HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	**1049 of 2025**
Date of Filing:	**15.07.2025**
Date of First Hearing:	**31.10.2025**
Date of Decision:	**13.11.2026**

Mrs. Durga Laxmi and Mr. Sushil Kumar Joshi
R/o House No. 1561-A, Sector 31,
Housing Board Colony,
Gurugram, Haryana. ....COMPLAINANT(S)

VERSUS

MS Intimc Promoters Pvt Ltd.
9, Kasturba Gandhi Marg,
New Delhi-110001. ....RESPONDENT(S)

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

Hearing: **6th**

Present: - Mr. Gaurav Gupta, Advocate, for the Complainants through VC.
Ms. Samriti, Advocate, Proxy for Mr. Shubhnit Hans, Advocate for the Respondent.

ORDER:

The present complaint was filed 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 and Development) Rules, 2017, for violation or contravention of the

provisions of the Act of 2016, or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Un-registered.
3.	Plot No.	L-107
4.	Plot Area	500 sq. yds.
5.	Date of Booking	25.10.2005
6.	Date of Allotment Letter	Not Available
7.	Date of Builder Buyer Agreement	Not Executed
8.	Due Date of Offer of Possession	25.10.2008 (As per pleadings)
9.	Possession Clause	Not Available
10.	Total Sale Consideration	₹42,70,000/- (As per statement of account dated 29.04.2026)
11.	Amount Paid by the complainants	₹44,10,495/- (As per statement of account dated 29.04.2026)

12.	Offer of Possession	NA

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that the respondent launched a township at Kundli, Sonepat, in the year 2005. On 25.10.2005, the complainants booked a plot no. L-107 (500 sq. yards.) in the project after coming into contact with the authorized marketing representatives of the respondent company. Relying upon the representations of the respondent regarding development of the project, the complainants paid a booking amount of ₹7,75,000/-. The complainants were also compelled to sign a blank application form under the assurance that the project would be completed on time.

4. Thereafter, the complainants kept making timely payments as per the demand letter and were hopeful of receiving the possession on or before 25.10.2008. However, during regular site visits by the complainants, significant delay in development of the project was noticed. The issue was repeatedly brought into the notice of the respondent company through personal visits, formal letters and emails. A copy of the receipts is annexed as Annexure C-2.

5. The respondent merely offered vague assurances regarding the delivery of the plot as per the dates mentioned in the agreement, without addressing the evident lack of progress at the site. This delay impacted the

complainant's plans for securing accommodation and also led to prolonged financial strain. The respondent company's team assured that the issue would be addressed promptly and the complainants patiently waited for the respondent to resolve the matter.

6. Despite a delay of more than 17 years since 25.10.2008, the complainants have still not got the possession of the booked plot. The complainants have paid a substantial amount of ₹44,64,150/-, being more than the total sale price of ₹42,70,000/-.

7. The respondent has provided false and incorrect statements and assurances and the complainants have lost their hard earned money while facing humiliation and harassment. The cause of action accrued in favour of the complainants when the said project was advertised and when the respondent accepted the booking amount and also when the respondent failed to handover the possession to the complainants by 25.10.2008.

8. The complainants, therefore, have approached the Authority seeking appropriate reliefs for delivery of possession and compensation/interest for the delay.

C. RELIEF SOUGHT:

9. The complainants in their complaint have sought the following reliefs:

i. To direct the respondent to hand over the possession of the plot immediately to the complainants complete in all respects.

ii. To direct the respondent to pay delayed interest at the prescribed rate to the complainants on the total amount of ₹44,64,150/- paid to the respondent.

iii. To direct the respondent to refund the excess amount charged from the complainants.

iv. To direct the respondent not to charge anything which is not part of the payment plan as agreed upon.

v. To direct the respondent not to cancel the allotment of the said plot.

vi. To direct the respondent to get the conveyance deed executed without raising illegal demands from the complainants.

vii. To pass such other orders as this Authority may deem fit in the facts and circumstances of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

10. On receipt of notice of the complaint, the respondent filed a reply on 30.04.2026 in which the respondent has denied the allegations and averments made in the complaint, except those which are specifically admitted or are matters of record. The respondent has also stated that the complaint is not maintainable and no cause of action arises against the respondent. The respondent stated that the complainants voluntarily invested in the project, namely "TDI City, Kundli, Sonipat, Haryana", on account of the reputation and goodwill of the respondent company. The respondent has

further stated that it has obtained Part Completion Certificates in respect of substantial portions of the township. According to the respondent, Part Completion Certificates were issued on 23.01.2008 for 109.5 acres, on 18.11.2013 for 415 acres and on 22.09.2017 for 573.394 acres, covering different parts of the residential plotted colony.

11. The respondent has raised a preliminary objection regarding the applicability of the RE(RD) Act, 2016. It is stated that the project was commenced before the enactment of the RE(RD) Act. Therefore, the provisions of the Act cannot be applied retrospectively. According to the respondent, applying the provisions of RE(RD) Act to the project retrospectively would cause undue hardship and would adversely affect the construction and development of the project. On this basis, the respondent has contended that the present complaint is not maintainable under the provisions of RE(RD) Act.

12. With regard to the Builder Buyer Agreement, the respondent has stated that the agreement could not be executed because the land on which the complainants's originally allotted unit was situated had become subject to a dispute. In order to resolve the issue and facilitate execution of the agreement, the respondent claimed that it offered an alternate unit to the complainants. But the complainants did not come forward to accept the alternate unit or to execute the Builder Buyer Agreement in respect thereof. The respondent has further stated that due to circumstances beyond its

control, including the disputed status of the land, it could not complete the originally allotted unit within the expected period. In this regard, the respondent issued a letter dated 06.06.2018 to the complainants and offered alternative options. The respondent stated that the complainants were offered either an alternate ready-to-possession unit in the same project, with registration of the sale deed after completion of the necessary formalities, or adjustment of the entire amount deposited by them towards a unit in any other project of the respondent. Despite receiving the letter dated 06.06.2018, the complainants neither responded to the offer nor approached the respondent for acceptance of the alternate unit. The respondent has therefore contended that the complainants themselves failed to avail the opportunity offered by the respondent and cannot now allege that the respondent failed to take steps for resolving the issue.

13. The respondent has also raised an objection regarding limitation. It has stated that the complainants were entitled to approach this Authority within 3 years from the date on which alternate offer was given to the complainants i.e. in the year 2018, but the complainants failed to do so. The respondent has accordingly contended that the complaint is liable to be dismissed on this ground as the complainants have been sleeping over their alleged rights for more than 8 years.

14. In reply to the complainants' claim regarding the signing of the blank application form, it is stated that all documents, including the

application form, were duly filed, read over and voluntarily signed by the complainants after fully understanding the terms and conditions contained therein. Further, it is also denied that the complainants repeatedly brought the issue of delay through personal visits, letters and emails and the respondent company failed to answer. The respondent issued a letter dated 06.06.2018 to the complainants, clearly stating that due to force majeure conditions, the respondent was unable to hand over the possession of the unit.

15. The respondent has stated that as per its records, an alternate unit had already been offered to them. It has stated that its offer of an alternate unit was made with the intention of resolving the dispute and providing a solution to the complainants. According to the respondent, the present situation arose because the complainants did not respond to the alternate offer. Further, the claim of the complainants regarding "continuing cause of action" has also been denied by the respondent.

16. Lastly, the respondent has contended that the complaint is not maintainable.

E. WRITTEN SUBMISSIONS FILED BY THE RESPONDENT:

17. Learned counsel for the respondent has filed written submissions on 14.10.2026, wherein stating that the present complaint is not maintainable as the project was commenced before the enactment of the RE(RD) Act and is not registered under the Act. Therefore, the Authority has

no jurisdiction to adjudicate the dispute. In support of this contention, a reliance has been placed on the judgment passed by Hon'ble High Court of Madras in *M/s Devinarayan Housing and Property Developments Private Ltd. and Anr. vs Manu Karan and Anr. in CMSA no.23 and 24 of 2020 decided on 20.09.2023*. The respondent has further contended that the complaint has been filed after an unexplained delay of more than 8 years, without any communication or assertion of rights by the complainants during the intervening period and is therefore liable to be dismissed on the ground of delay and laches. In support of this contention, a reliance has been placed on the judgment passed by Hon'ble Appellate Tribunal in *Janak Mehta and Anr. vs M/s Parsvnath Developers Ltd. in Appeal no.552 of 2026* decided on 31.08.2026. Relying upon the judgments cited in its written submissions, the respondent has submitted that the complainants cannot be kept waiting indefinitely for possession.

18. It is submitted that the present complaint is not maintainable, the project having been completed prior to the enactment of the RE(RD) Act. The complaint is further barred by gross delay and laches, as the complainants failed to act upon the alternate unit offered vide letter dated 06.06.2018. The respondent cannot be held liable for the complainants' failure to accept the offer and take possession. Accordingly, the complaint deserves to be dismissed with costs.

F. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANTS AND RESPONDENT:

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

G. ISSUES FOR ADJUDICATION

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

H. OBSERVATIONS AND DECISION 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 parties, the Authority observes as follows:

(i) The first objection raised by the respondent is that the present complaint is not maintainable as the project was commenced prior to the enactment of the RE(RD) Act, 2016 and the project is not registered under the Act. The contention, however, cannot be accepted merely on the ground that the project was launched before the commencement of the Act. The Hon'ble Supreme Court in ***M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors.*, (2021) 18 SCC 1**, has examined the applicability of the Act to projects which

commenced prior to the enactment of the Act and held that the Act operates retroactively in respect of ongoing projects. The Court specifically held that all ongoing projects which commenced prior to the Act and in respect of which a completion certificate had not been issued were brought within the ambit of the Act. The Supreme Court further clarified that projects which had already been completed or in respect of which a completion certificate had been granted prior to the commencement of the Act were outside its purview. Thus, the relevant consideration is not merely the date on which the project was launched, but whether the project was an ongoing project and whether a completion certificate had been issued before the Act came into force. In the present case, the respondent has not placed on record any material showing that the project in question had obtained a valid completion certificate prior to 01.05.2017, i.e. the date on which Section 3 of the Act came into force. Therefore, the mere fact that the project was launched before 2016 does not take it outside the scope of the Act. The Supreme Court in *Newtech Promoters* has made it clear that the Act was specifically intended to bring ongoing projects within its regulatory framework so as to protect the interests of allottees whose projects had remained

incomplete. The reliance placed by the respondent on the judgment of the Hon'ble Madras High Court in *M/s Devinarayan Housing and Property Developments Pvt. Ltd. & Anr. v. Manu Karan & Anr.*, C.M.S.A. Nos.23 and 24 of 2020, decided on 20.09.2023, also requires consideration in the factual context of the present case. In *Devinarayan*, the High Court was dealing with a project which was held to fall within the exemption contemplated under Section 3(2)(a) of the Act and, on that factual basis, held that the project was not required to be registered and that the grievances relating to such an unregistered project could not be adjudicated under the Act. The said decision, therefore, cannot be applied mechanically to every project merely because the project was launched before 2016 or remained unregistered. The position applicable in Haryana is also reflected in the judgment of the Haryana Real Estate Appellate Tribunal in ***Shalimar Estates Pvt. Ltd. v. Rakesh Kumar Garg*, Appeal No.499 of 2022, decided on 21.04.2023, along with Appeal No.501 of 2022**. In that case also, the promoter contended that the project was unregistered and, therefore, outside the jurisdiction of the Authority. The Tribunal examined *Newtech Promoters* and held that an ongoing project commenced prior to the Act, in respect of

which a completion certificate had not been obtained before 01.05.2017, falls within the purview of the Act. The Tribunal further held that merely because such an ongoing project was not registered, the promoter could not claim immunity from the operation of the Act. It was specifically observed that the promoter was required to establish on record that the project had been completed or that a completion certificate had been issued prior to 01.05.2017. The distinction between an Occupancy Certificate and a Completion Certificate is also material. In *Shalimar Estates*, the Haryana Real Estate Appellate Tribunal observed that an Occupancy Certificate permitting occupation of a building cannot, by itself, be treated as a Completion Certificate unless it satisfies the requirements of Section 2(q) of the Act. The Tribunal held that, in the absence of evidence showing completion of the project or issuance of a completion certificate before 01.05.2017, the project remained within the jurisdiction of the Authority. Thus, in the present case also, the respondent must establish, by cogent documentary evidence, that the project had obtained a completion certificate before 01.05.2017. Mere assertion that the project was launched prior to the enactment of the Act or that the project is presently unregistered is not sufficient.

(ii) The respondent has also objected that the complaint is grossly barred by the limitation. The respondent has contended that the alternate unit was offered in the year 2018 and the complaint has been filed after more than 8 years. This objection also cannot be examined solely with reference to the letter dated 06.06.2018 allegedly issued by the respondent. The grievance of the complainants is essentially regarding the failure of the respondent to perform its continuing obligation to hand over possession of the allotted plot. Where possession has not been delivered, the breach does not necessarily come to an end merely because a letter offering an alternate unit was offered to the complainants. Offering an alternate unit cannot be considered as discharging the liability of the respondent towards the complainants. Moreover, no postal receipt or delivery proof has been annexed with the said letter dated 06.06.2018 on which the respondent is relying to raise the objection of limitation. The question of delay and laches has therefore to be examined with reference to the entire conduct of the parties and the subsisting obligation of the promoter. The complainants have specifically pleaded that he had addressed communications to the respondent from time to time seeking execution of the necessary agreement and delivery of possession. Therefore, the

submission of the respondent that the complainants have no cause of action cannot be accepted as a matter of fact. More importantly, where the promoter has failed to hand over possession, the cause of action arising from such failure may continue so long as the obligation remains unfulfilled. The Hon'ble Supreme Court in ***Kolkata West International City Pvt. Ltd. v. Devasis Rudra*, (2019) 18 SCC 613**, while dealing with prolonged failure to deliver possession, held that it would be unreasonable to construe the contractual relationship as requiring a buyer to wait indefinitely for possession. The Court recognised that a buyer can be expected to wait for a reasonable period, but prolonged failure to deliver possession gives rise to a continuing grievance. The reliance placed by the respondent upon ***Janak Mehta & Anr. v. M/s Parsvnath Developers Ltd.*, Appeal No.552 of 2026, decided on 31.08.2026**, has also been considered. However, the applicability of any decision concerning delay and laches depends upon the factual circumstances of that particular case, including the nature of the relief claimed, the conduct of the allottee, subsequent correspondence between the parties and whether the promoter's obligation remained subsisting. The complete facts and ratio of the said judgment therefore have to be examined before

applying it to the present case. Further, the Authority places reliance upon the judgement of Apex court in "***Civil Appeal No. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise***" where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, the RE(RD) Act is a special enactment with particular aim and object covering certain issues and violations relating to the housing sector. Further, provisions of the Limitation Act, 1963, would not be applicable to the proceedings under the RE(RD) Act, 2016, as the Authority set up under that Act being quasi-judicial and not a Court. The respondent/promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.

(iii) On perusal of the letter dated 06.06.2018, which the respondent has relied upon, it is observed that the respondent company has itself accepted that it is not able to hand over the possession of the plot to the complainants. No concrete or clear reason for the same has been mentioned in the said letter. A promoter, cannot be allowed to arbitrarily deny the possession of the booked plot to the complainants/allottees. Further the respondent has not raised any objection to the amount paid by the complainants, the statement of account annexed at Annexure

R-5 with the reply filed by the respondent clearly reflects the "total balance due" as zero (0). This clearly establishes the fact that the complainants have discharged their liability for the said plot. The consequences of prolonged failure to deliver possession have to be considered in accordance with Section 18 of the Act and the relief sought by the allottees. The Hon'ble Supreme Court in ***Fortune Infrastructure (Now known as Hicon Infrastructure) v. Trevor D'Lima*, (2018) 5 SCC 442**, and ***Kolkata West International City Pvt. Ltd. v. Devasis Rudra*, (2019) 18 SCC 613**, has recognised that an allottee cannot be compelled to wait indefinitely for possession where the delay has become unreasonable. The principle is that the allottee must have an effective remedy where possession is not delivered within a reasonable period.

(iv) Regarding receiving of Part Completion Certificates for the project measuring approximately 927 acres approx. on 23.01.2008, 18.11.2013 and 22.09.2017, it is observed that mere issuance of a part completion/completion certificate cannot be treated as conclusive proof that the project has been developed in accordance with the promises and obligations undertaken by the promoter. If the allottees still have genuine grievances regarding incomplete development works, lack of promised

amenities or non-fulfilment of obligations by the promoter, such grievances can very well be examined by this Authority notwithstanding the issuance of such Part Completion Certificate. The actual status of development is always subject to verification by the Authority to determine whether the promoter has discharged all its obligations. Therefore, the objection raised by respondent on the basis of part completion certificate is not sustainable and the Authority continues to have jurisdiction to adjudicate upon the grievances of the allottee regarding non-performance or deficiency in development works.

(v) Further, the respondent has also failed to execute the Builder Buyer Agreement due to some dispute regarding the land on which the plot of the complainants is situated. The execution of the BBA is primarily the responsibility of the promoter/respondent and the respondent. As also mentioned above, the letter dated 06.06.2018 bears no postal receipt, courier receipt, tracking report, or any other proof of dispatch and delivery has been placed on record to establish that the said offer was ever communicated to the complainants. The offer of an alternative plot made in the year 2018 also does not cure the continuing failure of the respondent to deliver possession of the

originally allotted plot. Moreover, the respondent has not placed on record any material to show that a specific alternative plot, along with its particulars such as plot number, location, size, and status of development, was actually offered to the complainants for consideration and acceptance. In the absence of any definite and concrete alternative allotment, the alleged offer cannot be treated as a valid substitute for the respondent's obligation to hand over possession of the allotted plot. The respondent itself acknowledges its inability to hand over possession of the allotted plot. The respondent's inability to offer possession of the allotted plot for an indefinite period amounts to deficiency in service and failure to fulfil its obligations towards the complainants.

22. In the present case, the complainants have consistently sought possession and have specifically expressed their willingness to continue with the allotment. Therefore, the case falls within the second part of Section 18(1) of the Act. The respondent is consequently liable to hand over the possession of the allotted plot, subject to compliance with the statutory requirements and obtaining the requisite approvals from the competent authority along with delay interest.

23. As regards the date from which the complainants are entitled to delayed possession interest, no specific clause, term or condition or any other document has been placed on record by the complainants. The Authority observes that the booking for the plot in question was made in favour of the allottees on 25.10.2005 as observed from the copy of the statement of account filed by the respondent. Builder Buyer Agreement has not been executed till date and there is no clause pertaining to the deemed date of possession in the allotment letter/booking form. In absence of a specific clause for the deemed date of possession, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainants. In ***Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya***, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "***2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.***"' in which it has been observed that period of three years is reasonable time for completion of construction work and delivery of possession. In the present complaint, the plot was booked on 25.10.2005. Accordingly, taking a period of three years from the date of booking, as a reasonable time to complete development works in the project and to handover possession to the complainants, the deemed date of possession comes to 25.10.2008. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification.

24. The Authority observes that the respondent has severely misused its dominant position. The respondent has offered alternate possession in the year 2018 i.e. after delay of almost 13 years from the date of booking and that too without obtaining occupation certificate/completion certificate. Hence, the said offer was not valid in the eyes of law. Even today, the respondent is not able to offer valid possession to the complainants and has not even specified the valid reason/ground for not offering the possession of the booked plot. The complainants are interested in getting the possession of the booked plot and do not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act, 2016, clearly come into play by virtue of which while exercising the option of taking possession of the plot, the allottee can also demand delay interest along with monthly interest and the respondent is liable to pay the same for the entire period of delay caused at the rates prescribed. For ready reference, the provisions of Section 18 is reproduced below:

Section 18 - Return of amount and compensation

"(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) *in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment,*

plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

25. So, the Authority hereby concludes that the complainants are entitled for the delay interest from the deemed date of possession i.e. 25.10.2008 to the date on which a valid offer is to be sent to the complainants after obtaining occupation certificate/completion certificate.

26. 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;

27. 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".

28. 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. 13.11.2026 is 8.95%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.95%.

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

Sr. No.	Principal Amount	From Deemed date of possession or date of payment whichever is later	Interest Accrued till 13.11.2026
1.	₹37,37,100/-	25.10.2008	₹73,92,731/-
2.	₹6,73,395/-	24.03.2011	₹11,54,334/-
	Total Delayed Interest		**₹85,47,065/-**
	Monthly interest		**₹41,018/-**

30. It is clarified that the total amount paid by the complainants has been considered as ₹44,10,495/- as derived from the statement of account dated 29.04.2026 filed by the respondent and the same has not been objected to by the complainants.

31. The other reliefs were not pressed upon by the complainants in the complaint or during the course of arguments, therefore, no observations are being made in that regard.

J. DIRECTIONS OF THE AUTHORITY

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

(i) Respondent is directed to pay upfront delay interest of ₹85,47,065/- to the complainants towards delay already caused in handing over the possession till the date of order and further

monthly interest of ₹41,018/- till the date of valid offer of possession after receipt of Occupation/Completion 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) Both the parties are directed to settle the receivables and payables, if any as per agreed terms and conditions.

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

(CHANDER SHEKHAR)
MEMBER

13.11.2026
Narinder Kaur
(Law Associate)