HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	**645 of 2024**
Date of Filing:	**03.05.2024**
First Date of Hearing:	**23.07.2024**
Date of Decision:	**13.11.2026**

Saranjit Kaur
W/o Sh. Rajinder Singh
R/o H.No. 931, Vikas Kunj,
Vikaspuri, New Delhi-110018 .....COMPLAINANT

VERSUS

Konark Rajhans Estates Pvt. Ltd. through its Director
Village Kot, Sector-14, Panchkula Ext-II,
District Panchkula, Haryana .....RESPONDENT

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

Hearing: **10th**

Present: Mr. Arjun Kundra, Advocate for the Complainant through VC.
Mr. Viren Sibal, Advocate for the Respondent through VC.

ORDER:

Present complaint was filed on 03.05.2024 by the complainant under Section 31 of The Real Estate (Regulation and Development) Act, 2016 (for short RE(RD) Act, 2016) read with Rule 28 of The Haryana Real Estate

(Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the RE(RD) Act, 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:

Sr. No.	Particulars	Details
1.	Name of the project	Asha Panchkula, Sector-14, Panchkula Extension-II, Haryana
2.	Nature of the project	Residential
3.	RERA Registered/not Registered	Registered vide Registration No. 173 of 2017 dated 29.08.2017
4.	Details of Unit	Apartment No. B-1012, Tower-B, Type 2 BHK (corner or park facing unit) measuring 1110 sq. ft.
5.	Date of allotment	Provisional allotment letter dated 27.05.2016
6.	Date of Apartment Buyer's Agreement	08.08.2016
7.	Possession clause in BBA (Clause 9 at Page no. 30 of the complaint)	*"the company based on the present plans and estimates contemplates to offer possession of the said apartment to the apartment allottee within a period of 36 months from the receipt of the first instalment against allotment of the said*

		apartment plus a grace period of 6 months, unless there shall be delay or failure due to Force Majeure conditions and due to failure of apartment allottee(s) to pay in time the total sale price and other charges and dues/payments..." *Note: The first installment was made on 18.06.2016 as per the receipt attached with the complaint.*
8.	Due Date of possession	18.12.2019 (36months+6months)
9.	Total Sale Consideration	₹25,80,800/- (Basic Sale Price-₹19,10,310/-)
10.	Amount Paid by the Complainant	₹22,78,840/-
11.	Whether occupation certificate received or not.	Not Obtained
12.	Handing over possession/Possession certificate	Possession not offered

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

3. The complainant has stated that she decided to book a residential apartment in the project namely Asha Panchkula Kot Village, Sector-14, Panchkula Extension-II, District Panchkula, Haryana after relying upon the representations, assurances and promises made by the promoter.

4. The complainant on 03.03.2016 submitted an application on the pre-printed application form provided by the respondent and paid a sum of ₹5,000/- towards the application money for booking a residential apartment

bearing No. B-1012, Tower-B, Type 2BHK (Corner or Park Facing Unit), measuring 1110 sq. ft. (approximately 103.12 sq. metres) in the said project.

5. The complainant stated that vide allotment letter dated 27.05.2016, the respondent allotted Apartment No. B-1012 in the said project. A copy of the allotment letter dated 27.05.2016 is annexed as Annexure-C/1. The complainant stated that subsequent to the allotment of the said Apartment, the complainant paid a sum of ₹1,99,628/- towards the booking amount through cheque no. 574313 dated 22.06.2016 drawn on ICICI Bank, which was duly realised by the respondent. On 08.08.2016, the respondent issued a letter for execution of Apartment Buyer's Agreement for the said apartment. A copy of the letter dated 08.08.2016 is annexed as Annexure-C/2.

6. On 08.08.2016, an Apartment Buyer's Agreement was executed between the parties. The complainant continued to make payments of the due instalments as and when demanded by the respondent, in accordance with the payment plan stipulated in the Apartment Buyer's Agreement. The Total Sale Consideration of the Apartment was ₹25,80,800/- inclusive of all charges, including the basic sale price, club membership, IFMS, power backup, EDC and IDC, etc. A copy of the Apartment Buyer's Agreement dated 08.08.2016, along with the payment plan/schedule is annexed as Annexure-C/3.

7. The complainant alleges that the respondent sent a letter to the complainant regarding intimation of change of the bank account for all due

installments payments with reference to the Apartment no. B-1012. The copy of the letter dated 10.08.2016 is annexed as Annexure-C/4. The complainant further stated that on 18.12.2018, respondent issued an arbitrary letter informing change in the building plan and accordingly change in the payment plan. The respondent had changed the floor of the Apartment from 13th to 12th and also revised the schedule of payment. A copy of the letter dated 18.12.2018 is annexed as Annexure-C/5.

8. The complainant stated that the respondent issued a demand letter dated 11.05.2019 to the complainant wherein it was acknowledged that the complainant had already paid a sum of ₹22,78,840/- till 11.05.2019 against the Total Sale Consideration of ₹25,80,800/-. A copy of receipts and demands of payments are annexed as Annexure-C/6.

9. The complainant stated that as per Clause 9 of the Apartment Buyer's Agreement, the respondent was under an obligation to deliver possession of the allotted Apartment within a period of 36 months from the date of receipt of the first instalment, i.e. 22.06.2016. After considering the additional grace period of six months stipulated in the agreement, the respondent was required to deliver possession of the Apartment on or before 22.12.2019. However, the respondent failed to deliver possession till date. The complainant alleged that no substantial construction activity was being carried out at the project site, thereby demonstrating the failure of the respondent to

complete the project and hand over possession of the allotted Apartment to the complainant.

C. RELIEF SOUGHT BY THE COMPLAINANT:

10. The complainant in her complaint has sought the following reliefs:-

i) To initiate a Suo-moto complaint, investigate and prosecute the respondent for changing the building plan and layout without following the proper procedure under RE(RD) Act, 2016 and rules framed thereunder. A severe penalty be imposed on the respondent for contravening the provisions of the RE(RD) Act, 2016 and rules framed thereunder.

ii) To pass appropriate orders and directions to the respondent to complete the Asha Panchkula residential project and deliver the actual, vacant and peaceful physical possession of the allotted Apartment to the complainant.

iii) To pass an order directing the respondent to pay interest at the prescribed rate on the amount deposited by the complainant to the respondent for the delay in delivery of possession of the allotted Apartment as this Hon'ble Authority may deem fit and proper.

iv) To pass an order directing the respondent to pay a sum of ₹5,00,000/- as compensation to the complainant for the harassment, pain and mental agony.

v) To pass an order directing the respondent to pay a sum of ₹1,50,000/- as compensation for the damages caused and incurred by the complainant including legal costs and expenses incurred in filing the present complaint against the respondent.

vi) To pass such other and further orders as this Hon'ble Authority may deem fit and proper.

D. REPLY FILED BY THE RESPONDENT:

11. Upon receipt of notice, the respondent filed a reply on 11.09.2025, wherein the respondent stated that the present complaint is non-maintainable and liable to be dismissed. It is stated that the complainant wrongly seeks to proceed on the basis that time was the essence of the contract. The complaint ignores the provisions of Clause 9 of the Apartment Buyer's Agreement, which has to be read in its totality to gauge the intention of the parties, which clearly is not to treat delivery of possession clause as being the essence of the contract.

12. The respondent has relied on various cases of the Hon'ble Supreme Court. In the cases of *Chand Rani Vs. Kamal Rani 1993-1-SCC-519 (Para 25)*, *Gomathinayagam Pillai Vs. Palaniswami Nadar 1967-1-SCR-227* and *Govind Prasad Chaturvedi v. Hari Dutt Shastri 1977-2-SCC-539 (Para 5)*, it was

held that the fixation of the period within which a contract has to be performed does not make the stipulation as to time the essence of the contract. When a contract relates to a sale of immovable property, it will normally be presumed that time is not the essence of the contract.

13. The respondent denies that he was to hand over the possession of the allotted unit on date stated by the complainant as the estimated time for handing over of possession of the Apartment, as per Clause 9 of the Apartment Buyer's Agreement, was subject to other terms and conditions of the said Agreement. Clause 9 is reproduced as follows:

> *"The company based on the present plans and estimates contemplates to offer possession of the said apartment to the apartment allottee within a period of 36 months from the receipt of the first instalment against allotment of the said apartment plus a grace period of 6 months, unless there shall be delay or failure due to Force Majeure conditions and due to failure of apartment allottee(s) to pay in time the total sale price and other charges and dues/payments mentioned in the agreement or any failure on the part of the Apartment allottee(s) to abide by the terms and conditions of this agreement"*

A copy of the Apartment Buyer's Agreement dated 08.08.2016 is annexed as Annexure-R-1.

14. The respondent stated that the present complaint is liable to be dismissed as the delay in offering possession of the said unit was due to force majeure events and not due to the willful negligence of the respondent. The respondent listed the following three force majeure events, which took place during the period of development of the said project:

i. Due to the non-supply of raw material and illegal forfeiture of the respondent's money by M/s Fortune Metals Ltd., (i.e. the supplier) the development of the said project was hampered. On 14.01.2020, an arbitral award, copy of which is annexed as Annexure-R-2, was passed in favour of the respondent and the supplier was directed to return the amount to the respondent alongwith interest at the rate of 12%.

ii. Due to the non-completion of construction work by the main contractor of the project i.e. 'M/s Bucon Infratech Pvt. Ltd.', the project got delayed and this delay was beyond the control of the respondent company. Copy of consent decree between the contractor and the respondent is annexed as Annexure-R-3.

iii. In March 2020, due to COVID-19 pandemic, all the construction activities across the country came to a halt. Due to unforeseen circumstances which were totally beyond their control, they are not liable for prayers as sought by the complainant. A copy of Advisory and Notification are annexed as Annexure-R-4.

15. The respondent has referred to a case titled as *Ramesh Malhotra & Ors. v. Emaar MGF Land Ltd. and Anr. 2019*, wherein the National Consumer Disputes Redressal Commission has held that some delay in large housing projects is inevitable and cannot be termed as unreasonable. The respondent further stated that it is not in a position to give immediate possession of the said

Apartment to the complainant or pay a per-month interest till delivery of possession, as it would stall the whole project and would hamper the interests of the rest of the allottees.

16. The respondent stated that this complaint is not admissible before the Hon'ble Authority as Clause 30 of the Apartment Buyer's Agreement clearly provides a binding Arbitration Clause. The Authority does not have jurisdiction to entertain the purported consumer complaint, as the said agreement specifically states that all disputes shall be referred to an arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended).

17. The respondent stated that the construction work of the project is presently at full swing and the respondent is ready to deliver the possession of the units to its allottees as soon as the development work is completed; therefore, no indulgence of this Hon'ble Authority is required in the present case.

18. The respondent denies that it has made false and incorrect representations and has not fulfilled the promises and has in any way lured the complainant or engaged itself in illegal, arbitrary and unfair-trade practices. The respondent also denied that the letter dated 18.12.2018 is arbitrary, inasmuch as the complainant had already consented to such permissible modifications by executing the Apartments Buyer's Agreement dated 08.08.2016 with Clause E

and F. Further, Letter dated 18.12.2018 does not indicate any alteration in the payment plan. The only modification pertains to the installment milestone linked to the 'Casting of Thirteenth Level Slab' which now stands revised to the 'Twelfth Level Slab' as the thirteenth slab does not exist owing to the approved change in the building plan. Clause E and F are reproduced as follows:

> *E. AND WHEREAS the Company has clarified to the Apartment Allottee(s) that the Company has the necessary approvals from the Competent authority on layout Plan/Site Plan/Building Plan of the said Project and further clarified that the Company has reserved all its right to modify the said plans during the construction of the said Project as per prevailing laws which is approved by relevant competent authority.*
>
> *F. AND WHEREAS the Company has specifically made it clear that the building plans have been approved by the DTCP Haryana and are subject to other statutory NOCs/sanctions required from various authorities which have been applied for and any changes/directions/conditions Imposed by statutory authority at any stage, while approving such site plans/building plans/apartment plans/parking plans, shall be binding on the Apartment Allottee and the Apartment Allottee hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Apartment Allottee for the purpose of making any changes in order to comply with such directions/conditions/changes and that the plans as may be amended and approved from time to time which shall supersede the proposed plans and shall automatically form a part of this Agreement."*

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

19. Learned counsel for the complainant reiterated the facts of the case as stated in the complaint. Ld. counsel for the respondent rebutted to the claims of the complainant and argued that the project is still incomplete and the

respondent is not in a position to complete it and deliver the possession immediately.

F. ISSUE FOR ADJUDICATION:

20. Whether the complainant is entitled to relief of possession along with delay interest for delay in handling over the possession in terms of Section 18 of RE(RD) Act, 2016?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY:

21. 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 the parties, the Authority observes as follows.

i. At the outset, it is observed that the complainant booked a residential Apartment bearing No. B-1012, Tower-B, Type 2BHK (Corner or Park Facing Unit), measuring 1110 sq. ft. (approximately 103.12 sq. metres), in the respondent's project namely, Asha Panchkula, situated at Kot Village, Sector-14, Panchkula Extension-II, District Panchkula, Haryana. The complainant initially submitted an application dated 03.03.2016 and paid ₹5,000/- towards application money. Thereafter, the allotment letter was issued on 27.05.2016 and the Apartment Buyer's Agreement was executed between the parties on 08.08.2016. The total sale consideration of the Apartment was ₹25,80,800/-, inclusive of all charges.

ii. The Authority observes that as per Clause 9 of the Apartment Buyer's Agreement, the respondent contemplated offering possession of the allotted Apartment within a period of 36 months from the date of receipt of the first instalment, along with a grace period of six months. The complainant averred that first payment was made on 22.06.2016, however as per the receipt attached with the complaint, receipt date of first instalment is mentioned as 18.06.2016. Since receipt is the only proof of that payment the Authority is considering 18.06.2016 as date of first instalment. Accordingly, the respondent was contractually obligated to offer possession of the Apartment on or before 18.12.2019. However, the respondent has admittedly failed to offer possession within the stipulated period.

iii. The Authority observes that the respondent has not disputed the basic allotment particulars and the total sale consideration of the Apartment. The complainant has specifically asserted that he had paid ₹22,78,840/- against the total sale consideration of ₹25,80,800/-. Significantly, the demand letter dated 11.05.2019 issued by the respondent itself reflects receipt of ₹21,18,373/- from the complainant and subsequently receipt of ₹1,60,487/-. Thus, the respondent's own document and receipts substantially corroborates the complainant's assertion regarding the payments made towards the allotted Apartment.

iv. With regard to the objection raised by the respondent that time was not the essence of the contract in transactions involving immovable property, the Authority observes that the judgments relied upon by the respondent cannot be read in isolation or applied mechanically to proceedings under the RE(RD) Act, 2016. The present proceedings are governed by the specific statutory obligations imposed upon a promoter under the Act. Section 18(1) of the Act specifically provides for the consequences where the promoter fails to give possession of an Apartment in accordance with the terms of the agreement for sale and the date specified therein. Therefore, the respondent cannot escape its statutory obligations merely by contending that time was not the essence of the contract.

v. The Authority has also considered the plea of force majeure raised by the respondent. The respondent has relied upon three circumstances, namely, non-supply of raw material by M/s Fortune Metals Ltd., non-completion of construction work by its main contractor, M/s Bucon Infratech Pvt. Ltd., and the outbreak of the COVID-19 pandemic in March 2020.

In this regard, the Authority observes that the mere assertion of circumstances beyond the control of the promoter does not automatically absolve the promoter of its statutory and contractual obligations. The respondent is required to establish that the circumstances relied upon

were beyond its reasonable control, that they directly affected the development of the project and that the period of delay claimed is attributable to such circumstances. A commercial dispute between the promoter and its supplier/contractor, by itself, cannot be treated as a ground for indefinitely extending the committed date of possession. The promoter remains responsible for ensuring timely execution and completion of the project and cannot ordinarily shift its responsibility towards the allottees on account of disputes or defaults involving its contractors or suppliers.

The respondent has relied upon an arbitral award dated 14.01.2020 passed in its favour against M/s Fortune Metals Ltd. However, the said award, by itself, does not establish that the entire delay in completion of the project was directly attributable to the supplier or that the respondent was prevented from undertaking construction activities for the entire period claimed. Similarly, the consent decree between the respondent and its main contractor, M/s Bucon Infratech Pvt. Ltd., does not, by itself, establish that the delay in completion of the project was unavoidable or that the respondent had exercised due diligence in ensuring timely completion of the project. The respondent, being the promoter, continues to remain responsible for fulfilment of its obligations towards the allottees.

With regard to the COVID-19 pandemic, the Authority acknowledges that the pandemic was an extraordinary and unforeseen event which adversely affected construction activities across the country. However, the respondent has failed to demonstrate, on the basis of cogent material, the precise period for which construction activities in the project remained suspended or the extent to which the pandemic affected the completion of the allotted Apartment. Further, the due date of possession, even after accounting for the contractual grace period, was 18.12.2019, whereas the nationwide lockdown commenced in March 2020. Consequently, the respondent cannot rely upon the subsequent outbreak of the pandemic to justify the delay which had already accrued before the commencement of the lockdown. Accordingly, the plea of force majeure cannot be accepted as a blanket defence to the entire period of delay.

vi. The Authority is of the considered view that the proposition that some delay may occur in large housing projects cannot be treated as an unconditional defence against the statutory obligations of a promoter. Each case has to be examined on its own facts, contractual stipulations and the material placed on record. In the present case, the respondent has failed to establish any sufficient justification for the substantial delay beyond the contractual possession date.

vii. The objection of the respondent regarding the existence of an arbitration clause under Clause 30 of the Apartment Buyer's Agreement is also devoid of merit. The Authority observes that Section 79 of the RE(RD) Act, 2016 bars the jurisdiction of civil courts in respect of matters which the Authority or the adjudicating officer is empowered to determine under the Act. Further, Section 88 provides that the provisions of the Act are in addition to, and not in derogation of, other laws for the time being in force. The statutory remedies available to an allottee under the Act cannot be defeated merely by incorporating an arbitration clause in the Apartment Buyer's Agreement. The arbitration clause is, therefore, not a bar to the jurisdiction of this Authority to adjudicate the present complaint in accordance with the provisions of the Act.

viii. The Authority further observes that the respondent has stated that construction work of the project is in full swing and that it is ready to deliver possession of the allotted units upon completion of the development work. However, in the absence of cogent supporting material establishing the actual stage of construction, the availability of requisite statutory approvals and the anticipated date of completion, cannot be considered sufficient to discharge the respondent's obligations under the Act. The respondent is under a statutory obligation to complete the project in accordance with the sanctioned plans and obtain the

requisite occupation certificate or completion certificate, as applicable, before offering possession to the allottees.

22. Therefore, the Authority observes that the respondent has failed to fulfil its obligation stipulated in the Apartment Buyer's Agreement dated 08.08.2016. The possession of the Apartment should have been delivered by 18.12.2019. Now, even after a lapse of more than six years, the respondent is not in a position to offer possession of the Apartment since the respondent company has yet to receive the occupation certificate in respect of the project in question. The fact remains that the respondent has not specified as to when the possession of the booked Apartment will be offered to the complainant. The complainant, however, does not wish to withdraw from the project and is rather interested in getting possession of her booked Apartment. In these circumstances, the provisions of Section 18 of the RE(RD) Act, 2016 clearly come into play, by virtue of which, while exercising the option of taking possession of the Apartment, the allottee/complainant is entitled to interest for the entire period of delay caused at the rate prescribed.

23. The Authority concludes that the complainant is entitled to delay interest from the deemed date of possession i.e. 18.12.2019 up to the date on which a valid offer is sent to the complainant after receipt of the occupation certificate, along with monthly interest. As per Section 18 of the RE(RD) Act, 2016, interest shall be awarded at such rate as may be prescribed. The definition

of the 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:*

24. 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".*

25. 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. 13.11.2026 is 8.95%. Accordingly, the prescribed rate of interest will be MCLR+2% i.e. 10.95%.

26. The Authority has got calculated the interest on total paid amount from due date of possession i.e. 18.12.2019 till the date of this order i.e. 13.11.2026 which works out to **₹17,24,854/-** and further monthly interest of ₹20,510/- as per detail given in the table below:

Sr.No.	**Total Principal Amount (in ₹)**	**Deemed date of possession or date of payment, whichever is later**	**Interest Accrued till 13.11.2026 (in ₹)**
1.	22,78,840/-	18.12.2019	**17,24,854/-**
Monthly interest		**20,510/-**	

27. It is pertinent to mention here that the complainant has placed on record the payment receipts in support of the amount deposited towards the allotted Apartment. However, the complainant has not been able to produce the individual payment receipts in support of the entire amount claimed, particularly with regard to an amount of ₹1,60,467/-. In this regard, the demand letter dated 13.04.2019 issued by the respondent itself reflects the amount received from the complainant towards the total sale consideration of ₹25,80,800/-. The said document has neither been specifically disputed nor rebutted by the respondent. Accordingly, taking into consideration the payment receipts placed on record by the complainant and the demand letter dated 13.04.2019 issued by the respondent, the amount of ₹22,78,840/- is taken to be the amount deposited by the complainant for the purpose of determining her

entitlement to interest for the delayed possession under Section 18(1) of the RE(RD) Act, 2016.

28. The complainant has also sought compensation on account of harassment, mental agony, undue hardship, litigation costs and on other grounds. In this regard, it is observed that the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra)***, has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

29. The other relief mentioned at Para 10(i) was not pressed upon by the complainant in the complaint or during the course of arguments, therefore, no observations are being made in that regard.

H. DIRECTIONS OF THE AUTHORITY:

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

(i) Respondent is directed to pay upfront delay interest of ₹17,24,854/- (till date of order i.e. 13.11.2026) to the complainant towards delay already caused in handing over the possession and further monthly interest ₹20,510/- till the date of valid offer of possession after receipt of occupation certificate.

(ii) 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.

(iii) Complainant will remain liable to pay balance consideration amount, if any, to the respondent at the time of valid offer of possession.

(iv) The rate of interest chargeable from the allottee by the respondent/promoter, in case of default shall be charged at the prescribed rate i.e. 10.95% by the respondent/promoter which is

the same rate of interest which the respondent/promoter shall be liable to pay to the allottee/complainant.

(v) The respondent shall not charge anything from the complainant which is not part of the Apartment Buyer's Agreement.

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

(CHANDER SHEKHAR)
MEMBER

13.11.2026
Monika
(Law Associate)