HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**606 of 2023**
Date of filing.:	**10.04.2023**
First date of hearing.:	**30.05.2023**
Date of decision.:	**09.01.2025**

Arun Kumar alias Arun Patel, S/o Sh. Ramswarup Singh
R/o, B-1010, Gaur Homes, Govindpuram
Ghaziabad, Uttar Pradesh-201013.

....COMPLAINANT(S)

VERSUS

1. M/s BPTP Limited
   Through its Managing Director
   Having its registered office at:
   28 ECE HOUSE, 1st floor, KG Marg, New Delhi, 110001.
   Also at- OT-14, 3rd Floor, Next Door Parklands, Sector-76, Faridabad-121004, Haryana
2. M/s Countrywide Promoters Private Limited Through its Managing Director Having its registered office at: M-11, Middle Circle, Connaught Circus, New Delhi 110001

....RESPONDENT(S)

CORAM:

Parneet Singh Sachdev	**Chairman**
Nadim Akhtar	**Member**
Dr. Geeta Rathee Singh	**Member**
Chander Shekhar	**Member**

Present: - Sh. Arjun Kundra, Counsel for the complainant

Sh. Hemant Saini, Counsel for both the respondents

ORDER (PARNEET S SACHDEV-CHAIRMAN):

1. Present complaint has been filed on 10.04.2023 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 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.	Park Elite Floors, Faridabad.
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not Registered
4.	Details of unit.	E-40-24-FF, 1st floor, admeasuring 876 Sq. Ft.
5.	Date of Allotment letter	24.12.2009

6.	Date of builder buyer agreement with complainants	24.08.2010
7.	Due date of possession	24.06.2013
8.	Possession clause in BBA (Clause 4.1)	**Clause 4.1** *Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of sanction of building plan. The Purchaser(s) agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 24 months, for applying and obtaining the occupation certificate from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser(s) with regard to the handing over of possession, and in the event the Purchaser(s) fails to accept and take the possession of the said Floor within 30 days thereof, the Purchaser(s) shall be deemed to be custodian of the said Floor from the date*

		indicated in the notice of possession and the said Floor shall remain at the risk and cost of the Purchaser(s).
9.	Total/Basic sale consideration	₹16,08,004/-
10.	Amount paid by complainant	₹21,93,717.7/-
11.	Offer of possession.	12.11.2021
12.	Date of occupation certificate	20.07.2022
13.	Date of Termination	11.11.2022

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

3. That the complainant along with co-owner Sh. Ram Swaroop had applied for booking an apartment in respondent's project-"Park Elite Floors, Faridabad" by paying Rs 2,00,000/- on 06.06.2009. Thereafter, unit no. E-40-24-FF (hereinafter referred to as the said unit) was allotted to the complainant vide allotment letter dated 24.12.2009.

4. That the Builder Buyer Agreement (BBA) was executed between the complainant along with co-owner Sh. Ram Swaroop and respondent on 24.08.2010. As per terms of the clause 4.1 of the agreement and demand letter (construction work at the project is in full swing) dated 24.06.2011, the possession of the unit was to be delivered latest by 24.06.2013.

However, respondent has not made any offer of possession till date. That the *basic sale price* of the unit was fixed at ₹16.08 lacs (the final price was ₹ 22.51.497) out of which complainant had already paid an amount of ₹ 21.93.717.7/- for the booked unit from year 2009-2015. Copies of payment receipts and statement of account dated 21.10.2015 issued by respondent are annexed as Annexure C-4.

5. That the unit was purchased by the complainant along with co-owner Sh. Ram Swaroop. However, complaint has been filed by only present complainant. Herein, it is relevant to refer page 155 of complaint wherein name of co-owner stands deleted from record of respondent. Content of said letter dated 16.12.2010 is reproduced below for reference:-

"Subject: Deletion of Co applicant name from records pertaining to Unit no. E-4-24-FF in Park Elite Floors, BPTP Parklands, Faridabad, Haryana.

This has reference to your request dated 19.10.2010 for deletion of Co-applicant name Mr. Ram Swaroop, in our records against the above referred property.

We hereby confirm that we have accepted your request and co-applicant name stands deleted from our records with immediate effect. No further correspondence in this regard shall be sent to you by the company in the future.

Consequent to the above changes, now the said property is registered as per your request in the name of Mr. Arun Kumar, as Sole Applicant and all future correspondences shall be sent to you."

6. That the complainant has made all the payments on time, the respondent have miserably delayed the construction and development of the project.

The respondents have time and again extended the probable date for the completion of the project misleading the complainant. The copy of the Demand/Payment letters dated 24.06.2011 issued by the respondents especially mentions that '*that the construction work at the project is in full swing*' has been annexed as Annexure C-3. Copies of the demand/payment request issued by the respondent have been annexed as Annexure C-6. The complainant on the other hand had already made the payment of the entire sale consideration and therefore had no other option than to place reliance on the words of the respondents. Infact, the complainant has made the payments before time and has availed timely payment rebate from the respondents. Respondents illegally demanded and collected an excess amount of Rs 2,38,426.93/- from the complainant.

7. That the complainant is in receipt of offer of possession dated 12.11.2021. On perusal of the same complainant realized that even though the construction and development of the residential floor and the project is incomplete the respondents have offered possession of the unit illegally and arbitrarily. Unit of the complainant is not complete till date. Impugned offer does not mention anywhere that respondents have received occupancy certificate/completion certificate. Complainant has several objections to the offer letter dated 12.11.2021 which in brief are:

no delay interest, illegal increase in basic sale price on ground of increase in area, cost escalation, levy of interest, enchanced charges, club charges and non-receipt of occupation certificate.

8. That the respondents instead of correcting the mistakes pointed out in offer issued another letter dated 11.11.2022 whereby unit of the complainant was cancelled/terminated. This cancellation/termination letter dated 11.11.2022 is illegal as it is in violation of settled principles of law and RERA Act,2016. Complainant being aggrieved by the conduct of the respondents and inordinate delay in the completion and development of the project and has therefore approached this Authority. Hence the present complaint.

C. RELIEFS SOUGHT

9. That the complainant seek following reliefs and directions to the respondents: -

   i. Direct the Respondents to deliver Immediate Possession of the floor of the complainants i.e. E-40-24-FF, BPTP Park Elite Floors, Parklands, Faridabad, Haryana admeasuring 876 sq ft. after due completion and receipt of Occupancy & Completion certificate(s) along with all the promised amenities and facilities and to the satisfaction of the complainant; and

ii. Direct the respondents to pay prescribed rate of interest as per the Rera Act, on the amount already paid by the complainants from the promised date of delivery i.e. 24 June,2013 till the actual physical and legal delivery of possession; and

iii. Pass an order restraining the respondents from charging any amount from the Complainants which do not form part of the Floor Buyer's Agreement dated 24th August 2010 and/or is illegal and arbitrary including but not limited to enhanced charges, cost escalation charges, unilateral increase in basic sale price of the unit, delay penalty/interest charges, GST charges, VAT charges, Club membership charges,illegal maintenance charges, levy of holding charges etc. whatsoever; and/or to direct the respondents to refund/adjust any such charges which they have already received from the complainant and

To further quash/ set aside the alleged illegal offer of possession dated 12th November,2021 and to issue fresh offer of possession after due completion and receipt of all the certificates and all permissions alongwith all the promised amenities and facilities as promised and charged for and to the full satisfaction of the complainant.

To further quash/set aside the alleged illegal termination and cancellation letter dated 11.11.2022 of the present unit and to further restore it in favour of the complainant;

And to further to adjust/return an amount of Rs 2,38,46,93/- alongwith18% interest to the complainant which was illegally received in excess by the respondents.

And to further quash/set aside the alleged illegal interest payable imposed on the complainant by the respondents.

iv. May pass any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondents filed detailed reply on 19.02.2024 pleading therein:

10. That present complaint pertains to an independent floor bearing no. E-40-24-FF, on 1st Floor admeasuring 876 sq. ft super area in the real estate Project "Park Elite Floors" being developed by the Respondent No. 1. The Respondent No. 2 is a mere confirming party to the Agreement. Neither the Respondent No. 2 is a necessary party nor a proper party to the present case and no relief has been claimed from the Respondent No. 2 and hence, its name should be deleted from the array of parties.

11. That the complainant was provisionally allotted unit no. E-40-24-FF admeasuring 876 sq. ft. vide allotment letter dated 24.12.2009 on the basis of the tentative layout plan in the project known under the name and style of "Park Elite Floors" (hereinafter referred to as the "Project"). A copy of the Allotment Letter dated 24.12.2009 is annexed as Annexure R-2. Complainant took loan against the unit in question from Housing Development Finance Corporation Ltd and the parties entered into a Tripartite agreement on 27.09.2011. Copy of tri-partite agreement is annexed as Annexure R-3.

12. Thereafter, complainant voluntarily and mutually entered into a Floor Buyer's Agreement with respondent no. 1 on 24.08.2010. On the same date, addendum was executed between the parties. As per the Clause 4.1 of FBA, the respondent no. 1 proposes to handover possession of unit within a period of 24 months from the date of sanction of building plan along with grace period of 180 days. Building plan was compounded on 11.10.2013 and the subjective due date comes out to be 11.04.2016. However, said due date was subject to the incidence of force majeure circumstances and the timely payment by the complainant.

13. That the project "Park Elite Floors" has been marred with serious defaults and delays in the timely payment of instalments by the majority of customers. On the one hand, the respondent had to encourage additional

incentives like Timely Payment Discounts while on the other hand, delays in payment caused major setbacks to the development works. Hence, the proposed timelines for possession stood diluted. Construction of the project in question has been further marred by the circumstances beyond the control of the Respondent such as ban on construction by the Hon'ble Supreme Court of India in M.C. Mehta v. Union of India, ban on construction by the Principal Bench of NGT in Vardhaman Kaushik v. Union of India and ban by Environment Pollution (Prevention and Control) Authority, EPCA, expressing alarm on severe air pollution level in Delhi-NCR. Further, the construction of the project has been marred by the present endemic, i.e., Covid-19, whereby, the Government of India imposed an initial country-wide lockdown on 24/04/2020 which was then partially lifted by the Government on 31/05/2020. Thereafter, the series of lockdowns have been faced by the citizens of India including the Complainant and Respondent herein. Otherwise, construction of the project was going on in full swing, however, the same got affected initially on account of the NGT order prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government authority.

14. That upon admeasuring the dimensions of the unit in 2021, the area of unit was noted to have increased from 876 sq. ft. to 1067 sq. ft. Area of the

unit is tentative and subject to change, as also agreed under the clause 1.15 of FBA. Said clause is reiterated hereunder:-

'1.15 The final super built up area of the said floor shall be determined after completion of construction of the said colony. After accounting for changes, if any, on the date of possession, the final and confirmed areas shall be incorporated in the Sale deed.'

15. That despite facing difficulties, had diligently developed the project in question and applied for Occupation Certificate on 10.11.2021. Respondent no. 1 successfully received the Occupation Certificate on 20.07.2022. Copies of application for Occupation Certificate and Occupation Certificate is attached as Annexure R-6.

16. That the respondent no. 1 had offered the possession of unit to the complainant on 12.11.2021 asking him to come forward to take actual possession of unit after clearing the due amount. But the complainant never turned up to take the possession of the unit. Copy of letter of possession dated 12.11.2021 is attached as Annexure R-7. Complainant did not pay heed to the reminder letters issued by the respondent no. 1, the respondent no. 1 was constrained to issue Termination letter dated 11.11.2022 to the complainant. Copy of termination letter dated 11.11.2022 is annexed as Annexure R-8. After termination of unit, the complainant is no more an allotee of respondent.

17. In respect of plea of complainant that excess amount has been paid to the respondent and the same be refunded, it is submitted by respondent no. 1 that out of total sale consideration of Rs 27,02,193.04/- , the complainant has only paid Rs 21,93,717.77/-. It is also of essence to note that the complainant had last paid on 06.09.2012. Hence, it is denied that complainant had already made the payment of more than the agreed total sale consideration.

F. ARGUMENTS OF COUNSEL FOR COMPLAINANT AND RESPONDENTS

18. Ld. counsel for complainant reiterated his submissions and pressed upon for relief of possession of booked unit along with delay interest. He further stated that respondent be directed to charge only for the area against which the occupation certificate has been granted by the competent authority, i.e., 804.50 sq. ft. on 20.07.2022. He referred to his relief clause wherein he has raised objection to the charges raised by respondent on account of enhanced basic sale price, cost escalation, GST charges, VAT charges and club membership and requested to direct respondent not to charge illegal demands/taxes from complainant at the time of offer of physical possession of the floor.

19. He further argued that the respondent, had issued an offer of possession dated 12.11.2021 that too without receipt of occupation certificate. It is the submission of complainant that said offer of possession is illegal because first, it is not supported with occupation certificate, second, is not accompanied with

delay interest on account of delay caused in offering the possession and third, is accompanied with illegal demands. Further, as per the FBA dated 24.08.2010, the super built up area of the present unit/floor was 876 sq ft. The alleged Offer of Possession dated 12.11.2021 mentions the super built up area of the present unit/floor was 1067 sq ft. However, in the alleged OC dated 20.07.2022, the area of the unit is only 74.768 sq. mtr or 804.50sq ft. on plot measuring 240.754 sq. mtrs. This clearly proves the alleged OC & offer of possession & statement of receivables & payables are illegal & against the settled principles of the RERA Act and need to applied/issued/revised afresh. Few of other concerns argued by complainant's counsel which in brief are as follows:-

i. No provision for the compensation & delay interest, etc., to the complainant. The complainant is entitled to prescribed rate of interest as per the Act for the period of delay.

ii. Unilateral increase in basic sale price of the unit on ground of increase in area of unit from Rs 15,43,684/- to Rs 20,06,858.03/-. However, there is no increase in unit of complainant as per Occupation Certificate.

iii. Levy of enhanced charges to the tune of Rs 71,614/-. It is the case of complainant that it had made timely payment and if any enhanced charges are leviable due to the delay in the development of the project the same are the responsibility of the respondents.

iv. Cost escalation- The reasons for the cost escalation- Rs. 53,725.08/- are solely due to the delay in the construction and development of the project and the complainant cannot be burdened with the same.

v. Waiver of interest/delay penalty-Complainant cannot be burdened with interest of Rs 5183/- for the simple reason that the same was already paid in excess.

vi. Unilateral increase in area from 876 sq. ft. to 1067 sq. ft-Respondents have not provided any calculation which provides or justifies any increase in the super area.

vii. Club Charges- The same need to be waived off as the same is not functional till date. Club has not been even constructed till date. The respondents cannot collect Rs. 50,000/- as charges for the services which are non-existent till date.

viii. GST and VAT has been wrongly imposed on the complainant.

20. Ld. counsel for respondent has tendered cheque towards delay interest bearing no. 002594 dated 10.07.2024 for an amount of Rs 19,11,201/- issued in favor of complainant. Said cheque was handed over to the ld. counsel for complainant in the Court itself and same has been encashed which is duly recorded in order dated 12.12.2024. The Authority specifically asked ld. counsel for respondent as how the said amount of delay interest has been calculated. Ld. counsel for respondent apprised that calculations have been done in accordance with the provisions of RERA Act,2016 and Rules/Regulations framed

thereunder and have been got vetted from a Chartered Accountant. In support, application detailing out the receivables and payable amount along with CA certificate in registry on 08.01.2025. Further, he argued that complainant nowhere in its pleadings as well as in relief sought has mentioned anything related to difference of area for which occupation certificate has been provided. He stated that relief beyond pleadings/relief sought cannot be awarded to complainants. In support, he read all the issues to be decided along with relief sought at the time of hearing. In respect of difference in area of unit allotted in agreement/mentioned in offer of possession and mentioned in occupation certificate, he argued that the complainant herein attempts to compare the FAR and the super area which cannot be practically done as the Super area is inclusive of the FAR + area of balcony/veranda + proportionate common areas, while the occupation certificate has been attained for FAR only. Further, he referred to clause 1.10 of agreement for the definition of 'covered area and clause 1.33 for definition of 'super area'. Thereafter, he stated that the Haryana Building Code, 2017 was originally published on 30.06.2016 and revised on 06.01.2017, preface whereof reads as under:-

"Whereas the Government of Haryana observed that the different Development Agencies, Authorities/ Departments were implementing Building Rules as per their present Statute/Rules and it is also observed that the different provisions in Building Rules makes difficult for common man/ Entrepreneur/ Industrialist to carry out building work throughout State of Haryana uniformly. In order to

streamline the provisions of Building Rules and to facilitate citizens, the Building Rules being followed by the different Agencies/ Departments/ Authorities were then repealed by the Government and the Haryana Building Code, 2016 was made applicable to entire State of Haryana from 30.06.2016. Thereafter, considering and examining several representations/ suggestions received on the Code the Code has been revised as the Haryana Building Code, 2017."

21. It has been submitted that the provision of Occupation Certificate is enshrined in Clause 4.10 of Chapter IV of the Haryana Building Code, 2017 and the concept of Occupation Certificate through "Self Certification" is enshrined in Clause 4.11 of the Chapter IV of the Haryana Building Code, 2017. By referring to relevant provisions, he submitted that perusal of relevant clauses makes it clear that grant of occupation certificate has to be done in a technical manner as defined in the Haryana Building Code,2017, in accordance with several provisions. So, claim of complainant is misguided and erroneous. Further he argued that provisions of contract are sacrosanct and binding upon both the parties. Complainant willfully, without consent accepted each and every terms of agreement. Now, at this stage he cannot preclude himself from abiding by the terms of agreement. The intent and purpose for which agreement was executed has to be given effect in case complainant does not want to come out of said agreement. He stated that the complainant has wrongly challenged the payment of dues with respect to the GST, VAT, club membership, cost

escalation, holding charges and maintenance charges. Payments in regard to the same were mutually and voluntarily agreed between the complainant in different clauses of agreement.

G. ISSUES FOR ADJUDICATION

22. Whether the complainant is entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?

If yes, the details thereof as well as applicability of certain charges imposed by the respondent.

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

Findings on the objections raised by the respondent.

F.I Objection regarding impleadment of respondent no. 2 as party to complaint.

Respondent no. 1 in its written reply has stated that present complaint pertains to an independent floor bearing no. E-40-24-FF, on 1st Floor admeasuring 876 sq. ft super area in the real estate Project "Park Elite Floors" being developed by the Respondent No. 1. The Respondent No. 2 is a mere confirming party to the Agreement and no relief has been claimed from the Respondent No. 2. Hence, its name should be deleted from the array of parties.

Perusal of facts and submissions reveals that complainant has paid all amounts and carried out transactions with respondent no. 1 only.

However, in builder buyer agreement the obligation of delivering possession to complainant was imposed upon both the respondents, i.e. Seller (BPTP) and Confirming Party (Countrywide promoters) vide clause 4.1 of builder buyer agreement which is as follows:-

Clause 4.1 of agreement

Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of sanction of building plan. The Purchaser(s) agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 24 months, for applying and obtaining the occupation certificate from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser(s) with regard to the handing over of possession, and in the event the Purchaser(s) fails to accept and take the possession of the said Floor within 30 days thereof, the Purchaser(s) shall be deemed to be custodian of the said Floor from the date indicated in the notice of possession and the said Floor shall remain at the risk and cost of the Purchaser(s).

Keeping in view the foresaid clause, the request of respondent deleting name of respondent no. 2 is rejected.

F.II Objection raised by the respondent regarding force majeure conditions.

The due date of possession in the present case is 24.06.2013 as claimed by complainant in its relief sought. The claim of the respondent regarding exclusion of delay due to *force majeure* is now being examined. The respondent has claimed that extraordinary conditions caused the delay in construction i.e Bans by NGT order, Covid outbreak etc. Details of said periods is mentioned in the table below:-

Sr. No.	Details of Ban on Construction	Duration/Time Period
1.	Order dated 19.07.2016 passed by NGT	30 days
2.	Order dated 07.11.2017 passed by Environment Pollution (Prevention and Control) Authority	90 days
3.	Order dated 01.11.2019 passed by Environment Pollution (Prevention and Control) Authority	4 days
4.	Order dated 04.11.2019 passed by Hon'ble Supreme Court in M.C.Mehta vs Union of India	102 days
5.	Nationwide lockdown in order to curb COVID-19 w.e.f 25.03.2020 to 24.09.2020 and second wave of COVID-19 w.e.f 12.04.2021 to 24.07.2021	184 + 103 days 287 days
Total 513 days		

Respondent has claimed time period of 226 days (30+90+4+102 days) as force majeure on account of ban imposed by various authorities illustrated above in table. The onus squarely lies with the respondent to explain how each of the above mentioned orders of authorities (except

Covid) lies within the definition of *force majeure*. Further onus also lies upon the respondent to explain how each order directly affected its construction activities. It is the stand of respondent that force majeure conditions given above i.e Prohibitions by NGT in year 2017 and 2019, COVID-19 Pandemic etc affected the project completion.

Force majeure is a French expression which translates, literally, to "superior force". To appreciate its nuances, jurisprudence of the concept under the Indian Contract Act, 1872 need to be elucidated. In the context of law and business, the Merriam Webster dictionary states that force majeure usually refers to "those uncontrollable events (such as war, labor stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A company may insert a force majeure clause into a contract to absolve itself from liability in the event it cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond its control". Black's Law Dictionary defines Force Majeure as follows, "In the law of insurance, superior or irresistible force. Such clause is common in construction contracts to protect the parties in the event a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care. Typically, such clauses specifically indicate problems beyond the reasonable control of the lessee that will excuse performance."

In India, it is often referred to as an "act of God". Various courts have, over time, held that the term force majeure covers not merely acts of God, but may include acts of humans as well. The term "Force Majeure" is based on the concept of the Doctrine of Frustration under the Indian Contract Act, 1872; particularly Sections 32 and 56. The law uses the term "impossible" while discussing the frustration of a contract, i.e., a contract which becomes impossible has been frustrated. In this context, "impossibility" refers to an unexpected subsequent event or change of circumstance which fundamentally strikes at the root of the contract. In the case of Alopi Parshad and Sons Ltd vs Union of India, AIR 1960 SC 588 and the landmark Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017) – 2017 3 AWC 2692 SC, the Supreme Court of India has categorically *stated that mere commercial onerousness, hardship, material loss, or inconvenience cannot constitute frustration of a contract. Furthermore, if it remains possible to fulfill the contract through alternate means, then a mere intervening difficulty will not constitute frustration. It is only in the absence of such alternate means that the contract may be considered frustrated.*

Section 56 of the Indian Contracts Act (Agreement to do impossible act) states that "a contract to do an act which, after the contract is made, becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act

becomes impossible or unlawful." It is the performance of contractual obligations that must become unlawful/impossible, not the ability to enjoy benefits under the contract. The Supreme Court in Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017) 2017 3 AWC 2692 SC lent further insight into interpreting a Force Majeure situation i.e

- Events beyond the reasonable control of one party should not render that party liable under a contract for performance, if that event prevents the party's performance;
- The language of the agreement relating to duty to mitigate, best efforts, prudent man obligations to nevertheless perform etc., will all be taken into consideration in understanding the parties' intent;
- Force majeure events must be unforeseeable by both parties;
- The requirement to put the other party on notice must be met with if the contract provides for notice requirements; and
- ***Burden of proof rests with the party relying on the defense of force majeure for its inability to perform the obligation.***

In the present case, due to the various decisions of the Government of India and the Government of Haryana Authority, *force majeure* may be accepted for the period of Covid i.e 9 months. Reference is made to Advisory issued by Authority in its 93rd meeting held on 18.05.2020 wherein time period of 6 months 25.03.2020 to 24.09.2020 was

considered as force majeure being natural calamity affecting the whole world and extension of three months, i.e. 01.04.2021 to 30.06.2021 due to second wave of Covid-19 was considered as force majeure by the Authority in its meeting held on 02.08.2021. Covid was declared as a pandemic by the Government of India. If we visit the government of India websites, for example https://covid19.india.gov.in/document-category/ministry-of-home-affairs/ it will be clear that Covid was a force majeure event and a number of national and local lockdowns took place during this period. Therefore, it is clear, that no construction work could have been carried out during this period. However, with respect to other events, the respondent has failed to even discharge his fundamental burden of proof as outlined by the Hon'ble Apex Court. On the contrary, the facts given by the Respondent are themselves contrary to his own arguments. For example, the construction ban was only for 5 days i.e 01.11.2019 to 05.11.2019. How the events other than Covid prevented the Respondent from discharging his obligations has not been explained at all. Mere pleading of force majeure conditions without fulfilling its obligations, cannot be allowed as discussed above.

Therefore, the Authority holds that the only *force majeure* condition accepted in this case is Covid- from 25.03.2020 to 24.09.2020 and 01.04.2021 to 30.06.2021. Covid-19, however, did not in any way enhance the date of handing of possession which is 24.06.2013 as mentioned by the

Complainant. Nevertheless, Covid caused subsequent delay in completion. Therefore, a time period of 9 months is to be excluded from any delay interest calculation.

F.III Objection raised by the respondents that complainant is not an allotee after termination of unit vide cancellation letter dated 11.11.2022.

Complainant has raised a plea that termination letter issued by respondent is liable to be quashed for the reason that by the year 2015, the respondent was in receipt of Rs 21,93,717.7/- against basic sale price of Rs 16,08,004/-, i.e. more than the basic sale price. So, the demand letters issued by respondent in year 2018 were not in consonance with the construction linked schedule. Further, he objected to offer of possession dated 12.11.2021 issued by respondent stating that said offer was not supported with occupation certificate. In reply, respondent submitted that demands were raised in consonance with construction linked plan agreed by complainant in agreement and offer of possession was issued on 12.11.2021 after completion of construction work of unit. But it is the complainant who has not come forward to accept it after payment of due amount so the respondent had chosen to exercise the option given in clause 6.1 of agreement, i.e., termination of unit after forfeiture of earnest money. In this regard, it is relevant to peruse offer of possession dated 12.11.2021 wherein demand of Rs 5,08,475/- (inclusive of Rs 1,81,000/-

on account of stamp duty charges) was raised to complainant. But said offer was not supported with occupation certificate. Infact, occupation certificate has been received by respondent later in year 2022, i.e. 20.07.2022. So, the impugned offer of possession was not a valid offer of possession and complainant was not bound to accept it. Thereafter, respondent issued reminder letters on 14.01.2022 and 24.03.2022 for payment of said due amount, i.e. Rs 5,08,475/-. However, basis on which demand was raised, i.e., offer of possession dated 12.11.2021 itself was not valid, then demand/reminder letters have no sanctity in eyes of law. Accordingly, respondent in case of non-receipt of dues issued termination letter on 11.11.2022 wherein it is stated that "*we regret to inform you that despite numerous reminders and adequate opportunities being given by the company to you, you have deliberately and repeatedly failed to pay the outstanding due amounts. The company, as a goodwill gesture had served you numerous reminders and adequate reminder and adequate opportunities to clear all outstanding amounts overdue for payment alongwith the accumulated interest thereon on the terms contained therein to avoid the cancellation/termination of the booking/allotment/ agreements.*". Issue herein arises is that respondent no. 1 revoked the allotment of unit exercising its rights in clause 6.1 but did not proceed further towards returning of paid amount after forfeiture of earnest money to the complainant till date. Even in case, the basis of issuing termination

letter was not a valid one but respondent no. 1 should have acted pro-actively in deducting earnest money out of total paid amount and refunded the remaining amount to complainant. But fact is that paid amount still lies with respondent. In these circumstances, it is established that respondent no. 1 chose to remain silent over its own obligation, i.e., to refund amount after forfeiture of earnest money from year 2022 to till date. Keeping in view the aforesaid discussion, the termination letter issued by respondent is declared illegal and is therefore set-aside.

F.IV Objection raised by the complainant in respect of difference in area provided in offer of possession dated 12.11.2021 and occupation certificate dated 20.07.2022

Complainant's submissions is that the respondent is in receipt of occupation certificate which is for area 804.50sq ft. whereas area of the unit as provided in offer of possession is 1067 sq. ft. So, it has been requested that respondent be directed to charge only for the area approved in occupation certificate, i.e. 804.50sq. ft. The respondent has argued that neither in pleadings nor in relief sought, there is any mention of such plea so any relief beyond pleadings cannot be awarded to complainants. Further, ld. counsel for respondent submitted that grant of occupation certificate is a technical process being followed in consonance with provisions of Haryana Building Code and does not cover all area like stair

case, lifts, lobby area etc. but complainants are liable to pay for these areas also.

Whereas, in principle there may be some merit in the argument of the respondent regarding pleadings, as above, however, the facts of each case need to be examined to come to a conclusion.

In the present case, the extra demand based on difference in area was raised by the respondent after the OC was received and the offer of possession was made. Therefore, the offer of possession itself created an extra demand. *The Authority has to examine the Offer of Possession in totality in order to provide substantial justice.* In respect of the issue of difference in area as provided in offer of possession dated 12.11.2021, i.e. 1067 q. ft and occupation certificate dated 20.07.2022, i.e. 804.50sq. ft. , Authority observes that respondent is entitled to charge only for the area of the unit which is actually provided to the allotee at the time of handing over of possession. Any area over and above the approved area mentioned in occupation certificate cannot be burdened upon the allotee. Further, it is pertinent to refer to definition of Floor Area Ratio (FAR)- clause 1.2 (xli) of Haryana Building Code,2017 which clearly establish that lift, mumty, balcony, parking , services and storages shall not be counted towards FAR. Any area beyond FAR is not a saleable area of project. However, cost of construction of all such structures which are not included in FAR can be burdened upon total cost of the unit; but cannot be charged

independently making it a chargeable component of unit. Therefore, the offer of possession itself mentioned excessive area, not saleable as per law.

This, therefore, is not a question of a relief claimed or pleadings made rather one of determining the correctness of the offer of possession. Hence, the respondent is directed to re-calculate the price of area of unit, based on the unit area provided in occupation certificate i.e. 804.50 sq. ft.

23. On merits, it has been admitted between both the parties, upon booking, a unit bearing no. E-40-24-FF, admeasuring 1067 sq. ft (now area of unit as discussed in aforesaid paragraph is 804.50sq. ft) had been allotted to complainant in the project of the respondent namely "Park Elite Floors" situated in Parklands, Faridabad, Haryana vide allotment letter dated 24.12.2009. As claimed by complainant in its pleadings and relief sought, the deemed date of possession in the case in hand is 24.06.2013.

24. Authority observes that after a lapse of 8 years, respondent has offered possession of unit on 12.11.2021 along with additional demand of Rs 5,08,475/- (inclusive of stamp duty charges of Rs 1,81,000/-). Complainant, has challenged the illegal demands raised along with said offer of possession. Details of such objections raised by complainant is incorporated in para 18 of this order. In this regard, it is observed that the complainant had opted for a construction linked plan and had paid more than basic sale price in the year 2015 itself. Since the delay caused is

attributed to the respondent, it cannot burden the complainant with the charges/taxes etc. which were not applicable at the time of deemed date of possession. Further, objection to each demand raised by complainant is dealt with as below:-

a. Firstly, with regard to the **increase in area from 876 sq. ft to 1067 sq. ft.,** Authority is of the view that respondent has received occupation certificate for the unit in question which is for an area measuring 804.50 sq. ft. As discussed in aforesaid paragraphs, the respondent shall charge from complainants only for the final area 804.50 sq. ft. as per OC.

b. Secondly, with regard to the **cost escalation charges of Rs 53,725.08/-**, it is observed that the respondent issued a letter offering possession on 12.11.2021. In the said offer, the respondent also imposed cost escalation charges, which is unjust since the delay in offering possession, and any cost increase, was due to the respondent's failure to complete the project on time. Courts have consistently ruled that developers cannot impose additional financial burdens on homebuyers for delays caused by the developers themselves. Therefore, demand raised by the respondents on account of cost escalation charges are hereby set aside.

c. Thirdly, with regard to the demand raised by the respondent on account of **club charges of Rs 50,000**, Authority observes that club

charges can only be levied when the club facility is physically located within the project and is fully operational as per the sanctioned plans. In this case, it is essential to note that the **Occupancy Certificate (OC)** for the unit has been obtained by the respondent on 20.07.2022. But no documentary evidence has been filed on record to establish the fact that facility of club is operational at site. Ld. counsel for complainant has explicitly stated at the time of arguments that the proposed club has not come into existence, with only a temporary club operational, if at all. This situation makes it clear that the promised club facility is non-existent at this stage, and the demand for club charges is wholly unjustified. This demand raised by the respondent on account of club charges is also set aside. However, respondent will become entitled to recover it in future as and when proper club as sanctioned will become operational at site.

d. Fourthly, with regard to the demand raised by the respondent on account of **GST of Rs 64,838/-**, Authority is of the view that GST came into force on 01.07.2017, i.e. post deemed date of possession. So, the complainant is not liable to pay GST charges.

e. Fifthly, in respect of Rs 71,614/- charged on account of EEDC, the complainant has not specified the cause as to why this amount is not payable along with supporting relevant documents. Moreover, said amount has already been paid by complainant in year 2012 without

raising any objection to it. So, the complainant's plea of not allowing the respondent to charge this amount, at this stage, is not viable.

f. Sixthly, in respect of delay penalty to the tune of Rs 5183/-, the respondent no. 1 did not prove on record that complainant defaulted in making payment. In fact, amount more than the basic sale price stands paid upto year 2015. So, respondent is not entitled to recover these charges from complainant.

g. Lastly respondent has charged a value added tax (VAT) of ₹22,616/- from the complainant, with regard to the same, Authority is of the view that VAT charged by the respondent is a government tax, therefore, the complainants are liable to pay it. As per clause 8.1 of FBA, complainant is obligated to pay VAT to the respondent.

25. Now, issue which remains to be adjudicated is delay interest. Respondent had offered possession of unit on 12.11.2021 without receipt of occupation certificate. Said offer was not valid offer and complainant was not bound to accept it. Occupation certificate was received later on 20.07.2022. Meaning thereby that no valid offer of possession duly supported with occupation certificate has been issued to complainant till date. In these 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 unit, the allottee can also demand, and the respondent is liable to pay, interest for the entire period of delay caused at

the rates prescribed. The respondent in this case has not made valid offer of possession to the complainant till date. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date of possession, i.e., 24.06.2013 up to the date on which a valid offer is sent to him after receipt of occupation certificate. For the purpose of calculation, the delay interest is calculated till date of this order along with monthly interest. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. However, interest shall not be charged for the period of 9 months as discussed in para F.II that covers force majeure conditions.

26. In the present complaint, the complainant intends to continue with the project and is 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".

27. 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;

28. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

***"Rule 15:** "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".

29. 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., 09.01.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.

30. Hence, Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate

prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 11.10% (9.10% + 2.00%) from the due date of possession i.e. 24.06.2013 to date of valid offer of possession, minus the force majeure period of COVID-19 period, i.e., 25.03.2020 to 24.09.2020 and 01.04.2021 to 30.06.2021.

31. Authority has got calculated the interest on total paid amount as per detail given in the table below:

Complainant claims to have paid an amount of Rs 21,93,717.7/-. In support, receipts of Rs 21,84,421.78/- have been annexed in complaint file as Annexure C-4. For total paid amount statement of account has been annexed at page 75 of complaint. Accordingly, an amount of Rs 21,84,421.78/- is taken from receipts annexed in complaint file and remaining/differential amount of Rs 9295.92/- is taken from statement of account dated 21.10.2015.

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 09.01.2025 (in ₹) excluding force majeure period				
			24.06.2013 DDOP or date of payment whichever later to 24.03.2020	25.03.2020 to 24.09.2020 Covid	25.09.2020 to 31.03.2021	01.04.2021 to 30.06.2021 Covid	01.07.2021 to 09.01.2025
1.	21,84,421.78	24.06.2013	1638173	No interest	124889	No interest	856287

2.	9295.92	21.10.2015	4571	No interest	531	No interest	3644
Total :	21,93,717.7			No interest		No interest	
			Total Rs 26,28,095/-				
Monthly interest w.e.f 09.02.2025			Rs 20014/-				

32. Complainant in its relief sought has claimed refund/adjustment of excess paid amount of Rs 2,38,426.93/- on account of preferential location charges. However, said point has neither been argued at the time of hearing nor any documentary evidence has been placed on record in support of it. It is pertinent to mention here that complainant has paid said amount in year 2013 and has not raised objection to it till year 2022. For good number of nine years, complainant was silent on payment of said amount. Moreover, complainant has not been able to prove on record as to why alleged amount is not payable on account of preferential location charges. Hence, no direction is passed against said relief.

F. DIRECTIONS OF THE AUTHORITY

33. 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 issue fresh offer of possession duly supported with occupation certificate within next 30 days along with statement of statement of account issued in compliance of directions passed in this order incorporating therein delay interest of ₹ 26,28,095/- and monthly interest of Rs 20,014/- towards delay already caused in handing over the possession. It is pertinent to mention here that respondent has already tendered cheque bearing no. 002594 dated 10.07.2024 for an amount of Rs 19,11,201/- issued in favor of complainant. Said cheque has already been got encashed by the complainant so same be adjusted towards the amount of delay interest by the respondent.

(ii) Further respondent is directed to execute conveyance deed within 90 days after handing over of valid legal possession to complainant.

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

(iv) The rate of interest is chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

(v) The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

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

.....
CHANDER SHEKHAR
[MEMBER]

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

.....
NADIM AKHTAR
[MEMBER]

.....
PARNEET SINGH SACHDEV
[CHAIRMAN]

****Separate order containing dissenting view is attached below:**

1. We, the undersigned have the privilege of going through the order authored by Hon'ble Chairman and are in complete agreement with the findings on all issues except exemption on account of force majeure and delay interest in captioned complaint.

2. Respondents have pleaded that deemed date of possession was subject to the force majeure events such as NGT Bans and COVID-19. Details of said events have been summarized in the table below:-

Sr. No.	Details of Ban on Construction	Duration/Time Period
1.	Order dated 19.07.2016 passed by NGT	30 days
2.	Order dated 07.11.2017 passed by Environment Pollution (Prevention and Control) Authority	90 days
3.	Order dated 01.11.2019 passed by Environment Pollution (Prevention and Control) Authority	4 days
4.	Order dated 04.11.2019 passed by Hon'ble Supreme Court in M.C.Mehta vs Union of India	102 days
5.	Nationwide lockdown in order to curb COVID-19 w.e.f 25.03.2020 to 24.09.2020 and second wave of COVID-19 w.e.f 12.04.2021 to 24.07.2021	184 +103 days=287 days
Total=513 days		

Deemed date of possession in the present case is 24.06.2013. Therefore, question arises for determination as to whether any situation or circumstances which could have happened after to this date, due to which

the respondent could not carry out the construction activities in the project can be taken into consideration? Also to look at the aspect as to whether the said situation or circumstances were in fact beyond the control of the respondents or not? There is delay on the part of the respondents and the various reasons given by the respondents such as the NGT order, Covid outbreak etc. are not convincing enough for two fold reasons, firstly, as respondents had claimed that NGT orders passed in year 2016,2017 and 2019 have been one of the cause for delay in construction activity of the project. It is pertinent to mention here that respondents herein are in business of real estate sector and are well aware of fact that certain bans on construction activity of the project duly hampers the construction progress at site. The deemed date of possession has been provided by respondents considering all such factors. Moreover, any event that subsequently occurred in the year 2016 could not have hampered the deemed date/construction work that was to be completed till the year 2013. Secondly, respondents himself had promised to deliver possession of unit to complainant by 24.06.2013 so any delay if has occurred during completion of apartment, the respondents cannot burden it upon complainant. Complainant is not at fault for trusting respondents by depositing the amount to respondents in return of delivery of possession of unit. Therefore, now, the respondents cannot be

allowed to take advantage of the delay on their part by claiming the delay in statutory approvals/directions.

As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as ***M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (I) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020*** dated 29.05.2020 has observed that:

"69. *The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March,2020 in India. The contractor was in breach since september,2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.*

The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September,2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself."

3. Moreover, the respondents have not provided the construction status of unit in question with latest photographs on record to support the fact that respondents have fulfilled their obligations and complainant is shying away from his duties/obligations. In the same terms, it is a mere submission by respondents that complainant did not honour demand letters on time as no demand in particular has been pin pointed to establish it. So, the plea of

respondents to consider force majeure conditions towards delay caused in delivery of possession is without any basis and the same is rejected.

4. Fact remains that respondents have not issued any possession letter to the complainant till date after receipt of occupation certificate. Complainant has got to know about receipt of occupation certificate only after filing of present complaint that too on receipt of reply. During pendency of complaint, respondents did not even bothered to issue proper offer of possession duly supported with occupation certificate. Moreover, the proviso to Section 18 of the RERA Act,2016 clearly entitles the allotee to receive delay interest till handing over of possession. Same is reiterated below for reference:-

*"**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".

5. In view of aforesaid observation, the respondents are directed to issue fresh offer possession to complainant within next 45 days alongwith statement of receivables and payables made in consonance with observations made in this

order inclusive of delay interest plus monthly interest which is calculated in the table below:-

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 09.01.2025 (in ₹)
1.	21,84,421.78	24.06.2013	28,02,033/-
2.	9295.92	21.10.2015	9524/-
Total:	21,93,717.7		28,11,557/-
Monthly interest commencing w.e.f 09.02.2025	21,93,717.7/-		20,014/-
Amount already paid by the respondents= (Cheque to the tune of Rs 19,11,201/- towards delay interest bearing no. 002594 dated 10.07.2024 already tendered by the respondent in favor of complainant.)			Rs 19,11,201/-
Amount payable by respondents after deduction of already paid amount=			Rs 9,00,356/- plus monthly interest.

6. Accordingly, parties are directed as follows:-

   i. Respondents are directed to issue fresh offer of possession within next 30 days along with statement of account issued in compliance of directions passed in this order incorporating therein delay interest calculated above in table mentioned in para 5.

ii. Complainant is also directed to accept the possession within next 30 days of receipt of offer alongwith payment of outstanding due amount, if any.

7. With the aforesaid directions, the case stands **Disposed of**. File be consigned to record room after uploading on the website of the Authority.

.....
CHANDER SHEKHAR
[MEMBER]

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

.....
NADIM AKHTAR
[MEMBER]