority was drawn to the fact that the legislature while framing the GST law specifically provided for anti-profiteering measures as a check and to maintain the balance in the inflation of cost on the product/services due to change in migration to a new tax regime i.e. GST, by incorporating section 171 in Central Goods and Services Tax Act, 2017/ Haryana Goods and Services Tax Act, 2017, the same is reproduced herein below.

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

40. As per the above provision, the benefit of tax reduction or ‘Input Tax Credit’ is required to be passed onto the customers in view of section 171 of HGST/CGST Act, 2017. In the event, the respondent/promoter has not passed the benefit of ITC to the buyers of the unit in contravention to the provisions of section 171(1) of the HGST Act, 2017. The allottee is at liberty to approach the State Screening Committee Haryana for initiating proceedings under section 171 of the HGST Act against the respondent-promoter.

H. Directions of the authority

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

- i. The respondent/promoter is directed to pay interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession as mentioned in para 3 of the order till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from the due date till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The respondent/promoter shall handover physical possession of the flat/unit and execute conveyance deed in favour of the complainant(s) in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.
- iv. The respondent is also directed to take necessary steps to execute the Builder Buyer Agreement forthwith, in accordance with law.
- v. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- vi. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the apartment buyer's

agreement or provided under the Affordable Housing Policy, 2013.

- vii. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s), in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
42. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
43. The complaints stand disposed off.
44. Files be consigned to registry.



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

Dated: 19.05.2026