



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Date of Decision

03.02.2025

| Project Name |               | SCO, Block –B, Ansal Town Rewari, Sector 19, Haryana                           |
|--------------|---------------|--|
| Sr. No.      | Complaint no. | Title of the case  |
| 1.           | 1990 of 2023  | Pushp Lata<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.                    |
| 2.           | 1991 of 2023  | Sumit Aggarwal<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.                |
| 3.           | 1992 of 2023  | Prashant Bhardwaj<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.             |
| 4.           | 1996 of 2023  | Seema<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.Ltd                      |
| 5.           | 2000 of 2023  | Deepak Sharma<br>Sanjay Kumar<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd. |
| 6.           | 2001 of 2023  | Moneeka Yadav<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.                 |
| 7.           | 2002 of 2023  | Ajay Kumar<br>Usha Rani<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.       |
| 8.           | 2005 of 2023  | Sumit Aggarwal<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.                |
| 9.           | 2011 of 2023  | Ajay Yadav and Mahipal Singh<br>Vs.<br>Geo Connect Ltd.<br>Ansal Housing Ltd.  |
| 10.          | 2277 of 2023  | Anil Sharma<br>Vs.   |

|  |  |  |  |
|--|--|--|--|
|  |  |  | Geo Connect Ltd.<br>Ansal Housing Ltd. |
|--|--|--|--|

Geo Connect Ltd.,  
110, Indraparkash Building,  
21, Barakhamba road, New Delhi-110001  
Ansal Housing Ltd.  
606, 6<sup>th</sup> floor, Indraparkash Building,  
21, Barakhamba road, New Delhi-110001

.....Respondent no. 1

.....Respondent no. 2

**CORAM: Nadim Akhtar Member**  
**Chander Shekhar Member**

**Present:** - Adv. Mayank Bhardwaj, counsel for the complainants, through VC.

None for the respondents

**ORDER (NADIM AKHTAR-MEMBER)**

1. This order shall dispose of all the above captioned ten complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, 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.
2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred Complaint 1990 of 2023 and all other captioned complaints are allottees of the project namely; "Ansal Town Rewari, Block-B, Sector 19, Haryana" being developed by the same respondent/promoter, i.e., Geo Connect Ltd. The fulcrum of the



issue involved in all the above captioned cases pertains to failure on the part of the respondents/promoters to deliver timely possession of the unit in question and all complainants are now seeking possession along with delayed interest. Despite given various opportunities, respondents failed to file replies in all the above captioned cases.

3. The details of the complaints, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainants, offer of possession and deemed date of possession are given in the table below:

**Possession Clause: Clause 26 "The company shall offer possession of the SCO Plot within 24 months of execution of agreement and subject to timely payment of all dues by Buyer and subject to force-majeure circumstances described in Clause 27"**

| Sr. no. | Complaint no./Title/Date of filing  | Reply Status | Unit no.                           | Date of execution of Plot buyer agreement                                       | Total sale consideration (TSC) and amount paid by the complainant (Paid amount)   | Offer of possession given or not given | Deemed date of possession (24 months from the execution of Plot Buyer agreement ) |
|---------|---|--------------|------------------------------------|---|---|--|---|
| 1.      | 1990 of 2023<br>Pushp Lata<br>Vs.<br>Geo Connect<br>Ltd.<br>Ansal Housing<br>Ltd.<br>21.09.2023 | Not<br>filed | SCO<br>-20<br>89.7<br>0 sq.<br>yds | 23.11.2018<br><br>Date of<br>endorsement-<br>01.08.2019<br>(Transfer<br>letter) | Total Sale<br>price:<br>₹27,85,185/-<br><br>Total paid<br>amount:<br>₹26,45,185/- | No offer of<br>possession              | 23.11.2020  |



|    |  |           |                               |  |   |   |  |
|----|--|-----------|-------------------------------|--|---|---|--|
| 2. | 1991 of 2023<br>Sumit Aggarwal Vs. Geo Connect Ltd. Ansal Housing Ltd.<br>21.09.2023             | Not filed | SCO -22<br>89.7<br>0 sq. yds  | 01.12.2018   | Total Sale price-<br>₹32,20,230/-<br><br>Total paid amount:<br>₹31,71,785/- | Complainant has annexed an inter office possession memo dated 11.03.2022        | 01.12.2020   |
| 3. | 1992 of 2023<br>Prashant Bhardwaj Vs. Geo Connect Ltd. Ansal Housing Ltd.<br>21.09.2023          | Not filed | SCO -18<br>89.7<br>0 sq. yds  | 24.06.2019<br><br>Date of endorsement-<br>19.06.2019<br>(Transfer letter)  | Total Sale price-<br>₹27,98,640/-<br><br>Total paid amount:<br>₹28,50,195/- | Complainant has annexed an inter office possession memo but the same is undated | 24.06.2021   |
| 4. | 1996 of 2023<br>Seema Vs. Geo Connect Ltd. Ansal Housing Ltd.Ltd<br>21.09.2023                   | Not filed | SCO -30<br>89.7<br>0 sq. yds  | 07.12.2018<br><br>Date of endorsement-<br>08.03.2022<br>(Transfer letter)  | Total Sale price-<br>₹38,21,220/-<br><br>Total paid amount:<br>₹38,21,220/- | Complainant has annexed an inter office possession memo dated 14.04.2022        | 07.12.2020   |
| 5. | 2000 of 2023<br>Deepak Sharma Sanjay Kumar Vs. Geo Connect Ltd. Ansal Housing Ltd.<br>21.09.2023 | Not filed | SCO -06<br>89.7<br>0 sq. yds. | Undated<br><br>However, complainants allege that builder Buyer agreement was executed between the parties on<br>01.04.2016 | Total Sale price-<br>₹49,91,712/-<br><br>Total paid amount:<br>₹44,59,087/- | Offer of possession-<br>20.09.2022  | 01.04.2018<br><br>(Deemed date of possession is calculated 24 months from the date as alleged by the complainants in their complaint book, i.e., 01.04.2016, which comes out to be 01.04.2018) |



|    |   |           |                            |   |   |  |  |
|----|---|-----------|----------------------------|---|---|--|--|
| 6. | 2001 of 2023<br>Moneeka Yadav Vs. Geo Connect Ltd. Ansal Housing Ltd.<br>21.09.2023       | Not filed | SCO -7<br>89.70 sq. yds.   | 07.04.2016  | Total Sale price-<br>₹43,91,712/-<br><br>Total paid amount:<br>₹39,53,371/- | No offer of possession   | 07.04.2018   |
| 7. | 2002 of 2023<br>Ajay Kumar Usha Rani Vs. Geo Connect Ltd. Ansal Housing Ltd<br>21.09.2023 | Not filed | SCO -13<br>89.70 sq. yds.  | 01.09.2020<br>The Builder Buyer Agreement lacks an exact execution date, and mentions sept 2020 as the execution date. Neither the allotment letter nor stamp on BBA clarifies the date of allotment or the date of BBA. Hence, first date of the month is presumed to be date of execution of BBA. | Total Sale price-<br>₹55,32,712/-<br><br>Total paid amount:<br>₹54,97,347/- | Complainant s have annexed an inter office possession memo but the same is undated | 01.09. 2022<br>(24 months from 01.09.2020, comes out to be 01.09.2022) |
| 8. | 2005 of 2023<br>Sumit Aggarwal Vs. Geo Connect Ltd. Ansal Housing Ltd.<br>21.09.2023      | Not filed | SCO -22,<br>89.70 sq. yds. | 01.12.2018<br>Date of endorsement- 01.12.2018 (Transfer letter)   | Total Sale price-<br>₹32,20,230/-<br><br>Total paid amount<br>₹31,71,785/-  | Complainant has annexed an inter office possession memo dated 11.03.2022           | 01.12.2020   |
| 9. | 2011 of 2023<br>Ajay Yadav Mahipal Singh Vs. Geo Connect Ltd. Ansal Housing Ltd           | Not filed | SCO -29<br>89.70 sq yds.   | 06.08.2018  | Total sale price-<br>₹31,74,662/-<br><br>Total Paid amount-<br>₹28,57,200/- | No offer of possession   | 06.08.2020   |

|     |  |              |                                     |            |   |   |            |
|-----|--|--------------|-------------------------------------|------------|---|---|------------|
|     | 21.09.2023   |              |                                     |            |   |   |            |
| 10. | 2277 of 2023<br>Anil Sharma<br>Vs.<br>Geo Connect<br>Ltd.<br>Ansal Housing<br>Ltd. | Not<br>filed | SCO<br>-19,<br>89.7<br>0 sq<br>yds. | 16.03.2019 | Total sale<br>price-<br>₹28,83,840/-<br><br>Total Paid<br>amount-<br>₹29,37,685/- | Offer of<br>possession<br>dated<br>20.09.2022 | 16.03.2021 |
|     | 12.10.2023   |              |                                     |            |   |   |            |

The facts of all complaints filed by the complainants/ allottees are almost similar. Hence, complaint no. 1990 of 2023 is taken as a lead case.

**A. BRIEF FACTS OF COMPLAINT NO. 1990 OF 2023 ARE AS UNDER:**

- i. That the commercial plot bearing SCO-20, measuring 89.70 sq. yards, located in Block B, Sector-19, Ansal Town, Rewari, Haryana (hereinafter referred to as "the said plot"), was transferred from Mr. Gaurav Data to the Complainant for a total sale consideration of ₹26,45,925/-. A Builder Buyer Agreement was executed on 23.11.2018 between Mr. Gaurav Data and the Respondents, namely Geo Connect Limited and Ansal Housing Limited (*Annexure C-1*).
- ii. That Respondent No. 2 issued a letter confirming receipt of the payment and the transfer of the said plot in favor of the Complainant on 01.08.2019 (*Annexure C-2*).



- iii. That as per Clause 26 of the Builder Buyer Agreement, possession of the said plot was to be delivered within 24 months from the date of execution of agreement. Further, Clause 29 stipulated that the Respondents were obligated to execute the sale deed and hand over physical possession within 90 days after receiving the full sale consideration. However, the Respondents have failed to fulfill these obligations.
- iv. That the Complainant has made all payments due to the Respondents, which were duly acknowledged by Respondent No. 2 through a letter dated 01.08.2019. That despite receiving the full payment of ₹26,45,925/-, the Respondents have yet to execute the conveyance deed/registry in favor of the Complainant.
- v. That while the Respondents executed the agreement with the Complainant in 2018, the project (SCO Block B) remains unregistered under the Regulatory Authority, which constitutes a violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. In contrast, the Respondents have registered another project in the same township, namely SCO Block C, where respondent no. 1 also acts as the promoter. That the present complaint has been filed due to the non-registration of the project, delay in possession, lack of essential facilities such as sewage and water, and the failure to execute the conveyance deed/registry for the said plot, despite the Complainant having made all due payments to the Respondents.



**B. RELIEFS SOUGHT**

4. Complainant has sought following reliefs :

- a. Allow the instant Complaint;
- b. Direct the Respondents to deliver the actual and physical possession with necessary facilities like water and sewage and execute the conveyance deed/registry of the commercial plot SCO 20 admeasuring 89.70 sq yards in Block B, Ansal Town, Sector-19, Rewari, Haryana in favour of the Complainant alongwith all necessary rights to carry out construction on the said plot;
- c. Direct the Respondents jointly or severally to pay an delay interest of 10% on the amount deposited from the proposed date of delivery of possession/execution of conveyance deed/registry as assured at the time of execution of the said agreement till the date of execution of conveyance deed/registry in favour of the Complainant;
- d. Further direct the Respondents to desist from making illegal demands in nature of maintenance charges or any other charges that are violative of the law;
- e. Pass any further orders in favour of the complainant and against the Respondents as it may deem fit and necessary to the Hon'ble Authority.

**C. REPLY ON BEHALF OF RESPONDENTS**

5. Notices were served to the respondents on 22.09.2023 which got successfully delivered on 23.09.2023. Despite giving four opportunities





respondents failed to file their replies on time. Therefore, Authority vide its order dated 29.07.2024 struck off the defence of the respondents. Though the Id. counsel for respondent during hearing on 28.10.2024 mentioned that an appeal has been filed before Hon'ble Appellate Tribunal against the orders of the Authority dated 29.07.2024, however he could not produce any copy of orders passed by the Hon'ble Tribunal and hence now Authority is proceeding to decide the complaint ex-parte, as per records available on the file.

D. **ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS**

6. Learned Counsel for the Complainants reiterated the facts of the complaints and requested the Hon'ble Authority to grant relief by ordering possession along with delayed interest. He further urged the Authority to proceed ex-parte against the Respondents, as they have failed to file their reply. The counsel also referred to the last order dated 28.10.2024, where the complainants were directed to file copies of all payment receipts made to the respondents, as some receipts were missing from the complaint books. In compliance, the counsel made the following submissions:

a. **Complaint No. 1990 of 2023:**

No receipts were attached. The Counsel referred to the transfer letter dated 01.08.2019, wherein the Respondents acknowledged receipt of the full amount paid by the Complainant. He requested the Authority to consider 01.08.2019 as the single date of payment.



**b. Complaint No. 1992 of 2023:**

The complainant claimed payment of ₹28,50,195/- but annexed receipts totaling only ₹27,50,195/-. The counsel clarified that a booking amount receipt of ₹1,00,000/- is attached at Page No. 21 of the complaint book, acknowledged by the Respondents through letter dated 19.06.2019.

**c. Complaint No. 1996 of 2023:**

No receipts were attached. The Counsel pointed out that the Respondents acknowledged receipt of the full payment through a letter dated 08.03.2022 and requested the Authority to treat this date as the single date of payment.

**d. Complaint No. 2001 of 2023:**

The complainant alleged payment of ₹39,53,946/-, but receipts for only ₹39,53,371/- were attached. The counsel explained that difference of ₹575/- was due to interest charged by the respondents on a dishonored cheque, which the complainants chose to forgo.

**e. Complaint No. 2002 of 2023:**

A receipt for ₹3,00,000/- was missing from the complaint book. The counsel submitted that the complainant filed an application dated 28.10.2024 in the registry, attaching the missing receipt.



**f. Complaint No. 2011 of 2023:**

A receipt of ₹1,00,000/- was missing. The counsel highlighted that the respondents had acknowledged this amount in their letter dated 06.08.2018, annexed at Page No. 20 of the complaint book and requested the Authority to treat this date as the single date of payment.

7. The Authority inquired about the status of the Occupation Certificate for the units in question. The counsel for the complainants stated that he had no information regarding the Occupation Certificate. Lastly, it was noted that no representative appeared on behalf of the Respondents to assist the Authority.

**E. ISSUE FOR ADJUDICATION**

8. Whether the complainants are entitled to possession of booked plot along with delay interest in terms of Section 18 of Act of 2016?

**F. OBSERVATIONS AND DECISION OF AUTHORITY**

In light of the background of the matter as captured in this order and also the arguments submitted by learned counsel for complainants, the Authority observes as follows:

9. The complainants purchased a Shop-Cum-Office (SCO) unit measuring 89.70 sq. yds. in the Respondent's project from the original allottee, **Mr. Gaurav Gupta**, for a total sale consideration of ₹27,85,185/-. A Builder Buyer Agreement was executed between the original allottee and the



Respondents on 23.11.2018. Respondent No. 2 subsequently issued a letter dated 01.08.2019, acknowledging receipt of the payment and confirming the transfer of the said plot to the complainants. The complainants were allotted Unit No. SCO-20, measuring 89.70 sq. yds., in the Respondents' project titled "SCO, Block-B, Ansal Town Rewari, Sector 19, Haryana". Out of the total sale consideration of ₹27,85,185/-, the Complainants have paid ₹26,45,185/- to the Respondents.

10. As per Clause 26 of the Builder Buyer Agreement, possession of the unit was to be handed over within 24 months from the date of execution of the agreement. Accordingly, the deemed date of possession in Complaint No. 1990 of 2023 is 23.11.2020. The deemed possession dates for other complaints are outlined in the table provided in Para 3 of this order. However, the respondents have yet to offer possession of the booked units to the complainants. The respondents have failed to fulfil its contractual obligation to deliver possession within the stipulated timeline and have not provided any justification for the delay.
11. Despite availing opportunities respondents have neither filed any reply nor verbally denied any claim/allegation made by the complainants meaning thereby that the respondents have nothing to file in rebuttal to the claims made by the complainants. Further, in spite of successful delivery of notices in the year 2023 itself, respondents chose not to file reply in the captioned complaints. Further respondents have not provided any status of



grant of part completion certificate/ completion certificate particularly for the unit of complainants.

12. A perusal of the complaints reveals that in complaint Nos. 1991, 1992, 1996, 2002, and 2005 of 2023, the respondents have issued Inter-Office Possession Memos addressed to the Estate Manager, directing the handover of physical possession of the respective units to the complainants. However, closer examination, reveals that these memos are merely internal communications and do not amount to a formal or specific offer of possession to the complainants. They reflect an internal directive but lack any official intimation to the complainants, which is essential to constitute a valid legal offer of possession. Moreover, the Authority has no information regarding the issuance of the Occupation Certificate for the units in question, which is a crucial requirement before offering possession. Without a valid Occupation Certificate, any offer of possession, even if made, would lack legal standing. Given the absence of formal communication to the complainants and the lack of clarity on the Occupation Certificate, these Inter-Office Possession Memos hold no legal value. The Authority, therefore, deems it appropriate not to consider these memos as a valid offer of possession in the aforementioned complaints.
13. In Complaint Nos. 2000 and 2277 of 2022, the respondents have issued formal Offer of Possession Letters in both cases on 20.09.2022, indicating their intention to hand over possession of the respective units to the



complainants. However, the status of the Occupation Certificate (OC)/ part completion certificate for the units in question has not been provided by the respondents till date. As per the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA), an offer of possession without a valid Occupation Certificate lacks legal sanctity. In the absence of any information or documentation confirming the issuance of the Occupation Certificate/ part completion certificate, the Authority is compelled to deem Offers of Possession dated 20.09.2022 as invalid.

14. In the present complaint, the complainants intend 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”.*

15. Per contra respondents have failed to put forth any valid reason/ground for not offering the possession of the booked unit. Complainants however are interested in getting the possession of the booked unit. They do not wish to withdraw from the project. In such circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while



exercising the option of taking possession of the apartment the allottee can also demand, and respondents are liable to pay, monthly interest for the entire period of delay caused at the rates prescribed. The respondents in these cases have not made any offer of possession to the complainants till date nor there any available information with regard to the occupation certificate / part completion certificate of the project in question. Hence, the Authority hereby concludes that the complainants are entitled for the delay interest from the deemed date till the date on which a legally valid offer is made to them after obtaining occupation certificate/ part completion certificate. 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;*

16. 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. 03.02.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.

Rule 15 of IRERA 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]*

*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".*

17. Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order, i.e, 03.02.2025 at the rate of 11.10% in every complaint as per detail given in the tables below:

**A. IN COMPLAINT NO. 1990 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession (23.11.2020) or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|--|---|
| 1.      | 26,45,925/-             | 23.11.2020   | 12,34,335/-                             |
|         | Total= 26,45,925/-      |  | Total= ₹12,34,335/-                     |
| 2.      | Monthly interest        |  | ₹22,530/-                               |

*had*



**B. IN COMPLAINT NO. 1991 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
| 1       | 30,91,428/-             | 01.12.2020  | 14,34,643/-                             |
|         | 38,100/-                | 02.03.2022  | 12,398/-                                |
|         | 42,257/-                | 04.01.2022  | 14,483/-                                |
|         | Total= 31,71,785/-      |   | Total= ₹14,61,524/-                     |
| 2.      | Monthly interest        |   | ₹27,008/-                               |

**C. IN COMPLAINT NO. 1992 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
| 1       | 38,100/-                | 2022-03-31  | 12,062/-                                |
|         | 25,60,800/-             | 2021-06-24  | 10,28,747/-                             |
|         | 1,00,000/-              | 2021-06-24  | 40,173/-                                |
|         | 1,51,295/-              | 2022-03-23  | 48,265/-                                |
|         | Total= 28,50,195/-      |   | Total=11,29,247/-                       |
| 2.      | Monthly interest        |   | ₹24,270/-                               |

**D. IN COMPLAINT NO. 1996 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
|---------|-------------------------|---|---|



|    |                   |  |                   |
|----|-------------------|--|-------------------|
| 1  | 38,21,220/-       |  | 12,36,442/-       |
|    | Total=38,21,220/- |  | Total=12,36,442/- |
| 2. | Monthly interest  |  | ₹32,538/-         |

**E. IN COMPLAINT NO. 2000 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
| 1       | 4,67,944/-              | 2022-10-12  | 1,20,391/-                              |
|         | 39,52,548/-             | 2018-04-01  | 30,06,221/-                             |
|         | 39,685/-                | 2022-10-06  | 10,282/-                                |
|         | Total =44,60,177/-      |   | Total =31,36,894/-                      |
| 2.      | Monthly interest        |   | 37,979/-                                |

**F. IN COMPLAINT NO. 2001 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
| 1       | 39,53,371/-             | 07.04.2018  | 29,99,634/-                             |
|         | Total=39,53,371/-       |   | Total=29,99,634/-                       |
| 2.      | Monthly interest        |   | ₹33,663/-                               |

**G. IN COMPLAINT NO. 2002 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|--|---|
|---------|-------------------------|--|---|



|    |                   |                    |                   |
|----|-------------------|--------------------|-------------------|
|    |                   | whichever is later |                   |
| 1  | 54,97,347/-       | 01.09.2022         | 14,82,883/-       |
|    | Total=54,97,347/- |                    | Total=14,82,883/- |
| 2. | Monthly interest  |                    | ₹46,810/-         |

**II. IN COMPLAINT NO. 2005 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
| 1       | 30,91,428/-             | 2020-12-01  | 14,34,643/-                             |
|         | 42,257/-                | 2022-01-04  | 14,483/-                                |
|         | 38,100/-                | 2022-03-02  | 12,398/-                                |
|         | Total- 31,71,785/-      |   | Total- 14,61,524/-                      |
| 2.      | Monthly interest        |   | ₹56,910/-                               |

**I. IN COMPLAINT NO. 2011 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till 03.02.2025 (in ₹) |
|---------|-------------------------|---|---|
| 1       | ₹28,57,200/-            | 06.08.2020  | ₹14,27,606/-                            |
|         | Total- ₹28,57,200/-     |   | Total- ₹14,27,606/-                     |
| 2.      | Monthly interest        |   | ₹24,329/-                               |

**J. IN COMPLAINT NO. 2277 OF 2023**

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession | Interest Accrued till 03.02.2025 |
|---------|-------------------------|---------------------------|----------------------------------|
|         |                         |                           |                                  |

|    |                           | or date of<br>payment<br>whichever is<br>later | (in ₹)                    |
|----|---------------------------|--|---------------------------|
| 1  | 19,03,333/-               | 2021-03-16                                     | 8,22,506/-                |
|    | 9,94,667/-                | 2022-10-06                                     | 2,57,720/-                |
|    | 39,685/-                  | 2022-10-11                                     | 10,222/-                  |
|    | <b>Total- 29,37,685/-</b> |  | <b>Total- 10,90,448/-</b> |
| 2. | Monthly interest          |  | ₹25,015/-                 |

18. Accordingly, the respondents are liable to pay the upfront delay interest to the complainants towards delay already caused in handing over the possession as calculated in table A to J under Para 17 of this order. Further, on the entire amount monthly interest shall be payable up to the date of actual handing over of the possession after obtaining occupation certificate as calculated in the tables above A to J under Para 17 of the order. The Authority orders that the complainants will remain liable to pay balance consideration amount to the respondents, if any, as when a valid offer of possession is made to them.

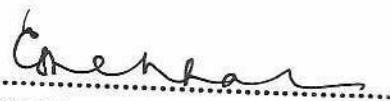
**G. DIRECTIONS OF THE AUTHORITY**

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



- (i) Respondents are directed to pay upfront delay interest as outlined in tables A to J under Para 17 of the order to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of monthly interest shall be payable by the respondents to the complainants up to the date of actual handing over of the possession after obtaining occupation certificate as per tables A to J under Para 17 of the order.
- (ii) Complainants will remain liable to pay balance consideration amount to the respondents, if any, at the time of valid offer of possession 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, 11.10% by the respondents/ Promoters which is the same rate of interest which the promoter shall be liable to pay to the allottees.

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

  
.....  
**CHANDER SHEKHAR**  
[MEMBER]

  
.....  
**NADIM AKHTAR**  
[MEMBER]