



Complaint No. 1788 of 2024

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	1788 of 2024
Date of Filing:	25.11.2024
Date of First Hearing:	27.01.2025
Date of Decision:	27.02.2026

M/s Shantanu Dyechem Private Limited
B-34/8, Industrial Area, GT Karnal Road,
New Delhi-110033.

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Ltd.
Mahindra Tower 2A Bhikaji Cama Palace
2nd Floor, New Delhi-110066

....RESPONDENT(S)

CORAM: **Sh. Chander Shekhar** **Member**

Hearing: 5th

Present: - Ms. Jennifer, Advocate, for the Complainant through VC.
Mr. Shubhnit Hans, Advocate, for the Respondent
through VC.

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ORDER:

The present complaint was filed on 25.11.2024 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 fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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

S.No.	Particulars	Details
1.	Name of the project	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Un-registered.
3.	Unit No.(plot)	A-A9/3
4.	Unit area	350 sq. yds. (292.64 sq. mts.)
5.	Date of Allotment in favour of Original Allottees	18.02.2005 as per receipt issued to first allottee and 23.02.2007 as per endorsement receipt issued to second allottee
6.	Date of Endorsement in favour of Complainant	02.06.2010

7.	Date of Builder Buyer Agreement	Not executed
8.	Due Date of Offer of Possession	Not available
9.	Possession Clause	Not available.
10.	Total Sale Consideration	₹9,53,750/- (As per annexure C-2)
11.	Amount Paid by the Complainant	₹10,89,950/- (As mentioned in pleadings and Annexure C-2)
12.	Offer of Possession	Not available.

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that the complainant is a public limited company incorporated under the provisions of the Indian Companies Act. The respondent company widely published the residential project named "TDI City" at Kundli, Sonapat, Haryana.

4. In 2010, the complainant approached the respondent to purchase a residential plot in its project. The respondent informed the complainant that no fresh plots were available for sale but it could arrange a plot on resale. Later, the complainant was informed that Mr. Manoj Gambhir had originally booked Plot No. A-A9/3, measuring 350 sq. yards, for a total sale consideration of ₹7,26,250/- plus EDC of ₹2,27,500/- which was subsequently transferred to Mr. Mukesh Sharma and was now available for resale. The respondent assured the complainant that the possession would be

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handed over as per the original allotment terms and to purchase the plot, he would need to pay the entire amount already paid by the previous allottees, i.e. Mr. Mukesh Sharma and Mr. Manoj Gambhir. A copy of the allotment letter dated 20.07.2005 issued in favour of Mr. Manoj Gambhir is attached as Annexure C-1.

5. Based on the representations made by the respondent, the complainant agreed to purchase the said plot. The plot was transferred in his name from Mr. Mukesh Sharma after he submitted the required transfer documents in the prescribed format. The transfer was acknowledged by the respondent vide letter dated 02.06.2010, a copy of which is annexed as Annexure-C3. Thereafter, the complainant paid the transfer and other charges as demanded vide receipt dated 21.08.2010, a copy of which is annexed as Annexure C-4. At the time of transfer, the complainant cleared the entire payment due to the previous allottees apart from paying the transfer charges to the respondent. As per the statement of account dated 23.04.2010 issued by the respondent, a total sum of ₹10,89,950/- had already been paid against a total demand of ₹9,53,750/-. A copy of the revised statement of account is annexed as Annexure C-2.

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6. Despite receiving the entire payment, the respondent has failed to hand over possession of the said plot to the complainant. The complainant purchased the plot relying on the assurance that the allotment letter dated 20.07.2005 had been issued after obtaining necessary approvals and the

possession would be delivered accordingly. The complainant has already made the payment more than the Total Sale Consideration but nothing has been developed on ground despite sending a legal notice dated 22.06.2024 to the respondent, a copy of which is annexed as Annexure C-5.

7. The respondent has deliberately failed to fulfill its contractual obligations and has been deficient in rendering its services. The respondent continued to give false assurances regarding the delivery of possession. Due to the conduct of the respondent, the complainant has suffered financial loss, mental harassment and hardship despite having no fault. Therefore, the complainant has approached this Authority seeking relief.

C. RELIEF SOUGHT:

8. The complainant in its complaint has sought the following reliefs:

- i. To direct the respondent to execute the Agreement For Sale for the plot in question.
- ii. To direct the respondent to develop the project as per the approvals accorded by the competent Authority and complete in all respect and in a time bound manner.
- iii. To direct the respondent to handover the possession along with a valid Completion Certificate and availability of all the services in the project.

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iv. To direct the respondent to pay interest @12% from respective dates of payments till the actual date of handing over of possession.

v. To direct the respondent to pay compensation to the tune of ₹5,00,000/- for the mental and physical harassment caused.

vi. To direct the respondent to pay a sum of ₹55,000/- towards litigation charges.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

9. On receipt of notice of the complaint, the respondent has filed reply on 12.05.2025, which in brief states that the complainant had voluntarily invested in the respondent's project, namely "TDI City", at Kundli, Sonipat, Haryana, considering the reputation of the respondent company. It was further stated that part completion certificates for the township project measuring approximately 927 acres approx. were obtained on 23.01.2008, 18.11.2013 and 22.09.2017 attached at Annexure R-1, R-2 and R-3.

10. When the respondent company commenced the construction of the said project, the RERA Act was not in existence. Therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. The provisions of RERA Act are to be applied prospectively. Thus, the present

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complaint is not maintainable and falls outside the purview of provisions of RERA Act.

11. That the allotment of the unit in question was done as per the "Marketing Plan" of the respondent company's project. However, the unit allotted to the complainant could not be a part of the layout plan sanctioned by the DTCP, Haryana. In this regard, the respondent had sent a letter (undated) to the complainant to consider an alternate plot or adjust the amount paid to another project of the respondent. A copy of the said letter is annexed as Annexure R-4. The complainant did not come forward to take the alternative possession or consider any other offered option and the respondent company is not in receipt of the legal notice sent by the complainant as mentioned in the complaint.

12. The present complaint is barred by limitation and is not maintainable before this Authority. The complainant was entitled to approach this Authority within three years from the date of the expiry of the letter sent by the respondent as per Section 29(2) of the Limitation Act, 1963. The complainant chose to stay silent and did not take any action. The present complaint is made only with the intent to harass and extort money from the respondent company. The respondent has also denied the receipt of legal notice dated 22.06.2024 sent by the complainant. The present complaint is malafide and should be dismissed as the complainant has been sleeping over his rights all these years.

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E. REJOINDER FILED BY THE COMPLAINANT:

13. Learned counsel for the complainant has filed rejoinder on 05.01.2026 wherein reiterating the facts and submissions made in the complaint. The complainant has further stated that the admission by the respondent of the fact that the allotment of the unit in question was done as per the "marketing plan" of the respondent, which was not a part of the layout plan sanctioned by the DTCP, Haryana, is itself sufficient proof that neither the project has been completed nor the amount has been refunded to the complainant till date.

14. The respondent has failed to disclose the date of the letter annexed as Annexure R-4 in the reply filed by the respondent as well as delivery report. The said letter is forged and such letter was never sent to the complainant. In reference to the objection of limitation raised by the respondent, it is stated that the cause of action is concurrent as the respondent has not offered the possession of the plot and is also still retaining the amount paid to it by the complainant.

15. The complainant has prayed that the present complaint be allowed and the directions as prayed for in the complaint be issued against the respondent.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

16. During the course of oral arguments, learned counsel appearing on behalf of both the parties reiterated the facts and submissions as set out in their respective pleadings, reply and rejoinder. Learned counsel for the respondent has further argued that as no alternate plot is available due to landowners dispute. The respondent is ready and willing to refund the paid amount.

H. ISSUES FOR ADJUDICATION

17. Whether the complainant is entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RERA Act, 2016?

I. OBSERVATIONS AND DECISION OF THE AUTHORITY

18. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, the Authority observes as follows:

(i) With regard to the plea raised by the respondent that the provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 18.02.2005 and 23.02.2007 when the original/subsequent allottees were allotted plot no. A-A9/3, TDI City, Kundli, it is observed that the issue regarding operation of RERA Act, 2016, whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 OF 2021 titled*

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as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others. Relevant part is reproduced below for reference:-

“52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under

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Section 3 to prospectively follow the mandate of the Act 2016.”

(ii) The respondent has also raised an objection that the present complaint is barred by limitation. In this regard, the Authority is of the considered view that the law of limitation does not apply to complaints filed under the provisions of the RERA Act, 2016. The RERA Act is a special enactment and does not prescribe any specific period of limitation for filing a complaint before the Authority. In terms of Section 29(2) of the Limitation Act, 1963, the provisions of the Limitation Act apply only insofar as they are not expressly excluded by a special or local law. Therefore, in the absence of any prescribed limitation period under the RERA Act, the Limitation Act has no direct applicability. For ready reference, Section 29 of the Limitation Act, 1963, is reproduced below:

Section 29 - Limitation Act, 1963

29. Savings- (1) Nothing in this Act shall affect section 25 of the Indian Contract Act, 1872 (9 of 1872).

(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of section 3 shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.

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(3) Save as otherwise provided in any law for the time being in force with respect to marriage and divorce, nothing in this Act shall apply to any suit or other proceeding under any such law.

(4) Sections 25 and 26 and the definition of "easement" in section 2 shall not apply to cases arising in the territories to which the Indian Easements Act, 1882 (5 of 1882), may for the time being extend.

Even, section 18(2) of RERA Act, 2016, brings the complaint out of the purview of Limitation Act, 1963.

Further, the Hon'ble Apex Court, in Consolidated Engg. Enterprises v. Irrigation Department, (2008) 7 SCC 169, has held that the provisions of the Limitation Act, 1963, are not applicable to quasi-judicial authorities or tribunals unless specifically provided for in the statute governing such bodies. A similar view has been reiterated by the Hon'ble Supreme Court in M.P. Steel Corporation v. Commissioner of Central Excise, (2015) 7 SCC 58, wherein it was observed that the Limitation Act would not apply to proceedings before quasi-judicial forums created under special enactments.

 Notwithstanding anything stated hereinabove, even assuming that the law of limitation were applicable to quasi-judicial proceedings, which otherwise is not the case, it would still have no bearing in the present case, as the project remains incomplete till date. Consequently, the cause of action continues to subsist and the

complainant's claim for possession along with interest remains alive and enforceable until the project is completed or the matter is finally adjudicated.

(iii) Admittedly, the complainant in this case had purchased the plot in resale as offered by the "marketing plan" of the respondent in the year 2010. The total paid amount by the complainant is ₹10,89,950/- as per details given in the statement of account dated 23.04.2010 attached by the complainant at Annexure C-2 page no.13 of complaint book. Out of said paid amount, last payment of ₹2,08,825/- was made to the respondent on 02.04.2010 by the complainant which implies that the respondent is in receipt of total paid amount since the year 2010 whereas the fact remains that no offer of possession of the booked plot has been made till date. The complainant has attached an letter of allotment dated 20.06.2005 in its name which is contrary to the facts and submissions made in the complaint as the endorsement was made in the name of the complainant on 02.06.2010.

(iv) The original/subsequent allottee booked the plot on 18.02.2005 and 23.02.2007 and the same was transferred in the name of the complainant on 02.06.2010 with the respondent's acknowledgment. The respondent has placed on record a letter purportedly offering the complainant an alternate plot or adjustment of the entire amount paid in

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any other project of the respondent. However, the said letter is undated and no proof of dispatch or delivery has been annexed to establish that it was ever served upon the complainant. The complainant has categorically denied having received the said letter. Despite giving opportunity, the respondent has failed to produce documentary evidence in support of its contentions. Accordingly, the said letter cannot be relied upon and carries no evidentiary value.

(v) Factual position reveals that the complainant as well as the respondent has not specified any deemed date of possession in their pleadings. The Authority observes that the allotment of the plot in question was made to the original allottee on 18.02.2005 which is proved from the receipt attached with the complaint at Page no.17 and the same was transferred to the complainant on 02.06.2010. But Plot Buyer Agreement has not been executed till date and there is no clause pertaining to the deemed date of possession in the allotment letter. In absence of a specific clause for the deemed date of possession in the allotment letter, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainant. In *Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya*, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr."

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in which it has been observed that period of three years is reasonable time for completion of construction work and delivery of possession. In the present complaint, the plot was allotted to the original allottee on 18.02.2005 by the respondent. Accordingly, taking a period of three years from the date of allotment as a reasonable time to complete development works in the project and to handover possession to the complainant, the deemed date of possession comes to 18.02.2008. Till that the respondent has never executed builder buyer agreement nor given any hope for possession by starting the construction at the site. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification.

On the other hand, the complainant, having purchased the subject plot with full knowledge of the status of the project and the deemed date of possession, consciously stepped into the shoes of the original allottee and assumed all rights and liabilities under the original allotment. It is a settled position of law that a subsequent purchaser is bound by the terms and conditions of the original allotment and cannot claim any benefit beyond what was available to the original allottee. The Hon'ble Supreme Court in *M/s. Laureate Buildwell Pvt. Ltd. v. Charanjeet Singh (2021) 17 SCC 726* has categorically held that a subsequent purchaser cannot claim compensation/interest for delay for a period prior to the date of

purchase, as he enters into the contract with open eyes and is governed by the existing contractual stipulations. Similarly, in *DLF Homes Panchkula Pvt. Ltd. v. D.S. Dhandra (2020) 16 SCC 318*, the Hon'ble Supreme Court reiterated that compensation/interest must align with the contractual terms and that relief cannot travel beyond what is contractually agreed.

Therefore, in light of the settled legal position and the governing contractual terms, the complainant being a subsequent purchaser who stepped into the shoes of the original allottee cannot claim delay interest for any period prior to the date of endorsement in his favour. However, he is entitled to delay interest, if otherwise admissible under the agreement, only from the date of endorsement i.e., 02.06.2010, when the rights in the subject plot were formally transferred in his name. Accordingly, the complainant is entitled to delay interest from 02.06.2010 till today subject to the terms and conditions of the allotment and applicable statutory provisions.

(vi) It is the stand of respondent that there is on-going dispute with landowners and multiple attempts had already been made to resolve it but all efforts went in vain. In continuation of it, legal notices of the year 2023-2024 were sent to landowners. Except issuance of legal notices that too in the year 2023-2024 the respondent has not taken

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any effective steps towards the interest of allottees. Moreover, the dispute is between the respondent and landowners. No litigation or any other proceedings is pending towards said dispute which operates as stay for the affected portion of land. It has not been established by the respondent that the offer of a booked plot is not possible due to some genuine reliable circumstances.

(vii) The complainant is insisting upon the possession of booked plot only as alternate plot is not available with the respondent. The respondent who is in receipt of a total amount of ₹10,89,950/- since the year 2010 has not even made sincere efforts to provide at least a reasonable number of options of alternate plot to choose from. It is the respondent who has failed to develop the project till date. However, no such circumstances have been specified in written statement/oral arguments which can be relied upon to convince the Authority that the physical possession of the booked plot is actually not possible. The law point is that facts not specifically pleaded are not considered and the burden of proof lies on the party making the claim. Therefore, if a party fails to specify circumstances in its written statement or oral arguments that show physical possession of a booked plot is not possible, they cannot rely on those unspecified circumstances to convince the Authority that the possession is impossible. The party would need to provide specific facts and evidence to demonstrate this

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impossibility. For reference judgement dated 16.09.2025 passed by Hon'ble Bombay High Court in *Criminal Revision Application No.108 Of 2023 titled as "Romell Housing Llp vs Sameer Salim Shaikh"*, is relied upon, in which it has been held that *"In law, oral assertions without supporting physical acts cannot displace settled possession proved by continuous conduct."*

(viii) The Authority observes that the respondent has severely misused its dominant position. Allotment of the plot was made on 18.02.2005 and 23.02.2007 in favour of the original allottees and the complainant is a subsequent allottee. The respondent is not able to offer valid possession to the complainant till date and has not even specified the valid reason/ground for not offering the possession of the booked plot. The complainant however is interested in getting the possession of the booked plot and does not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act, 2016, clearly come into play by virtue of which while exercising the option of taking possession of the plot, the allottee can also demand delay interest along with monthly interest and the respondent is liable to pay the same for the entire period of delay caused at the rates prescribed. For ready reference, the provisions of Section 18 is reproduced below:



Section 18 - Return of amount and compensation

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

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.”

So, the Authority hereby concludes that the complainant is entitled for the delay interest from the date when he stepped into the shoes of the original allottee till the date on which a valid offer is to be sent to the complainant after obtaining occupation certificate/completion certificate.

(ix) 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;

(x) Consequently, as per the 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. 27.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

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

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:

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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”.

19. Authority has got calculated the interest on total paid amount from the date when the complainant stepped into shoes of original allottee till the date of this order at the rate of 10.80% and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	From the date when the complainant stepped into shoes of the original allottee	Interest Accrued till 27.02.2026
1.	₹10,89,950/-	02.06.2010	₹18,54,408/-
	Monthly interest		₹9,998/-

20. With regard to relief regarding compensation, 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

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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.

J. DIRECTIONS OF THE AUTHORITY

21. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the respondent/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 ₹18,54,408/- as calculated above in Para 19 of this order to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount of ₹10,89,950/-, monthly interest of ₹9,998/- shall be payable by the respondent to the complainant up to the date of valid offer of possession after obtaining occupation certificate.

(ii) The complainant will remain liable to pay balance consideration amount, if any, as per agreed terms and conditions of the agreement/allotment, to the respondent at the time when valid possession is offered to the complainant.

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(iii) The rate of interest chargeable from the allottee by the respondent/promoter, in case of default, shall be charged at the prescribed rate, i.e., 10.80% which is the same rate of interest which the respondent/promoter shall be liable to pay to the allottee.

22. With the above directions, the case is **Disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.


.....
(CHANDER SHEKHAR)
MEMBER

27.02.2026
Narinder Kaur
(Law Associate)