



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	855 of 2022
Date of filing:	25.05.2022
First date of hearing:	02.08.2022
Date of decision:	22.08.2023

Ajay Kumar

R/o 2, Central Lane,

Bengali Market, Rear Side,

Connaught Place,

New Delhi-110001

.....COMPLAINANT

Versus

Housing Board Haryana

R/o C-15, Awas Bhawan,

Sector 6 Panchkula,

Haryana

.....RESPONDENT

CORAM: Dr. Geeta Rathee Singh

Member

Nadim Akhtar

Member

Present: - Sh. Ram Yadav Advocate, learned counsel for the complainant through VC.

None for the respondent.

ORDER (NADIM AKHTAR –MEMBER)

1. Present complaint was filed on 25.05.2022 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 there under, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill 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 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	Built-up modern single-storey houses on hire purchase basis
2.	Location of the project	Sisoth, Mahendragarh
3.	Nature of the Project	Single storey houses
4.	RERA registered/not registered	Un-registered



5.	Category of houses	Type-I, Type II, Type- III
6.	Allotment letter	05.09.2019
7.	Deemed date of possession	06.04.2015 Note- Prospectus 2011 is undated. Therefore, Authority is of the view that respondent promoter accepted first payment made by complainant by way of booking amount for a unit in the project. Thereafter, second instalment was demanded and complainant paid the same. Authority presumes that respondent promoter should have begun construction of the project when second instalment was demanded. Accordingly, the date of second instalment is being taken as date of commencement of period of contract. Accordingly, taking period of 3 years from the date of second instalment, i.e., 06.04.2012 charged by the respondent, as reasonable time to complete development works in the project.
8.	Total sale consideration	₹21,90,000/-
9.	Amount paid by complainant	₹10,31,000/- (As per original complaint book) ₹11,99,000/- (As per application dated 02.08.2023)



10.	Offer of possession	Not made
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B. FACTS OF THE CASE AS STATED IN THE COMPLAINT FILED BY THE COMPLAINANT

3. That in the year 2011, respondent namely; Housing Board Haryana vide its prospectus-2011, circulated an advertisement in newspaper for inviting applications for allotment of built up modern single storey Houses on hire purchase basis at Sisoth, district Mahendergarh, Haryana for registration from the period of 11.04.2011 to 10.05.2011 for residents of Village Sisoth in three categories of houses Type I, Type II, Type III to be build up on the land provided by Village Panchayat of Sisoth.
4. That in pursuance of said prospectus and advertisement complainant had applied for allotment of respective category of house i.e., Type III category of house in project of respondent situated at Sisoth, Mahendergarh and for which he had paid a booking amount of ₹2,19,000/- on 09.05.2011.
5. That complainant had paid total amount of ₹10,31,000/- for said plot till 26.02.2021 against tentative price of ₹21,90,000/- mentioned in the prospectus, annexed as "Annexure C-1" of complaint file. Copies of receipts have been annexed as "Annexure C-2". As per clause 5 of the said prospectus,



the respondent was under statutory obligation to complete the said house in respect of allotment and possession by December 2013 but no possession has been delivered to the complainant within specified time.

6. That after the lapse of six years, an allotment letter was issued to the complainant on 05.09.2019 in which the respondent arbitrarily enhanced the cost of house for more than 40% to 51% of the original cost of the house without any legal justification. Later, the respondent within a month and a half of the issue of allotment letter, arbitrarily issued show cause notice dated 18.10.2019 for cancellation of the tenement allotment of the complainant. A copy of the said show cause notice dated 18.10.2019 for cancellation of allotment is annexed as "Annexure C-4". Respondent later on issued another allotment letter dated 27.05.2020, annexed as "Annexure C-5", with such additional charges like cost of HPTA interest, GST, Corpus fund and liability on cost as were not mentioned in the earlier issued allotment letter.
7. That house allotted to the complainant was not fully constructed and even at present it is in dilapidated and uninhabitable condition. Therefore, feeling aggrieved about the conduct of the respondent, complainant has filed present complaint for withdrawal of additional demands and to issue directions to the



respondent to deliver possession as per the terms and conditions contained in the prospectus.

C. RELIEF SOUGHT

8. In view of the facts mentioned in complaint book, the complainant prays for the following:
- i. Direct the respondent(s) to allot/rebuild the house/flat as per the terms and conditions contained in the prospectus;
 - ii. Direct the respondent that the demand for additional deposit should be withdrawn and flat/house should be allocated to the complainant at the original cost as agreed upon in the prospectus;
 - iii. Grant the payment of damages/compensation to the applicant, as per the agreement, for the delay in period of handing over the flat/house;
 - iv. Direct the respondent to issue fresh demand letter of allotment, once the project/house/flat is rebuilt/constructed with all conveniences and amenities according to terms of prospectus without any interest and liability and other taxes which are not applicable to this projects/houses;
 - v. Grant any other relief in favour of the complainant as the Hon'ble Authority deem fit and proper in the fact and circumstances of the case.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

9. As per office record notice dated 26.05.2022 to respondent was successfully delivered on 30.05.2022. Thereafter, case was listed for hearing on 02.08.2022, 18.10.2022, 22.12.2022, 25.04.2023, 02.08.2023. However, respondent has not filed his reply till date. Today also, respondent has neither appeared nor has filed any reply. Since the proceedings before this Authority are summary proceedings and sufficient opportunities have already been granted to the respondent to file reply, however, no reply has been filed. Therefore, respondent defense is struck off and matter is decided on the basis of documents on record.

E. ISSUES FOR ADJUDICATION

10. Whether respondent be directed to allot/rebuild the house/flat as per the terms and conditions contained in the prospectus?

F. OBSERVATIONS AND DECISION OF THE AUTHORITY

11. On perusal of the file and submissions made by complainant during hearings, it is observed by the Authority that captioned complaint was heard at length on 22.12.2022, whereby the Authority had decided to dispose of the captioned complaint in terms of order dated 06.01.2022 passed in Complaint no. 148 of 2021 titled as "Harphool Singh versus Housing Board, Haryana" by the



Authority. However, while perusing the complaint file, it was observed that the complainant alleged that he had paid an amount of ₹10,31,000/-, whereas, complainant had placed on record, receipts of ₹4,83,000/- only. In absence of receipts, the Authority couldn't ascertain dates on which amounts were paid. Therefore, in order to settle the controversy and to calculate the upfront interest on the amount paid by the complainant, Authority directed the complainant to place on record all receipts issued by the respondent of the paid amounts. In compliance, complainant filed an application dated 02.08.2023 in the registry of Authority, vide which complainant has stated that earlier in the original complaint, complainant had alleged that an amount of ₹10,31,000/- stands paid by the complainant to the respondent. However, after passing orders from Authority for placing on record complete receipts, it has come to the knowledge of the complainant that he had actually paid an amount of ₹11,99,000/- to respondent for booking of the unit in question. Accordingly, now, he had prayed that while taking into consideration, the fact that complainant had filed complete receipts amounting to ₹11,99,000/-, be considered as total payment made to the respondent by the complainant. Further, he stated that modification of order dated 22.12.2022 be allowed to



the extent that the total payment made by the complainant should be considered as ₹11,99,000/- and subsequent relief be allowed.

12. Perusal of application dated 02.08.2023, reveals that complainant has attached proper receipts of the paid amount in his application, wherein it is established that he had paid an amount of ₹11,99,000/- in total to respondent. Accordingly, Authority allows the prayer of complainant and consider an amount of ₹11,99,000/- as total paid amount by the complainant for the unit booked.
13. In view of above, Authority observes that all issues raised/reliefs sought by complainant in captioned complaint were dealt by the Authority in detail, vide order dated 22.12.2022. The only issue left to be decided was the amount of delay interest to be granted to the complainant, for which complainant had already filed complete receipts vide application dated 02.08.2023. Now, Authority deems appropriate to dispose of the captioned complaint by granting finality to the earlier passed order dated 22.12.2022. Further, Authority directs that said order to be read as part of this order. Said order dated 22.12.2022 is reproduced below for ready references:

"FACTS OF THE CASE AS STATED IN THE COMPLAINT FILED BY THE COMPLAINANT"



3. That in the year 2011, complainant had applied for allotment of respective categories of houses i.e., Type III category of houses in project of respondent situated at Sisoth, Mahendergarh and for which he has paid booking amount of Rs. 2,19,000/- on 09.05.2011.
4. That complainant has paid total amount of Rs. 10,31,000/- for said plot till 26.02.2021 against tentative price of Rs. 21.90 lakhs mentioned in the prospectus annexed as Annexure C-1 of complaint file. Copies of receipts has been annexed as Annexure C-2. As per clause 5 of the said prospectus, the respondent was under statutory obligation to complete the said house in respect for allotment and possession by December 2013 but no possession has been delivered to the complainant within specified time.
5. That after the lapse of six years, allotment letter was issued to the complainant on 05.09.2019 in which the respondent has arbitrarily enhanced the cost of houses for more than 40% to 51% of the original cost of the houses without any legal justification. Later, respondent within a month and half of the issue of allotment letter, arbitrarily issued show cause notice of 18.10.2019 for cancellation of the tenement allotment of the complainant. A similar copy of the said show cause notice dated 18.10.2019 for cancellation of allotment is annexed as Annexure C-4. Respondent later on issued another allotment letter dated 27.05.2020, annexed as Annexure C-5, with such additional charges like cost of HPTA interest, GST, Corpus fund and liability on cost as were not mentioned in the earlier issued allotment letter.
6. That house allotted to the complainant was not fully constructed and even at present it is in dilapidated and uninhabitable condition. Therefore, feeling aggrieved on the conduct of the respondent, complainant has filed present complaint for withdrawal of additional demands and to issue directions to the respondent to



deliver possession as per the terms and conditions contained in the prospectus.

RELIEF SOUGHT

7. Complainant has sought following reliefs:

- i) *direct the respondent to allot the house as per the terms and conditions contained in prospectus.*
- ii) *direct the respondent to issue fresh letter of allotment, once the project/house is rebuilt with all conveniences and amenities according to terms of prospectus without any interest and liability and other taxes which are not applicable to this project.*

8. *As per office record, notice was successfully delivered to respondent promoter on 30.05.2022. But he has not filed his reply till date. On last hearing dated 11.10.2022, respondent was given last opportunity to appear before the Authority and file reply failing which its defence will be struck off on the next date of hearing. Today, none has appeared on behalf of the respondent and reply has not been filed till date. Therefore, Authority decides to strike off their defence and proceed the case ex-parte, based on the facts available on record.*

JURISDICTION OF THE AUTHORITY

The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

I. *Territorial jurisdiction*

As per notification no. 1/92/2017-ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Haryana, Panchkula shall be the rest of Haryana except Gurugram for all purposes with office situated in Panchkula. Therefore, this authority has completed territorial jurisdiction to deal with the present complaint.

II. *Subject matter jurisdiction*



Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

(4)The promoter shall— (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

34. Functions of Authority.—The functions of the Authority shall include to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder;

So, in view of the Provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

9. *During oral arguments, learned counsel for the complainant apprised the Authority that present complaint is similar to complaint no. 148 of 2021 titled as "Harphool Singh versus Housing Board Haryana" and complainant are entied for the similar relief as granted by this Authority in complaint no.148 of 2021. So, he requested to dispose of the present complaint in terms of the aforesaid complaint.*

ISSUES FOR ADJUDICATION



10. Whether the respondent be directed to issue fresh letter of allotment, with all conveniences and amenities according to terms of prospectus without any interest and liability and other taxes which are not applicable to this project.

OBSERVATIONS AND DECISION OF THE AUTHORITY

11. "Considering the submissions of the complainant and perusal of the file, Authority is satisfied that issues and controversies involved in this complaint are of similar nature as Complaint no.148 of 2021 titled as "Harphool Singh versus Housing Board Haryana. Therefore, present complaint deserves to be disposed of in terms of said order passed by Authority in Complaint no. 142 of 2021 relevant part of the said order is reproduced below for ready reference:

"Captioned complaints have been taken up together as grievances and facts involved are identical and against the same project of the respondent. Taking Complaint no. 148 of 2021 titled Harphool Singh Vs Haryana Housing Board, as the lead case, facts averred are that complainant agreed to purchase an apartment in respondent's project situated at Sisoth, Mahendergarh for which booking was made on 10.05.2011 after paying a booking amount of Rs. 2,19,000/-. Complainant already paid an amount of Rs. 4.35,000/- for said plot against tentative price of Rs. 17.36 lakhs mentioned in the prospectus annexed as Annexure C-I of complaint file. As per said prospectus, house was likely to be available for allotment by December 2013 but allotment letter was issued to the complainant on 05.09.2019, without giving any reasonable explanation. Moreover, possession has not been delivered till date. Respondent had rather issued a show cause notice dated 18.10.2019 for



cancellation of said house on account of non payment of dues. Respondent later on issued another allotment letter dated 27.05.2020, annexed as Annexure C-5, with such additional charges like liability on cost as were not mentioned in the earlier issued allotment letter. Feeling aggrieved, complainant has filed present complaint for withdrawal of additional demands and to issue directions to the respondent to deliver possession. It was also alleged by the complainant that house allotted to him was not fully constructed and is currently inhabitable, being in a bad shape.

2. *Main explanation furnished by complainants for not accepting possession is that respondent alongwith offer of possession had raised additional demand towards payment of GST charges, Corpus fund and cost escalation charges. These charges, according to the complainants, are not payable because GST liability came into existence only after lapse of deemed date of possession and respondent was not discharging his duty to transfer already collected amount of corpus funds to existing Residential Welfare Association (RWA). Another explanation put forth for not accepting offer was that house allotted to the complainant was not fully constructed and even at present it is in dilapidated and uninhabitable condition. In support of his plea complainant filed rejoinder dated 01.07.2021 furnishing latest photograph of the allotted house showing defective construction and the risk it poses to the life of allottee.*

Learned counsel for the complainant further submitted that vide orders dated 25.08.2021 Authority had directed both parties to conduct joint inspection of the houses allotted to the



complainants. On the hearing dated 28.10.2021 both parties had submitted their respective reports along with CDs containing videography of joint inspection carried out whereby Authority had observed that houses allotted to complainants are in uninhabitable condition and deficiencies existing in the units were taken on record. Observations recorded by the Authority in regard to joint inspection is reproduced below

Upon perusal of the report and CD it is evident that the houses allotted to the complainants are in an inhabitable condition and deficiencies revealed thereby are as under:

- (i) Plaster on walls of houses is damaged
- (ii) Heavy growth of weeds in the front and back courtyard of the houses
- (iii) Windows of the houses are damaged
- (iv) Plaster and concrete from roof at various places has fallen down exposing the underlying steel.
- (v) Several portions of houses require reinforcements.
- (vi) Overall condition of houses had deteriorated as the same remained locked and unmaintained for a long time."

Pursuant to the same Authority had directed the respondent to carry out requisite repair works and rectify all the deficiencies in the allotted houses and to submit a report in this regard on next date of hearing.

3. Today, Mr. Ram N Yadav, learned counsel for complainants, submitted that respondent has failed to comply with the orders dated 28.10.2021 of the Authority. It has been more than two months and respondent is yet to carry out any repair works or rectify deficiencies existing in the allotted houses. He alleged that respondent has blatantly refused to follow the directions issued by



this Authority by not even visiting the site in this two months period.

Learned counsel for complainant further submitted that houses allotted to the complainants are in pathetic condition and need massive repair works to make them habitable for residence. Therefore, he prayed to the Authority that respondent Haryana Housing Board, may be penalised for non compliance of the orders of the Authority and to issue them directions to offer possession of the allotted houses to the complainants after carrying out necessary repairing and finishing works.

- 4. On the other hand, respondent in his reply submitted that as per plan, house would have been available for allotment by 31.12.2013 but construction of the same got delayed awaiting requisite permission from forest department for removal of certain trees from the land. The matter remained pending before forest department from 2010 to 2013, and the permission was ultimately granted vide letter dated 05.04.2013. Thereafter construction of houses was taken up and completed in 2015. However, external development work at the site was completed by the concerned department by 30.04.2019. After completion of all development works, respondent promoter issued allotment letter/ possession letter to the successful allottees of draw of lots, including complainants in above mentioned complaints. The houses allotted to complainants were completed with all basic amenities by respondent in the year 2015 itself. He further submitted that possession of houses already stands offered to complainants along with the allotment letter dated 05.09.2019. It was the complainant who had to accept the said offer*



within 30 days from the date of issue of the allotment letter after payment of balance price which the complainant failed to do. Hence, respondent is not at fault for delay in offering possession of the allotted houses

He further submitted that as per directions of Hon'ble Authority both parties had conducted joint inspection of allotted houses and report in this regard has been placed before the Authority.

5. *Mr. Anil Garg, learned counsel for respondent, submitted that possession of the houses already stands offered to the complainants along with allotment letter dated 05.09.2019. It was the complainant who had to accept the said offer within 30 days from the date of issue of the allotment letter that too after payment of balance price which the complainant failed to do. Learned counsel for respondent averred that as per clause 10 of the brochure, houses were allotted to the complainants on "as is where basis" and any further claims or complaints regarding the condition of houses cannot be entertained by the respondent. Clause 10 of the brochure is reproduced below.*

"The allottee shall be entitled to delivery of possession of the houses only after he/she has completed all the formalities and paid all dues and furnished/ executed all the documents as required/prescribed. The houses will be handed over on "as is where is basis" and the Board will not entertain any claim for additions or alterations or any complaints, whatsoever regarding the condition of houses, price of houses, it design, the quality of material uses, workmanship, etc"



Learned counsel for respondent further apprised the Authority that respondent has filed an appeal before Hon'ble Appellate Tribunal, Chandigarh against orders of the Authority passed in above complaints.

- 6. After hearing both parties, Authority observes that as per the brochure issued by respondent houses should have been available for allotment by 31.12.2013 but allotment cum possession letter was issued to the complainants on 05.09.2019 i.e. after a delay of nearly six years. It is alleged by complainants that houses allotted to them were in a dilapidated condition and hence not fit for possession. In order to ascertain allegations put forth by complainants regarding uninhabitability of houses, Authority had ordered joint inspection of allotted houses by both parties. Report of joint inspection was placed before the Authority and upon perusal of said report Authority had observed that condition of houses allotted to the complainants was indeed dilapidated and they were to be made inhabitable before offering possession. Therefore, offer of possession sent to the complainants in the year 2019 was not a good offer in the eye of law in view of their uninhabitable condition, and the complainants could not have been forced to accept such an allotment/ offer of possession.*
- 7. In view of the deteriorated condition of the allotted houses, respondent was directed to carry out necessary repair and finishing works in the houses to make them habitable. However, as per submissions of learned counsel for complainant, respondent has failed to comply with the orders of Authority. Reason furnished by respondent Housing Board Haryana is that as per Clause 10' of the brochure houses were to be handed over on*



"as is where is basis" regardless of the condition of houses. Authority observes that such a clause is arbitrary, unreasonable and unfair clause. Respondent has to offer houses in habitable condition. As the photographs placed on record show, at present no human being can live in them. It is a matter of common sense and understood principle of law that property proposed to be offered has to be in usable condition. Complainants never contested to get dilapidated and uninhabitable houses. As it appears, at present they are in bad shape and maybe they are not even safe to live in. The plea of respondent that they have filed an appeal before Hon'ble Tribunal cannot be entertained at this stage because merely filing an appeal does not discharge respondent from their obligation to comply with the orders of the Authority. Respondent has only made a verbal statement in regard to filing of an appeal in Hon'ble Tribunal. Therefore, Authority directs the respondent to carry out all the necessary repair works and rectify existing deficiencies in the houses allotted to the complainants and upon completion of repair works respondent will issue fresh offer of possession to the complainants within six months of uploading of this order.

Further, for the delay occurred in handing over of possession, complainants are entitled to delay interest from deemed date of possession till actual offer of possession is issued to them respectively in terms of Rule 15 of HRERA Rules 2017 i.e SBI MCLR + 2% which works out to 9.30%.

8. *Now with regards to deemed date of possession, Authority observes that in the brochure issued to complainants, respondent has failed to clearly indicate as to when the houses will be ready for*



possession. It is only mentioned that houses are likely to be available for allotment by December 2013. Thus, in absence of proper builder buyer agreement, it cannot precisely be ascertained as to when possession of said plot was due to be given to the complainant. In Appeal no 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya, Hon'ble Tribunal has referred to observation of Hon'ble Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure(now known as M/s HiconInfrastructure) &Anr. in which it has been observed that period of 3 years is a reasonable time.

In above mentioned complaints, Authority observes that respondent promoter accepted first payment made by complainants by way of booking amount for a unit in the project. Thereafter, second instalment was demanded and complainants paid the same. Authority presumes that respondent promoter should have begun construction of the project when second instalment was demanded. Accordingly, the date of second instalment is being taken as date of commencement of period of contract. Accordingly, taking period of 3 years from the date of second instalment charged by the respondent, in respective cases as reasonable time to complete development works in the project, respective deemed date to handover possession of the houses to the allottees is being ascertained in each case.

9. On the basis of principle laid down in para 8 above, delay interest payable to each allottee from deemed date of possession till passing of order and monthly interest till actual offer of possession is calculated at the rate of 9.30% and is awarded



11. *Considering all written submissions as well as verbal submissions, Authority directs respondent to carry out requisite repair works and rectify all deficiencies existing in the allotted houses of the complainants within six months of uploading of this order. Thereafter, respondent shall issue a fresh offer of possession to the complainants duly incorporating therein the respective delay interest payable to all complainants upto the date of passing this order as calculated by the Accounts department of the Authority.*
12. *Authority accordingly would like to dispose of the present complaint with a direction to respondent to carry out requisite repair works and rectify all deficiencies existing in the allotted houses of the complainant within six months of uploading of this order and direct the respondent to issue a fresh offer of possession to the complainant duly incorporating therein the respective delay interest payable to the complainant upto the date of passing this order as calculated by the Accounts department of the Authority in terms of Section 18 of the RERA Act, 2016 and Rule 15 of RERA Rules, 2017."*
14. On the basis of principle laid down on para 8 of order dated 06.01.2022 in complaint no. 148 of 2021 above, delay interest payable to the allottee from deemed date of possession in captioned complaint comes out to be 06.04.2015 (3 years from the date of payment of second installment i.e. 06.04.2012) or date of payment whichever is later till today 22.08.2023 is calculate at the rate



of SBI MCLR + 2% which works out to be 10.75% (8.75% + 2%) and is awarded as shown in following table:

Sr. No.	Principal Amount	Date of payment	Deemed date of possession or date of payment whichever is later	Interest Accrued till 22.08.2023
1.	₹2,19,000/-	09.05.2011	06.04.2015	₹1,97,435/-
	₹3,29,000/-	06.04.2012	06.04.2015	₹2,96,603/-
	₹3,29,000/-	31.12.2019	31.12.2019	₹1,28,970/-
	₹2,06,000/-	23.06.2020	23.06.2020	₹70,136/-
	₹80,000/-	26.10.2020	26.10.2020	₹24,292
	₹36,000/-	29.12.2020	29.12.2020	₹10,253/-
	Total= ₹11,99,000/-			₹7,27,689/-
2.	Monthly interest			₹10,947/-

15. Accordingly, the respondent is liable to pay the upfront delay interest of ₹7,27,689/- to the complainant towards delay already caused in handing over the possession. Further, on the entire amount of ₹11,99,000/- monthly interest of Rs. ₹10,947/- shall be payable up to the date of actual handing over of the possession after obtaining occupation 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 him.

G. DIRECTIONS OF THE AUTHORITY

17. 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) Authority directs respondent to carry out requisite repair works and rectify all deficiencies existing in the allotted houses of the complainant within six months of uploading of this order and direct the respondent to issue a fresh offer of possession to the complainant duly incorporating therein the respective delay interest payable to the complainant up to the date of passing this order as calculated by the Authority in terms of section 18 of the RERA Act, 2016 and Rule 15 of RERA Rules, 2017 and distinctly shown in table under para 16 above and further monthly delay interest shall be payable to the complainants till actual offer of possession is made.
- 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.

18. The complaint is, accordingly, **disposed of**. File be consigned to the record room after uploading order on the website of the Authority.



.....
Dr. GEETA RATHEE SINGH
[MEMBER]



.....
NADIM AKHTAR
[MEMBER]