



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2534 of 2022
Date of filing:	27.09.2022
Date of first hearing:	07.02.2023
Date of decision:	01.08.2023

Neelam Goel W/o Sh. Sandeep Goel
R/o House No. 243, Plot no. 28, Veer Apartments
Sector-13, Rohini, New Delhi-110085

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Limited.
Vandana Building, Upper Ground Floor
11, Tolstoy Marg, Connaught Place,
New Delhi- 110001

....RESPONDENT(S)

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....RESPONDENT(S)

CORAM: **Dr. Geeta Rathee Singh** **Member**
 Nadim Akhtar **Member**

Present: - Mr. Yashaswi SK Chocksey, Counsel for the
 complainants through VC
 Mr. Shubhnit Hans, Counsel for the respondent through
 VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Both of captioned complaints are taken up together for hearing as they involves same issues pertaining to same project and against one respondent only-TDI Infrastructure Ltd. This order is passed taking complaint no. 2534/2022-Neelam Goel vs TDI Infrastructure Ltd as a lead case.
2. Present complaint was filed on 27.09.2022 by complainant under Section 31 of The Real Estate (Regulation & 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

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

S.No.	Particulars	Details
1.	Name of the project	Park Street, Sector-19, Village Kamaspur, District Sonapat, Haryana
2.	RERA registered/not registered	Not registered.
3.	DTCP License no.	999-1002 of 2006
	Licensed area	8.31 acres
4.	Unit no.(Shop)	GF-191
5	Unit area	577.51 sq. ft.
6.	Date of allotment	21.02.2007
7.	Date of builder buyer agreement	17.11.2011
8.	Due date of offer of possession (24+6 months)	17.05.2014
9.	Possession clause	Clause 4.1 That, the seller shall try to devolve the ownership of the unit upon purchaser within twenty four months from the date of sanctioning of the building plans for the said complex(handing over period) which handing over period can further be



		extended by another six months, which shall be treated as the grace period.
10.	Total sale consideration	₹ 27,43,172/-
11.	Amount paid by complainants	₹ 22,41,826/-
12.	Offer of possession	No offer.

B. FACTS OF THE COMPLAINT

4. Facts of complaint are that original allottee Mr. Ashok Ahuja booked a shop in the project- Park Street, Village Kamaspur, Sonipat of the respondent by paying Rs 4,50,000/- on 16.05.2006. Thereafter, second allottee Mr. Raj Kumar purchased allotment rights of shop in year 2008. Subsequently allotment rights were purchased by complainant on 11.11.2010. Allotment of shop no. GF-191 having area 577.51 sq. ft. in respondent's project on 21.02.2007 in favor of original allottee got endorsed in favor of complainant on 11.11.2010.
5. Builder buyer agreement was executed between the parties on 17.11.2011. Complainant had no say in terms and conditions of said agreement. Further it is submitted that the buyer's agreement was belatedly executed by the respondent in year 2011 despite substantial payments being made from an earlier dates w.e.f 16.05.2006. As per the terms and conditions of the agreement, the possession was to be provided by 17.05.2014 whereas fact remains that respondent has not



offered the possession of the unit till date. An amount of Rs 22,41,826/- has already been paid to the respondent which is admitted in statement of account annexed as Annexure P-17 to complaint. Out of said amount, last paid amount was Rs 2,74,317/- to respondent on 13.01.2015 which was raised by respondent on account of 'Start of casting of second floor roof'. It implies that Shop was completely constructed and only internal construction such as plastering and electrical fittings remained on the site.

6. That after lapse of 9 years from deemed date of possession the respondent has not completed the project without assigning any specific reasons/justifications. Therefore, complainant is left with no other option but to approach this Authority. Hence the present complaint has been filed.

C. RELIEF SOUGHT

7. Complainant in her complaint has sought following relief:
 - i. Direct respondent to handover the possession of Shop no. 191, GF, in project-Park Street situated at Sector-19, Main National Highway-1, Kamaspur, Sonipat, Haryana comprising supr built up area of 577.51 sq ft at the earliest preferably within a period of 1 month to the complainant.
 - ii. Direction to respondent to execute conveyance deed/transfer of ownership deed in favor of the complainant.



iii. Direct the respondent to pay interest to the complainant on the amounts paid from the date of payment till the date of possession of the shop @21%.

iv. In the alternative, to refund the complete amount paid by complainant alongwith interest @21% per annum from the date of payments by the complainant i.e. 16.05.2006 till the date of actual refund by respondent.

v. Direction to the respondent to pay all arrears and dues to concerned Authorities without collecting any more money from the complainant.

vi. Direction to the respondent to complete all formalities and pay necessary fees for procuring adequate water connections and other incomplete amenities.

vii. Direction to the respondent to pay compensation of Rs 10,00,000/- to the complainant for harassment and sufferings due to absence of amenities, non-maintenance of project, delay in execution of conveyance deed, etc. alongwith interest @21% from the date of award till actual payments.

viii. Levy a penalty of 10% of the total cost of project on respondents fro not registering the project under the Act.



ix. Levy a penalty of 5% of the total cost of project on respondents for violations of various provisions of the Act

x. Direction to the respondent to make such payment within a period of 90 days from the date of order/judgment in terms of Section 16 of the Haryana Real Estate (Regulation and Development) Rules, 2017.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 07.02.2023 pleading therein:

8. That due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely- Park Street, Sector-19, Village Kamaspur, Sonipat, Haryana.
9. That when the respondent Company commenced the construction of the said project, the RERA Act was not in existence, therefore, the respondent Company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. That the provisions of RERA Act are to be applied prospectively. Therefore, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.
10. That the respondent has applied for grant of occupation certificate with respect to the present project and same is awaited. Further, it is submitted that the application for registration of the project in question has been filed and the same is pending consideration before Authority.



11. That complainant herein is an investor has accordingly invested in the project of the Respondent Company for the sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.
12. That handing over of possession has always been tentative and subject to force majeure conditions and the complainant has been well aware about the same as clearly stipulated in the builder buyer agreement.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

13. During oral arguments learned counsel for the complainant insisted upon possession of booked shop alongwith delay interest stating that complainant wants to stay with the project and is interested only in possession of booked shop. Learned counsel for the respondent reiterated arguments as were submitted in written statement and further submitted that project in which booked shop is located is at standstill from last 3-4 years, however the structure of the shops is ready but it is not complete. He stated upon instructions that project will take time to get it completed and since then awarding of delay interest for indefinite period is not justified.

F. ISSUES FOR ADJUDICATION

14. Whether the complainant is entitled to possession of booked shop alongwith delay interest in terms of Section 18 of Act of 2016?



F. OBSERVATIONS AND DECISION OF THE AUTHORITY

15. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) With regard to plea raised by the respondent that provisions of RERA Act,2016 are applicable with prospective effect only and therefore same were not applicable as on 21.02.2007 when the complainant was allotted shop no. GF-191, Park Street, Sector-19, Sonipat, it is observed that issue regarding operation of RERA Act,2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*. Relevant part is reproduced below for reference:-

"47. The legislative power to make the law with prospective/retrospective effect is well recognized and it would not be permissible for the appellants/promoters to say that they have any vested right in dealing with the completion of the project by leaving the allottees in lurch, in a helpless and miserable condition that at least may not be acceptable within the four corners of law.

48. The distinction between retrospective and retroactive has been explained by this Court in Jay Mahakali Rolling Mills Vs. Union of India and Others, which reads as under:-

"8. "Retrospective" means looking backward, contemplating what is past, having reference to a statute



or things existing before the statute in question. Retrospective law means a law which looks backward or contemplates the past; one, which is made to affect acts or facts occurring, or rights occurring, before it comes into force. Retroactive statute means a statute, which creates a new obligation on transactions or considerations or destroys or impairs vested rights."

49. Further, this Court in **Shanti Conductors Private Limited and Another Vs. Assam State Electricity Board and Others**, held as under:-

"67. Retroactivity in the context of the statute consists of application of new rule of law to an act or transaction which has been completed before the rule was promulgated.

68. In the present case, the liability of buyer to make payment and day from which payment and interest become payable under Sections 3 and 4 does not relate to any event which took place prior to the 1993 Act, it is not even necessary for us to say that the 1993 Act is retroactive in operation. The 1993 Act is clearly prospective in operation and it is not necessary to term it as retroactive in operation. We, thus, do not subscribe to the opinion dated 31-8-2016 [Shanti Conductors (P) Ltd. v. Assam SEB, (2016) 15 SCC 13] of one of the Hon'ble Judges holding that the 1993 Act is retroactive."

50. In the recent judgment of this Court rendered in the case of **Vineeta Sharma Vs. Rakesh Sharma and Others'** wherein, this Court has interpreted the scope of Section 6(1) of the Hindu Succession Act, 1956, the law of retroactive statute held as under:-

"61. The prospective statute operates from the date of its enactment conferring new rights. The retrospective statute operates backwards and takes away or impairs vested rights acquired under existing laws. A retroactive statute is the one that does not operate retrospectively. It operates in futuro. However, its operation is based upon the character or status that arose earlier. Characteristic



or event which happened in the past or requisites which had been drawn from antecedent events. Under the amended Section 6, since the right is given by birth, that is, an antecedent event, and the provisions operate concerning claiming rights on and from the date of the Amendment Act."

51. Thus, it is clear that the statute is not retrospective merely because it affects existing rights or its retrospection because a part of the requisites for its action is drawn from a time antecedent to its passing, at the same time, retroactive statute means a statute which creates a new obligation on transactions or considerations already passed or destroys or impairs vested rights.

52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the



Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016.”

(ii) The objection of the respondent that the project in which the complainant is seeking possession is not registered with this Hon'ble Authority and therefore this Hon'ble Authority does not have jurisdiction to entertain the present complaint. This issue that whether this Authority has jurisdiction entertain the present complaint as the project is not registered has been dealt and decided by the Authority in **complaint no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsvnath Developers Ltd.** Relevant part of said order is being reproduced below:

“Looked at from another angle, promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e. defaulter towards allottees as well as violator of Sector 3 of the Act. The argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot avail benefit of summary procedure provided under the RERA Act for redressal of their grievances. It is a classic



argument in which violator of law seeks protection of law by misinterpreting the provisions to his own liking.

14. *The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.*

15. *For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent promoter is accordingly rejected."*

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



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

Section 2(d) of the RERA Act:

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

(iv) In view of the above-mentioned definition of "allottee" as well as upon careful perusal of allotment letter dated 21.02.2007, it is clear that complainant is an "allottee" as shop bearing no. GF-191 in the real estate project "Park Street, Sector-19", Sonipat was allotted to her by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be a party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for



investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as **M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of promoter that allottees being investor are not entitled to protection of this Act also stands rejected.

(v) Admittedly, complainant in this case had purchased the booking rights qua the shop in question in the project of the respondent in the year 2010 against which an amount of ₹ 22,41,826/- already stands paid to the respondent. Out of said paid amount, last payment of Rs 2,74,317/- was made to respondent on 13.01.2015 by the complainant which implies that respondent is in receipt of total paid amount since year 2015 whereas fact remains that no offer of possession of the booked shop has been made till date.

(vi) In the written statement submitted by the respondent, it has been admitted that possession of the booked shop has not offered till date to the complainant. With respect to status of handing over of possession, it is submitted that the respondent had applied for grant of occupation certificate with respect to the project in question but the same is awaited. In regard to delay



caused, it is submitted that deemed date of possession was tentative and was subject to force majeure. Though no reason/factor attributed for causing delay in offer of possession has been specified in the written statement. Mere writing of force majeure for causing delay in offering the possession is not sufficient to justify the delay caused.

(vii) Authority observes that the builder buyer agreement was executed between the parties on 17.11.2011 and as per terms of clause 4.1, the possession was to be delivered upto 17.05.2014. Fact remains that possession has not been offered to complainant till date for the reason that project is lying incomplete. In present situation, respondent failed to honour its contractual obligations without any reasonable justification.

(viii) Complainant is insisting upon possession of booked shop as structure of the shop is ready. At the time of arguments, it has been admitted by both the parties that basic structure of shop is ready but the constriction part is not complete. It has been stated by Id. Counsel for respondent that construction of the project is at standstill stage from last 3-4 years and it is not known as to how much further time will be taken to complete the project and deliver possession of the booked shop to the complainant. In this regard, Authority observes that it is the respondent who has failed to



develop/complete the booked shop till date. However, no such circumstances has been specified in written statement/ oral arguments which can be relied upon to convince the Authority that physical possession of the booked shop is actually not possible. Moreover, it is not the case that project has been completely abandoned by the respondent and license for the same has been surrendered. Complainant-allottee has duly paid the demanded amount to the respondent to the tune of Rs 22 lacs for the booked shop under a construction linked plan. Respondent-developer should not have taken the amount if the project was not going to be constructed by it. As of today, complainant-allottee wants to stay with the project and respondent is duty bound to develop the project unless license to develop the project stands surrendered.

(ix) In the present complaint, the complainant intends to continue with the project and are seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act, Section 18 (1) proviso reads as under :-

“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-

.....

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”.



(x) The definition of term 'interest' is defined under Section 2(z) 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;

(xi) The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

(xii) 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 i.e. 01.08.2023 is 8.75%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.75%.



(xiii) 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".

(xiv) The Authority observes that the respondent has severely misused its dominant position. Deemed date of possession in terms of builder buyer agreement is 17.05.2014. Now, even after lapse of 9 years respondent is not able to offer possession to the complainant. Respondent has not even specified the valid reason/ground for not offering the possession of the booked shop except that the construction is at standstill stage from last 3-4 years that too without any justifiable issue. Complainant however is interested in getting the possession of the booked shop. She does not wish to withdraw from the project. In the circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising option of taking possession of the unit the allottee can also demand, and respondent is liable to pay, monthly interest for the entire period of delay caused at the rates



prescribed. The respondent in this case has not made any offer of possession to the complainant till date nor has obtained the completion certificate of the project in question. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date i.e. 17.05.2014 to the date on which a valid offer of possession is sent to her after obtaining completion/occupation certificate. Further, respondent is duty bound to get conveyance deed of unit executed within reasonable time of valid offer of possession.

16. 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 10.75% till in both complaints as per detail given in the tables below:

Complaint no. 2534/2022- Complainant claims to have paid amount of Rs 22,39,222/- as per para 17 of complaint file. However, as per statement of account dated 12.01.2021, total paid amount is Rs 22,41,826/- and it is taken as final amount for calculation of interest.

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 01.08.2023
1.	₹ 19,50,033/-	17.05.2014	19,32,029/-
2.	₹ 2,74,317/-	13.01.2015	2,52,313/-
3.	₹ 17,476/-	26.09.2017	10,994/-
	Total = ₹		₹ 21,95,336/-



	22,41,826/-		
4.	Monthly interest		₹ 19,808/-

Complaint no. 2536/2022

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 01.08.2023
1.	₹ 27,43,967/-	22.08.2014	26,40,241/-
2.	₹ 28,331/-	26.09.2017	17,823/-
	Total = ₹ 27,72,298/-		₹ 26,58,064 /-
3.	Monthly interest		₹ 24,495 /-

17. Accordingly, the respondent is liable to pay the upfront delay interest of Rs. 21,95,336/- to the complainant towards delay already caused in handing over the possession. Further, on the entire amount of Rs. 22,41,826/- monthly interest of Rs. 19,808/- shall be payable up to the date of actual handing over of the possession after obtaining completion certificate. The Authority orders that the complainant will remain liable to pay balance consideration amount to the respondent when an offer of possession is made to them.

18. The complainant is seeking compensation on account of mental agony, torture, harassment caused for delay in possession, deficiency in services and cost escalation. It is observed that Hon'ble Supreme Court of



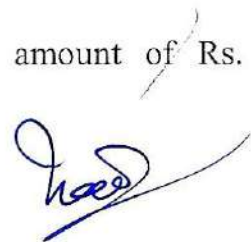
India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

19. Ld. counsel for complainants has neither argued nor pressed upon the reliefs claimed in clause v, vi, viii and ix of the relief sought.

I. DIRECTIONS OF THE AUTHORITY

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

- (i) Respondent is directed to pay upfront delay interest of Rs. 21,95,336/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of Rs.



22,41,826/- monthly interest of Rs. 19,808/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate. Further, respondent is duty bound to get conveyance deed of unit executed within reasonable time of valid offer of possession not later than three months.

(ii) Complainant will remain liable to pay balance consideration amount to the respondent at the time of possession offered to them.

(iii) The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e, 10.75% by the respondent/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

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


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


.....
NADIM AKHTAR
[MEMBER]