# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

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| **Complaint No.:** | **1745 of 2024** |
| **Date of Filing:** | **11.11.2024** |
| **First Date of Hearing:** | **20.01.2025** |
| **Date of Decision:** | **16.10.2026** |

Deepak Kumar and Dharam Pal
R/o PMD Division, Wapcos Ltd.,
Sector 18, Gurgaon,
Haryana-123401.

.....COMPLAINANTS

VERSUS

1. M/s Gnex Realtech Pvt. Ltd.
   Through its Managing Director
   B-10, L lawrence Road, Industrial Area,
   Delhi.
2. M/s Gnex Projects Pvt. Ltd.
   B-10, L lawrence Road, Industrial Area,
   Delhi.
3. M/s Gnex Infrabuild Pvt. Ltd.
   B-10, L lawrence Road, Industrial Area,
   Delhi.
4. M/s Gnex Buildtech Pvt. Ltd.
   B-10, L lawrence Road, Industrial Area,
   Delhi.

.....RESPONDENTS

**Coram:** **Sh. Chander Shekhar** **Member**

**Hearing:** 7th

**Present:** Mr. Kamaljeet Dahiya, Advocate, for the Complainants.
Mr. Viren Sibal, Advocate, for the Respondent nos. 1 to 4 through VC.

**ORDER:**

Present complaint was filed on 11.11.2024 by the complainants 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 & 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

| Sr. No. | Particulars | Details |
|---|---|---|
| 1. | Name of the project | Asha Bahadurgarh Phase II (as per complaint) |
| 2. | Nature of the project | Plotted Colony under DDJAY, 2016 |
| 3. | RERA Registered/not Registered | 365 of 2017 (as per complaint) |
| 4. | Details of Unit | Unit No. B038 has an area of 1050 sq. ft. |

| | | |
|---|---|---|
| 5. | Date of Allotment | - |
| 6. | Date of Agreement for Sale | 12.02.2018 |
| 7. | Possession Clause in Agreement for Sale (Clause 8.1 and Schedule E) | *"The company shall make all efforts to complete the development and handover the possession of the said villa within 24 months plus 06 months grace period from the signing of the agreement subject to Force Majure....* |
| 8. | Due Date of possession | 12.08.2020 (as per complaint) |
| 9. | Total Sale Consideration | ₹41,50,000/- |
| 10. | Amount Paid by the Complainants | ₹6,92,164/- |
| 11. | Whether Completion Certificate received or not. | No, as per complaint |
| 12. | Offer of Possession | Offered an alternative unit on 16.06.2022 as per pleadings |

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

3. In the year 2017, the complainants booked a villa, bearing Villa/Unit no. B038, having carpet area 1050 sq.ft. in "Asha Bahadurgarh Phase II" situated at Sector 36, By pass Road, Bahadurgarh, Haryana being developed by the respondent no.1 and paid an amount of ₹4,61,442/- as booking amount. The respondents assured that the said amount of ₹4,61,442/-would be adjusted in the total sale consideration payable to the respondents.

4. The respondents allotted Unit no. B038 admeasuring 1050 sq. ft., Duplex Villa (Villa) to the complainants. The total sale consideration of the said Unit/Villa as per payment plan was ₹41,50,000/-. There was no default made by the complainants in making payment as per the payment plan and the complainants have paid each and every penny as and when demanded by the respondents.

5. An undated agreement for sale had been executed between the complainants and the respondents. The copy of agreement for sale is annexed as Annexure C-1. The said agreement had also been registered before the Sub Registrar Bahadurgarh on 12.02.2018, it is clear that the agreement for sale had been executed on said date and hence, the due date of possession as per clause 8.1/Schedule E of the agreement for sale, comes out to be 12.08.2020. The copy of registration of agreement is annexed as Annexure C-2. The agreement contains arbitrary and unilateral terms & conditions as the obligations of respondents towards the complainants had not been described in the said agreement and was offered to the complainants as Standard Form of Contract without giving chance of negotiations to the complainants. As the said agreement is a registered document, the same cannot be terminated/cancelled by the respondents as and when the respondents wished to do so. However, the respondents in the present case have violated the terms of the said registered

documents and hence are not only liable under RE(R&D) Act, 2016 but are also liable for breaching provisions of Registration Act, 1908.

6. As per clause I of the said agreement, the project of the respondents "Asha Bahadurgarh" is a registered project under Haryana Real Estate (Regulation & Development) Act and all provisions of RERA Act are applicable to the said project. Hence, the construction of the said project was mandatorily to be done in accordance to the approved plans and sanctions and as per the RE(R&D) Act. However, the respondents did not adhere to the approved plans and made changes in the said project i.e in violation of Section 14 of the RE(R&D) Act, 2016 read with RERA Rules 2017 and the respondents are also responsible for violation of the provisions of DTCP. Further, as per RE(R&D) Act, there are obligations of the respondents regarding veracity of the advertisements as these are the medium of publicity. Hence, the respondents are also liable for publication of advertisement of brochures of the services which they never intended to be offered. The copy of Layout Plan/Master Plan and brochures of said project in question are annexed as Annexure C-3.

7. The complainants paid an amount of ₹4,61,442/- till Dec 2017 i.e., more than 10% of the cost of the Villa before executing any written agreement between the parties which is in violation of Section 13(1) of RE(R&D) Act, 2016. Hence, the respondents are liable for violation of Section 13(1) of the RE(R&D) Act, 2016. Further, the respondents in absolute disregard of the terms

& conditions of Construction Linked Payment Plan raised demands of payment which is in complete disobedience of said payment plan.

8. As per the Schedule "E" of agreement for sale, the peaceful possession of the allotted unit to the complainants had to be offered within 24 months plus six (06) months grace period from the date of signing/execution of said agreement, which came to be 12.08.2020. However, the respondents failed to complete the said project within the stipulated time period and hence, breached the agreement executed between the parties.

9. The complainants raised their contentions regarding non-completion of construction of their villa from 2018 till 2022 and various e-mails have also been marked to the respondents in this regard but no satisfactory reply had ever been given by the respondents despite fake assurances of the completion at the earliest. The complainants inquired about the status of construction and other development work to be carried out by the respondents but the respondents were not able to give satisfactory response to the complainants regarding the status of construction and were never definite about the delivery of the possession, which is gross violation of Sec. 19(2) of RE(R&D), Act, 2016. The complainants had paid an amount of ₹6,92,164/- against the villa allotted to them. However, even after payment of such a huge amount and repeated requests of the complainants to handover the said unit/villa, the respondent did not give any single satisfactory reply. It is only

after repeated requests and numerous visits of the complainants, that the respondents showed their inability to complete their project.

10. The respondents vide e-mail dated 16.06.2022 informed the complainants that the respondents are incapable of handing over the possession of the allotted villa to the complainants and also not able to complete the construction of the villa/project due to some unforeseen circumstances. The copy of e-mail dated 16.06.2022 is annexed as Annexure C-4.

11. The complainants made a booking for villa and waited for 5 years to get possession of their dream unit. The complainants got a huge set back and felt cheated on the offer of respondent to choose an alternative plot in place of villa or to take refund of the amount. The complainants informed the respondent vide e-mail dated 22.06.2022 that the complainants are only interested in taking possession of the villa as per the terms and conditions of the agreement of sale executed between the parties. The copy of e-mail dated 22.06.2022 is annexed as Annexure C-6. However, the respondents remained adamant on either the offer of the alternative plot or to refund the amount paid by complainants and that also after making deductions as per the agreement. Such act and conduct of the respondents is uncalled for and unjust and punishable as per law and as per provisions of RE(R&D), Act.

12. Further, the copy of Demand Letter/SOA issued by respondents that substantiates receipt of ₹6,92,164/- from the complainants is annexed as Annexure C-7.

13. The cost of the plot offered by the respondents in exchange of villa at the current market price of the plot is unjust. The price of the plot should be the price that was fixed for the plot at the time of booking i.e. the price that was fixed in the year 2017. However, the respondents are not inclined to offer the plot in exchange for villa as per the price list of plots in the year 2017. The copy of the price list of the plots (in 2017) is annexed as Annexure C-8.

## C. AMENDED RELIEF SOUGHT:

14. The complainants filed an application on 30.10.2025 for amendment of reliefs which was allowed vide order dated 28.11.2025. Following are the amended reliefs sought by the complainants against respondent no. 1:-

i) To direct the respondents to hand over the possession of the allotted villa, complete in all respects with interest for delay or alternatively allot equivalent plot at the 2017 rate with interest.

ii) To impose penalties upon the respondents under Section 60, 61 and 64 of the RERA Act.

iii) To hold the Directors and Officials responsible under Section 69 of the RERA Act.

iv) To recommend criminal action under Section 406, 409, and 420 IPC.

vi) To grant liberty to file a separate complaint for compensation of 5,00,000/- for mental and physical harassment.

vii) To grant liberty to file separate complaints for litigation costs and

viii) To issue directions to pay the cost of litigation.

ix) To pass such other or further orders which this Hon'ble Authority deems fit and proper in the interest of justice.

## D. REPLY FILED BY THE RESPONDENTS:

15. Upon receipt of notice, the respondents filed a reply on 09.05.2025, wherein the respondents stated that the present complaint is liable to be dismissed as the complainants have filed this complaint with wrong, distorted, manipulated and frivolous facts.

16. A complaint under Section 31 of the RE(RD) Act, 2016 can be filed only against any promoter, allottee or a real estate agent by an aggrieved person who is an allottee of the said project, however, in the present matter the complainants are not the allottees of the project 'Asha Bahadurgarh Phase-II', thus, the present complaint is not maintainable under the said provision and is liable to be outrightly dismissed/rejected with heavy costs. The complainants have mentioned in their complaint that they have booked a unit in the project 'ASHA Bahadurgarh Phase-II, however, the actual and true fact is that the

complainants have booked the unit in the project 'ASHA Bahadurgarh Phase-I. Further, the complainants have specified the license number issued by the Department of Town & Country Planning, Haryana as well as the registration number issued by Haryana Real Estate Regulatory Authority, Panchkula for the project Asha Bahadurgarh Phase-II, whereas the complainants have not even booked a unit in that project. Thus, the present complaint is liable to be dismissed on this sole ground as the complainants are not the allottees of the project 'ASHA Bahadurgarh Phase-II' and therefore, the present complaint is not maintainable in the present form.

17. The present complaint filed by the complainants is liable to be dismissed as the complainants have failed to place on record the receipts of the payments made by the complainants to the respondent towards the sale consideration of the alleged unit. The complainants have not filed even a single document to show that the complainants have paid any amount to the respondent. The respondent cannot be held liable to handover possession of the alleged unit alongwith alleged delay compensation to the complainants without there being any proof of payment of such amount by the complainants.

18. The present complaint filed by the complainants is liable to be dismissed as the complainants have not deposited even 20% of the total sale consideration agreed between the complainants and the respondent as per the agreement for sale. The complainants have themselves mentioned in para no. 11 of the complaint that they paid only two installments totaling ₹6,92,164/- out of

the total sale consideration of ₹41,50,000/-. By paying a meagre amount of ₹6.92 lacs, the complainant cannot become entitled to possession of the unit when the respondent has sent numerous communications and demand letters asking the complainant to pay the outstanding instalments towards purchase of the unit/villa. Further, the delay in offering possession was because of non-compliance of the provisions of the said agreement for sale by the complainants and not because of negligence on the part of respondent.

19. The present complaint filed by the complainants is liable to be dismissed as the complainants had opted for Construction Linked Payment Plan and as per the said plan, the complainants were required to pay the sale consideration in installments at different construction stages. However, the complainants neither paid the instalment payable at the start of development work nor paid the instalment payable at the start of development work. The copy of agreement for sale dated 12.02.2018 is annexed as Annexure R-1.

20. The present complaint filed by the complainants is liable to be dismissed as Sub-section 6 of Section 19 of the RE (RD) Act. 2016 provides that it is the statutory obligation of an allottee to make necessary payments within the time specified in the agreement for sale. In the present case, the complainants have defaulted several times in making payments. The complainants cannot claim possession of the said villa as such under a condition of default. The respondent had also sent numerous payment demands/reminders including demand letter dated 07.09.2018 & 10.10.2018. As per the clause of

the agreement for sale, the booking of the complainants was liable to be terminated on the basis of non-payment of instalments by the complainants and only levied delay interest upon the complainants against their non-payment of the sale consideration. Despite continued violation of the terms of agreement for sale by the complainants, the respondent company still gave another opportunity to the complainants by offering them to convert their booked unit to residential plot. However, the complainants neither agreed to the said offer nor made any communication in this regard. The complainants also did not pay any amount towards the balance sale consideration.

21. The present complaint filed by the complainants is liable to be dismissed as the alleged delay in handing over the possession to the complainants was due to the occurrence of various Force Majeure events including periodic ban on construction activities by the orders of Hon'ble NGT/Hon'ble Supreme Court of India/CPCB or Government of India owing to rise in pollution levels in Delhi NCR Region and also the Covid-19 pandemic. Moreover, in the month of May, 2020 the Ministry of Housing and Urban Affairs issued an advisory for extension of registration of real estate projects due to the force majeure event of Covid-19 pandemic for a period of six months w.e.f. March, 2020. A copy of the said advisory and notifications are annexed as Annexure -R-2. Further, a copy of the letter issued by the respondent to the complainants regarding ban on construction activities is annexed as Annexure-R-3.

22 The present complaint filed by the complainants against the respondent is not maintainable before this Hon'ble Authority as the agreement for sale dated 12.02.2018 executed between the complainants and the respondents specifically provided a binding arbitration clause i.e Clause 33 of the agreement. This Hon'ble Authority does not have the jurisdiction to entertain the present complaint.

## G. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANTS AND THE RESPONDENT:

23. Learned counsel for the complainants and respondents reiterated the facts of the case as stated in the complaint and reply.

## H. ISSUE FOR ADJUDICATION:

24. Whether the complainants are entitled to possession of plot/villa at rate of 2017 alongwith delay interest in terms of Section 18 of RE(RD) Act, 2016?

## I. FINDINGS AND OBSERVATIONS OF THE AUTHORITY:

25. The Authority has carefully considered the submissions made by both the parties. In the light of the background of the matter as recorded in this order and the arguments advanced by the complainants as well respondent, the Authority observes as follows:

(i) Admittedly, the complainants had booked the plot in respondent's project- 'Asha Bahadurgarh Phase-II, Sector-36, Bahadurgarh' by paying a booking amount of ₹4,61,442/- on 06.12.2017. Following which allotment of unit no. E038 was issued to the complainants in the year 2017. The agreement for sale was executed between the parties on 12.02.2018 and in terms of Clause 8.1 and Schedule-E, the respondents were supposed to deliver the possession within 30 months (24 months plus 06 months) from the signing of the agreement for sale i.e. by 12.08.2020. Till date complainants have paid a total amount of ₹6,92,164/-.

ii) The respondent, in its reply, has taken preliminary objection that the complainants are not the allottees of the project namely 'Asha Bahadurgarh Phase-II'. In this regard, upon perusal of the agreement for sale, payment receipts, and payment plan annexed with the complaint, it is clearly evident that the name of the project mentioned therein is "Asha Bahadurgarh Phase-I." The complainants have failed to produce any documentary evidence to establish that they are allottees of the project in question or that their allotment pertains to the project forming the subject matter of the present proceedings. On the contrary, the documents already placed on record by the complainants clearly establish that the

complainants had booked the plot in 'Asha Bahadurgarh Phase-I'. Therefore, the respondent's objection is correct only to the extent that the documents on record show that the complainants were allotted a plot in "Asha Bahadurgarh Phase-I" and not in "Asha Bahadurgarh Phase-II". However, the said distinction in nomenclature or phasing cannot, by itself, result in the complainants being deprived of their rights arising out of the transaction entered into with the respondents. The liability of the respondents has to be determined with reference to the transaction entered into with the complainants, the agreement for sale executed between the parties, the consideration received by the respondent and the obligations undertaken by it thereunder. The respondent, being the promoter/developer and having entered into the agreement for sale with the complainants and accepted consideration pursuant thereto, cannot object merely on the ground that the development has been divided into different phases. Accordingly, for the purposes of the present complaint, the complainants can be considered to be the allottees of "Asha Bahadurgarh Phase-I" on the basis of the material available on record and the admission made by the respondent in its reply.

iii) It is well settled that the complainants are the allottees of "Asha Bahadurgarh Phase-I" and it is also observed that as per the

online records available on the website of the Authority, the aforesaid phase had obtained the Completion Certificate from the DTCP, Haryana, on 02.01.2023. However, the respondents have neither disclosed this material fact in their reply nor placed on document to show the present status of the unit originally allotted to the complainants. Further, no information has been provided with regard to any cancellation or creation of any third-party rights. Such material facts, which were within the specific knowledge of the respondents have not been explained or brought on record. The respondent has not cancelled the unit allotted to the complainants till date, thereby further supporting the fact that the allotment in their favour continues to subsist as per the record available. When the project had obtained the requisite Completion Certificate, the respondents were expected to offer possession of the unit to the complainants in accordance with the terms of the agreement. However, admittedly, no offer of possession of the originally allotted unit was issued to the complainants even after the grant of the Completion Certificate. The respondents have also failed to furnish any cogent reason or justification as to why possession of the originally allotted unit was not offered to the complainants despite completion of the concerned phase. No material has been placed on record to establish that the originally

allotted unit had become unavailable for any legally sustainable reason or that any third-party rights had been created therein. The Authority finds that the respondents have failed to justify withholding possession of the originally allotted unit, despite obtaining the Completion Certificate. Accordingly, the offer of an alternative plot or refund vide email dated 16.06.2022 cannot substitute the complainants' claim for possession of the originally allotted unit in accordance with the terms of allotment and applicable law.

iv. The respondents have further sought to rely upon the alleged failure of the complainants to make timely payments. In this regard, it is pertinent to observe that the respondents have placed on record two demand letters which were issued in the year 2018, during the period when a ban was in force in respect of the project. No subsequent demand letter or any other documentary evidence has been produced to establish that, after the issuance of the aforesaid demand letters, any demand was raised to the complainants and that they failed to discharge the same within the stipulated period. On the contrary, the respondents, in its own reply, have categorically referred to various reasons that prevented it from handing over possession of the allotted units since 2018. Further, in its email dated 16.06.2022, the respondents expressly acknowledged that the

construction of the proposed villa remained incomplete owing to unforeseen circumstances, which included multiple force majeure events. It is incumbent upon the promoter to develop and complete the project in accordance with the sanctioned plans and applicable laws and to offer possession to the allottees within the stipulated period. The obligation of the allottee to make payments cannot be considered in isolation but must be examined in the context of the corresponding contractual obligations and performance of the promoter. In the absence of documentary evidence establishing any specific payment default attributable to the complainants, the respondent's contention regarding delayed payments and default on their part is found to be devoid of merit and inconsistent with the stand taken by the respondents in its own reply. Accordingly, the said contention is rejected.

v. With regard to the objection taken by respondent that the complaint is not maintainable in view of the Arbitration Clause 34 of the Agreement for Sale, it is observed that the presence of such a clause does not divest this Authority of the jurisdiction expressly conferred under the Real Estate (Regulation and Development) Act, 2016. The Hon'ble Supreme Court in ***Imperia Structures Ltd. vs. Anil Patni (2020) SC 822,*** held that statutory remedies under special legislations like RERA cannot be ousted by an arbitration

clause. Accordingly, the Authority holds that it is competent to hear and decide the present matter and this objection of the respondent is rejected

vi. As regards the amount paid by the complainants to the respondents, the statement of account placed on record by the respondents themselves reflects that a sum of ₹6,92,164/- has been paid by the complainants towards the consideration of the unit/villa in question. The respondents, through their own statement of account, have duly acknowledged the receipt of the aforesaid amount. Accordingly, the total amount paid by the complainants, i.e., ₹6,92,164/-, stands established. Further, the deemed date of possession of the unit/villa is also not in dispute. As per the terms of the Agreement for Sale executed between the parties on 12.02.2018, the stipulated period for delivery of possession was 24 months, along with an additional grace period of 6 months. Consequently, the deemed date of possession works out to 12.08.2020. Neither party has disputed the aforesaid date and the same is ascertainable from the terms of the Agreement for Sale itself. Therefore, for the purpose of adjudication of the present complaint, the amount paid by the complainants is taken as ₹6,92,164/- and the deemed date of possession is taken as 12.08.2020.

26. The Authority observes that the complainants were allotted a unit in the project "Asha Bahadurgarh Phase-I" in the year 2017 and the agreement for sale was executed on 12.02.2018 with the due date of possession being 12.08.2020. Despite obtaining the Completion Certificate in 2023, the respondents have neither offered possession nor cancelled the allotment, without disclosing any cogent justification for the delay.

27. Since the complainants intend to continue with the project and seek possession, they are entitled to relief under Section 18(1) of the Act. Accordingly, the respondents are directed to pay delay interest at the prescribed rate from 12.08.2020 till the date of this order and further monthly interest until a valid offer of possession is made. The respondents shall honour the original allotment and shall not impose any escalation in price merely on account of the delay subject to lawful adjustments under the Agreement and the applicable provisions of the Act and Rules.

28. 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;*

29. 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".*

30. 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. 16.10.2026 is 8.95%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.95%.

31. 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 10.95% till and said amount works out as per detail given in the table below:

| Sr. No. | Principal Amount | Deemed date of possession | Interest Accrued till 16.10.2026 |
|---|---|---|---|
| 1. | ₹6,92,164/- | 12.08.2020 | ₹4,68,664/- |
| | Monthly interest | | ₹6,437/- |

32. With regard to the reliefs sought at serial nos. (ii) to (ix) of the complaint, learned counsel for the complainants neither pressed the same during the course of arguments nor advanced any submissions in support thereof. Accordingly, the said reliefs are not being considered for adjudication.

33. The complainant is also seeking legal expenses. In this regard, it is observed that the Hon'ble Supreme Court of India, in ***Civil Appeal Nos. 6745–6749 of 2021, titled M/s Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors. (supra)***, has held that an allottee is entitled to claim compensation and litigation expenses under Sections 12, 14, 18 and 19 of the RE(RD) Act, 2016. Such claims are required to be adjudicated by the Adjudicating Officer under Section 71 and the quantum of compensation and also the litigation expenses shall be determined by the Adjudicating Officer, having due regard to the factors specified under Section 72 of the Act. The Adjudicating Officer has exclusive jurisdiction to entertain and decide complaints relating to compensation and litigation expenses. Therefore, the complainant is advised to approach the learned Adjudicating Officer for seeking relief towards compensation and litigation expenses.

## G. DIRECTIONS OF THE AUTHORITY

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

(i) Respondents are directed to pay upfront delay interest of ₹4,68,664/- to the complainants towards delay already caused in handing over the possession till the date of order and further monthly interest of ₹6,437/- till the date of valid offer of possession.

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

(iii) The rate of interest chargeable from the allottees/complainants by the respondents/promoters, in case of default shall be charged at the prescribed rate, i.e., 10.95% by the respondents/promoters which is the same rate of interest which the respondent/promoter shall be liable to pay to the allottees.

(iv) A period of 90 days is given to both the parties 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.

(v) The respondents shall not charge anything from the complainants which is not part of the agreement.

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

**(CHANDER SHEKHAR)**
**MEMBER**

16.10.2026
Kanupriya
(Law Associate)