HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**1833 of 2022**
Date of filing:	**01.08.2022**
First date of hearing:	**21.09.2022**
Date of decision:	**28.10.2025**

Bijender Singh S/o Jai Narian Ahlawat
R/o H.No. 22/9J, M.D.U,
Teacher Residence Area, Rohtak
Haryana 124001.

...COMPLAINANT

VERSUS

Ruhil Promoters Private Limited
Office at Ruhil Residency,
Sector-3, Village Sarai, Aurangabad,
Bahadurgarh, District Jhajjar, Haryana-124507

.....RESPONDENT

Present : - Mr. Naveen Single, Advocate, counsel for the complainant through video conference

Mr. Kamal Dahiya, Advocate, counsel for the respondent through video conference

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint was listed for hearing on 16.09.2025. However, due to the re-constitution of benches, complaint is taken up today for hearing.

2. Present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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

Sr. No.	Particulars	Details
1.	Name of the project	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017

Rathee

4.	Details of Unit	Apartment no. F -004, Ground floor, Tower F-4 measuring super area of 1495 sq. ft.
5.	Date of allotment	16.01.2013
6.	Date of Builder/ Apartment Buyer Agreement	24.01.2013
7.	Possession clause in BBA (Clause 9.i)	*"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 36 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."*
8.	Due date of possession	24.07.2016
9.	Total sale consideration	₹46,78,190/-
10.	Amount paid by complainant	₹46,14,279/- as stated by the complainant in pleadings ₹54,65,979/- as per Appendix (DDD) and the receipts attached
11.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
12.	Date of Handing over possession/Possessi on certificate	26.09.2022

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:

4. The case of the complainant is that the complainant had booked an apartment bearing no. F-004, Ground Floor, Tower F-4 in respondent's project, "Ruhil Residency", Sector-3, Bahadurgarh" in the year 2012.

5. That vide allotment letter dated 16.01.2013 unit no. F-004, ground floor, Block/ Tower no. F-4 admeasuring area approx. 1495 sq. ft. super area was allotted to the complainant.

6. That complainant availed a housing loan of ₹35,27,661/- @8.55% per annum under floating rate of interest from L.I.C. housing finance for purchase of above said unit and permission to mortgage was issued by respondent in favour of L.I.C Housing Finance. A Tripartite agreement dated 24.01.2013 was also executed between the complainant, respondent and L.I.C. Housing Finance.

7. That an apartment buyer agreement was executed between the parties on 24.01.2013. Complainant paid an amount of ₹46,14,279/- against the total sale consideration of ₹46,78,190/- for the unit. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the unit within 36 months along with a grace period of 180 days i.e., 42 months from the date of execution of the agreement, which comes to 24.07.2016. However, till date no offer of possession has been made. The complainant has paid huge interest

on the loan amount taken to purchase the allotted apartment and is facing huge financial burden.

8. That as per the apartment buyer agreement the respondent charged PLC (preferential location charges) of ₹150/- per sq.ft. for the promised park which was to be developed in front of the complainant's flat but instead of developing the park, the respondent constructed the entry and exit gate of car parking. The respondent cheated on the complainant by charging PLC amount for the said park which is not even developed at the proposed site.

9. That a demand notice dated 22.07.2022 was issued by respondent raising last demand of ₹7,45,198/- which is wrongfully enhanced. In the said demand ₹3,36,000/- has been charged as additional cost of allotted flat staircase which is unjust and unreasonable as it was not mentioned in BBA. The respondent has also demanded sum of ₹49,617/- as interest which is also unjust. That the respondent has not offered possession of the flat till date and therefore, said demand letter is premature and unjust.

10. That the project is far from completion and the complainant is suffering because of undue delay on the part of respondent in handing over the possession of the flat. It is pertinent to mention that the emergency iron staircase of the building in which complainant's flat is situated has collapsed on 23.05.2022 due to negligence of the respondent which might be a threat to the lives of the allottees of the building.

11. That the complainant has paid ₹40,000/- to the respondent as club membership charge on 01.11.2013 but respondent despite taking money has not even started the construction of the club till date. The respondent has not handed over the possession of the flat despite lapse of almost 6 years from the due date of possession; hence present complaint has been filed seeking possession of the flat along with interest from the due date of possession till actual handing over of physical possession.

C. RELIEF SOUGHT

12. That complainant seeks following relief and directions to the respondent: -

i. To compensate the complainant for the delay in completion of the project and to pay compound interest @18% from the due date of delivery of possession till actual handing over of physical possession.

ii. To direct the respondent not to charge the complainant ₹3,36,000/- as additional cost of allotted flat staircase which is unreasonable and unjust.

iii. To direct the respondent to deliver the possession of the fat unit as soon as possible along with club and all the other promised facilities as per buyer's agreement.

iv. To direct the respondent not to charge PLC (Preferential Location Charges) of ₹150/- per sq.ft. as the respondent has changed the plan and

instead of developing the promised park the respondent constructed the entry and exit gate of car parking in front of the complainant's flat.

v. To compensate the complainant for the interest paid @8.55% p.a. by him on the loan availed for the purchase of the said allotted apartment.

vi. To pay compensation of ₹5,00,000/- on account of harassment, mental agony and undue hardship caused to the complainant on account of deficiency in service and unfair trade practices.

vii. The complainant may be allowed with costs and litigation expenses of ₹2,50,000/-.

viii. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

13. It is pertinent to mention that throughout the proceedings, the complainant has filed various applications and written submissions to place on record relevant documents in support of his contention and for proper adjudication of the matter. These applications are briefly mentioned herein below for reference:

i. Written submissions dated 20.02.2024 (along with objections on statement of accounts) stating that possession has been handed over to the complainant on 26.09.2022, however as per the statement of account submitted on 27.04.2023, the respondent has charged a sum of ₹2,24,250/- as PLC, ₹3,36,000/- as additional cost of allotted flat staircase and consent from the

allottees was not taken before installing the same, maintenance cost of ₹52,923/- from 30.04.2022, ₹1,65,702/- as interest as on 27.04.2023 which are unjust and unreasonable.

ii. Additional written submissions dated 06.03.2025 depicting the details of amounts paid as PLC to the respondent totaling to ₹2,13,037.50/-.

14. During the course of hearing, learned counsel for the complainant reiterated the averments made in the complaint and further submitted that the complainant took possession of the flat on 26.09.2022 while the present complaint was still pending before this Authority. Hence, all issues related to deficiencies and receivable and payable amounts are to be decided by the Authority. He argued that the respondent has charged PLC, maintenance charges, additional cost of allotted flat staircase which was never mentioned in building or layout plan and interest which is unjust and arbitrary. He requested that respondent should be directed not to charge above said charges and to pay the complainant admissible delay interest as the possession has been handed over after lapse of 6 years.

He further argued that he had filed an application dated 08.07.2025 under Section 37 of RERA Act, 2016 seeking rectification of order dated 27.05.2025 on the grounds that on said date the matter was listed for final arguments and the Authority informed both the counsels that no oral arguments were required and the matter was reserved for final order. However, to his utter

surprise, minutes of order dated 27.05.2025 recorded submissions allegedly made on behalf of the complainant which were never made as no arguments were advanced orally. He argued that it was never stated by him that an amount of ₹54,52,120/- was paid by the complainant. However, he requested for a pass over and after confirming from the complainant he stated that a sum of ₹54,65,979/- was paid by the complainant to the respondent till date.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

15. Before filing reply in the matter, the respondent filed an application dated 27.04.2023 to place on record the statement of accounts depicting a sum of ₹46,14,279/- paid by the complainant and a sum of ₹8,18,661/- payable by complainant to the respondent as on 26.09.2022.

Learned counsel for the respondent filed written submissions on 21.04.2025 and detailed reply on 07.05.2025 pleading therein:

16. That the complaint is not maintainable on account of relief sought by the complainant as the primary relief claimed is of compensation and hence Authority has no jurisdiction to adjudicate said matter and same is liable to be dismissed.

17. That no agreement as referred to under the provisions of RERA Act, 2016 and Haryana Real Estate (Regulation and Development) rules, 2017 has been executed between the respondent company and the complainant. Rather, the agreement that has been referred to for the purpose of getting adjudication

of the complaint is the apartment buyer agreement executed much prior to coming into force of 2016 Act.

18. That the complainant has attempted to raise new issues at a belated stage of the proceedings through the written submission filed at the stage of final arguments. These newly raised issues include allegations and grievances relating to maintenance charges, parking charges, interest on delayed payments. However, these issues do not find any mention whatsoever in the original complaint. No factual averments were made in relation to these aspects nor was any relief sought in this regard in the prayer clause and attempting to expand the scope of the litigation through written submissions is not permissible under law.

19. That the complainant had booked a unit in the project of the respondent namely 'RUHIL RESIDENCY' situated at Sector-3, Sarai Aurangabad Village, Bahadurgarh, Distt. Jhajjar, Haryana-124507. Complainant was allotted apartment no. F-004, situated at ground floor in Block no. F-4 admeasuring 1495 sq. ft.

20. That the project of the respondent consists of two phases i.e. Phase I and Phase II. Phase I includes Tower A, B, C, D, EWS and commercial shops and Phase II includes Tower E, F, G, H, I, J and low rise and primary school. The construction of the entire project including both the phases has been completed and the occupation certificate has also been issued from the

concerned department on 17.03.2022. The delay in construction of the project was because of some circumstances which were beyond the control of respondent company.

21. That the complainant is a chronic defaulter and has never adhered to the agreed payment plan opted by him and has consistently defaulted on his payment obligations. After making an initial set of payments until 2014, the complainant did not pay further payments for an extended period and the next installment was made in 2017 followed by last recorded payment made against a demand dated 24.12.2020. The complainant was informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against his unit. However, to cover his own wrong, the complainant filed the instant complaint to harass the respondent and put undue influence on the respondent to extract money in an illegal manner.

22. The complaint is also liable to be dismissed on the ground that the complainant has already taken physical possession of the unit in question on 26.09.2022. Copy of possession certificate has been annexed as Annexure R-3. The complainant has not placed any material on record to prove that the possession was accepted under protest or subject to any reservation. In the absence of any such protest, it is settled principle that the complainant is deemed to have accepted the terms and conditions associated with the possession including the payment structure, final demand and all charges

outlined in BBA. The complainant has enjoyed peaceful and uninterrupted possession of the unit for over three years and is now attempting to challenge the very charges and demands that were the basis for the possession being handed over.

23. The PLC charges raised by the respondent are completely fair, reasonable and in accordance with the terms mutually agreed upon by the parties under the BBA dated 24.01.2013. The PLC has been levied for the park facing view of the complainant's flat i.e. a premium location feature and not the creation of any separate park for the exclusive use of the complainant as is falsely implied by him. No modification or alterations have been made to the duly approved and sanctioned project plan at any stage and the complainant unit was allotted strictly as per the sanctioned layout plan.

24. That the amount alleged by the complainant as illegal demand fof ₹3,36,000/ on account of additional cost related to the flat (for staircase or otherwise) is misconstrued. It has been submitted that an application for grant of Occupation Certificate for the project covered under license no. 24 of 2008 was duly submitted on 13.01.2020. However, due to unprecedented disruption cause by COVID-19 pandemic and subsequent nationwide lockdown, the processing of the application experienced unavoidable delays beyond the control of the respondent. On 12.01.2021, the respondent received an official objection from the competent authority with regard to the Fire NOC for the

project in question which mandated certain modifications as a precondition for the grant of OC. The specific fire safety requirements included installation of double staircase in each residential block to serve as alternative emergency exits and provision and deployment of water curtains and water curtain pumps to enhance fire suppression capabilities.

25. That in order to ensure the safety and wellbeing of all residents, the respondent complied with the statutory directions and undertook the required modifications at considerable cost and effort. Consequently, same was charged proportionately from the allottees.

26. That the respondent commenced levy of maintenance charges from 30.04.2022 which is subsequent to the grant of occupation certificate dated 17.03.2022 and said imposition of maintenance charges is strictly in accordance with the terms and conditions laid down in the BBA. The date of 30.04.2022 was duly notified as the effective date for maintenance billing. The complainant has taken physical possession of the unit on 26.09.2022 and has been continuously residing therein ever since, but has not paid a single penny towards maintenance charges till date which is a clear breach of both the contractual and statutory obligations.

27. That the complainant has taken the physical possession of the unit and has not cleared outstanding against him till date. So, he is liable to pay all the

outstanding charges along with interest on delayed payment as per provisions of RERA Act, 2016.

28. During the course of hearing, learned counsel for the respondent reiterated the submissions made in reply and further argued that an application dated 24.10.2025 has been filed to place on record certain documents which include demand letters dated 26.09.2022 and 23.10.2025. He argued that as per the record of the respondent, the complainant had only paid a sum of ₹46,14,279/- till date and a sum of ₹8,32,299/- remains payable along with interest of ₹3,97,821/- till 23.10.2025. He further argued that the some of the receipts attached with the complaint may be fabricated as respondent has only received a sum of ₹46,14,279/- till date against the unit in question. He requested that complainant be directed to clear all outstanding dues.

E. ISSUES FOR ADJUDICATION

1. Whether the complainant is entitled to relief of delayed possession charges along with interest?

2. Whether the complainant is liable to pay preferential location charges (PLC), maintenance charges, staircase charges and interest on delayed payment?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

28. Facts set out in the preceding paragraph demonstrate that the complainant booked an apartment bearing no. F-004, Ground Floor, Tower F-4,

in respondent's project i.e., "Ruhil Residency", Bahadurgarh" in the year 2012. An apartment buyer agreement was executed between the parties on 24.01.2013. Admittedly, an amount of ₹46,14,279/- has been paid against the total sale consideration of ₹46,78,190/- by the complainant in lieu of the booked unit till date.

29. The respondent has challenged the maintainability of the present case on the ground that the primary relief of the complainant is compensation. In this regard it is observed that the relief clause bearing no. (i) reads as follows:

> *"To compensate the complainant for the delay in completion of the project and to pay compound interest @18% from the due date of delivery of possession till actual handing over of physical possession."*

Drawing an inference from the language of the complaint and said relief clause, it can be safely assumed that the complainant is seeking relief of payment of delay interest for the delay cause in completion of the project and not otherwise. Said clause has to be harmoniously read with the complaint. Mere use of the word compensate would not change the actual relief of delayed possession charges sought by the complainant and the complainant cannot be prejudiced for wrongful drafting. Therefore, plea of the respondent is not allowed.

30. Another averment of the respondent is that provisions of the RERA Act of 2016 will not apply on the agreements executed prior to coming into force of RERA Act, 2016. Accordingly, respondent has argued that relationship of builder and buyer in this case will be regulated by the agreement previously

executed between them and the same cannot be examined under the provisions of RERA Act. In this regard, Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of flat-buyer agreements. After RERA Act of 2016 coming into force the terms of agreement are not re-written, the Act of 2016 only ensure that whatever were the obligations of the promoter as per agreement for sale, same may be fulfilled by the promoter within the stipulated time agreed upon between the parties. Issue regarding opening of agreements executed prior to coming into force of the RERA Act, 2016 was already dealt in detail by this Authority in complaint no. 113 of 2018 titled as **Madhu Sareen v/s BPTP Ltd** decided on 16.07.2018. Relevant part of the order is being reproduced below:

> *"The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller."*

Further, as per recent judgement of Hon'ble Supreme court in **Newtech Promoters and Developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021** it has already been held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects, furthermore, as per section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder, therefore this Authority has complete jurisdiction to entertain the captioned complaint.

31. Execution of floor buyer agreement is admitted by the respondent. Said agreement is binding upon the parties. As such, the respondent was under an obligation to hand over possession as stipulated in the agreement. Complainant in his complaint alleged that possession has not been offered by respondent till date. However, during the course of the hearings, it was brought to the notice of the Authority that physical possession has been handed over to the complainant on 26.09.2022 and the only issue which was left to be adjudicated was with regard to receivable and payable amounts. Authority observes that as per clause 9(i) of apartment buyer agreement executed between the parties, possession of the unit should have been delivered by 24.07.2016. However, respondent has failed to deliver possession of the booked unit within the stipulated time period.

Respondent has attributed this delay in delivery of possession to force majeure conditions i.e situations beyond his control but no specific reasons causing delay in the construction of the project have been mentioned by the respondent. There is no document placed on record by respondent to show or to prove that any force majeure condition occurred or existed during the 42 months' period from execution of agreement for sale that could have contributed to any delay in completion of construction and handing over of possession. Hence, it was an obligation on the respondent to hand over the possession of the unit by 24.07.2016 and for any delay beyond that, respondent after coming into force of Real Estate (Regulation & Development) Act, 2016, is liable to pay delay interest in terms of Section 18 read with Rule 15 of Haryana Real Estate (Regulation & Development) Rules, 2017. However, possession was handed over to the complainant on 26.09.2022 i.e. after lapse of more than six years. Hence, complainant is entitled to delay possession interest from the period 24.07.2016, i.e., due date of possession till the date of actual handing over of possession i.e. 26.09.2022. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

> ***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;

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"Rule 15: *"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 (NCLR) 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".."

32. Consequently, as per website of the state Bank of India i.e. https://sbi.co.in, the highest marginal cost of lending rate (in short MCLR) as on date of order i.e.,28.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.

33. Another issue which needs adjudication is the amount on which the interest is payable to the complainant. Complainant in his complaint and written submissions has submitted that he had paid an amount of ₹46,14,279/- to the

respondent and respondent is also admitting the payment of said amount and same is depicted in its reply and demand letters as well. However, on perusal of the receipts attached with the complaint and Appendix (DDD) submitted by the complainant with application dated 21.09.2022, it is observed that the complainant has paid a sum of ₹54,65,979/- to the respondent. Said receipts (annexed as Annexure P-1 at page 18-36 of the complaint) are duly stamped and have not been denied by the respondent in his reply. Learned counsel for the respondent stated that some of the receipts may be fabricated, however neither any proof of fabrication of said receipts has been placed on record nor any FIR has been filed against the complainant.

On the other hand, learned counsel for the complainant stated today that a payment of ₹54,65,979/- has been made to the respondent and proof of the same has been annexed with the complaint. However, out of the total paid amount of ₹54,65,979/-, ₹9,58,900/- have been paid in cash (receipts attached at page nos. 18, 19, 20, 21, 25, 26, 29 and 31 of the complaint). In view of the receipts attached with the complaint and statement made by the counsel for the complainant, it is observed that amount paid by the complainant is ₹54,65,979/- and not ₹46,14,279/- and accordingly complainant will be entitled for payment of delay interest on said amount.

34. Hence, Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in

Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which on date 28.10.2025 works out to 10.85% from the due date of possession i.e. 24.07.2016 till the date of handover of possession i.e. 26.09.2022.

35. Authority has got calculated the interest on total paid amount from due date of possession or date of payment (whichever is later) till the date of actual handing over of possession i.e. 26.09.2022 and same is depicted in the table below:

Sr. No.	**Principal Amount (in ₹)**	**Due date of possession or date of payment whichever is later**	**Interest accrued till handing over of possession i.e 26.09.2022 (in ₹)**
1.	47,87,734/-	24.07.2016 (due date of possession)	48,16,119/-
2.	6,78,245/-	18.09.2021	3,02,826/-
Total =	**54,65,979/-**		**51,18,945/-**

36. Further, by way of present complaint, written submissions and oral arguments, complainant has alleged that respondent is illegally charging on account of PLC, staircase charges, maintenance charges and interest on delayed payment and has prayed that respondent be directed not to charge the same. He has alleged that charges raised on account of staircase charges and maintenance charges are not in consonance with the buyer's agreement. The Authority has

gone through the averments of the parties and documents available on record and observes as under:

a) The complainant has alleged that the respondent had charged PLC (preferential location charges) of ₹150/- per sq.ft. for the promised park which was to be developed in front of the complainant's flat but instead of developing the park, the respondent constructed the entry and exit gate of car parking. On the other hand, respondent has averred that the PLC has been levied for the park facing view of the complainant's flat i.e. a premium location feature and not the creation of any separate park for the exclusive use of the complainant and the complainant unit was allotted strictly as per the sanctioned layout plan. In this regard, it is observed that the complainant has not proved that said charges were charged for park to be constructed in front of his unit. The flat buyer agreement only mentions the amount of PLC but is silent with regard to as to why said PLC have been charged. The complainant has alleged that the respondent has changed the layout plan without obtaining consent of the allottees but has not annexed any document to prove said change in layout plan. Hence, the complainant is liable to pay preferential location charges to the respondent as per the flat buyer agreement executed between them.

b) The complainant has alleged that the respondent has illegally charged ₹3,36,000/- as additional cost of allotted flat staircase which is unjust and

unreasonable as it was not mentioned in BBA. In this regard, it is observed by the Authority that charges raised under 'staircase charges' are for construction of additional staircase for emergency fire safety as per directions by Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the complainant, therefore the compainant is liable to pay the same. Authority in complaint no. 607 of 2018 titled as 'Vivek Kadyan Vs TDI Infrastructure Ltd.' has already laid down the principle for calculation of fire exit stair case and same is applicable in this case as well.

c) The complainant has also alleged that the respondent has charged maintenance cost of ₹52,923/- from 30.04.2022 which is unjust and illegal. With regard to maintenance charges, it is observed that according to clause 1(viii) of the apartment buyer agreement, the complainant has agreed to pay demand raised on account of maintenance charges, therefore the complainant is liable to pay the same. As per clause 11(iii) of the flat buyer agreement, the date of commencement of maintenance shall be intimated by the developer to the allottees and the maintenance charges will be reckoned from that date. In the present circumstances, the respondent claims that subsequent to the grant of occupation certificate dated 17.03.2022, the date of 30.04.2022 was duly notified as the effective date for maintenance billing. However, no document has been placed on record to prove that intimation in this regard was sent to

the complainant or offer of possession was made to him on 30.04.2022. As per records, the complainant has physically taken over the possession of the flat on 26.09.2022 and accordingly he is liable to pay maintenance charges from said date.

37. The respondent has filed an application dated 24.10.2025 placing on record the demand letters dated 26.09.2022 and 23.10.2022. Perusal of said letters reveals that the respondent has charged a sum of ₹3,97,821/- as interest as on 23.10.2025, however components for which interest has been charged and the rate at which it has been charged has not been mentioned by the respondent. The Authority has already dealt with all the charges claimed by the respondent in preceding paragraphs and accordingly respondent cannot charge anything which is beyond the provisions of flat buyer agreement executed between the parties and provisions of RERA Act, 2016.

38. Complainant is also seeking compensation for the interest paid by her @8.55% on the loan availed, ₹5,00,000 /- for harassment, mental agony, undue hardship and litigation expenses of ₹2,50,000/- . In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as **"M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors."** has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation &

litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.

39. In the present case in hand, as observed in para 33, cash payment of ₹9,58,900/- have exchanged hands between the parties. With regard to cash payment of more than ₹2,00,000/-, Hon'ble Supreme Court in the Civil Appeal No. 5200 of 2025 titled "**The Correspondence, RBANMS Educational Institution versus B. Gunashekhar & Another**", has passed important directions. Relevant part of judgement is reproduced as below:

> *"18.1. Further, through the averments made in the plaint and agreement, the respondents/plaintiffs have claimed to pertinent have paid huge sum towards consideration by cash. It is was to recall that Section 269ST of the Income Tax Act, transactions introduced to curb black money by digitalising the above Rs.2,00,000/- and contemplating amount equal the said of penalty under Section 271DA of the Act. As per However, provisions, action is to be taken on the recipient. there is also an onus on the plaintiff's to disclose their source for such huge cash. The Central Government thought it fit to cap the cash transactions and move forwards towards digital economy to curb the dark economy which has a drastic effect on the economy of the country. It will be useful to refer to the Budget Speech during the introduction of the Finance Bill, 2017 and the extract of the memo presented with the Finance Bill, 2017, which lay down the object:*
>
> *Budget Speech:*

"VII. DIGITAL ECONOMY

111. Promotion of a digital economy is an integral part of Government's strategy to clean the system and weed out corruption and black money. It has a transformative impact in terms of greater formalisation of the economy and mainstreaming of financial savings into the banking system. This, in turn, is expected to energise private investment in the country through lower cost of credit. India is now on the cusp of a massive digital revolution.

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Promoting Digital Economy

162. The Special Investigation Team (SIT) set up by the Government for black money has suggested that no transaction above Rs.3 lakh should be permitted in cash. The Government has decided to accept this proposal. Suitable amendment to the Income-tax Act is proposed in the Finance Bill for enforcing this decision."

Extract from Memo of Finance Bill, 2017

"Restriction on cash transactions In India, the quantum of domestic black money is huge which adversely affects the revenue of the Government creating are source crunch for its various welfare programmes. Black money is generally transacted in cash and large amount of unaccounted wealth is stored and used in form of cash.

In order to achieve the mission of the Government to move towards a less cash economy to reduce generation and circulation of black money, it is proposed to insert section 269ST in the Act to provide that no person shall receive an amount of three lakh rupees or more,-

(a) in aggregate from a person in a day;

(b) in respect of a single transaction; or

(c) in respect of transactions relating to one event or occasion from a person, otherwise than by an account payee cheque or account payee bank draft or use of electronic clearing system through a bank account.

It is further proposed to provide that the said restriction shall not apply to Government, any banking company, post office, savings bank or co-operative bank. Further, it is proposed that such other

persons or class of persons or receipts may be notified by the Central Government, for reasons to be recorded in writing, on whom the proposed restriction on cash transactions shall not apply. Transactions of the nature referred to in section 269SS are proposed to be excluded from the scope of the said section. It is also proposed to insert new section 271DA in the Act to provide for levy of penalty on a person who receives a sum in contravention of the provisions of the proposed section 269ST. The penalty is proposed to be a sum equal to the amount of such receipt. The said penalty shall however not be levied if the person proves that there were good and sufficient reasons for such contravention. It is also proposed that any such penalty shall be levied by the Joint Commissioner.

It is also proposed to consequentially amend the provisions of section 206C to omit the provision relating to tax collection at source at the rate of one per cent. of sale consideration on cash sale of jewellery exceeding five lakh rupees.

These amendments will take effect from 1st April 2017."

However, when the Bill was passed, the permissible limit was capped under Rupees Two Lakhs, instead of the proposed Rupees Three Lakhs. When a suit is filed claiming Rs.75,00,000/- paid by cash, not only does is create a suspicion on the transaction, but also displays, a violation of law. Though the amendment has come into effect from 01.04.2017, we find from the present litigation that the same has not brought the desired change. When there is a law in place, the same has to be enforced. Most times, such transactions go unnoticed or not brought to the knowledge of the income tax authorities. It is settled position that ignorance in fact is excusable but not the ignorance in law. Therefore, we deem it necessary to issue the following directions:

(A) Whenever, a suit is filed with a claim that Rs. 2,00,000/- and above is paid by cash towards any transaction, the courts must intimate the same to the jurisdictional Income Tax Department to verify the transaction and the violation of Section 269ST of the Income Tax Act, if any,

(B) Whenever, any such information is received either from the court or otherwise, the Jurisdictional Income Tax authority shall take appropriate steps by following the due process in law.

(C) Whenever, a sum of Rs. 2,00,000/- and above is claimed to be paid by cash towards consideration for conveyance of any immovable property in a document presented for the jurisdictional Sub-Registrar the same to shall intimate the jurisdictional shall follow the Income Tax Authority who shall follow the due process in law before taking any action.

(D) Whenever, due process in law before taking any action, Authority it comes to the knowledge of any Income Tax paid by way that a sum of Rs. 2,00,000/- or above has been of consideration in any transaction any immovable relating to the course property from any other source or during of search or assessment proceedings, of the failure knowledge the registering authority shall be brought to the initiating of the Chief Secretary of the State/UT for officer who appropriate failed disciplinary action against such to intimate the transactions.

In compliance of the directions of Hon'ble Supreme Court in the above judgment, this Authority directs the office of Authority to send a copy of this order to Director General Investigation, Sector 17, Chandigarh for intimation.

G. DIRECTIONS OF THE AUTHORITY

40. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to pay upfront delay interest of **₹51,18,945/-** to the complainant towards delay already caused in handing over the possession.

(ii) A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

(iii) Complainant will remain liable to pay balance consideration amount as per observations made in Para no. 36 of this order. Complainant will also be liable to pay interest at the prescribed rate for delay, if any.

(iv) The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

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DR. GEETA RATHEE SINGH
[MEMBER]