

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	199 of 2023	
Date of Filing:	25.01.2023	
First Date of Hearing	29.03.2023	
Date of Decision:	05.12.2025	

Parveen Kumar Dewan S/o Sh. Jagjit Dewan R/o Flat no. 502, Tower 2, Royal Residency, Sector-32, Karnal, Haryana-132001

.....COMPLAINANT

VERSUS

Ansal Landmark Township Pvt. Ltd.
 Through its Directors and promoters
 11th floor, Narain Manzil 23,
 Barakhamba Road, New Delhi-110001

...RESPONDENT NO. 1

Sarvsanjhi Construction Pvt. Ltd.
 Mile Stone NH-1, Sector-36,
 Road, Karnal, Haryana-132001

...RESPONDENT NO. 2

Ansal Landmark (Karnal) Township Pvt. Ltd.
 Through its Directors and promoters
 11th floor, Narain Manzil 23,
 Barakhamba Road, New Delhi-110001

...RESPONDENT NO. 3

Coram:

Sh. Chander Shekhar

Member

Hearing:

11th

Present:

Mr. V. Siddharth, Advocate for the Complainant through

VC.

None for the Respondent No.1.

Mr. Vipul Joshi, Advocate for the Respondent No.2 and 3

through VC.

ORDER:

Present complaint has been filed by the complainant under Section 31 of The Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation and 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 fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. PLOT AND PROJECT RELATED DETAILS:

2. 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	Sushant City, Karnal	
2.	Nature of the project Residential		
3.	RERA Registered/not registered	Unregistered	
4.	Details of Unit	Plot No. B-1016 measuring area of 338 sq. mtr.	
² 5.	Date of Plot Buyer Agreement with original allottee	13.08.2010	

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6.	Date of Endorsement in the name of the complainant	13.08.2010	
7.	Date of transfer in the name of the complainant	Transfer letter issued by the promoter/respondent dated 15.10.2010	
8.	Possession clause in BBA (Clause 20)	"The buyer shall be entitled to the possession of the plot only after the amounts payable under this agreement are paid."	
9.	Due Date of Possession	13.02.2012	
10.	Total Sale Consideration	₹26,98,355.40/-	
11.	Amount Paid by Complainant	₹35,91,746/- to R-1, ₹89,205/- to R-2	
12.	Whether occupation/completion certificate received or not.	Not received.	
13.	Date of Offer of Possession, if any	Offer of Possession dated 09.12.2015 without Occupation Certificate	

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

3. Brief facts of the case are that the original allottee Mr. Harvinder Singh vide agreement dated 13.08.2010, copy annexed at Annexure-CR17, had purchased the plot bearing no. B-1016 measuring area of 338 sq. mtr. in 'Sushant City', Karnal, project for a consideration of ₹26,98,355.40/-. The

possession of the plot was to be handed over within 18 months from the date of allotment, i.e. by 13.02.2012 as per the payment plan annexed with the agreement.

- 4. Vide agreement dated 13.08.2010, the plot was endorsed in favour of the complainant. On 15.10.2010, the original allottee applied for transfer of plot in favour of the complainant by submitting an application to the respondent No. 1. The respondent No. 1 on the same day, confirmed the original allottee's request and an amount of ₹4,50,000/- paid by original allottee was considered as paid by the complainant. The complainant also states that he has paid ₹6,26,584/- on the account of EDC/IDC, however the respondent has not submitted any proof of payments of IDC/EDC to Government Authorities.
- 5. Complainant states that the respondent no. 1 coerced the complainant into making further payments towards illegal demands under the threat of cancellation of the allotment. The complainant, under duress, made additional payments totalling ₹2,92,800/- in May and June 2012. The complainant informs that payment of ₹35,91,746/- was made to Respondent No. 1 till the year 2012 and payment of ₹89,205/- was made to Respondent No.2 from the year 2016 onwards.
- 6. The complainant informs that on 09.12.2015, the respondent no. 3 offered possession of the plot through a letter along with a demand of ₹4,86,746/- including ₹2,69,830/- for the balance sale price and ₹1,98,825/- unlawfully labeled as interest on EDC claiming that the development work had

been completed. However, no proof of occupancy or completion certificates was provided. In response to the letter, the complainant promptly informed the respondents, stating that the internal and external development works had not been completed, no community facilities were available, roads had not been completed and rural land with livestock adjoining the plot instead of the promised green area. Despite these deficiencies, the complainant, under pressure, deposited the demanded amount of ₹4,86,746/- under written protest to avoid penalties.

- 7. Consequently, the complainant alleged that he was compelled to reside in a rented accommodation for over nine years, until July 2021, incurring significant personal expenses and suffering mental harassment. Furthermore, despite the illegal nature of the possession offer, respondents made further demands for maintenance charges, which the complainant eventually paid under coercion, amounting to ₹89,205/-.
- 8. The complainant stated that despite not obtaining project completion certificate or occupancy certificate, the respondents continue to demand payments from the complainant, including ₹40,000/- for 'non-construction charges' and unlawfully imposing compound interest on alleged outstanding amounts. On getting harassed by the respondents, the complainant finally filed this complaint before this Authority. The complainant alleged that the possession was due on 13.02.2012, however, there has been no valid offer of possession as no occupancy certificate/completion certificate has

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been produced by the respondents till date. The complainant also mentioned about DTCP letters dated 02.01.2023 and 28.12.2022 wherein DTCP observed that development works at site have not been fully completed and final completion certificate has not been granted in reference to license no. 264 of 2007 dated 03.12.2007 and 60 of 2009 dated 26.10.2009. The complainant also annexed DTCP letter dated 03.11.2022 wherein DTCP restrained the respondent/promoter to execute any kind of new sale-purchase agreement, sale/lease/gift-deed, to give possession certificate or any kind of approval required to create third party rights. The complainant annexed photographs at Page no. 153 of the complaint. The complainant has mentioned orders of this Authority in Complaint No. 2260 of 2023, 365 of 2020 and 1396 of 2022 wherein the Authority considered the offer of possession invalid when not supported with occupation certificate.

- 9. The complainant further states that DTCP vide order dated 01.04.2024 has ordered change of developer in favour of Respondent No.3, therefore, any defaults by Respondent no.1 are now the responsibility of Respondent No. 3, as per their own undertaking.
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- 10. That the complainant has made timely payments of ₹35,91,746/-, which is more than the agreed total sale consideration, to respondent No. 1 and ₹89,205/- to respondent No. 2 in following manner:

Payment to Respondent No. 1:

Sr.no.	Cheque no.	Cheque date	Amount paid (in ₹)
1.	038152	12.08.2010	1,35,000/-
2.	089347	12.10.2010	2,70,000/-
3.	077843	12.02.2011	4,50,000/-
4.	077851	07.04.2011	2,00,000/-
5.	Draft/pay order no. 318470	26.04.2011	2,17,000/-
6.	473056	24.06.2011	3,50,000/-
7.	473057	09.08.2011	3,30,000/-
8.	473059	25.08.2011	2,70,000/-
9.	974351	22.09.2011	1,56,700/-
10.	974353	24.10.2011	2,70,000/-
11.	974356	09.12.2011	1,58,500/-
12	827405	15.05.2012	2,00,000/-
13.	974359	14.06.2012	92,800/-
14.	373944	14.01.2016	4,81,746/-
15.	284611	28.04.2022	10,000/-
	Total	-14/18	35,91,746/-

Payment to Respondent No. 2:

Sr.no.	Cheque no.	Cheque date	Amount paid (in ₹)
1.	284609	23.03.2022	74,901/-
2.	284610	28.04.2022	3,576/-
3.	284617	12.08.2022	3,576/-

4.	284620	17.01.2023	7,152/-	
	Total		89,205/-	

C. RELIEF SOUGHT:

- 11. Complainant in his complaint has sought following reliefs:
 - i. To direct respondent no. 1 to offer legal, valid, actual and meaningful possession of the subject plot after completing all its obligations under the agreement, at the earliest;
 - ii. To direct the respondent no. 1 to make payment of interest in terms of proviso to section 18(1) of the RERA Act calculated on the sale consideration of ₹26,98,355/- from 13.02.2012 (from the date on which possession should have been offered) @10.60% p.a. (State Bank of India highest marginal cost of lending rate plus two percent) for each month of delay till the date on which legal, actual, valid and meaningful possession is offered;
 - iii. To direct the respondent no. 1 to provide the status of External Development along with proof of payments made by the respondent no. 1 to the relevant authorities;
 - iv. To direct the respondent no. 1 to refund the excess sums recovered by it to the amount of ₹8,93,390.20/- (₹6,26,584.40/-towards EDC + ₹2,66,806.20/- towards interest, interest on EDC and Interest Free Security Deposit) with interest @10.6% p.a. from the date of each individual payment till the date such



amounts are refunded, with a consequent direction that such charges should not be charged by the respondent no. 1 till such time as it makes payment of EDC to the relevant authorities and fulfils its obligations under the agreement;

v. To direct the respondents to refund the excess sums recovered towards purported maintenance charges to the amount of ₹89,205/- with interest @10.60% p.a. from the date of each individual payment till the date such amounts are refunded, with a consequent direction that such charges should not be charged by the respondents till the date on which legal, actual, valid and meaningful possession is offered.

vi. To restrain the respondent no. 1 from charging the complainant "non construction charges" till expiry of five years from the date on which legal, actual, valid and meaningful possession is offered;

vii. To restrain the respondents from charging the complainant any sum towards maintenance charges till the date on which legal, actual and meaningful possession is offered;

viii. To restrain the respondent no. 1 from cancelling the allotment of the plot on the basis of non-payment by the complainant of illegal claims towards non-construction charges and maintenance charges;

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- ix. In exercise of the powers conferred under section 35 of the Act, direct the respondent no. 1 company to place on record all statutory approvals and sanctions pertaining to the project;
- x. To issue any other order or direction.

D. REPLY:

- 12. Upon receipt of notice, respondent No. 2 and 3 filed a reply on 28.03.2023, however respondent No. 3 was impleaded by application dated 07.12.2023 filed by the complainant, wherein the complainant mentioned that the respondent no. 3 has stepped into the shoes of respondent no. 1, therefore both respondents no. 1 and 3 would be jointly and severally liable for the duties and liabilities of respondents/promoters. The respondent no. 3 has filed a reply on 08.07.2024 in which it has submitted that the purported complaint filed by the complainant against them is not maintainable and the same deserves to be dismissed.
- That the respondent No. 1 duly applied and got the licenses i.e. License no. 264 of 2007 and 60 of 2009 for the plotted colony spread over about 128.664 acres. Further, it has submitted that the subsidiary of the respondents, Ansal Landmark (Karnal) Township Private Limited, also applied for the registration of the present project with the Authority and obtained Registration No. 134 of 2017 and 140 of 2017 for the respective Licenses annexed as Annexure-R1. The complainant has raised vague allegations without any substantial evidence.

- 14. The complainant has not purchased the said plot from the respondents whereas the plot was purchased from one Mr. Harvinder Singh.
- 15. The respondent No. 3 vide letter dated 09.12.2015 has already been offered possession but in spite of various follow ups by the respondents, the complainant has not come forward for taking over the possession.
- 16. The complainant has neither paid the full amount of the property and nor taken the possession as per the Plot Buyer Agreement. Hence, the complaint is liable to be dismissed.
- More than 100 allottees have already constructed their houses after getting the plan and map approved from the competent Authority and obtained occupation certificate of their constructed property. As per the Clause 2 of the Agreement, external or peripheral services are provided by any government or local authority for any bigger zone and any charge is levied thereof, the same shall be payable in addition to the aforesaid price of the plot and paid on pro-rata basis by the buyer as determined by DTCP, Haryana.
- 18. That as per Clause 13 of the Plot Buyer Agreement, the buyer of the plot will be liable to pay necessary charges as determined by the promoter or the maintenance agency. As per Clause 15 of the Agreement, the cost of electric connection is not included in the aforesaid price of the plot and shall be payable by the buyer in addition to the price of the plot.
- 19. The respondents admitted that the complainant has paid an amount of ₹35,91,746/- against the total sale consideration of the said plot out of which

the respondents has paid the payment on account of EDC of ₹6,26,584/- to competent Authorities.

20. The respondents denied that they have made false and incorrect representations and have not fulfilled the promises and have in any way lured the complainant or engaged themselves in illegal, arbitrary and unfair-trade practices.

E. ISSUES FOR CONSIDERATION:

- 21. The following issues arise for determination:
 - i. Whether the respondents have failed to provide lawful possession within the stipulated period as per Section 18(1) of the RERA Act, 2016?
 - ii. Whether the possession letter dated 09.12.2015 is a valid offer of possession in the absence of OC/CC?
 - iii. Whether the complainant is entitled to delay interest and refund of illegal charges?

F. ARGUMENTS OF LD. COUNSEL FOR THE COMPLAINANT:

- 22. Respondents do not have the occupation certificate till date. However, they had offered possession without obtaining an occupation certificate.
- 23. Complainant has paid ₹28,98,000/- towards principal and without having completion certificate, the respondent has taken ₹6,26,584/- towards EDC and even taken the maintenance charges from the complainant.

Complainant has made total payments of ₹39,91,746/- towards the purchase of plot and has further made payments of ₹89,205/- towards maintenance charges.

- In the offer of possession dated 09.12.2015, the respondents stated that the development work is complete whereas on page 17 of the reply dated 28.03.2023 filed by the respondents, it has been clearly mentioned that the development work at site has not been completed and the final completion certificate has not been granted. Therefore, on paper they are showing an offer of possession but, in fact, it is not a valid offer of possession because they have not received a completion certificate till date.
- Counsel for the complainant submitted that the project is not completed till date and the respondents are charging EDC without getting the occupation certificate. They have collected EDC but the same has not been deposited with the competent Authority. Further, he has stated that the agreed price of the unit covers development of internal services such as laying of roads, lying of water sever and peripheral limits, whereas this has not complied with the terms of the agreement.

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26. The counsel on behalf of the complainant stated that the Plot Buyer Agreement was executed with the complainant on 13.08.2010 and accordingly the complainant was allotted a plot bearing no. B-1016, measuring 338 sq. ft. in the respondent project namely 'Sushant City, Karnal' being developed by the respondent/promoter. The complainant had paid ₹35,91,746/-

to respondent no. 1 and ₹89,205/- to respondent no. 2 against a basic sale price of ₹24,28,519.56/-. Thereafter, the respondent no. 1 made offer of possession on 09.12.2015 alongwith illegal demands. Subsequent thereupon, the complainant was forced by respondent no. 1 to accept the illegal offer of possession, which he did under written protest, towards purported maintenance charges to respondent no. 1 in cahoots with respondent no. 2. Also, the offer of possession dated 09.12.2015 made by the respondent no. 1 was not a valid offer of possession as the same was offered without obtaining an occupation certificate from the competent Authority. On 30.12.2015, the complainant sent an objection letter to respondent regarding possession letter dated 09.12.2015.

He further stated that the respondents were obligated to handover possession to the complainant within 18 months from the date of allotment i.e. 13.02.2012. However, even after the lapse of 13 years, there is no development in the project till date. He referred to pages numbered 149 to 151 and 153 to 158 of complaint that are the photographs of the project to illustrate that no development has taken place at the project site.

G. ARGUMENTS OF LD. COUNSEL FOR THE RESPONDENTS:

During the course of hearing, learned counsel for the respondents reiterated the averments made in the reply and further stated that final written submissions will be submitted in the Authority and requested the Authority to consider the same while adjudicating this matter.

- He has argued that the complainant has not approached the Hon'ble Authority with clean hands. The complainant himself had not come forward to take possession of the unit in question. Hence, the contention of illegal charges or alterations is misconceived and untenable and the respondent has raised demands as per the Plot Buyer Agreement and the payment plan opted by the complainant. Complainant is only interested in getting wrongful enrichment in the form of interest and is not interested in taking the possession.
- Learned counsel for respondent no. 2 & 3 submitted that the complainant has neither taken possession nor made the full payment against the sale consideration of the plot in question. He further stated that the External Development Charges (EDC) had already been paid to the concerned Authority by respondent no. 3.

H. FINDING AND OBSERVATIONS OF THE AUTHORITY:

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31. Upon consideration of the pleadings, documents placed on record and the submissions advanced by both the counsels, this Authority is required to determine whether the respondents have fulfilled their obligation to deliver lawful possession of the booked property to the complainant within the period stipulated under Section 18(1) of the RERA Act, 2016. It stands clearly established that despite the expiry of the contractually agreed timeline as well as the statutory obligation cast under Section 18(1), the respondents have failed to hand over possession in a lawful manner. Admittedly, no valid offer of

possession was ever issued in accordance with the requirements of law and no occupation certificate/completion certificate was produced to demonstrate readiness of the unit for lawful possession. Mere assertions of readiness, unsupported by statutory compliance, cannot constitute lawful possession under the Act. Consequently, this Authority holds that the respondents have failed to provide lawful possession of the unit to the complainant within the stipulated period, thereby attracting the liability contemplated under Section 18(1) of the RERA Act, 2016.

Having examined the documents placed on record, this Authority is required to determine whether the said letter constitutes a valid and lawful offer of possession in the absence of an Occupation Certificate/Completion Certificate. It is a settled principle of law that the lawful possession cannot be tendered without the project being duly certified as complete by the competent authority. The Hon'ble Supreme Court in Samruddhi Co-operative Housing Society Ltd. v. Mumbai Mahalaxmi Construction Pvt. Ltd., (2022) 4 SCC 103, has categorically held that the handing over of the possession without obtaining the Occupation Certificate/Completion Certificate amounts to a continuing wrongful act and is contrary to the obligations of the promoter under applicable law. Likewise, in Nahalchand Laloochand Pvt. Ltd. v. Panchali Co-operative Housing Society, (2010) 9 SCC 536, the Supreme Court reaffirmed that delivery of possession must be lawful and in accordance with statutory requirements, failing which the promoter cannot claim to have fulfilled its

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Redressal Commission (NCDRC) in DLF Home Developers Ltd. vs. Capital Greens Flat Buyers Association, 2019, has held that any offer of possession issued without obtaining the requisite Occupation certificate/Completion Certificate is non-est in the eyes of law and does not amount to a valid offer of possession.

- 33. Applying the above principles, the possession letter dated 09.12.2015, issued in the absence of an Occupation Certificate/Completion Certificate, cannot be treated as a lawful or valid offer of possession. The letter is merely an incomplete intimation and does not confer upon the complainant any right to take possession of an unapproved or non-certified premises. Therefore, this Authority conclusively holds that no lawful possession has been given, for want of the mandatory Occupation Certificate/Completion Certificate, thereby attracting the consequences provided under Section 18(1) of the RERA Act, 2016.
- 34. Upon examining the record, this Authority finds that the demands raised by the respondents towards interest on EDC, maintenance charges prior to lawful possession and non-construction charges are unsustainable. It is well-settled that a promoter may recover only those amounts that are legally authorized and supported by statutory notifications or contractual terms. The Supreme Court in <u>DLF Universal Ltd. v. Sukhbir Singh. (2021) 5 SCC 753</u> held that developers cannot impose arbitrary charges on allottees. Likewise, the

Punjab & Haryana High Court in *RWA Sector-6*, *Bahadurgarh v. State of Haryana*, 2012 (4) RCR (Civil) 175 held that EDC/enhanced EDC can be recovered only upon proof of actual payment to the competent authority. The NCDRC in *Emaar MGF Land Ltd. v. Amit Puri*, 2015 further held that the maintenance cannot be charged until a fully developed plot is handed over and *HUDA v. Sunita*, 2005 established that non-construction charges cannot be levied when possession itself is delayed. As lawful possession of a developed plot has not been delivered in this case, all such demands are illegal and liable to be quashed.

35. This Authority has examined the claims of the complainant seeking (i) delay interest and (ii) refund of illegally levied charges. It stands established on record that the respondents failed to hand over lawful possession of the developed plot within the agreed timeline, thereby attracting the mandate of Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which entitles an allottee to interest for every month of delay until actual delivery of possession. Further, the demands raised towards interest on EDC, maintenance prior to lawful possession and non-construction charges have been found to be illegal and unsustainable. Under Section 18(1)(b) read with Section 19(4) of the Act, the complainant is therefore entitled to the refund of all such unlawful charges, along with applicable interest. The Supreme Court in <u>DLF</u> <u>Universal Ltd. v. Sukhbir Singh. (2021) 5 SCC 753</u>, has held that developers

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cannot impose charges that lack contractual or statutory backing, reinforcing the complainant's entitlement to refund.

- Regarding reliefs nos. iii, iv, v, vi, vii, viii, ix and x, the Authority is of view that during oral arguments, learned counsel for the complainant did not press for these reliefs. He only insisted on possession along with delay interest. Hence, no observation is made by the Authority in this regard.
- As regards the prayer for compensation, it is clarified that under the scheme of the RERA Act, the Authority is not empowered to award compensation, as such relief falls exclusively within the jurisdiction of the Adjudicating Officer under Sections 71 and 72 of the Act. The Authority is therefore competent to grant delay interest and refund of illegal charges, but any claim for compensation must be pursued separately before the Adjudicating Officer, in accordance with the statutory procedure.
- 38. In view of the above findings, this Authority holds that the complainant is entitled to delay interest till valid offer of possession after receiving Occupation/Completion Certificate. The Authority concludes that the complainant is entitled for delay interest from the deemed date of possession i.e. 13.02.2012 up to the date on which a valid offer is sent to him after receipt of occupation certificate. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act, 2016 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 sub-section (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.."

39. 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 i.e. 05.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR+2% i.e. 10.85%.

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40. Hence, the Authority directs the 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

lending rate (MCLR)+2% which as on date works out to 10.85% (8.85%+2.00%) from the due date of possession i.e. 13.02.2012 till the date of a valid offer of possession after receipt of Occupation/Completion Certificate.

41. The Authority has got calculated the upfront delay interest on total paid amount from due date of possession i.e. 13.02.2012 till the date of this order i.e. 05.12.2025 which works out to ₹51,96,675/- and further monthly interest of ₹32,827/- as per detail given in the table below:

Sr.No.	Principal Amount (in ₹)	Deemed date of possession or date of payment, whichever is later	Interest Accrued till 05.12.2025 (in ₹)
1.	28,07,200/-	13.02.2012	42,09,896/-
2.	2,00,000/-	15.05.2012	2,94,466/-
3.	92,800/-	14.06.2012	1,35,805/-
4.	4,81,746/-	14.01.2016	5,17,539/-
5.	10,000/-	28.04.2022	3,918/-
6.	74,901/-	24.03.2022	30,125/-
7.	3,576/-	28.04.2022	1,401/-
8.	3,576/-	16.08.2022	1,284/-
9.	7,152/-	17.01.2023	2,241/-
Total	₹36,80,951/-		₹51,96,675/-
		Monthly Interest: ₹32,827/	7

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42. It is pertinent to mention that the complainant has claimed to have paid an amount of ₹36,80,951/- which can be proved from the receipts attached

with the complaint. The same is not rebutted by the respondents. It is an established fact that admittance is a proof of admission. Therefore, the said payment is proved to be made by the complainant in favor of the respondent and hence eligible to delay interest.

I. DIRECTIONS OF THE AUTHORITY:

- 43. 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) Respondents are directed to pay upfront delay interest of ₹51,96,675/- to the complainant towards delay already caused in handing over the possession till the date of order and further monthly interest of ₹32,827/- till the date of valid offer of possession after receipt of Occupation/Completion Certificate.
 - (ii) The respondents are hereby directed to charge only those amounts permissible under the Agreement executed between the parties. If any amount is collected by the respondents in violation of the terms and conditions of the agreement, it shall be refunded to the complainant.

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(iii) The complainant will remain liable to pay balance consideration amount, if any, to the respondents at the time

when valid possession is offered to the complainant.

(iv) The rate of interest chargeable from the allottee/complainant

by the respondent/promoter, in case of default shall be charged at

the prescribed rate, i.e., 10.85% by the respondents/promoters

which is the same rate of interest which the respondent/promoter

shall be liable to pay to the allottee.

(v) 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.

(vi) The respondents shall not charge anything from the

complainant which is not part of the agreement.

44. 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.

(CHANDER SHEKHAR) MEMBER

05.12.2025 Monika (Law Associate)