



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint No:</b>	<b>1879 of 2024</b>
<b>Date of Filing:</b>	<b>29.11.2024</b>
<b>Date of First Hearing:</b>	<b>03.02.2025</b>
<b>Date of Decision:</b>	<b>08.05.2026</b>

Aditya Dahiya S/o Sh. Ajit Singh Dahiya  
R/o Bharat Hospital, Opp. Sector-14,  
Sonapat-131001.

....COMPLAINANT

VERSUS

TDI Infrastructure Limited  
Upper Ground Floor, Vandana Building, 11, Tolstoy Marg,  
Connaught Place, New Delhi-110001.

....RESPONDENT

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

**Hearing:**                      **6<sup>th</sup>**

**Present: -**                      Mr. Vikas Deep, Advocate, for the Complainant through  
VC.  
Mr. Shubhnit Hans, Advocate, for the Respondent.

**ORDER:**

Present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act, 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, 2016 and 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 of the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the Project	Park Street, Sector-19, Village-Kamsapur, Sonapat.
2.	Name of the Promoter	TDI Infrastructure Ltd.
3.	RERA Registered/Not Registered	Not registered.
4.	DTCP License Nos.	999, 1000, 1001 and 1002 of 2006 dated 16.06.2006.
5.	Licensed Area	8.31 Acres
6.	Unit No.(Shop)	67
7.	Unit Area	398.55 sq. ft.
6.	Date of Allotment	06.02.2012
7.	Date of Builder Buyer Agreement	26.03.2012
8.	Due Date of Offer of Possession	25.03.2014 as mentioned in pleadings. As per Article 4 of BBA,

		Within 24 Months from the date of sanctioning of the building plans
9.	Total Sale Consideration/Basic Sale Price	₹14,87,125/-
10.	Amount Paid by the Complainant	₹13,40,000/-
11.	Offer of Possession	Not offered

### B. FACTS OF THE COMPLAINT

3. Brief facts of the complaint are that on 06.02.2012, the complainant along with his sister, Priyanka Dahiya jointly booked a commercial shop bearing No. 67. The shop has a covered area of 398.55 sq. ft. and a super area of 594.8 sq. ft., located in respondent's project namely, Park Street, Sector-19, NH-1, Sonipat. The basic sale price of the shop was ₹14,87,125/-. At the time of booking, an initial amount of ₹6,00,000/- was paid on 06.02.2012 and the receipt of the same is attached as Annexure C/1. Builder Buyer's Agreement was executed on 26.03.2012. As per the agreement, the possession was to be given within 24 months, i.e., by 25.03.2014 (Annexure C/2). By 12.02.2012, a total amount of ₹13,40,000/- had been paid, as shown in the statement of account attached as Annexure C/3. Afterward, Priyanka Dahiya transferred her share and rights in the shop to the complainant. This transfer was properly recorded in the respondent's records. However, the project has not been developed on time and possession

of the shop has still not been given. The complainant also stated that no other similar complaint has been filed or is pending regarding this booking except those already mentioned above. More than fourteen years have passed and the project has still not been completed and possession has not been delivered. The complainant is left with no option but to file the present complaint seeking relief.

**C. RELIEF SOUGHT**

4. Complainant in his complaint has sought following reliefs:
  - i. To direct the respondent to hand over possession, register the conveyance deed and also to pay statutory interest from the date of deposit of payments till the date of possession and registration of conveyance deed with cost of the present complaint.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

5. Learned counsel for the respondent filed a detailed reply on 23.05.2025 pleading therein that due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely, Park Street, Sector-19, Village Kamaspur, Sonipat, Haryana. The said project is covered under the license nos.999 of 2006, 1000 of 2006, 1001 of 2006 and 1002 of 2006 all dated 16.06.2006. 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,

Csh

as per the provisions of the RERA Act, 2016. The provisions of RERA Act are to be applied prospectively. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.

6. It is important to state that the present complaint is barred by limitation. The complainant was required to approach this Hon'ble Authority within three years from the date of expiry of the reminder letter dated 06.02.2019 issued by the respondent company. However, the complainant did not take any action within this period and has filed the present complaint after an unreasonable delay. Further, it appears that the complaint has been filed only to harass the respondent company and to seek money unjustly. As per Section 29(2) of the Limitation Act, 1963, where a special or local law provides a different limitation period, the general provisions of limitation will apply unless expressly excluded. Therefore, in view of the above, the present complaint is time-barred and is liable to be dismissed in toto.

7. The complainant did not reply to the reminder letters dated 04.02.2019 and 06.02.2019 nor did he contact the respondent company after receiving them. Despite being reminded, the complainant also did not come forward to pay the outstanding amount of ₹85,024.54/-. Instead, he chose to file the present complaint against the respondent company. Due to non-payment of dues by various allottees, including the complainant, the respondent company was forced to take strict steps and stop the construction of the project. It is important to point out that the complainant is making

Chb

contradictory statements. On one hand, the complainant said that no construction work was done at the site during his visit. On the other hand, he has been asking for possession of the same unit in his relief claim. This creates doubt about the truthfulness and consistency of the complainant's statements.

8. Due to non-payment of dues by various allottees, including the complainant, the respondent company faced serious financial difficulties. This financial distress was further worsened by external and statutory factors. In particular, the Hon'ble Supreme Court of India, in *M.C. Mehta vs. Union of India & Ors.*, by order dated 04.11.2019, imposed a complete ban on construction and demolition activities in the Delhi-NCR region due to severe air pollution. Further, the project "Park Street" is a pre-RERA project. Because of continuous defaults by allottees, judicial restrictions including the above Supreme Court order and the impact of COVID-19 as a force majeure event, the respondent company stopped all development activities and is no longer continuing with the project. The respondent company has also placed its position on record through an affidavit dated 23.07.2024 filed by Shri Ved Prakash in Suo Motu Complaint No. 1580 of 2023. In the said affidavit, it is clearly stated that internal development work in the "Park Street" commercial project measuring 8.306 acres has not been carried out and the project remains stalled due to financial and statutory constraints. In these circumstances, the possession cannot be delivered. Therefore, the relief

CSA

sought by the complainant for possession and delay interest is not maintainable and has become ineffective. A copy of the affidavit dated 23.07.2024 is attached as Annexure R-3.

9. It is clarified that any amount mentioned which does not match the respondent company's Statement of Account is denied. A copy of the Statement of Account is attached as Annexure R-4. It is further submitted that as per Clause 2 of Article 4 of the Builder Buyer Agreement, the delivery of possession of the unit has always been subject to force majeure conditions. As per the said clause, the possession period, including the grace period, can be extended automatically if any force majeure event occurs or if there are circumstances beyond the control of the seller. These include orders or restrictions imposed by courts, authorities, or government bodies, as well as shortages of labour or materials required for completion of the project. It is also submitted that no documentary proof has been annexed by the complainant to prove the allegations with respect to the booking made. Hence, he has prayed to dismiss the complaint in toto.

**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

10. During oral arguments, learned counsel for the complainant insisted upon the possession of the booked shop alongwith delay interest. Learned counsel for the respondent has reiterated arguments as were submitted in the written statement.

**F. ISSUE FOR ADJUDICATION**

11. Whether the complainant is entitled to get possession of booked shop alongwith delay interest and execution of conveyance deed in terms of Section 18 of RE(RD) Act, 2016?

**G. OBSERVATIONS AND DECISION OF THE AUTHORITY**

12. The Authority has carefully considered the contentions and submissions made by both the parties. In view of the factual matrix of the case as recorded hereinabove and upon perusal of the arguments advanced by both the parties, the Authority observes as follows:

(i) With regard to the plea raised by the respondent that the provisions of RE(RD) Act, 2016 are applicable with prospective effect only and therefore the same were not applicable as on 06.02.2012 when the allottee/complainant was allotted a shop bearing No.67, Park Street, Sonipat. It is observed that the issue regarding operation of RE(RD) Act, 2016 whether retrospective or retroactive has already been decided by the Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others.

Relevant part is reproduced below for reference:-

*"51. Thus, it is clear that the statute is not retrospective merely because it affects existing rights*

CR

*or its retrospection because a part of the requisites for its action is drawn from a time antecedent to its passing, at the same time, retroactive statute means a statute which creates a new obligation on transactions or considerations already passed or destroys or impairs vested rights.*

*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*

CSR

*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 Section 3 to prospectively follow the mandate of the Act 2016."*

Further, the same legal position was laid down by the Hon'ble Bombay High Court in "Neel Kamal Realtors Suburban Pvt. Ltd. & Anr. Vs. Union of India and others" 2018(1) RCR (Civil) 298 (DB), wherein it was laid down as under: -

*"122. We have already discussed that the above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting/existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the*

Gsh

*Standing Committee and Select Committee, which submitted its detailed reports. As regards Article 19(1)(g) it is settled principles that the right conferred by sub-clause (g) of Article 19 is expressed in general language and if there had been no qualifying provisions like clause (6) the right so conferred would have been an absolute one."*

Thus, it is clear from the above said law that the provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion even though the amendment/contract/agreement have taken place before the Act and the Rules became applicable.

(ii) The respondent has 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 RE(RD) Act. The RE(RD) 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.

Ch

Therefore, in the absence of any prescribed limitation period under the RE(RD) 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.*

*(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.*

*Corr*

Even, section 18(2) of RE(RD) Act, 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, along with his sister, had booked a commercial unit in the respondent's project "Park Street" on 06.02.2012 and had paid a substantial amount towards the sale consideration. A Builder Buyer Agreement was also executed on 26.03.2012, wherein the possession of the unit

was to be delivered within 24 months, i.e., by 25.03.2014. It is further noted that the complainant has placed on record that a total amount of ₹13,40,000/- had been paid and the rights of the co-allottee were subsequently transferred in his favour with due endorsement in the respondent's records. The Authority also takes note of the allegation that despite a lapse of considerable time, the project has not been completed and the possession of the unit has not been handed over to the complainant. As per the material placed on record, more than fourteen years have been passed since the booking and the grievance of delay in completion and non-delivery of possession has been raised by the complainant.

(iv) In the written statement submitted by the respondent, the respondent has contended that the complainant failed to respond to reminders dated 04.02.2019 and 06.02.2019 and did not clear the alleged outstanding amount of ₹85,024.54/-. It is the case of the respondent that such non-payment by the complainant, along with defaults by other allottees, adversely affected the financial position of the project and led to stoppage of construction activities. The respondent has also raised an objection regarding alleged inconsistency in the complainant's stand, stating that while the complainant has alleged lack of

Arb

construction at the site, he has simultaneously sought possession of the unit. The Authority has also considered the submission of the respondent that the project was impacted by external and statutory factors, including restrictions imposed pursuant to the order dated 04.11.2019 passed by the Hon'ble Supreme Court in *M.C. Mehta vs. Union of India & Ors.*, as well as the effects of the COVID-19 pandemic, which have been cited as force majeure events. It is also submitted that the project, being a pre-RERA project, has remained stalled due to financial and statutory constraints and reliance has been placed on an affidavit dated 23.07.2024 filed in Suo Motu Complaint No. 1580 of 2023 to support the said position. It is further observed that the respondent has disputed the amounts claimed by the complainant stating that only the amounts reflected in its Statement of Account are correct. The respondent has also relied upon Clause 2 of Article 4 of the Builder Buyer Agreement to contend that the period for delivery of possession was subject to extension in case of force majeure events or circumstances beyond its control, including orders of courts or authorities and shortage of labour or materials.

Ch

(v) The Authority has carefully examined the contentions advanced by the respondent with regard to alleged non-payment

of dues by the complainant, the invocation of force majeure conditions and the impact of external factors such as judicial restrictions and the COVID-19 pandemic. While the Authority is conscious of the fact that certain unforeseen and uncontrollable circumstances may affect the progress of the project and may entitle the promoter to a reasonable extension of time. Such grounds cannot be stretched to justify an indefinite and open-ended delay in completion of the project. In the present case, the delay is not marginal but substantial and inordinate. The committed date of possession as per the Builder Buyer Agreement was within 24 Months from the date of sanctioning of the building plans. However, the date for sanctioning of building plans has not been provided by either of the parties. In the absence of a specific date for handing over possession in the Builder Buyer Agreement, it is not possible to precisely ascertain the date on which the possession of the said unit was to be delivered to the complainant. In Appeal No. 273 of 2019, TDI Infrastructure Ltd. v. Manju Arya, the Hon'ble Appellate Tribunal referred to the observations of the Hon'ble Supreme Court in M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr. v. Trevor D'Lima & Ors., 2018 STPL 4215 SC, wherein it was held that a period of three



years constitutes a reasonable time for completion of construction and delivery of possession. In the present case, the complainant booked the shop on 06.02.2012 for which an allotment letter was issued on the same date and agreement was executed on 26.03.2012. Accordingly, taking a period of three years from the date of execution of Builder Buyer Agreement as a reasonable time for completion of development work and delivery of possession, the deemed date of possession is computed as 26.03.2015. The respondent has failed to fulfil its contractual obligations within this reasonable period and has not provided any cogent justification for the delay. Fact remains that the possession has not been offered to the complainant till date for the reason that the project is lying incomplete. The respondent itself has acknowledged that the project is stalled and that development activities have not been carried out. Such an admission clearly establishes that the delay is not temporary or attributable solely to short-term external impediments, but is indicative of a fundamental failure to execute the project within a reasonable timeframe.

(vi) The Authority further finds that the plea of non-payment of a relatively small outstanding amount by the complainant does not absolve the respondent of its primary and contractual

obligation to complete the project and delivery of the possession. The obligations of the promoter cannot be made contingent upon minor defaults of the allottee, particularly when substantial consideration has already been paid. Permitting such a defence would enable the promoters to avoid their core responsibilities on vague grounds, which would be contrary to the object and spirit of the governing law.

(vii) With regard to the reliance placed on the force majeure clauses, the Authority is of the view that such clauses are intended to provide limited protection in cases of genuine and temporary impossibility of performance. They cannot be invoked as a blanket justification for prolonged and unexplained delays. Judicial pronouncements and statutory intent consistently emphasize that the force majeure cannot be used to defeat the substantive rights of allottees or to legitimize indefinite postponement of the possession. In the present case, the delay far exceeds any reasonable extension that could be attributed to the cited factors, including judicial restrictions or the pandemic. Accordingly, the Authority holds that the contentions raised by the respondent do not satisfactorily explain or justify the prolonged delay in completion of the project and cannot be accepted to deny the complainant's

Coln

rightful claim for the possession along with delayed interest for the delay period.

13. The Authority observes that the respondent has severely misused its dominant position. Allotment of the shop was made on 06.02.2012 and agreement was executed on 26.03.2012, the due date of possession as explained above is 26.03.2015. Now, even after the lapse of 16 years, the respondent is not able to offer possession to the complainant. Respondent has not even specified the valid reason/ground for not offering the possession of the booked shop in the written statement. Mere writing of force majeure for causing delay in offering the possession is not sufficient to justify the delay caused. The complainant however is interested in getting the possession of the booked shop. He does not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the shop, the allottee can also demand interest and the respondent is liable to pay monthly interest for the entire period of delay caused at the rates prescribed. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date i.e. 26.03.2015 to the date on which a valid offer is sent to him after obtaining occupation/completion certificate.

14. 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;

15. 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%: 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".*

16. 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. 08.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

17. Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.80% till and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 08.05.2026
1.	₹13,40,000/-	26.03.2015	₹16,10,555/-
	Monthly interest		₹12,291/-

18. In respect of relief pertaining to execution of conveyance deed, it is observed that the respondent no.1 is liable to get it executed as per Section 11(4)(f) of the RE(RD) Act, 2016, which provides that the promoter shall:

*“execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under Section 17 of this Act.”*

Further, Section 17(1) of the Act mandates that:

*“The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and*

*hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*

*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."*

19. In the light of the above-stated statutory provisions, the Authority finds that the respondent is duty bound to execute the conveyance deed, as statutorily required under Section 17(1) of the RE(RD) Act, 2016. Therefore, the Authority directs the respondent to execute the conveyance deed in favour of the complainant in compliance with Section 11(4)(f) and Section 17(1) of the RE(RD) Act, 2016.

#### **G. DIRECTIONS OF THE AUTHORITY**

20. 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 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 ₹16,10,555/- to the complainant towards delay already caused in handing over the possession till the date of order and further

monthly interest of ₹12,291/- till the date of valid offer of possession after receipt of Occupation/Completion Certificate.

(ii) Respondent is also directed to get conveyance deed executed in favour of complainant within 90 days from the date of actual handing over of possession of shop to the complainant.

(iii) The respondent is directed to charge only those amounts permissible under the Agreement executed between the parties.

If any amount is collected by the respondent in violation of the terms and conditions of the agreement, it shall be refunded to the complainant.

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

(v) 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., 10.80% by the respondent/promoter which is the same rate of interest which the respondent/promoter shall be liable to pay to the allottees.

(vi) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of

CJM

Haryana Real Estate (Regulation & Development) Rules, 2017,  
failing which legal consequences would follow.

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

21. **Disposed of.** File be consigned to the record room after uploading  
of the order on the website of the Authority.

  
.....  
(CHANDER SHEKHAR)  
MEMBER

08.05.2026  
Narinder Kaur  
(Law Associate)