



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2020 of 2023
Date of filing.:	11.09.2023
First date of hearing.:	17.10.2023
Date of decision.:	22.07.2025

Ruchi Gupta

R/o H.no 136-B, Gali No 6, Krishan Nagar, New Delhi

Presently residing at

N-62 Humayupur Opposite Axis Bank ATM,

Safdurjung Enclave, South West Delhi,

Delhi

....COMPLAINANT

VERSUS

1.M/S BPTP Limited

2. M/S New Age Town Planners limited

Both having Regd Office at

M-11, Middle Circle.

Connaught Circus,

New Delhi, 110001

....RESPONDENTS

CORAM:

Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Present: -

Mr. Narender Yadav, Counsel for the complainant
through VC

Mr. Tejeshwar Singh, Counsel for the respondents 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
4.	RERA Registered/not registered	Not Registered
5.	Details of unit.	PE-159-GF
6.	Date of builder buyer agreement(with	07.02.2013



	original allottee)	
7.	Due date of possession	07.02.2015
8.	Possession clause in BBA (Clause 5.1)	<p>Subject to Clause 14 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 or sanction of building plan, whichever is later. 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</p>



		situated. The Seller/Confirming Party shall give a Notice of Possession to the Purchasers with 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).
9.	Date of endorsement in favour of complainant/allottee	03.09.2013
10.	Total sale consideration	₹27,79,101.72/-
11.	Amount paid by complainant	₹22,11,025/-
12.	Offer of possession.	02.08.2024

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that original allottee Mr. Puran Singh Bisht had booked a unit in the project of the respondents namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana in the year 2009. Vide allotment letter dated 24.12.2009 he was allotted unit bearing No. L-34-GF admeasruig 1418 sq.ft in the aforesaid project through draw of lots held on 11.12.2009. However, later on the basis of an application to the respondents, the allotment of the original allottee was shifted to PE-159-GF.

4. A builder buyer agreement was executed between both the parties on 07.02.2013 in respect of unit no. PE-159-GF. A copy of the floor buyer agreement is annexed as Annexure C-2.
5. That due to some reason the original allottee could not continue with the allotment. The complainant purchased the rights qua unit no. PE-159-GF from the original allottee and accordingly by way of endorsement the name of the complainant was substituted in respect of the unit in question. A copy of the endorsement form dated 03.09.2013 is annexed as Annexure C-3.
6. 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 or sanction of building plan, whichever is later. The period of 24 months from the date of execution of the floor buyer agreement expired on 07.02.2015. Further, the respondents was allowed a period of 180 days for filing and pursuing grant of occupation certificate. The basic sale consideration of the floor was fixed at ₹ 27,79,101.72/-.
7. The complainant paid to the respondents various amounts as per schedule and as and when demanded by the respondents. The complainant has made a total payment of ₹22,11,025/- towards the booked unit to the respondents in present complaint. A copy of the payment receipts is annexed as Annexure C-5.



8. As per the agreement, possession of the unit should have been handed over by 07.02.2015, however, respondents have failed to offer possession within stipulated time to the complainant.
9. It is also submitted that in terms of the agreement in case of delay in construction and development, the respondents had made the provision of only Rs 5 per sq of the super built up area per month as compensation to the purchaser in the agreement whereas in case of delay in payment of instalments by complainants, it had provided for the delay penalty @ 18% interest compounded quarterly. The complainants are aggrieved by such unilateral construction of the agreement as Rs 5 per sq ft is 2-3% and is thus too less compared to the exorbitant 18% rate of interest.
10. That when the complainant visited the office of the respondent company enquiring about the completion of the project, the respondents issued her a statement of account dated 28.07.2021 wherein the respondents have raised a demand of ₹ 5,92,946.34/- towards basic sales price, ₹ 73,877.08/- towards outstanding EDC/IDC charges, ₹ 2,18,774/- as payable interest and ₹ 18,944/- as VAT. The complainant raised objection to these demands as the same were not payable since possession had not been handed over till said date and further levy of interest and VAT demands was baseless since the respondents themselves had caused the delay.



11. Further latest photographs of the site shows that the construction is still incomplete and there is no progress to the same even after a lapse of more than 8 years. Copy of photograph dated nil is annexed as Annexure C-9.
12. Complaint in this case has been waiting for delivery of possession since past 9 years. However, the respondents has failed to deliver possession of the booked unit. Hence, the present complaint seeking possession of booked unit along with delay interest for delay caused in delivery of possession.

C. RELIEF SOUGHT

13. That the complainant seeks following relief and directions to the respondents:-
- i. Direct the respondents to deliver possession of the booked unit along with delay interest for the delay caused in delivery of possession.
 - ii. Direct the respondents not to charge interest and VAT from the complainant.
 - iii. Pay cost and damages to the complainant for the delay caused in delivery of possession.
 - iv. Any other relief which the applicant is entitled for under the Real Estate (Regulation & Development) Act, 2016 and the Haryana State Real Estate (Regulation and Development) Rules, 2017.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondents filed detailed reply on 22.01.2024 pleading therein:

14. That in the year 2009 the original allottee approached the respondents for booking a residential unit in the project of the respondents namely 'Park Elite Floors' being developed at Sector 75 Faridabad. Consequently, vide allotment letter dated 24.12.2009 original allottee was allotted unit no. L-34-GF. Thereafter, the unit of the original allottee was shifted to PE-159-GF vide re-allotment letter dated 27.09.2012 as per the mutual discussion between the parties.
15. Thereafter, a builder buyer agreement was executed between the parties in respect of the unit in question on 07.02.2013. As per clause 5.1 of the agreement possession of the floor was to be delivered within a period of 24 months from the date of execution of the agreement or sanction of building plan whichever is later along with a grace period of 180 days. Thus the deemed date of possession arrives at 07.08.2015
16. That the complainant and original allottee requested the respondent no. 1 to endorse the unit in question in the name of the complainant. Consequently, the unit was endorsed in the name of the complainant on 03.09.2013. Thus, all rights and obligations between the parties came into effect from 03.09.2013.



17. It is submitted that the complainant willingly and voluntarily after having complete knowledge about the construction and development status etc. entered into the shoes of the original allottee. That such prior knowledge amounts to acceptance of the existing circumstances with regard to any delay. Hence, the complaint is liable to be dismissed.

18. That the timely payment of instalments is the essence of the builder buyer agreement executed between the parties, accordingly, the respondent no. 1 raised demands upon reaching respective milestones, but the complainant unlawfully and malafidely failed in making the complete payments. That in such a circumstance, a number of demand letters and reminders were issued by the respondent no. 1 to the complainant, however, the complainant is a chronic defaulter and miserably failed in adhering to her obligation of making timely payment of instalments. The copies of payment request letters, reminder letters and final opportunity letters are annexed as annexure R6

19. As is evident from above, the complainant stood in default since 18.04.2014 for not making payment. Accordingly, the respondents had a right to terminate the unit of the complainant. After having waited for almost 4 years, a final opportunity letter dated 31.07.2018 was issued to the complainant to make payment of outstanding amounts, however, the complainant failed to remit the same. Thus, the respondents were



constrained to terminate the unit by issuing the termination letter on 19.11.2018. A copy of the termination letter is annexed as Annexure R7.

20. The complainant has filed the present complaint on 11.09.2023 after a gap of more than 4 years from the date of termination thus the present complaint is barred by limitation. No cause of action persists as on date and hence, the present complaint is liable to be dismissed.

E. REJOINDER FILED BY THE COMPLAINANT

21. Complainant had filed a rejoinder in the captioned complaint on 19.09.2024 pleading therein that the complainant never defaulted in payment of instalments. The complainant had deposited the amount as per payment plan. The possession of the unit was supposed to be handed over to the complainant by 07.02.2015 and till date the respondents are not in possession of occupation certificate/completion certificate. The photograph of the unit is attached with the complaint as Annexure C-7 which clearly shows that the development at the site. All the units in the photograph including the unit of the complainant are incomplete, if otherwise, the respondents should have completed the other units of the allottees who had paid their dues.

22. It is further submitted that the alleged final demand notices and the termination letter dated 19.11.2018 were never served upon the complainant. Moreover, when the complainant visited the office of the respondents on



28.07.2021, the complainant was issued a statement of account of pending dues towards the unit in question. The respondents did not inform the complainant that the unit has been terminated. The complainant came to know about termination the first time through the reply filed by the respondents. The termination letter dated 19.11.2018 is completely unjust and arbitrary.

F. APPLICATION FILED BY RESPONDENTS

23. Respondents had filed an application in the registry on 01.10.2024 for placing on record a copy of offer of possession dated 02.08.2024. In said application it is further submitted that occupancy certificate for the project in question has been obtained from the concerned authority on 05.06.2024 and accordingly the possession of the unit has been offered to the complainant thereafter on 02.08.2024. The unit is fully complete in all respects and ready for possession. Moreover, in the offer of possession, respondent no. 1 has also given/credited the delayed possession charges at the statutory rate of SBI MCLR + 2% from the due date of possession till offer of possession. Respondents have also placed on record photographs of the unit in question and CA certified calculation sheet pertaining to delayed possession charges calculated from 07.08.2015 till date of offer of possession.



**E.ORAL ARGUMENTS OF LEARNED COUNSEL FOR THE
COMPLAINANT AND RESPONDENTS**

24. Initiating his arguments, learned counsel for the complainant submitted that the complainant in this case has made a payment of ₹ 22,11,026.47/- to the respondents against total sale consideration of ₹27,79,101.72/-. Complainant has made all the payments as and when demanded by the respondents. The remaining balance sale consideration was to be paid at the time of offer of possession. As per buyer's agreement possession of the unit should have been delivered by 07.02.2015. However, the respondents failed to do the same within the stipulated time period. Just to cover up its lacunae the respondents cancelled the allotment of the complainant vide termination letter dated 19.11.2018. However, said letter was never served upon the complainant. The complainant had herself visited the office of the respondents on 28.07.2021 and the respondents had issued her a demand notice. Had the allotment of the complainant been cancelled than the respondents should have returned the amount after deduction of earnest money. The unit still stands in the name of the complainant. Hence, the termination dated 19.11.2018 is baseless



This is further evident from the fact that the respondents issued an offer of possession to the complainant on 02.08.2024 during the pendency of the complaint. The complainant is ready to accept the possession after making payment of balance sales consideration as per the statement of account issued along with said offer and accordingly both parties were amicably trying to settle the dispute qua the outstanding final amount. However, both parties have failed to agree on a demand of an amount of ₹ 8,13,616/- charged on account of interest on delayed payments. It is submitted that the respondents have not provided any justification for this amount as to how this can be charged when the complainant is making timely payment of instalments. Further any pending dues on the part of the complainant were to be paid at the time of offer of possession, respondents cannot raise interest over said amount. Learned counsel for the complainant further submitted that the respondents had wrongly calculated the delay interest on account of delay in delivery of possession from 07.08.2015 whereas it should have been calculated from 07.02.2015. Complainant is ready to make payment of outstanding sales consideration barring the payment of interest.

25. In response, learned counsel for the respondents submitted that the allotment of the complainant had been cancelled on 19.11.2018 on account of non payment of dues. However, the respondents being a customer centric



company has now offered possession of the unit in question to the complainant on 02.08.2024 after completion of all development work and receipt of occupancy certificate on 05.06.2024. Complainant should make payment of the outstanding demand and take possession of the unit.

26. During the course of hearing, respondents were specifically enquired if there is any proof of service with regard to service of letter of termination dated 19.11.2018 upon the complainant. Learned counsel for the respondents submitted that there is proof on file.

F. FINDINGS ON OBJECTIONS RAISED BY THE RESPONDENTS

F.I Objection raised by the respondents that the present complaint is barred by limitation.

Respondents have also taken objection that complaint is grossly barred by limitation. Reference in this regard is made to the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise wherein it is observed that the Indian Limitation Act applies only to courts and does not apply to quasi-judicial bodies. The scope of the various articles in this division cannot be held to have been so enlarged as to include within them applications to bodies other than courts, such as a quasi judicial tribunal, or even an executive authority. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the limitation



Act 1963 thus would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.

G. OBSERVATIONS OF THE AUTHORITY

27. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that original allottee Mr. Puran Singh Bisht had booked a unit in the project of the respondents namely "Park Elite Floors" in the year 2009. The original allottee was initially allotted unit no. L-34-GF admeasruig 1418 sq.ft which was later shifted to PE-159-GF vide re-allotment letter dated 27.09.2012. A floor buyer agreement was executed between both the parties on 07.02.2013 in respect of unit no. PE-159-GF. Thereafter, the complainant purchased the booking rights qua the unit in question and the same were endorsed in her favour on 03.09.2013. The basic sales consideration of the unit was fixed at ₹ 27,79,101.72/- against which a total amount of ₹ 22,11,026.47/- has been paid to the respondents till date. Complainant has filed the present complaint seeking possession of the booked unit along with delay interest as per provisions of RERA ACT, 2016.

28. As per clause 5.1 of the builder buyer 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 or sanction of building plan, whichever



is later. Taking 24 months from the date of execution of the agreement, the deemed date of possession works out to 07.02.2015. With regard to the clause of the agreement where the possession has been subjected to sanction of building plans it is observed that drafting of this clause is vague and uncertain and heavily loaded in favour of the promoter. Incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of possession of the unit and to deprive the allottee of his right accruing after delay in delivery possession. The agreement further provides that the promoter shall be entitled 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 floor is situated. The respondents have not placed on record any document to show that it had applied to the concerned authority for obtaining completion certificate/occupation certificate within the time limit prescribed in the builder buyer agreement. 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 07.02.2015.

The respondents in its submission have contended that since the complainants in this case are subsequent allottees, therefore the period stipulated in the agreement for delivery of possession should be reckoned



from the date of endorsement/ nomination. In this regard it is observed that the complainants had been acknowledged as allottees by the respondents in respect of the unit in question on vide endorsement letter dated 03.09.2013. A bare perusal of the said letter reveals that vide said letter the complainants are deemed as allottees in respect of the unit in question and the builder buyer agreement dated 07.02.2013. It has further been mentioned that the parties will be bound by all the terms/conditions of the said builder buyer agreement thereof. Also all the instalments paid by the original allottees had been endorsed in favour of the complainants. Thus it becomes quite clear that the complainants had stepped into the shoes of the original allottees. The subsequent allottees had purchased the unit well before the expiry of the due date so they cannot be expected to have knowledge by any stretch of imagination, that the project will be delayed, and the possession would not be handed over within the stipulated period. Further, there is no written agreement/document between the complainants and the respondents wherein it has been agreed that the period of delivery of possession will be reckoned from the date of nomination. Thus the contention of the respondents is rejected. The deemed date for delivery of possession shall be reckoned as agreed by way of builder buyer agreement. Hence the deemed date of possession for all intents and purposes remains unchanged as 07.02.2015.



29. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Rather than issuing an offer of possession, respondents had cancelled the allotment of the complainant vide termination letter dated 19.11.2018 on account of non payment of dues. However, it is the submission of the complainant that she had made all payments as and when demanded by the respondents and further the alleged letter of termination was never served upon her. In this regard it is observed that through the final opportunity letter dated 31.07.2018, respondents had called upon the complainant to make payment of ₹ 9,49,731/- within 15 days failing which the allotment of the complainants was to be cancelled. However, after the expiry of said 15 days, respondents did not cancel the allotment of the complainants. Rather the respondents issued a cancellation letter to the complainant on 19.11.2018. In case the complainant had defaulted in making payment of instalments, the respondents were entitled to cancel the allotment made in favour of the complainants. However, said cancellation should have been immediately affected once the complainant had defaulted in making payments and the amount paid by the complainants should have been returned after deducting earnest money. As per clause 7 of the agreement, in case allottee fails to pay the outstanding demand within the due date or time stipulated, respondents can cancel the allotment made in favour of the allottee along with forfeiture of earnest money (25% of the total sale consideration) and other charges including late payment charges.



Whereas in the present complaint, respondents failed to act on the final opportunity letter dated 31.07.2018 and chose to retain the amount paid by the complainant. The respondents wrongfully utilised the amount paid by the complainants and thereafter, issued a letter of cancellation on 19.11.2018 thus causing wrongful loss to the complainant. Further the respondents have failed to prove that the said termination letter was served upon the complainant. Also when the complainant herself visited the office of the respondent company, she was issued another demand letter on 28.07.2021 seeking more money rather than informing about the alleged cancellation. Thus the overall conduct of the respondents is whimsical and in disarray. Had the cancellation been genuine then the respondents should have returned the amount paid by the complainant after forfeiture of earnest money, however the respondents not only retained the entire amount but also further issued a demand letter to the complainant thus negating the said cancellation. In light of these facts, it is observed that the cancellation dated 19.11.2018 is bad in the eyes of law and void ab initio as the unit still stands in the name of the complainant.

30. As per observations recorded in preceding paragraph possession of the unit should have been delivered to the complainant on 07.02.2015. Respondents failed to deliver possession within stipulated time. The termination of the allotment of the complainant was itself wrong and thus void. The unit still stands in the name of the complainant. Now, it is the submission of the



respondents that being a customer centric company it has issued an offer of possession dated 02.08.2024 to the complainant after completion of all development works and receipt of occupancy certificate dated 05.06.2024. In this regard it is observed that the offer of possession has been duly issued after receipt of occupancy certificate and completion of development work which is evident from the photographs placed on record by the respondents. Thus, it is a valid offer of possession. The unit is habitable and there is no impediment to the complainant in accepting the same. Further, on account of delay caused in delivery of possession, the complainant is entitled to receive delay interest from the deemed date of possession i.e 07.02.2015 till the date of offer of possession i.e 02.08.2024 as per prescribed rate under RERA Act.

Along with said offer of possession, respondents have issued a statement of account for making payment of an amount of ₹ 23,15,071.71/- under various heads. Out of this demand the complainant is contending to demand of ₹8,13,616/- charged on account of interest on delayed payments and further that the respondents have not included the quantum of delay interest admissible to the complainant in said statement. With regard to the demand of ₹ 8,13,616/-, it is observed that the respondents have failed to provide any justification for the calculation of said amount of interest. Complainant in this case has already paid an amount of ₹ 22 lakh to the respondents towards



sale consideration. On first instance, this demand of ₹ 8,13,616/- appears a blanket demand wherein there is no component wise break up of the same. Complainant cannot be expected to pay the same without seeking valid justification. Since the parties had earlier failed to arrive at a settlement it is observed that the respondents shall provide a complete detailed break up to the complainant of the demand of ₹ 8,13,616/-. The respondents shall give a proper table to the complainant mentioning therein the demand of which the payment has been delayed by the complainant, the date of said demand and the period of delay. The complainant shall herself verify the said demand. In case there is delay in making payment on the part of complainant, complainant shall remain obligated to pay interest for such delay as per Section 19(7) of RERA Act 2016 i.e at the equitable rate of interest that is been paid by the promoter for the delay caused in handing over of possession

31. Now with regard to the quantum of delay interest to be paid by respondents, it is observed that the respondents have calculated an amount of ₹ 20,95,058/- on account of delay interest admissible to the complainant from 07.08.2015 till offer of possession 02.08.2024. However, as per the observations recorded in proceeding paragraph the complainant is entitled to receive delay interest from the deemed date of possession i.e 07.02.2015 till offer of possession 02.08.2024. The respondents have wrongly calculated



the delay interest admissible to the complainant and therefore the same is quashed.

32. The complainant is entitled to receive interest for the period from 07.02.2015 till 02.08.2024 as per RERA Act, 2016. 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(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;

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%:

Signature

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"

33. Hence, Authority directs respondents 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.
34. 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 respective complaints as mentioned in the tables 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.	22,11,025/-	07.02.2015	22,87,866/-
Total:	22,11,025/-		22,87,866/-

Satvee

35. Complainant in the captioned complaint is seeking payment of cost and damages to the complainant for the delay caused in delivery of possession. . 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

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

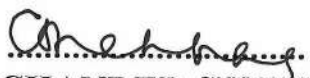
- i. Respondents are directed to pay upfront delay interest of ₹22,87,866/- (till date of offer of possession i.e 02.08.2024) to the complainant towards



delay already caused in handing over the possession within 90 days from the date of this order .

- ii. The respondents shall provide a detailed justification to the complainant of ₹ 8,13,616/- raised towards interest within 15 days of uploading of this order. The complainant shall verify the said demand within the next 15 days and thereafter approach the respondents to take possession of the unit upon making payment of the balance sale amount, if any, after adjustment of this demand and component of delay interest.
- iii. Complainants will remain liable to pay balance consideration amount, if any, to the respondents at the time of taking over of possession.
- iv. The respondents shall not charge anything from the complainant which is not part of the agreement to sell.

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


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]