



Complaint No. 610 of 2024

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	610 of 2024
Date of Filing:	26.04.2024
Date of First Hearing:	01.07.2024
Date of Decision:	15.05.2026

Satpal Kapoor S/o Sh. B.R. Kapoor
R/o A-10, Ansal Villas, Satbari,
South Delhi, Delhi-110074.

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Ltd.
D-92, G/F, Lajpat Nagar-I,
Lajpat Nagar (South Delhi),
South Delhi, New Delhi-110024

....RESPONDENT(S)

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

Hearing: **9th**

Present: - Mr. Kapil, Advocate, for the Complainant through VC.
 Ms. Samriti, Advocate, Proxy for Mr. Shubhmit Hans,
 Advocate, for the Respondent through VC.

ORDER:

The present complaint was 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. 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.	Plot No.	L-95 later changed to L-113
4.	Plot Area	500 sq. yds.
5.	Date of Allotment by Original Allottee	07.02.2005
6.	Date of Endorsement in favour of Complainant	18.08.2005
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	₹22,00,000/-

11.	Amount Paid by the Complainant	₹27,77,422/- As mentioned in pleadings.
12.	Offer of Possession	21.12.2020 (Without OC)

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that earlier, Mr. Vinai Kumar Talwar had booked a 500 sq. yard plot by paying ₹5,25,000/- on 07.02.2005, which the respondent company acknowledged. The booking was later transferred to the complainant and Plot No. L-95 was allotted to him. The complainant then paid another ₹6,87,000/- on 18.08.2005, which was also acknowledged by the respondent company. Despite repeated requests, the respondent company never signed an Agreement to Sell. They kept promising timely completion and kept asking for more money, which the complainant had paid.

4. On 08.04.2006, the respondent company issued a statement saying the total cost of the plot was ₹22,00,000/- including basic price and EDC charges. In the year 2009, the respondent company demanded ₹5,22,802/- as increased EDC charges without giving proper details. They also said that if the payment was not made by 09.07.2009, interest at 18% per year would be charged, which was unfair and illegal. Fearing cancellation, the complainant paid ₹5,06,250/- in July 2009, even though he had objected to the demand. In the year 2011, after more than 5 years, the

complainant wrote to the company asking when the possession would be given. He kept requesting the company to sign the agreement and give a possession date, but they ignored him. The complainant is a senior citizen with serious health issues and has been harassed by the company for nearly 20 years.

5. In the year 2013, the respondent company changed his plot from L-95 to L-113 and issued a new allotment letter. In the year 2020, the respondent company said the complainant had already paid ₹25,18,750/- but demanded another payment of ₹7,89,505/- as EDC balance, which had never been mentioned before. After 15 years, on 21.12.2020, the company finally offered possession, claiming that facilities like school, mall, hospital, etc. were available. The complainant paid ₹2,09,214/- and an additional ₹49,458/- in January 2021 as demanded. But when he visited the site, he found that the plot no.L-113 was not accessible, had no proper road and lacked basic facilities like water and electricity.

6. The complainant has fulfilled his responsibilities by making a total payment of ₹27,77,422.05/- and the default stands on the part of the respondent. The respondent is liable to make a valid offer of possession and also pay delay possession charges. Therefore, the complainant has approached this Authority seeking relief of possession along with delayed interest.

C. RELIEF SOUGHT:

7. The complainant in his complaint has sought the following reliefs:

- i. To direct the respondent to execute an agreement to sell in favour of the complainant;
- ii. To direct the respondent to pay delayed possession charges on the amount paid by the complainant i.e. ₹27,77,422.05/- till the actual handing over of the possession of the plot;
- iii. To direct the respondent to immediately hand over the possession of the plot in habitable condition with all amenities after getting completion certificate;
- iv. To direct the respondent not to cancel the allotment of the complainant;
- v. To direct the respondent not to create any third party interest in the said plot.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

8. On receipt of notice of the complaint, the respondent has filed reply on 08.11.2024, which in brief stated 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, copies of which are annexed as Annexure R-1, Annexure R-2 and Annexure R-3.

9. When the respondent company commenced the construction of the said project, the RE(RD) Act was not in existence. Therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RE(RD) Act, 2016. The provisions of RERA Act are to be applied prospectively. In support of its contention, a judgment, passed by Hon'ble Apex Court in the matter of "*Newtech Promoters and Developers Pvt Ltd. vs. State of UP and others in Civil Appeal No.6745-6749 of 2021*" is referred to in which it was held that application of RE(RD) Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RE(RD) Act.

10. The respondent submitted that the area in which the complainant's unit is situated is presently under dispute with local farmers, due to which the respondent is unable to hand over the possession of the said unit. It is further stated that there is no likelihood of possession being offered in the foreseeable future. Accordingly, as a gesture of goodwill and to avoid further inconvenience to the complainant, the respondent company has expressed its willingness to refund the entire amount paid by the complainant.

11. It is further submitted that the respondent company had, on several occasions, requested the complainant to visit its office for execution of the Builder Buyer Agreement. However, the complainant failed to do so. Consequently, the complainant does not fall within the definition of an "Allottee" under Section 2(d) of the RE(RD) Act, 2016 and the present complaint is liable to be dismissed on this ground alone.

12. The respondent company also stated that in order to maintain cordial relations and as a goodwill gesture, it had offered an alternative unit to the complainant since the project could not be completed within the stipulated time due to disputes with farmers affecting the project land. Vide letter dated 22.05.2019, the complainant was given the option either to accept an alternative ready-to-move unit in the same project or to adjust the deposited amount in any other project of the respondent company, as per the complainant's preference. However, the complainant failed to respond to the said offer. A copy of the said letter is annexed as Annexure R-4.

13. It is further submitted that after making diligent efforts to resolve the dispute with the farmers, the respondent company subsequently offered possession of the unit to the complainant vide letter dated 21.12.2020, subject to clearance of outstanding dues.

14. It is submitted that the present complaint filed by the complainant is also barred by limitation. The complainant was required to

approach this Hon'ble Authority within a period of three years from the date of expiry of the letter issued by the respondent company dated 21.12.2020. However, the complainant failed to take any steps within the prescribed period and has approached this Authority after an inordinate delay. The present complaint appears to have been filed belatedly and without sufficient cause and is therefore liable to be dismissed as time-barred. The respondent has shown its willingness to return the amount collected from the complainant and hence, the respondent cannot be held responsible for lack of service or an unfair trade practice.

E. APPLICATION FILED BY THE COMPLAINANT:

15. Learned counsel for the complainant has filed an application on 21.04.2025 for placing on record photographs of the plot allotted to the complainant in support of his contentions. She has further prayed to direct the respondent to hand over possession of his plot along with delay interest.

F. SUBMISSION ON BEHALF OF THE RESPONDENT:

16. Learned counsel for the respondent has filed written submissions in compliance with the order dated 18.08.2025 passed by this Authority, whereby the respondent was directed to place on record the layout plan of the area in which the complainant's plot is situated, along with the marking of the license boundary and the relevant portion of the completion certificate. In compliance with the aforesaid directions, the relevant layout plan has been placed on record and is annexed herewith as Annexure A. The

Authority had further directed the respondent company to furnish details of the license pertaining to the project. In this regard, it is submitted that Plot No. L-113 forms part of License Nos. 729 to 872 dated 21.04.2006. In further compliance with the directions of the Ld. Authority regarding the completion certificate for the area in which the complainant's unit is situated, it is submitted that the same has already been clarified in the respondent's reply dated 07.11.2024 at Page 2, Para 4. Consequently, in view of the facts and circumstances stated hereinabove, the respondent company submitted that it is presently unable to hand over the possession of the said unit to the complainant.

G. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT:

17. During oral arguments learned counsel for the complainant as well the respondent has reiterated arguments as were submitted in the complaint, reply and written submissions.

II. ISSUES FOR ADJUDICATION

18. Whether the complainant is entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RE(RD) Act, 2016?

I. OBSERVATIONS AND DECISION OF THE AUTHORITY

19. 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 provisions of RE(RD) Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 07.02.2005 when the original allottee was allotted plot no. L-95, in TDI City, Kundli; it is observed that the issue regarding operation of RE(RD) 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 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,

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

(ii) The respondent in its reply has contended that the complainant is an "investor" who has invested in the project for monetary returns and taking undue advantage of RE(RD) Act, 2016 as a weapon during the present down side conditions in the real estate market, therefore, they are not entitled to the protection of the Act of 2016. In this regard, the Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RE(RD) Act, 2016 or the rules or regulations. In the present case, complainants are an aggrieved person who have filed the present complaint under Section 31 of the RE(RD) Act, 2016

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against the promoter for violation/contravention of the provisions of the RE(RD) Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "allottee" under the RE(RD) Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of the receipts, endorsement and statement of account, it is clear that the complainant is "allottee" as plot bearing no. L-95/L-113 in the Real Estate Project of the respondent namely, "TDI, City, Kundli", Sonipat which was allotted to him by the respondent promoter. The concept/definition of investor is not provided or referred to in the RE(RD) Act, 2016. As per the definitions provided under Section 2 of the RE(RD) Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of

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an investor. Further, the definition of “allottee” as provided under RE(RD) Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled *as M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.* had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of the promoter that allottees being investors are not entitled to protection of this Act also stands rejected.

(iii) The respondent has also taken objection that the complaint is grossly barred by the limitation. In this regard Authority places reliance upon the judgement of Apex court in “*Civil Appeal No. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise*” where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, the RE(RD) Act is a special enactment with particular aim and object covering certain issues and violations relating to the housing sector. Provisions of the Limitation Act, 1963, would not be applicable to the proceedings under the RE(RD) Act, 2016, as the Authority set up under that Act being

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quasi-judicial and not a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.

20. Upon consideration of the facts placed on record by the complainant, it is observed that the complainant initially acquired rights in the subject plot through transfer from the original allottee in the year 2005 and has since made substantial payments from time to time, amounting to ₹27,77,422.05/-, which have been duly acknowledged by the respondent company. Despite this, no Agreement to Sell was executed and the complainant was subjected to repeated monetary demands, including enhanced EDC charges without adequate justification. The record further reflects an inordinate delay in offering possession, with the respondent issuing a possession offer only in December 2020, i.e., after a lapse of more than 15 years from the initial booking and that too without receiving occupation certificate and subject to further payments. It is also noted that upon site inspection, the complainant found the allotted plot to be lacking basic infrastructure and accessibility, thereby raising serious concerns regarding the genuineness of the possession offer. The conduct of the respondent indicates deficiency in service and failure to fulfill its contractual and statutory obligations, whereas the complainant appears to have discharged his obligations.

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21. Upon consideration of the submissions made on behalf of the respondent, it is observed that the respondent has sought to contend that the complainant does not fall within the definition of an "allottee" on account of failure to execute the Builder Buyer Agreement and has further attempted to justify the delay on the ground of disputes with local farmers affecting the project land. The respondent has also relied upon the alleged offer of an alternative unit in the year 2019 and a subsequent offer of possession dated 21.12.2020, subject to clearance of outstanding dues, while raising the plea that the present complaint is barred by limitation. However, these contentions do not appear to satisfactorily explain the prolonged delay in project completion or absolve the respondent of its statutory obligations, particularly in the light of its own admission that it is presently unable to hand over the possession of the unit. Further, the filing of layout plans and license details in compliance with the directions of this Authority does not cure the fundamental deficiency, namely, the failure to deliver possession within a reasonable time. Accordingly, the submissions of the respondent do not appear to justify the non-delivery of possession to the complainant.

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22. The complainant as well as the respondent has not specified any deemed date of possession. The Authority observes that the allotment for the plot in question was made in favour of the original allottee on 07.02.2005 and the same was transferred to the complainant on 18.08.2005. But Builder Buyer Agreement has not been executed till date and there is no clause

pertaining to the deemed date of possession in the allotment. In absence of a specific clause for the deemed date of possession, 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." 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 vide allotment letter dated 07.02.2005 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 07.02.2008. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification.

23. The Authority has considered the submissions made by the respondent company regarding the offer of an alternative unit and the subsequent offer of possession. The respondent has stated that due to disputes with farmers relating to the project land, the project could not be completed within the stipulated period and, therefore, as a goodwill gesture, an alternative ready-to-move unit or adjustment in another project was

offered to the complainant vide letter dated 22.05.2019 that too without delivery report as to whether it was delivered to the complainant or not. However, the material placed on record reflects that the original unit booked by the complainant was not delivered within the promised timeline. Mere offering of an alternative unit cannot absolve the respondent from its contractual and statutory obligations towards the complainant, particularly when there is nothing on record to show that the complainant accepted such alternative arrangement. Further, the respondent has relied upon the possession offer dated 21.12.2020. However, the Authority observes that the said offer was made after considerable delay from the committed period of possession and that too without obtaining the requisite Occupation/Completion Certificate from the competent authority. In the absence of a valid Occupation/Completion Certificate, such an offer cannot be treated as a valid offer of possession in the eyes of law. The respondent has also failed to place on record any cogent material to establish that the unit was complete in all respects and fit for lawful possession on the said date. Therefore, the delay on the part of the respondent company stands established. 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 valid offer of a booked plot is not possible due to some genuine reliable circumstances. Apart, the issuance of a

part or full completion certificate will not be a conclusive proof of the fact that the project has been developed as envisaged under the agreement of sale executed between the promoter and the allottee. Unless the development of the project is carried out in the manner as promised to the allottee under the agreement of sale, the allottee may have some genuine grievance against the promoter and will have a right to invoke the jurisdiction of this Authority for redressal of his grievance, irrespective of the fact that the promoter had obtained a completion/part completion or an occupation certificate for its project. In such circumstances, the respondent cannot rely upon the said Occupation Certificate to defeat the legitimate claim of the complainant for possession.

24. 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 ₹27,77,422/- since the year 2021 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 booked plot 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 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 is held that *"In law, oral assertions without supporting physical acts cannot displace settled possession proved by continuous conduct."*

25. In the present complaint, the complainant intends to continue with the project and is seeking possession along with delayed possession charges as provided under Section 18 of the Act 2016. The Authority observes that the respondent has severely misused its dominant position. Allotment of the plot was made on 07.02.2005 and transferred to complainant on 18.08.2005, due date of possession as explained above in Para 22 is 07.02.2008. The respondent has offered possession in the year 2019 and 2020 i.e. after delay of almost 12 years and that too without obtaining occupation certificate. Hence, the said offer was not valid in the eyes of law. Even today, the respondent is not able to offer valid possession to the complainant 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

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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.

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(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."

26. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date of possession i.e. 07.02.2008 to the date on which a valid offer is to be sent to the complainant after obtaining occupation certificate/completion certificate.

27. 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;

28. Rule 15 of IIRERA 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".

29. 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. 15.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

30. 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% and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	From Deemed date of possession or date of payment whichever is later	Interest Accrued till 15.05.2026
1.	₹20,12,500/-	07.02.2008	₹39,73,634/-
2.	₹5,06,250/-	08.07.2009	₹9,22,135/-
3.	₹2,58,672/-	20.01.2021	₹1,48,638/-
Total	₹27,77,422/-		
	Total Delayed Interest		₹50,44,407/-
	Monthly interest		₹25,476/-

J. DIRECTIONS OF THE AUTHORITY

31. 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 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 ₹50,44,407/- to the complainant towards delay already caused in handing over the possession till the date of order and further monthly interest of ₹25,476/- till the date of valid offer of possession after receipt of Occupation/Completion Certificate.

(ii) The respondent is also directed to execute Builder Buyer Agreement in respect of the unit originally allotted and not to cancel the allotment or to create any third party rights. 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.

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

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valid possession is offered to the complainant as per the agreed terms and conditions.

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

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

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

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


(CHANDER SHEKHAR)
MEMBER

15.05.2026
Narinder Kaur
(Law Associate)