



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 674 OF 2023

Virender Dahiya and Anr

....COMPLAINANTS

VERSUS

Ruhil Promoter Pvt. Ltd.

....RESPONDENT

Date of Hearing: 07.07.2026

Hearing: 10th

Present: - Adv. Dixit Garg, Learned Counsel for the Complainants
through VC
Mr. Kamaljeet Dahiya, Learned Counsel for the
Respondent

ORDER(DR. GEETA RATHEE SINGH- MEMBER)

1. Today, the case is fixed for arguments and for clarification on the total amount paid by the complainant to the respondent towards sale consideration.
2. Initiating his submission, learned counsel for the respondent argued that the complainants in the complaint file had claimed to have paid an amount of ₹ 31,27,957/- to the respondent. However, the complainants have failed to attach proper receipt in respect of the amount of ₹ 31,27,957/- which is in violation of regulation 8(DD) of the HRERA Rules and Regulations. Moreover, vide application dated 27.04.2026, the

complainants have arbitrarily amended the total paid amount in lieu of the booked unit. As per said application the complainants claim to have paid an amount of ₹ 34,45,384/- which is over and above the earlier claimed amount. The complainants have placed on record 4 receipts at pages 10,11,12 and 13 of said application which are all against cash payments and have not been accounted for by the respondent.

3. In response, learned counsel for the complainants submitted that the complainants have filed proof of payment of paid amount via copy of cheques received by respondent; payment receipts and bank account statement which has been duly mentioned at page 12 of the complaint file.
4. In light of the submissions of both parties, it is observed that as per Appendix 8 (DD) of the Haryana Real Estate Regulatory Authority Panchkula (Adjudication of Complaints), Regulations 2018, the complainant has to mentioned the details of the amount paid to the respondent as per table below:

Amount Paid	Date of payment	Mode of payment	Proof of payment	Page no. of paper book at which proof is attached

Satwaj

On perusal of the table filed by the complainants at page 12 of the complaint file it is observed that the complainants have duly complied with the provisions of Appendix 8 (DD). Further, to corroborate the total paid amount the complainant has placed on record statement of account issued by the respondent on respective dates.

5. With regard to the discrepancies in the total paid amount and the conflict qua the receipts both parties were granted last opportunity to file relevant document/submission/objection, if any, vide order dated 05.05.2026. Till date no document has been filed by either of the parties. It is noteworthy to mention that on hearing dated 05.05.20206, learned counsel for the complainants submitted that as per his instructions the complainants have paid an amount of ₹ 31,27,957/- to the respondent and payment of said amount has been admitted to by the respondent vide statement of account annexed at page 47 of the complaint file. Thus, in view of the statement of the learned counsel for the complainants and absence of any written objection from the respondent, despite availing opportunity, the total paid amount is being taken as ₹ 31,27,957/-.
6. Parties heard. Case is disposed of. Detailed order to follow.


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



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	674 of 2023
Date of filing.:	21.03.2023
First date of hearing.:	02.05.2023
Date of decision.:	07.07.2026

1. Virender Dahiya s/o Sh. Maan Singh
2. Simple w/o Sh. Virender Dahiya
R/o Village Rohna, District Sonapat,
Haryana

....COMPLAINANTS

VERSUS

Ruhil Promoters Private Limited
Office at Ruhil Residency, Sector-3,
Village Sarai, Aurangabad, Bahadurgarh,
District Jhajjar, Haryana

....RESPONDENT

Present: - Adv. Dixit Garg, Learned counsel for the Complainants
through video conference
Adv. Kamaljeet Dahiya, Learned counsel for the Respondent

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainants under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with relevant rules 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, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017
4.	Date of Apartment Buyer Agreement	07.12.2012
5.	Details of the apartment.	Apartment no. F-1102, Block F-2, 3BHK+2T, situated at 11th floor measuring super area of 1489 sq. ft.
6.	Possession clause in BBA (Clause 9.i)	"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 36 months from the date

[Signature]

		of execution of this agreement with grace period of 180 days under normal circumstances."
7.	Due date of possession	07.06.2016
8.	Total sale consideration	₹ 36,00,250/-
9.	Amount paid by complainant	₹ 31,27,957/-
10.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
11.	Date of offer of possession	None
12.	Date of Handing over possession/Possession certificate	29.09.2023

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Complainants had booked an apartment bearing no.F-1102, Block F-2, 3BHK+2T, situated at 11th floor measuring super area of 1489 sq. ft. in the project of the respondent namely, "Ruhil Residency", situated at Sector-3, Bahadurgarh in the year 2012.
4. It is submitted that an apartment buyer agreement was executed between the parties on 07.12.2012 qua the said apartment. The total sale consideration of the apartment was fixed as ₹36,00,250/- against which the complainants have paid an amount of ₹31,27,957/- till date. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the apartment within 36

[Handwritten Signature]

months along with a grace period of 180 days i.e., 42 months from the date of execution of the agreement, which comes to 07.06.2016

5. It is submitted that the complainants have adhered to the terms of the agreement and not even a single default was committed by the complainant in making payment of instalments. The complainants have already paid almost 95% of the total sale consideration of the apartment.
6. The respondent was supposed to deliver possession of the booked apartment by 07.06.2016, however the respondent miserably failed to complete construction of the project and deliver possession in a time bound manner. Rather the respondent company had issued a demand letter dated 19.06.2022 whereby along with other demands, the respondent company had demanded an illegal amount of ₹ 3,36,000/- on account of additional staircase. In this regard it is submitted that the additional staircase had to be installed by the respondent due to its own default as the respondent had failed to take necessary permissions from the fire department before start of construction.
7. That the complainants visited the site and came to know that there was no construction at all and all the promises of handing over the possession by June 2016 were false. The complainants even met the representatives of the respondent many times to know the exact status of the project but the representatives always falsely claimed that the possession will be handed over soon and the complainants whose hard earned money was lying with the respondent was left with no other option except to wait for the possession.



8. That the respondents are collecting the amount of IDC/EDC charges with the service tax which itself is not legal as the service tax the IDC/EDC is a tax which has to be paid by the respondent to the Government. Further, the respondent promoter is illegally charging amount on account of club charges as there is no club at the site and also demanding the high maintenance charges at the rate of ₹ 2.5/ sq. ft. without even handing over possession of the apartment in question.
9. That the respondent despite taking money has not handed over the possession of the apartment despite lapse of more than nine years from the due date of possession; hence present complaint has been filed seeking possession of the apartment along with interest from the due date of possession till actual handing over of physical possession.

C. RELIEF SOUGHT

10. In view of the facts mentioned above, the complainant pray for the following reliefs):-
- That in proviso to the Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the compensation on account of the delayed possession along with interest may kindly be awarded to the complainants in view of the Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.



- ii. That the amount collected on account of club charges may kindly be ordered to be refunded to the complainants as there is no club in existence at site.
- iii. The amount collected on account of the GST should be refunded back to the complainants as the delay is on the part of the respondent and hence the complainants are not liable to pay the GST.
- iv. The amount demanded on account of staircase should be quashed being illegal and void demand.
- v. The interest on account of the maintenance charges paid by the complainants may kindly be awarded to the complainants as there were no basic amenities even till today.
- vi. The adequate compensation on account of the misrepresentation and unfair trade practices by using the inferior quality of material may kindly be awarded to the complainant.

11. During the course of hearing, learned counsel for the complainants reiterated the submissions made in the complaint and further submitted that on 29.09.2023 the complainants took the physical possession of the apartment in question. Therefore, the complainants are now seeking delay interest for the delay caused in delivery of possession.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 22.03.2024 pleading therein:

12. That the complaint is not maintainable on account of relief sought by the complainants as the primary relief claimed is of compensation and hence Authority has no jurisdiction to adjudicate said matter and same is liable to be dismissed.
13. That the complainants had booked an apartment in the project of the respondent namely 'RUHIL RESIDENCY' situated at Sector-3, Sarai Aurangabad Village, Bahadurgarh, Distt. Jhajjar, Haryana-124507. Complainants were allotted apartment no. F-1102, Block F-2, 3BHK+2T, situated at 11th floor measuring super area of 1489 sq. ft.
14. That the respondent had completed the project in the year 2020 and thereafter filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022, occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for relaxation as Covid-19 outbreak lead to delay in handing over of possession. Hence, period from 13.01.2020 to 17.03.2022 be considered as force majeure



and the burden of payment of interest for said period must not be put on the respondent. The Authority had also considered the period from 25.03.2020 till 24.09.2020 as force majeure and granted relief/extension in compliance of various provisions of RERA Act, 2016 and Rules 2017. Further special extension of three more months has also been granted due to second wave of COVID-19. As such respondent is also entitled for benefit of such force majeure period and should be exempted from charge of delay interest from 13.01.2020 to 17.03.2022.

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

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



16. That the construction of the said apartment is complete and the respondent is ready to give the possession as the Occupation Certificate from the concerned department has been issued. It is further submitted that despite force majeure situations which were beyond the control, respondents were able to complete the apartment. The project is complete in all respects as is credence from the report of Ld. Local Commissioner that was submitted in Complaint No. 413/2022.
17. That the complainants stopped making payment against the apartment after 2014, much before the due date of possession, the last payment being made against the installment that was due on 10.07.2014 and had not turned to clear the outstanding against her till date. The complainants then paid the next amount after so many requests and demands of respondent. The respondent had completed the project despite non-payment by the complainants and several other allottees like them. The complainants were informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against the apartment, but complainants never turned to clear the outstanding against the apartment nor came forward to take possession.
18. That the complainants have not approached the Hon'ble Authority with clean hands and have not disclosed that the possession had already been offered to them and the complainants were requested to make payment of the outstanding amount. The complainants even visited the office of the respondent company



on 03.04.2022 but failed to take possession of the apartment and kept on raising unscrupulous demands. Furthermore, the complainant has taken physical possession of the apartment on 29.09.2023 i.e before the filing of the present complaint. The possession certificate had also been issued to the complainant on said date.

19. It is submitted that the complainant is seeking refund of club charges, staircase charges, maintenance charges in the instant complaint which is not tenable as the said charges were raised as per the terms of apartment buyer agreement executed between the parties.

20. It is submitted that the complainant denied to take possession of the apartment without any substantive reason hence, the complainant is liable for breach of provision of Section 19(6), 19(7) and 19(10) of the RE(R&D) Act 2016 and is accordingly, liable to pay interest and holding charges for delay in making payments.

E. ISSUES FOR ADJUDICATION

21. Whether the complainant is entitled to relief of delayed possession charges along with interest?

22. Whether the complainant is liable to pay club charges, maintenance charges, staircase charges, and GST?



F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23. In light of the background of the matter as captured in this order and also the arguments rendered by both parties, Authority observes that the respondent in the present complaint has raised a preliminary objection with respect to the maintainability of the present case on the ground that the primary relief of the complainant is compensation. In this regard it is observed that the relief clause bearing no. (i) reads as follows:

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

Drawing an inference from the language of the complaint and said relief clause, it can be safely assumed that the complainant is seeking relief of payment of delay interest for the delay caused in completion of the project and not otherwise. Said clause has to be harmoniously read with the complaint. Mere use of the word compensation would not change the actual relief of delayed possession charges sought by the complainant. Moreover, the complainant is seeking relief of compensation on account of delayed possession along with interest as per Rule 15 of HRERA Rules, 2017. Meaning thereby that the complainant has sought two parallel remedies i.e. compensation and interest. Therefore, plea of the respondent is not tenable and



the Authority has complete subject matter jurisdiction to adjudicate upon the complaint/relief claimed.

24. Now, as per the facts and circumstances, the complainants had booked an apartment bearing no. F-1102, Block F-2, 3BHK+2T, situated at 11th floor measuring super area of 1489 sq. ft. in the project of the respondent namely, "Ruhil Residency", situated at Bahadurgarh" in the year 2012. An apartment buyer agreement was executed between the parties on 07.12.2012. The total sale consideration of the apartment was fixed as ₹36,00,250/- against which the complainant, admittedly, has paid an amount of ₹ 31,27,957/- till date.

25. Authority observes that as per clause 9(i) of the apartment buyer agreement executed between the parties, possession of the apartment should have been delivered by 07.06.2016. However, the respondent has failed to deliver possession of the booked apartment within the stipulated time period. Respondent has attributed this delay in delivery of possession to force majeure conditions on account of COVID outbreak.

In this regard it is observed that the possession of the apartment in question became due on 07.06.2016. It is a matter of fact that COVID-19 outbreak hit construction activities post 22nd March 2020 i.e more than three years after the due date of possession. The possession of the apartment had already been delayed for a long period of time even before the COVID-19 halted construction. The respondent had failed to construct the project on time and



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

Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that respondent had committed to deliver the possession of the apartment by 07.06.2016, meaning thereby that respondent should have applied and obtained occupation certificate by 07.06.2016, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 3 years from the stipulated time and thereafter the same was issued on 17.03.2022.

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



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

26. As observed earlier, the possession of the apartment in question should have been delivered to the complainant by 07.06.2016. However, the respondent delayed delivery of possession beyond stipulated time. The respondent has submitted that an offer of possession was issued to the complainant in the year 2022 after receipt of occupation certificate dated 17.03.2022, though, the complainants visited the office of the respondent company on 03.04.2022 but failed to take possession and kept on raising unscrupulous demands. In this regard, it is observed that the respondent has failed to place on record a copy of the alleged offer of possession vide which the complainants were apprised that the construction of the apartment is complete and the same is ready for possession. The respondent has further placed on record a diary entry of site visit register showcasing the name of the complainant for dated 03.04.2022. However, the said document is a mere page from diary register without any verification and hence, cannot be relied upon. Nevertheless, respondent has placed on record a possession certificate along with certificate of acknowledgement of possession dated 29.09.2023 in the Authority.


R. Atre

Complainants have accepted the same and also the possession certificate bears the signature of the complainants. Hence, possession was handed over to complainants on 29.09.2023.

27. Further, by way of present complaint, complainants have alleged that respondent has illegally raised demand on account of staircase charges, maintenance charges, club charges and GST charges and has prayed that respondent be directed not to charge the same. The Authority has gone through the averments of the parties and documents available on record and observes as under:

- a. With regard to staircase charges, it is observed by the Authority that charges raised under 'staircase charges' are for construction of additional staircase for emergency fire safety as per directions by Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the complainant, therefore the it is liable to pay the same. Authority in complaint no. 607 of 2018 titled as 'Vivek Kadyan Vs TDI Infrastructure Ltd.' has already laid down the principle for calculation of fire exit stair case and the same is applicable in this case as well.
- b. The complainants have also alleged that the respondent has charged maintenance charges which are unjust and illegal. So, interest on said payment be awarded. With regard to maintenance charges, it is observed that according to clause 1(ix) of the apartment buyer



agreement, the complainant has agreed to pay demand raised on account of maintenance charges, therefore the complainant is liable to pay the same. As per clause 11(iii) of the apartment buyer agreement, the date of commencement of maintenance shall be intimated by the developer to the allottees and the maintenance charges will be reckoned from that date. Upon perusal of record, it is observed that no such date has been intimated by the respondent to the complainant. The complainants have physically taken over the possession of the apartment on 29.09.2023 and accordingly they are liable to pay maintenance charges from said date. If any amount has already been paid by the complainant before 29.09.2023, the same be refunded with interest as per prescribed rate of interest.

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


Rathee

complainant is able to make use of it. Since at present the club is not there, respondent cannot raise demand on account of club membership charges. Complainants are seeking refund of club charges, however it has not been mentioned as to when and how much amount has been paid as club charges and no document in support thereof has been attached. However, if any amount for club has been paid by the complainant, it shall be refunded back to her with prescribed rate of interest.

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

28. As discussed earlier as per clause 9(i) of apartment buyer agreement executed between the parties, possession of the apartment should have been delivered by 07.06.2016, however, possession certificate was issued in favour of the complainant allottee on 29.09.2023 i.e. after a delay of more than seven years. Hence, complainants are entitled to receive delayed possession interest from the period 07.06.2016 i.e., due date of possession till the date of issuance of possession certificate/handover of possession i.e 29.09.2023. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed.



The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

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

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

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

29. Consequently, as per website of the state Bank of India i.e. <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date of order



i.e., 21.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

30. Hence, Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2% which on date 21.04.2026 works out to 10.80% from the due date of possession i.e. 07.06.2016 till the date of actual handover of possession i.e. 29.09.2023.

31. Authority has got calculated the interest on total paid amount from due date of possession or date of payment (whichever is later) till the date of actual handing over of possession i.e. 29.09.2023 and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Due date of possession/ Date of Payment	Interest accrued till handing over of possession i.e 29.09.2023(in ₹)
1.	29,72,551	07.06.2016	23,49,276/-
2.	1,55,406/-	19.06.2022	21,520/-
Total: 31,27,957/-			23,70,796/-

Upon perusal of complaint file it is revealed that the complainants have attached improper receipts qua the total paid amount. Vide order dated 23.12.2025 complainants were directed to file proper receipts of the total paid



amount. In response, complainants filed receipts/bank statement vide application dated 27.01.2026 for a total amount of ₹34,45,384/-. However, as per the respondent's admission, a total amount of ₹ 31,27,957/- has been received. During the course of hearing dated 05.05.2026, learned counsel for the complainants submitted before the Authority, that as per his instructions the complainants have paid only an amount of ₹ 31,27,957/- to the respondent. In view of the discrepancies in the total paid amount and the conflict qua the receipts both parties were directed to file relevant document/submission/objection within 15 days. Till date no objection has been filed by either of the parties. Today, during the course of arguments, learned counsel for the respondent again raised objection to the total paid amount and lack of receipts thereof. In this regard it is observed that in the complaint file the complainant has placed on record two statements of account dated 30.04.2015, wherein the 'receipt amount' till said date has been mentioned as ₹ 29,72,551/- and dated 19.06.2022, wherein the 'receipt amount' till said date has been mentioned as ₹ 31,27,957/-. It is further observed that the respondent vide application dated 29.12.2025 had placed on record the latest statement of account dated 27.12.2025, wherein the 'receipt amount' till said date has been mentioned as ₹ 31,27,957/-. Meaning thereby, the respondent has received an amount of ₹ 31,27,957/- from the complainants in respect of the unit in question. Thus, for the purpose of calculation of interest the total amount paid by the complainant is being taken as ₹ 31,27,957/- only.



Now with regard to lack of receipt of paid amount, it is observed that despite availing opportunity, complainants have failed to attach proper receipt of paid amounts. Thus, for the purpose of calculation of interest the date of paid amount is being taken from the two respective statements of account dated 30.04.2015 and 19.06.2022 issued by the respondent, as reflected in the table above.

32. Complainant is also seeking compensation on account of misrepresentation and unfair trade practices by using inferior quality material. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors." has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.


J. K. Ramesh

G. DIRECTIONS OF THE AUTHORITY

33. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent is directed to pay upfront delay interest of ₹ 23,70,796/- to the complainant towards delay already caused in handing over the possession.
- ii. A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.
- iii. Complainants will remain liable to pay the balance consideration amount as per observations made in Para no. 27 of this order. Complainants will also be liable to pay interest at the prescribed rate for delay, if any.
- iv. The respondent shall not charge anything from the complainants which is not part of the agreement to sell.


Ramesh

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



DR. GEETA RATHEE SINGH
[MEMBER]

