BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**2593 of 2025**
Date of complaint	**:**	**18.06.2025**
Date of decision	**:**	**13.10.2026**

Akansha Jain,
R/o: - 4208 TVH Svasti Phase 2, Saraswati Nagar, Eswaran Kovli Street, Next to Shiva Temple, Thoraipakkam,Oggiam, Tamil Nadu-600097. **Complainant**

Versus

M/s Ocean Seven Buildtech Private Limited.
Having Regd. Office at: 2nd Floor, Tilak Bhawan, Tilak Marg, jaipur.

Respondent

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Sh. Rishabh Sharma (Advocate) Complainant
Sh. Pankaj Chaudhary (AR) Respondent

ORDER

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	Expressway Towers, Sector 109, Gurugram, Haryana.
2.	Project area	7.5 Acres
3.	Nature of the project	Affordable housing project
4.	DTCP license no.	06 of 2016 dated 16.06.2016
	License valid till	15.06.2021
	Licensed area	7.5 acres
	License holder	Sh. Shree Bhagwan C/o M/s Ocean Seven Buildtech Pvt. Ltd.
5.	HRERA registered/ not registered	**Registered vide no. 301 of 2017 dated 13.10.2017**
	HRERA registration valid up to	12.04.2022 (Including 6 months COVID extension)
6.	Building plan approval dated	26.09.2016 (taken from CR/5900/2023 decided on 30.05.2025)
7.	Environment clearance dated	30.11.2017 (taken from CR/5900/2023 decided on 30.05.2025)
9.	Flat no.	1203, 12th floor , Tower-3 (Page 31 of complaint)
10.	Unit admeasuring	643 sq. ft. of carpet area (Page 31 of complaint)
11.	buyer agreement	06.01.2018

		(page 29 of complaint)
12.	Possession clause (5.2)	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 Allotte e(s). However in case the Company completes the construction prior to the period of 5 years the Allottee shall not raise any objection in taking the possession after payment of remaining sale price and other charges stipulated in the Agreement to Sell. The Company on obtaining certificate for occupation and use by the Competent Authorities shall complied with all the terms and conditions of the said Policy and Agreement to Sell and payments made as Developer shall endeavor to complete the construction of said Complex within the Commitment period. per Payment Plan.
13.	Possession clause (As per Affordable Housing Policy, 2013)	***1(IV) of the Affordable Housing Policy, 2013*** *All such projects shall be required to be necessarily completed* ***within 4 years from the approval of building plans or grant of environmental clearance, whichever is later****. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.*
14.	Due date of possession	30.11.2021 **(calculated from the date of environment clearance i.e.**

		30.11.2017 being later as per housing policy)
15.	Total consideration	Rs. 26,29,500/-
16.	Amount paid by the complainant	Rs. 18,32,631/- (as alleged by the complainant)
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -

I. That the respondent is a registered company that has undertaken the development of the project name "Expressway Towers" comprising of residential units/flats under the Affordable Housing policy, 2013 launched vide DTCP License no. 06/2016 which has been granted to the respondent. The above said project consists of 1089 flats/units proposed to be developed over the land measuring 7.5 Acre situated at village Babupur, Sector – 109 of Gurugram, Haryana.

II. That the complainant had signed and submitted an application dated 19.11.2016 for allotment of residential flat under affordable housing policy 2013 issued by Govt. of Haryana. It is submitted that as per the draw held on 19.05.2017 a unit/flat no. 1203 in tower 03 on 12th floor admeasuring 645 Sq. Feet and 99 Sq. Feet balcony area was allotted against total sale consideration of Rs. 26,29,500/-.

III. Subsequent thereto, an Agreement to sell dated 13/09/2018 was entered into between the complainant and respondent. It is respectfully submitted that the respondent mischievously did not mention specific date of handing over the physical possession of the flat/unit in the agreement to sell but it is mentioned in the clause no. 5.2 of the agreement to sell that the company shall sincerely

endeavour to complete the construction and offer the possession of the said unit within five years from date of receiving of licence.

IV. That the respondent obtained building plan approval on 26.09.2016 and received environmental clearance on 30.11.2017 as mentioned in the order dated 24.07.2024 by this Authority in case titled Rameshwar Singh vs M/s Ocean Seven Buildtech Pvt. Ltd. complaint no. 7964 of 2022 however the respondent delayed the project despite the payment from the complainant and poor allottee(s) who spent hard earned money in purchasing the residential flats.

V. Hence, the due date of possession is to be reckoned from environmental clearance obtained by the respondent on 30.11.2017, thus the possession date is 30.05.2022 as decided by this Hon'ble Authority in case titled Rameshwar Singh vs M/s Ocean Seven Buildtech Pvt. Ltd.

VI. That the complainant along with her husband Amit Dang has availed a Home Loan of INR 7,09,966/- dated 30.12.2017 against mortgage of the said Flat from SAMMAAN CAPITAL.

VII. That the complainant had already paid sum of Rs. 18,32,631/- up to 08/08/202 which is more than 70% agreed sale price of total sale consideration of the flat but the respondent had neglected to complete the project till date and no construction activity is going for the reason best known to the respondent. There is a delay of 33 months in completion of the project as on date from 30.05.2022 to 03.03.2025.

VIII. That the complainant visited several times in the office of the respondent and sent numerous mails calling upon to complete the project and handing over the possession but gave evasive reply and made illegitimate demands of money under the pretext the construction cost has gone above but were refused by the complainant. However the complainant is ready to pay the

legitimate balance demand as may be directed by this Hon'ble Authority at the time of possession.

IX. That to the knowledge of the complainant, the RERA registration no. 301/2017 dated 13.10.2017 of the project has also lapsed and penalty proceeding have been initiated and going on against the respondent for violation of RERA Act.

X. That it is evident from the alleged acts, deed and omission the respondent has neglected to complete the project and have grossly violated affordable housing norms notified by Haryana Govt.

XI. That it is evident from the alleged acts, deed and omission the respondent has neglected to complete the project and have grossly violated affordable and norms notified by Haryana government.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

i. **Interest for every month of delay at prevailing rate of interest from 30.05.2022 till handing over the possession of the Flat/Unit Unit/Flat No. 1203 in tower 3rd on 12th Floor admeasuring 645 Sq. Feet Carpet Area and 99 Sq. Feet Balcony Area in the "Expressway Tower".**

ii. **The respondent be directed to complete the project and handover the physical possession of Flat/Unit Unit/Flat No. 1203 in tower 3rd on 12th Floor admeasuring 645 Sq. Feet Carpet Area and 99 Sq. Feet Balcony Area in the "Expressway Tower".**

iii. **The respondent be directed to give completion certificate.**

iv. **The possession clause no. 5.2 mentioned in Agreement to sell is in violation of the Affordable Housing Policy, 2013, hence the Respondent be directed to modify the said clause in terms of Affordable Housing Policy, 2013.**

v. **Direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainant.**

vi. **Direct the respondent to give Input Tax Credit of GST pursuance to the order dated 05.11.2019 in case no. 55/2019, case titled as "Shri Hardev Kumar &Ors. V/s M/s Ocean Seven Buildtech Pvt. Ltd. passed by the Hon'ble National Anti-Profiteering Authority.**

vii. **Direct the respondent to restrain from demanding labour cess, vat, work contract tax and power backup charges.**

5. 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 to file 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. Jurisdiction of the authority

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

D.II Subject-matter jurisdiction

8. 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.

9. 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.

E. Findings on the relief sought by the complainant.

E.I Interest for every month of delay at prevailing rate of interest from 30.05.2022 till handing over the possession of the Flat/Unit Unit/Flat No. 1203 in tower 3rd on 12th Floor admeasuring 645 Sq. Feet Carpet Area and 99 Sq. Feet Balcony Area in the "Expressway Tower".

E.II The respondent be directed to complete the project and handover the physical possession of Flat/Unit Unit/Flat No. 1203 in tower 3rd on 12th Floor admeasuring 645 Sq. Feet Carpet Area and 99 Sq. Feet Balcony Area in the "Expressway Tower".

E.III The possession clause no. 5.2 mentioned in Agreement to sell is in violation of the Affordable Housing Policy, 2013, hence the Respondent be directed to modify the said clause in terms of Affordable Housing Policy, 2013

E.IV Direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainant.

10. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.

11. 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."

12. Clause 5.2 of the buyer's agreement provides for time period for handing over of possession and is reproduced below: -

> ***"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 instalment's by the Allottee(s).*** *However in case the Company completes the construction prior to the period of* ***5 years the Allottee shall not raise any objection in taking the possession after payment of remaining sale price and other charges stipulated in the Agreement to Sell.*** *The Company on obtaining certificate for occupation and use by the Competent Authorities shall hand over the said unit to the Allottee for his/her/their occupation and use, subject to the Allottee having complied with all the terms and conditions of the said Policy and Agreement to sell and payments made as per Payment Plan."*

13. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of these agreements and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is not only in grave violation of clause

1(iv) of the Affordable Housing Policy, 2013, but also deprive the allottees of their right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottees are left with no option but to sign on the dotted lines.

14. 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."*

15. **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 (*vide proceeding dated 13.10.2026, the due date is inadvertently mentioned as 30.11.2021*).

16. **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.*

17. 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.

18. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 13.10.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

19. 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;"

20. 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.

21. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Therefore, in view of the findings given above, the due date of handing over of possession was 30.05.2022. However, the respondent has failed to handover possession of the subject unit to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Moreover, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

22. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.05.2022 till valid offer

of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules. The respondent is directed to handover the possession of the subject unit within 30 days after obtaining of occupation certificate.

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

E.V Directing the Respondent to give Input Tax Credit of GST pursuance to the order dated 05.11.2019 in case no. 55/2019, caste titled as Shri Hardev Kumar & ors. V/S M/s Ocean Seven Buildtech Pvt. Ltd. passed by Hon'ble National Anti-Profiteering Authority.

24. 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."*

25. 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.

E.VI To restrain the respondent from demanding labour cess, vat, work contract tax and power backup charges.

26. The complainant has sought the relief to restrain the respondent from demanding Labour Cess, VAT, WCT and power backup charges. Although, as per record, no demand under the above said heads have been made by the respondent till date, however in clause 4.9 (iii) and (iv) of the buyer's agreement dated 16.12.2017, it has been mentioned that the allottee is liable to pay separately the above-said charges as per the demands raised by the respondent company. Therefore, in the interest of justice and to avoid further litigation, the Authority is deliberating its findings on the above said 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 where the same was leviable, at the applicable rate, if they have not opted for composition scheme. However, if composition scheme has been availed, no VAT is leviable. Further, the promoter shall charge actual VAT from the allottees/prospective buyers paid by the promoter to the concerned department/authority on pro-rata basis i.e. depending upon the area of the flat allotted to the complainant vis- à-vis the total area of the particular project. However, the complainant would also be entitled to proof of such payments to the concerned department along with a computation proportionate to the allotted unit, before making payment under the aforesaid heads.
- **WTC (work contract tax):-** The complainant is seeking above mentioned relief with respect to restraining the respondent from demanding Work Contract Tax. At this stage, it is important to stress upon the definition of term 'work contract' under Section 2(119) of the CGST Act, 2017 and the same is reproduced below for ready reference:

> *"(119) — works contract means a contract for building, construction, fabrication, completion, erection, installation, fitting out, improvement, modification, repair, maintenance, renovation, alteration or commissioning of any immovable*

property wherein transfer of property in goods (whether as goods or in some other form) is involved in the execution of such contract;"

After considering the above, the Authority is of the view that the complainant/allottee is neither an employer nor a contractor and the same is not applicable in the present case. Thus, the complainant /allottee cannot be made liable to pay the same to the respondent.

- **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.

E.VII The respondent be directed to give completion certificate

27. As it is evident from the record, the respondent has not yet obtained the occupation/completion certificate from the competent authority. Therefore, no direction in this regard can be issued at this stage.

28. However, as per Section 11(4)(b) of Act of 2016, the respondent/builder is under an obligation to supply a copy of the occupation certificate/completion certificate or both to the complainants/allottees. The relevant part of Section 11 of the Act of 2016 is reproduced as hereunder: -

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

29. Even otherwise, it being a public document, the allottees can have access to it from the website of DTCP, Haryana once it is issued by the competent Authority

F. Directions of the authority

30. 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/promoter is directed to pay interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.05.2022 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with rule 15 of the rules.

    ii. The arrears of such interest accrued from 30.05.2022 till the date of order by the Authority shall be paid by the respondent/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 is directed to supply revised statement of account after adjusting delay possession charges within a period of 30 days to the complainant. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

    iv. The respondent/promoter shall handover 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.

v. 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.

vi. The respondent/promoter shall not charge labour cess as well as work contract tax from the complainant-allottee.

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

31. Complaint stands disposed of.

32. File be consigned to registry.

Dated: 13.10.2026

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

HARERA
GURUGRAM