



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	944 of 2023
Date of filing:	18.04.2023
First date of hearing:	18.05.2023
Date of decision:	04.11.2025

Sarita W/o Mr. Narinder Sanewal
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 : - Adv. Dixit Garg, Learned counsel for the Complainant through video conference
Adv. Navneet, Learned counsel for the Respondent through video conference

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint was listed for hearing on 21.10.2025. However, due to the re-constitution of benches, complaint is taken up today for hearing.

Geeta Rathee

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
4.	Details of Unit	Apartment no. B-1104, Block B-4, 3BHK+2T, 11 th floor measuring super area of 1708 sq. ft.
5.	Date of Builder/ Apartment Buyer Agreement	27.07.2013



6.	Possession clause in BBA (Clause 9.i)	<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."</i>
7.	Due date of possession	27.01.2017
8.	Total sale consideration	₹40,93,000/-
9.	Amount paid by complainant	₹37,53,360/-
10.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
11.	Date of offer of possession	10.05.2022
12.	Date of Handing over possession/Possession certificate	25.01.2025

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. B-1104, Block B-4, 3BHK+2T, 11th floor measuring



super area of 1708 sq. ft in respondent's project, "Ruhil Residency", Sector-3, Bahadurgarh" in the year 2013.

5. That an apartment buyer agreement was executed between the parties on 27.07.2013. Complainant paid an amount of ₹37,53,360/- against the total sale consideration of ₹40,93,000/- 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 27.01.2017. However, possession has not been handed over till date.

6. That whenever the demands were issued by the respondent company, complainant always made the payment on time and there is not even a single default on the part of the complainant.

7. That the complainant has come to know that the respondent company is demanding ₹3,36,000/- on account of additional staircase though the said demand of the respondent is totally illegal.

8. That the complainant visited the site and came to know that there was no construction at all and all the promises of handing over the possession by January, 2017 are false. Complainant even met the representatives of the respondent many times to know the exact status of the project but the representatives always falsely committed that the possession will be handed



over soon and the complainant whose hard earned money was lying with the respondent was left with no other option except to wait for the possession.

9. That the respondent despite taking money has not handed over the possession of the flat despite lapse of more than 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

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

- i. That in proviso to the Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the compensation on account of the delayed possession along with interest may kindly be awarded to the complainant in view of the Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
- ii. That the amount collected on account of club charges may kindly be ordered to be refunded to the complainant as there is no club in existence at site.
- iii. The amount collected on account of the GST should be refunded back to the complainant as the delay is on the part of the respondent and hence the complainants are not liable to pay the GST. Further the directions



may kindly be issued to the respondent to not to demand any GST over the further payments as the delay is on the part of the respondents.

- iv. The amount demanded on account of staircase should be quashed being the illegal and void demand.
- v. The interest on account of the maintenance charges paid by the complainant may kindly be awarded to the complainant as there were no basic amenities even till today.
- vi. The adequate compensation on account of the misrepresentation and unfair trade practices by using the inferior quality of material may kindly be awarded to the complainant.

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 25.01.2025 while the present complaint was still pending before this Authority. Hence, all issues related to receivable and payable amounts are to be decided by the Authority.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed short reply on 11.09.2023 pleading therein:

- 11. 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.

12. 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. B-1104, situated at 11th floor in Block no. B-4 admeasuring super area 1708 sq. ft.

13. That the respondent had completed the project before 13.01.2020 and filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022, occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for relaxation as Covid-19 outbreak lead to delay in handing over of possession. Hence, period from 13.01.2020 to 17.03.2022 be considered as force majeure and the burden of payment of interest for said period must not be put on the respondent. The Authority had also considered period from 25.03.2020 till 24.09.2020 and as force majeure and granted relief/extension in compliance of various provisions of RERA Act, 2016 and Rules 2017. Further special extension of three more months has also been granted due to second wave of



COVID-19. As such respondent is also entitled for benefit of such force majeure period and should be exempted from charge of delay interest from 13.01.2020 to 17.03.2022.

14. That there was delay in construction of the project because of some circumstances which were beyond the control of the respondents. As per clause 9(vii) of the agreement, if there is delay due to reasons beyond the control of the developer then the allottee(s) do not have any right to claim the compensation of whatsoever nature. Moreover, the complainant himself agreed upon the terms of the agreement and also gave his full consent over such terms. For ease, clause 9(vii) is reproduced herein below:

"The developer as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances beyond the control of the developer so warrant, the developer may suspend /abandon the project or any of its part for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever including the compensation stipulated in clause 9(iii) of this agreement during the period of suspension of the scheme".

15. That the construction of the said unit is complete and the respondent is ready to give the possession as the Occupation Certificate from the concerned department has been issued. It is further submitted that despite force majeure situations which were beyond the control, respondents were able to complete

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the unit. The project is complete in all respects as is credence form the report of Ld. Local Commissioner that was submitted in Complaint No. 413/2022.

16. That the complainant is a chronic defaulter and has never adhered to the agreed payment plan opted by her. She stopped making payment against her unit after 2014, much before the due date of possession, the last payment being made against the installment that was due on 05.05.2014 and had not turned to clear the outstanding against her till date. The complainant then paid the next amount in 2016 after the lapse of approximately 2 years and that to after so many requests and demands of respondent. The respondent had completed the project despite non-payment by the complainant and several other allottees like her. The complainant was informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against her unit, but complainant never turned to clear the outstanding against her unit nor came forward to take possession.

17. That the complainant has not approached the Hon'ble Authority with clean hands and had not disclosed that the possession had already been offered to him vide letter dated 10.05.2022 but she had not come forward either to clear outstanding amount or to take possession of the unit in question. Rather she termed the demands as illegal and refused to make payment against staircase, maintenance, club membership etc. Hence, she is liable for breach of provision of Section 19(6), 19(7) and 19(10) of the RE(R&D) Act 2016 and is



accordingly, liable to pay interest and holding charges for delay in making payments. Request has been made that since the complainant has not approached the Authority with clean hands and concealed the important facts, present complaint needs to be dismissed with costs.

18. The respondent has also filed an application dated 21.03.2025 placing on record key handover allotment letter dated 25.01.2025, possession certificate dated 25.01.2025, car parking allotment letter dated 25.01.2025, fixtures allotment letter dated 25.01.2025, certificate of acknowledgement of possession dated 25.01.2025 and provisional demand letter dated 25.03.2025

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 maintenance charges, staircase charges, club charges and GST?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

19. Facts set out in the preceding paragraph demonstrate that the complainant booked an apartment bearing no. B-1104, situated at 11th floor in Block no. B-4 admeasuring super area 1708 sq. ft in respondent's project i.e., "Ruhil Residency", Bahadurgarh" in the year 2013. An apartment buyer agreement was executed between the parties on 27.07.2013. Admittedly, an



amount of ₹37,53,360/- has been paid against the total sale consideration of ₹40,93,000/- by the complainant in lieu of the booked unit till date.

20. 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:

“That in proviso to the Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the compensation on account of the delayed possession along with interest may kindly be awarded to the complainant in view of the Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.”

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 compensation would not change the actual relief of delayed possession charges sought by the complainant. Moreover, the complainant is seeking relief of compensation on account of delayed possession along with interest as per Rule 15 of HRERA Rules, 2017. Meaning thereby that the complainant has sought two parallel remedies i.e. compensation and interest. Therefore, plea of the respondent is not tenable and the Authority has complete subject matter jurisdiction to adjudicate upon the complaint/relief claimed.



21. 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 her complaint has alleged that possession has not been handed over by respondent till filing of this complaint. 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 25.01.2025 and the only issue which is 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 27.01.2017. However, respondent has failed to deliver possession of the booked unit within the stipulated time period. Respondent has attributed delay in delivery of possession to force majeure conditions on account of COVID outbreak and the time taken by the department in issuing occupation certificate.

As observed above, possession of the unit in question became due on 27.01.2017. It is a matter of fact that COVID-19 outbreak hit construction activities post 22nd March 2020 i.e nearly three years after the due date of possession. Authority observes that possession of the unit had already been delayed for a long period of time even before the COVID-19 halted construction. Respondent had failed to construct the project on time and deliver

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possession to the complainant. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as "*M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.S 3696-3697/2020*" dated 29.05.2020, wherein Hon'ble High Court has observed that:

"69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March, 2020 in India. The contractor was in breach since September, 2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself."

Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition.

Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that respondent had committed to deliver the possession of the unit by 27.01.2017, meaning thereby that respondent should have applied and obtained the



occupation certificate by 27.01.2017, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 3 years from the stipulated time and thereafter the same was issued on 17.03.2022.

Furthermore, respondent has taken a defense that the period for which the occupation certificate was pending before the Competent Authority be excluded for the delayed period as the delay in issuance of occupation certificate is attributable to the competent authority and not the respondent. There is no document on record to show that the application for occupation certificate was complete as in all aspects and there was no deficiency in the application that was conveyed to them. Moreover, the Authority has already included the grace period of 180 days as provided in the agreement to sale while computing the due date of possession. No case for further concession is made out.

Herein all the pleas/grounds taken by the respondent to plead the force majeure condition happened after the due date of possession had already passed and the delivery of possession had been long due. Respondent cannot be allowed to take advantage of delay caused in delivery of project due to its own account and hence, the claim of the respondent is rejected.

22. Complainant in her complaint alleged that possession has not been offered by respondent till filing of the complaint whereas respondent has claimed that complainant was informed about the completion of the project and



receipt of OC and offer of possession of possession was made to her on 10.05.2022. Respondent has averred that complainant was requested to take possession and to clear outstanding dues, however the complainant had not turned either to make payment or to take possession of the unit in question. In this regard it is observed that respondent has annexed with its reply Annexure R-3 which depicts the offer of possession 10.05.2022 made to the complainant. However, perusal of the same reveals that there is no proof of service/ dispatch record affixed with this letter dated 10.05.2022 to prove that the same had actually been served upon the complainant. Although respondent has completed the project and had received OC for the same but onus of proving the fact that after receiving OC offer of possession was made to the complainant and she had denied to accept the same was on the respondents and said burden of proof has not been discharged by the respondent. Therefore, Authority is unable to rely on this letter dated 10.05.2022.

Subsequently, during earlier hearings it has been brought to the notice of the Authority that possession has been handed over the complainant on 25.01.2025. Therefore, 25.01.2025 is considered as the date for deciding rights and obligations of both parties.

23. Complainant in her complaint is primarily seeking interest for delay caused in handing over the possession of the flat. On the other hand respondent has averred that complainant was offered possession on 10.05.2022, however it is the



complainant who has failed to accept the possession and make remaining payment and is thus liable for breach of provision of Section 19(6), 19(7) and 19(10) of the RERA Act, 2016 and therefore cannot seek relief under RERA. Authority observes that Sections 19(6), 19(7) and 19(10) impose obligations on the buyer to make timely payments and take possession when the promoter issues a notice of possession. In the present case, the complainant opted for construction linked plan and made maximum payment (more than 90%) till 2016. The remaining installments were to be made on the start of internal fittings and offer of possession which was due on 27.01.2017. However, the respondent did not complete the project as per agreed timelines and offer the possession on due date and hence post due date of possession complainant was not obligated to make further payments unless the possession of the unit was offered to her. Therefore, there is no default on the complainant's part. Hence, the respondents claim that the complainant is not entitled to relief under RERA is unsustainable.

Under RERA Act, 2016 the promoter is responsible for completing the project on time and obtain all necessary approvals. In the present case, respondent had promised to deliver possession latest by 27.01.2017. This implies that the project should have been completed by that date, and the respondent should have applied for and obtained the Occupation Certificate (OC) from the competent authority to ensure timely possession. However, the respondent only received the Occupation Certificate on 17.03.2022, which was five years after the due date of

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possession. Failure to meet these obligations allows the buyer to seek relief under RERA, such as interest for delays or even refund with interest.

24. As discussed earlier as per clause 9(i) of apartment buyer agreement executed between the parties, possession of the unit should have been delivered by 27.01.2017, however, possession certificate was issued in favour of the complainant allottee on 25.01.2025 i.e. after a delay of more than eight years.

Hence, complainant is entitled to delay possession interest from the period 27.01.2017 i.e., due date of possession till the date of issuance of possession certificate/handover of possession i.e 25.01.2025. 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”.. ”

25. 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., 04.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.

26. 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 04.11.2025 works out to 10.85% from the due date of possession i.e. 27.01.2017 till the date of actual handover of possession i.e. 25.01.2025.

27. 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. 25.01.2025 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 25.01.2025 (in ₹)
1.	37,21,694/-	27.01.2017 (due date of possession)	32,31,537/-
2.	31,666	25.05.2019	19,513/-
Total =	37,53,360/-		32,51,050/-

It is pertinent to mention here that the complainant has stated in his complaint that sum of ₹31,666/- was paid on 07.06.2019, however receipt for the same has not been annexed. Respondent had issued demand letter dated 25.09.2019 which depicts that sum of ₹2,86,944/- was due on 07.06.2019, against which a sum of ₹31,666/- was already paid by 25.05.2019. Hence, for the purpose of calculations, date of payment of ₹31,666/- has been taken as 25.05.2019.

28. Further, by way of present complaint, complainant has alleged that respondent has illegally raised demand on account of staircase charges, maintenance charges, club charges and GST charges and has prayed that respondent be directed not to charge the same. 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 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 complainant 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.

b) The complainant has also alleged that the respondent has charged maintenance charges which is unjust and illegal. So, interest on said payment be awarded to her. 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 has not placed any document on record to prove that intimation in this regard was


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sent to the complainant or offer of possession was made to her on 30.04.2022 (the date from which maintenance is being charged). As per records, the complainant has physically taken over the possession of the flat on 25.01.2025 and accordingly she is liable to pay maintenance charges from said date. If any amount has already been paid by the complainant before 25.01.2025, the same be refunded with interest as per prescribed rate of interest.

c) The complainant has prayed that amount collected on account of club charges be refunded as there is no club in existence at site. In this regard, it is observed that club charges can only be levied when the club facility is physically located within the project and is fully operational. Complainant has submitted that the proposed club has not been constructed till date. Respondent has not placed any document/photograph to negate the claim of the complainant. Respondent is entitled to charge club membership charges only after the club at the site becomes functional and the complainant is able to make use of it. Since at present the club is not there, respondent cannot raise demand on account of club membership charges.

Complainant is seeking refund of club charges, however it has not been mentioned as to when and how much amount has been paid as club charges and no document in support thereof has been attached. However, if any amount for club has been paid by the complainant, it shall be refunded back to her with prescribed rate of interest.



d) The complainant has also prayed that amount collected on account of GST should be refunded and respondent be directed not to demand over further payments as the delay is on the part of the respondent. However, said relief is neither part of the pleadings nor pressed upon by the complainant during hearing. Hence, no observation is made in this regard.

29. Complainant is also seeking compensation on account of misrepresentation and unfair trade practices by using inferior quality material. 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.

G. DIRECTIONS OF THE AUTHORITY

30. 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 ₹32,51,050/- to the complainant towards delay already caused in handing over the possession. Respondent is also directed to pay costs of ₹10,000/- payable to the Authority and ₹5,000/- payable to the complainant, imposed vide order dated 15.11.2023.
- (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. 28 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.


.....
DR. GEETA RATHEE SINGH
[MEMBER]