



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

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| Complaint no.: | 1175 of 2023 |
| Date of filing.: | 26.05.2023 |
| First date of hearing.: | 08.08.2023 |
| Date of decision.: | 22.07.2025 |

Kaushalendra Singh s/o Sh. Narendra Singh
R/o Flat No. 202, 2nd Floor,
Maa Bhagwati, Group Housing Society
Plot No. 15, Sector 02, Near Community Center,
Faridabad, Haryana-121002

....COMPLAINANT

VERSUS

M/S BPTP Limited
Plot No. 28 ECE House, K. G Marg
Connaught Circus
New Delhi, 110001

....RESPONDENT

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

Chander Shekhar **Member**

Present: - Mr Kaushalendra Singh, Complainant through VC

Mr. Tejeshwar Singh, Counsel for the respondent through VC

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, details of sale consideration, 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, Sector 75, 82 to 85, Faridabad. |
| 2. | Nature of the project. | Residential |
| 3. | RERA Registered/not registered | Not Registered |
| 4. | Details of unit. | PE-99-GF measuring 1025 sq. ft. |
| 5. | Date of builder buyer agreement | 09.02.2012 |



| | | |
|----|--|---|
| 6. | Due date of possession | 09.02.2014 |
| 7. | Possession clause in BBA (Clause 5.1) | <p>Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the seller/ confirming party or any restraints/restrictions from any courts/authorities but subject to the purchasers) 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 other charges and having complied with all provisions, formalities, documentations etc., as prescribed by the Seller Confirming Party whether under this Agreement or otherwise from time to time, the Seller/Confirming Party proposes to offer the handing over the physical possession of Floor to the Purchaser(s) within a period of twenty four (24) months from the date of execution of floor buyer agreement. 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 thirty (24) months, for filing and pursuing the grant of an occupation certificate from the concerned authority with respect to the plot on which the floor is situated. The Seller/Confirming Party shall give a Notice of Possession to the Purchasers with</p> |



| | | |
|-----|----------------------------|--|
| | | regard to the handing over of possession and 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). |
| 8. | Total sale consideration | ₹19,69,329/- |
| 9. | Amount paid by complainant | ₹20,94,430/- |
| 10. | Offer of possession. | 02.08.2024 |

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that complainant had booked a unit in the project of the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana on 10.06.2009. Vide allotment letter dated 06.10.2011 complainant was allotted unit bearing No. PE-99-GF measuring 1025 sq. ft. A builder buyer agreement was executed between both the parties on 09.02.2012. As per clause 5.1 of the agreement, possession of the unit was to be delivered within a period of twenty four (24) months from the date of execution of floor buyer agreement. Said period expired on 09.02.2014. Further, the respondent was allowed a period of 180 days for filing and

[Signature]
Attorney

pursuing grant of occupation certificate from competent Authority. The total sale consideration of the floor was fixed at ₹ 19,69,329/-.

4. As per the agreement, possession of the unit should have been handed over by 09.02.2014, however, respondent has failed to offer possession within stipulated time to the complainants.
5. The complainant has made a total payment of ₹ 20,94,430.15/- to the respondent in lieu of the booked unit. The complainants have made all the payments to the respondent as per the agreed payment schedule.
6. It is further submitted that from booking of the floor till date, the respondents have never informed the complainants about any force majeure or any other circumstances which were beyond reasonable control of the respondents and has led to delay in the completion and development of the project within the time prescribed in the agreement. There has been an inordinate delay of more than 10 years in delivery of possession of the floor. For the delay caused in delivery of possession, complainant is entitled to receive delay interest from the deemed date of possession till the date possession is handed over to the complainant.
7. Therefore, the complainant has filed the present complaint seeking possession of booked unit along with delay interest for delay caused in delivery of possession.



C. RELIEF SOUGHT

8. That the complainant seeks following relief and directions to the respondent:-
- i. Direct the respondent to pay complainant the delay compensation charges as per prevailing Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR +2% (9,30%) HRERA regulations.
 - ii. Direct the respondent to complete pending work, handover the possession of the unit and execute the conveyance deed in favour by the complainant at earliest.
 - iii. Direct the respondent to pay ₹ 8,00,000/- for mental agony/harassment and for deficiency of service and ₹ 50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses; and
 - iv. Pass any other order(s)/ Direction(s) that this Hon'ble Court may deem fit and proper in the present facts and circumstances.
9. During hearing, complainant submitted in the captioned complaint that since respondent had submitted that the project had received occupation certificate on 30.04.2024 and the unit is ready for possession, complainant had visited the site of the project on 30.07.2024 and found numerous deficiencies in the unit which were filed in the registry vide document dated 20.08.2024. Subsequent to complainant's visit respondent had issued an offer of possession on 02.08.2024 however, respondent had failed to adjust the delay



interest admissible to the complainant. Complainant further submitted that no communication or efforts have been made by the respondent since the last date of hearing with regard to adjustment of delay interest admissible to complainant post offer of possession.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 11.03.2024 pleading therein:

10. That the unit in question bearing no. PE-99-GF was allotted to the complainant vide allotment letter dated 06.10.2011 in the project being developed by the respondent. Thereafter, the parties mutually, executed a builder buyer agreement dated 09.02.2012 in respect of the unit in question.
11. That as per the buyer's agreement possession of the unit was to be handed over within a period of 24 months from the date of execution of the buyer's agreement along with grace period of 180 days. At this stage, it is submitted that the grace period has also been considered by Ld. Tribunal, Chandigarh in the case titled as **Emaar MGF Land Ltd. Vs Laddi Paramajit Singh Appeal No. 122 of 2022**. Hence, as per aforementioned clauses, the subjective due date comes out to 09.08.2014. However, this due date was subject to the incidence of force majeure circumstances and the timely payment of instalments by the complainant.



12. That in the year 2012, on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals (which includes sand) was regulated. Reference in this regard may be taken from the judgment of **Deepak Kumar v. State of Haryana, (2012) 4 SCC 629**, where the competent authorities took substantial time in framing the rules in case where the process of the availability of building materials including sand which was an important raw material for the development of the said project became scarce. The Respondent was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. It is pertinent to state that the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 02.11.2015, mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna river bed. These orders in fact inter-alia continued till the year 2018.

Additionally, the construction of the project was marred by the Covid-19 pandemic, 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, a series of lockdowns have been faced by the citizens of India including the complainant and respondent herein. Further, during the period from 12.04.2021 to 24.07.2021, each and every activity including construction activity was banned in the State.

13. That in addition to the above, the construction was also affected by the act of non-receipt of timely payment of instalment against the booked floor by the complainant. Despite issuing several demand/reminder letters, the complainant failed to adhere to the agreed payment plan. Copies of the demand letters, payment receipts, reminders and final opportunity letters are annexed as Annexure R4(colly).
14. That in the given facts and circumstances, it is categorical to note that since the binding rights and obligations of the parties are derived from the builder buyer agreement dated 09.02.2012, which was executed prior to the implementation of the Real Estate (Regulation and Development) Act, 2016, the latter is not applicable and in such a circumstance, the Act cannot be allowed to re-open or re-write a contract. That agreements that were executed prior to the implementation of RERA Act, 2016 and Rules, 2017 shall be binding on the parties and cannot be reopened.
15. During hearing, learned counsel for the respondent submitted that offer of possession has been duly issued to the complainant on 02.08.2024 after



receipt of occupation certificate on 30.04.2024. Said offer of possession is a valid offer of possession which has not been accepted by the complainant for reasons best known to him. He further submitted that the liability of delay interest on part of the respondent stops on 02.08.2024 i.e when a valid offer of possession was issued to the respondent. Further, the complainant himself has defaulted in making payments as per the schedule, a copy of which is attached as Annexure- 4 of the reply.

16. Learned counsel for the respondent also submitted that grace period provided in floor buyer agreement for obtaining occupation certificate be considered while calculating deemed date of possession and prayed for relaxation in calculating deemed date of possession on account of force majeure event including relaxation of period due to outbreak of Covid-19.

E. ISSUES FOR ADJUDICATION

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

F. FINDINGS ON OBJECTIONS OF THE RESPONDENT

18. Respondent in the captioned complaint has submitted that provisions of the RERA Act of 2016 will not apply on the agreements executed prior to coming into force of RERA Act, 2016. Accordingly, respondent has argued that relationship of builder and buyer in this case will be regulated by the agreement previously executed between them and the same cannot be



examined under the provisions of RERA Act. In this regard, Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of builder buyer agreements. After RERA Act of 2016 coming into force the terms of agreement are not re-written, the Act of 2016 only ensures that whatever were the obligations of the promoter as per agreement for sale, the same may be fulfilled by the promoter within the stipulated time agreed upon between the parties. Issue regarding opening of agreements executed prior to coming into force of the RERA Act, 2016 was already dealt in detail by this Authority in complaint no. 113 of 2018 titled as **Madhu Sareen v/s BPTP Ltd** decided on 16.07.2018. Relevant part of the order is being reproduced below:

"The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller."



Further, as per judgement of Hon'ble Supreme court in **Newtech Promoters and Developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021** it has already been held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects. Furthermore, as per section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder, therefore this Authority has complete jurisdiction to entertain the captioned complaint.

Execution of builder buyer agreement is admitted by the respondent. Said builder buyer agreement is binding upon both the parties. As such, the respondent is under an obligation to hand over possession on the deemed date of possession as per agreement and in case, the respondent failed to offer possession on the deemed date of possession, the complainant is entitled to delay interest at prescribed rate u/s 18(1) of RERA Act.

G. OBSERVATIONS OF THE AUTHORITY

19. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that the complainant in the captioned complaint was allotted unit bearing no. PE-99-GF measuring 1025 sq. ft vide allotment letter dated 06.10.2011 in the project being developed by the



respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana. A builder buyer agreement was executed between both the parties on 09.02.2012. As per clause 5.1 of the agreement possession of the unit was to be delivered within a period of twenty four (24) months from the date of execution of floor buyer agreement. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate from competent Authority. The total sale consideration of the floor was fixed at ₹ 19,69,329/- against which the complainant has made a payment of ₹ 20,94,430.15/- till date. Complainant has filed the present complaint seeking possession of the booked unit along with delay interest for the delay caused in delivery of possession and execution of conveyance deed.

20. As per clause 5.1 of the agreement possession of the unit should have been delivered within a period of (24) months from the date of execution of floor buyer agreement. Said period expired on 09.02.2014. The agreement further entitles the respondent to a grace period of 180 days after expiry of 24 months for filing and pursuing the grant of occupation certificate with respect to the plot on which the unit is situated. In this regard, it is observed that respondent had sought a grace period from 10.02.2014 till 09.08.2014 for pursuing grant of occupation certificate, however, as per record, the respondent had applied for issuance of occupation certificate on 25.04.2024



i.e., after lapse of nearly 10 years from the proposed grace period. The respondent had failed to complete construction of the unit within stipulated time and apply for grant of occupation certificate with the concerned Authorities within the time limit prescribed in the builder buyer agreement i.e immediately after after expiry of 24 months of date of execution of agreement. The delay is entirely on the part of respondent. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, this grace period of 180 days cannot be allowed to the promoter. Thus the deemed date of possession works out to 09.02.2014.

The respondent has averred that the delay in delivery of possession has been due to various force majeure conditions. Respondent has cited delay in construction of the project due to disruption in construction activity due to regulation of mining activities of minor minerals as per directions of Hon'ble Supreme Court, non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal and stay on mining activities by National Green Tribunal in several cases related to Punjab and Haryana. However, respondent has failed to attach copies of the respective orders banning/ prohibiting the construction activities. Respondent has failed to adequately prove that the extent to which the construction of the project in question got affected. Furthermore, respondent has submitted that the construction of the project got severely affected due to COVID-19 outbreak. It is observed that the



Covid-19 pandemic hit construction activities post 22nd March 2020 i.e six years after the deemed date of possession, therefore, as far as delay in construction due to outbreak of Covid-19 is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as **M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (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 as an excuse for non-performance of contract for which deadline was much before the outbreak itself”

21. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainant by 09.02.2014. However, respondent failed to complete construction of the project and deliver possession within stipulated time. Thereafter, the respondent had



issued an offer of possession to the complainant on 02.08.2024 after receipt of occupation certificate dated 30.04.2024. Complainant has admitted to having received the offer of possession but has further stated that he did not act upon the said offer as there were numerous deficiencies in the unit and also the respondent had failed to adjust the delay interest admissible to the complainant. Complainant has filed an application dated 20.08.2024 in the registry to place on record the deficiencies in the unit in question.

In this regard it is observed that the unit in question has received occupation certificate on 30.04.2024. Thereafter vide offer of possession letter dated 02.08.2022 respondent had apprised the complainant that occupation certificate has been received and the unit bearing no. PE-99-GF is ready for possession. Respondent had also issued a detailed statement of account of payable and receivable amounts pertaining to the said unit. A bare perusal of the application dated 20.08.2024 filed by complainant reveals that the complainant has merely filed photographs of the unit in question as on 30.07.2024. Complainant has not mentioned as to what deficiencies existed in the unit. From the photographs it can be ascertained that construction works are complete in respect of the unit and only minor fit out works like attachment of switch boards/ sink, window panel etc are remaining. Generally, as a matter of practice once an allottee accepts the offer of possession it is only thereafter that these fitouts are added to the unit to



avoid corrosion/depletion. The respondent promoter attaches the same before physical handing over of possession. This does not mean that the unit itself is uninhabitable. Also, occupation certificate for the unit in question has been issued by the Department of Town and Country Planning which further makes it clear/evident that the unit is in a habitable condition and is fit for occupation.

22. It is further the argument of the complainant that the respondent had failed to adjust the component of delay interest in the statement of accounts issued along with the offer of possession letter dated 02.08.2024. With respect to the delay interest admissible to the complainant, it is observed that the complainant is here before this Authority seeking possession of the unit in question along with admissible delay interest. The quantum of delay interest was subjudice before the Authority and the respondent could not have adjusted the same in the statement of accounts dated 02.08.2022. It is only after a valid offer of possession has been issued, the liability of delay interest on the part of respondent stops and then the quantum of delay interest is calculated as per Rule 15 of HRERA Rules, 2017.

In the present complaint a valid offer of possession was issued to the complainant on 02.08.2024 after receipt of occupation certificate and along with details statement of payable and receivables amounts. Complainant should have accepted the said offer of possession as there was no



impediment in having accepted the same and the payable/receivable of both the parties would have been decided by the Authority.

23. The facts set out in the preceding paragraph demonstrate that in the captioned complaint delivery of possession of the booked unit has been delayed beyond the time period stipulated in the builder buyer agreement. Possession of the unit was to be delivered to the complainant on 09.02.2014, however, a valid offer of possession was issued to the complainant on 02.08.2024, i.e after a gap of more than 10 years. Admittedly there has been an inordinate delay in delivery of possession but the complainant wishes to continue with the project and take possession. In these circumstances, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the booked floor, the complainant is also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainants. So, the Authority hereby concludes that complainant is entitled to receive delay interest for the delay caused in delivery of possession from the deemed date of possession i.e 09.02.2014 till the date of valid offer of possession i.e 02.08.2024. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:



(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

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 (NCLR) 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"

24. 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 10.90% (8.90% + 2.00%) from from the due date of possession till the date of a valid offer of possession i.e 02.08.2024

25. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession in the captioned complaint as mentioned in the table below:

| Sr. No. | Principal Amount (in ₹) | Deemed date of possession or date of payment whichever is later | Interest Accrued till date of offer of possession i.e 02.08.2024(in ₹) |
|---------------|-------------------------|---|--|
| 1. | 20,73,562/- | 09.02.2014 | 23,70,405/- |
| 2. | 20,868/- | 24.11.2016 | 17,505/- |
| Total: | 20,94,430/- | | 23,87,910/- |

26. It is pertinent to mention that in the captioned complaint, complainants have received timely payment discount from the respondent as a credit towards payment made within the prescribed time. As a benefit, the said discount was credited towards the total sale consideration made by the complainants and was an essential component in determining the balance payable amount. Perusing the receipts and demand letters, it cannot be denied that these payments form a part of the total amount paid by the complainants. Although it is true that this discount is an act of good will on the part of the



respondent but complainants cannot be denied their rights especially when the respondent company itself considers this as a paid amount as per payment policy. Therefore, the complainants cannot be denied of claiming interest on the total amount paid in respect of the booked unit including the component of timely payment discount. Accordingly, the delay interest for delay caused in handing over of possession has been provided on the entire amount for which the receipts have been issued by the respondent.

27. Further, with regard to the issue of execution of conveyance deed, Authority is of the considered view that there is no impediment on execution of conveyance deed in favor of an allottee when allottee pays the full consideration and gets the possession. After this stage, execution of conveyance deed is nothing but updating of records in respect of transfer of property. Thus, the respondent-promoter is obligated/duty bound under Section 17 of the RERA Act, 2016 to execute a registered conveyance deed in favour of the complainant-allottee.

28. The complainant is seeking compensation to the tune of ₹. 8,00,000/- on account of mental agony/harassment and for deficiency of service and ₹ 50,000/- as litigation expense. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges

under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

F. DIRECTIONS OF THE AUTHORITY

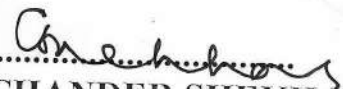
29. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent is directed to pay upfront delay interest of ₹23,87,910/- (till the date of offer of possession i.e 02.08.2022) to the complainant towards delay already caused in handing over the possession. A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.



- ii. Respondent shall handover possession of the unit to the complainant within 15 days. Complainant shall make payment of balance sale consideration, if any, and accept the physical possession of the unit within next 15 days.
- iii. Respondent is directed to get the conveyance deed registered within 30 days of the complainant's accepting the possession.
- iv. Complainant will remain liable to pay conveyance deed charges, if any, to the respondent at the time of taking over of possession.
- v. The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

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


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]