



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no :	1349 of 2023
Date of filing :	26.06.2023
First date of hearing :	03.08.2023
Date of decision :	27.05.2025

Ramesh Kumar Malik S/o Dhaja Ram  
R/o D-011, New Town Heights DLF,  
Sector 86, Gurugam, Haryana-122004

....COMPLAINANT

VERSUS

Ruhil Promoters Private Limited  
Office at Sector-3 Bahadurgarh,  
District Jhajjar, Haryana-124507

.....RESPONDENT

**CORAM:** Dr. Geeta Rathee Singh  
Chander Shekhar

Member  
Member

**Present:** - Adv. Jasdeep Singh, Ld. Counsel for Complainant through VC.  
Adv. Kamal Dahiya, Ld. Counsel for Respondent through VC.

### **ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

1. Present complaint has been filed on 26.06.2023 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:

Sr. No.	Particulars	Details
1.	Name of the project.	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017
4.	Details of Unit.	C-804, Floor No. 8, Block/Tower C-4, Type-3 BHK+3TH, measuring super area of 1708 sq. ft.
5.	Date of Builder/ Apartment Buyer Agreement	03.01.2013
6.	Due date of possession	03.06.2016
7.	Possession clause in BBA (Clause 9.1)	<i>"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc.,</i>



		<i>the Developer proposes to complete the construction within a period of 36 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."</i>
8.	Total/Basic sale consideration	₹40,00,000/-
9.	Amount paid by complainant	₹43,40,000/-
10.	Whether occupation certificate received or not.	Received on 17.03.2022
11.	Offer of possession	08.04.2022

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

3. In captioned complaint, complainant had booked an apartment bearing no. C-804, 8<sup>th</sup> Floor, Block/Tower C-4, Type-3 BHK in respondent's project, namely "Ruhil Residency", situated at Sector-3, Bahadurgarh" in the year 2013.
4. The total sale consideration (including basic sale price and EDC & IDC) of the unit was fixed as ₹40,00,000/- against which the complainant had made lumpsum payment of entire amount of ₹40,00,000/- for the unit on 04.10.2012. A builder buyer agreement was executed between the parties on 03.01.2013. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the unit within 36 months along with a





grace period of 180 days. The period of 42 months from the date of execution of the agreement expired on 03.06.2016.

5. It is the submissions of the complainant that despite a lapse of more than 7 years from the deemed date of possession, respondent has failed to handover possession of the unit in question to the complainant. Instead of delivering possession, respondent had rather raised a demand of ₹3,40,000/- on account of staircase charges and maintenance charges vide demand letter dated 25.07.2022. It is alleged that staircase charges and maintenance charges are not a part of the builder buyer agreement.

On receipt of said demand letter, complainant contacted one of the representatives of the company and asked for the waiver of the demands as they were never a part of the agreement, instead of considering the request of the complainant, the representative threatened the complainant that on account of non-payment of the said amount the complainant will not be given the possession of the unit and the respondent would levy high rate of interest on delayed payment. Therefore, complainant, under protest, finally paid the amount of ₹3,40,000/- to the respondent on 25.07.2022, receipt of which is annexed at page no. 53 of the complaint. Accordingly, the complainant has paid a total amount of ₹43,40,000/- against the total sale consideration of ₹40,00,000/- in lieu of the booked unit till date.

6. Even after payment of demand issued by the respondent vide letter dated 25.07.2022, the respondent failed to deliver possession to the complainant.



Aggrieved, the complainant sent an email dated 19.04.2023 to the respondent highlighting the wrongful practices being adopted by the respondent company. Respondent chose not to respond to the said email.

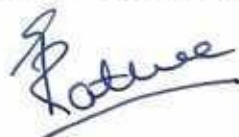
7. From booking of the unit till date, the respondent has never informed the complainant about any force majeure or any other circumstances which were beyond the reasonable control of the respondent and has led to delay in completion and development of the project within the time stipulated. The respondent was bound by terms and conditions of the agreement and delivered possession of the unit within time prescribed in the builder buyer agreement.
8. Respondent has miserably failed to complete the project and offer legal possession of the booked unit complete in all aspects even after taking payment of entire sale consideration. Therefore, complainant is left with no other option but to approach this Authority. Hence, the present complaint seeking relief of handing over possession of booked unit along with delay interest as prescribed as per RERA Act, on the already paid amounts by complainant from the deemed date of possession i.e. 03.06.2016 till the actual physical delivery of possession.

**C. RELIEF SOUGHT**

9. That complainant seeks following relief and directions to the respondent:-



- i. Direct the respondent to handover the possession of the above mentioned unit along with all the amenities, fitting and fixtures as per the agreement.
  - ii. Direct the respondent to pay the delay interest as per the act till the time the respondent failed to handover the physical possession of the unit.
  - iii. Direct the respondent not to raise any demands in respect of maintenance till date the physical possession is not handed over to the complainant and maintenance agreement is not executed by the builder.
  - iv. Direct the respondent to bear the expenses of the staircase which was never the part of the Agreement and because of the default of the respondent the said charges for the staircase needs to be pad by the respondent himself.
  - v. Direct the respondent/ Builder not to charge any interest in the form of the Holding Charges as the complainant had paid entire amount towards its consideration on 04.10.2012.
  - vi. 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.
10. During hearing, learned counsel for the complainant reiterated the averments as stated in the complaint. He further submitted that the



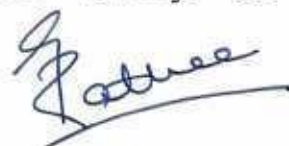


respondent had email dated 08.04.2022 as intimation of occupation certificate/ offer of possession to the complainant. However, this offer of possession was only for fit out purposes and not an actual offer of possession. Further the respondent had also failed to provide a detailed statement of account in respect of the booked unit and the delay interest admissible to the complainant on account of delay in delivery of possession. He further submitted that a valid offer of possession has not been made to the complainant till date. He prayed that direction be issued to the respondent to handover possession of the unit along with admissible delay interest.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned Counsel for respondent filed reply on 01.07.2024, pleading therein:

11. As per the builder buyer agreement dated 03.01.2013, respondent had proposed to handover the possession of the unit within a period of 36 months along with a grace period of 180 days from the execution of the agreement. The possession of the unit was to be handed over by 03.06.2016.
12. That respondent filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022,



occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for relaxation as Covid-19 outbreak lead to delay in handing over of possession. Thus, the Covid-19 period may be taken as zero period for the purpose of calculation of delay possession interest.

13. That time taken by the department since year 2020 for grant of occupation certificate be also taken as one of the force majeure, since respondent had no control over time taken by department allowing to issue occupation certificate. Furthermore, the project is complete in all respects, to support this respondent referred to report submitted in Complaint No. 413/2022 by Local Commissioner, whereby it is stated that the project is complete in all respects.
14. That respondent stated that complainant had not approached this Authority with clean hands, since complainant had concealed the material facts that possession had already been offered to the complainant by respondent vide letter dated 08.04.2022. Further, after the receipt of offer of possession dated 08.04.2022, the complainant had been requested on numerous occasions for settlement of dues and taking physical possession and after persistent requests, the complainant came at the project site on 25.07.2022, during settlement talks, it was finalized that an amount of ₹3,40,000/- was to be paid by the complainant and same was paid on





25.07.2022 which is annexed at page no. 53 of complaint and also on page no. 13 of the reply. Further, complainant denied to take possession of the unit in question without any substantial reason. In this way, complainant had violated Section 19(10) of the RERA Act, 2016 for not taking possession after issuance of offer of possession letter.

15. During hearing, ld. counsel for respondent stated that occupation certificate was issued by competent Authority on 17.03.2022 and possession of the unit was offered to complainant on 08.04.2022. Subsequent to the offer of possession, complainant was repeatedly requested on numerous occasions to settle the outstanding dues and take physical possession. Despite persistent requests, complainant only visited the project site on 25.07.2022 and on the same day the complainant was given a provisional demand letter (dated 25.07.2022) for remaining demand of ₹ 5,55,342/-. However, upon the request of the complainant, the respondent company gave a compensation of ₹ 2,15,342/- against said demand of ₹ 5,55,342/- and the complainant had to only pay ₹ 3,40,000/- as the total outstanding balance payment towards the booked unit. This amount was paid by the complainant on 25.07.2022. It is argued by the respondent counsel that since the complainant has already received compensation to the tune of ₹ 2,15,342/- from the respondent, the complainant is not entitled to receive any further interest/compensation again.



**E. ISSUES FOR ADJUDICATION**

16. Whether the complainant is entitled to relief of possession of a residential unit booked by him along with interest for delay in handing over the possession in terms of Section 18 of Act of 2016?
17. Whether the complainant is liable to pay maintenance charges, holding charges and staircase charges?

**H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

18. Facts set out in the preceding paragraph demonstrate that the complainant booked an apartment bearing no. C-804, Floor No. 8, Block/Tower C-4 in respondent's project i.e., "Ruhil Residency", Bahadurgarh" in the year 2013. A builder buyer agreement was executed between the parties on 03.01.2013. As per clause 9(i) of the agreement, respondent was under an obligation to complete construction of the unit within 36 months from the date of execution of this agreement along with a grace period of 180 days i.e., by 03.06.2016. Admittedly, an amount of ₹43,40,000/- had been paid against the total sale consideration of ₹40,00,000/-. It is the submission of the complainant that the respondent has delayed the delivery of the possession beyond stipulated period of time. Further, an email was sent on 08.04.2022 on the registered email Id of the complainant apprising that the unit of the complainant was ready for possession and that the respondent company had received occupation certificate on 17.03.2022 for the Tower in which the unit of the complainant is situated.



Complainant was asked to visit the office of the respondent company to initiate formalities regarding handing over of possession. However, complainant has alleged that no proper offer of possession has been made till date. Complainant is, further, aggrieved by the fact that instead of delivering possession, respondent had further raised illegal and arbitrary demands in respect of staircase charges and maintenance charges vide provisional demand letter dated 25.07.2022 which are not in consonance with the terms of the agreement. Complainant had requested for the waiver of the said demands but under duress, complainant, had to finally pay an amount of ₹3,40,000/- to the respondent on 25.07.2022 to safeguard his interest in the plot in question. The complainant has submitted that he has not received the possession of the unit in question till date.

19. Authority observes that as per builder buyer agreement executed between the parties, possession of the unit should have been delivered by 03.06.2016. However, the respondent has failed to deliver possession of the booked unit within the stipulated time period. Respondent has attributed this delay in delivery of possession to force majeure conditions on account of COVID outbreak and the time taken by department in issuing occupation certificate.

The possession of the unit in question became due on 03.06.2016. It is a matter of fact that COVID-19 outbreak hit construction activities post





22nd March 2020 i.e nearly four years after the deemed date of possession. The possession of the unit had already been delayed for a long period of time even before the COVID-19 halted construction. The respondent had failed to construct the project on time and deliver possession to the complainant. Therefore, as far as delay in delivery of possession of the unit in question 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, wherein Hon'ble High Court 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."*

Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that respondent had committed to deliver the possession of the unit by 03.06.2016, meaning thereby that respondent should have applied and obtained the occupation certificate by 03.06.2016, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 4 years and thereafter the same was issued on 17.03.2022. Furthermore, respondent has taken a defense that the period for which the occupation certificate was pending before the competent Authority be excluded for the delayed period as the delay in issuance of occupation certificate is attributable to the competent Authority and not the respondent. There is no document on record to show that the application for occupation certificate was complete as in all aspects and there was no deficiency in the application that was conveyed to them. Moreover, the Authority has already included the grace period of 180 days as provided in the agreement to sale while computing the due date of possession. No case for further concession is made out.

Herein all the pleas/grounds taken by the respondent to plead the force majeure condition happened after the deemed date of possession had already





passed and the delivery of possession had been long due. Respondent cannot be allowed to take advantage of delay caused in delivery of project due to its own account and hence, the claim of the respondent is rejected.

20. As per facts, an email dated 08.04.2022 was sent on the email Id of the complainant for giving intimation of receipt of occupation certificate on 17.03.2022 and offer of possession. It has been submitted by the learned counsel for complainant that this offer of possession was not accepted the complainant on grounds that the same was only for fit out purposes. The respondent company had failed to issue a statement of account of payables/receivables amount with regard to the unit in question to the complainant thus the alleged offer of possession was incomplete.

It is observed that a valid offer of possession is a formal intimation on part of respondent communicating to the complainant that the unit is ready/habitable for possession. It forms the beginning of the process of handing over of possession. A valid offer of possession constitutes intimation regarding status of unit, status of receipt of occupation certificate and balance payables and receivables amount in respect of the unit for which possession has been offered to ensure a smooth hand over of possession of the unit. In present complaint, a bare perusal of the email dated 08.04.2022 intimating about the receipt of occupation certificate/offer for fit out purposes reveals that the respondent company had sent an email intimating the allottees of the project (including the present complainant), namely.





'Ruhil Residency', that the respective units of the allottees are ready for possession and that the respondent company is in receipt of occupation certificate dated 17.03.2022 for the said project. In said email, it has categorically been stated that the complainant/allottee may come forward and take possession of the unit after clearing all dues. In this regard, it is observed that vide email/offer of possession dated 08.04.2022 respondent had intimated the complainant with regard to completion of the unit and receipt of occupation certificate but failed to communicate the pending dues in respect of the unit in question. Though the respondent had validly communicated to the complainant the fact that it has received the occupation certificate but had failed to mention the respective/individual statement of payable and receivable amounts in respect of the unit in question to the complainant in said email. Nevertheless, through the email/offer of possession dated 08.04.2022 the respondent had also duly asked the complainant to visit the office of the respondent company to initiate the process of handing over of possession. When the complainant visited the office of the respondent company on 25.07.2022, the respondent issued a provisional demand letter (dated 25.07.2022) to the complainant for making payment of outstanding amount in respect of the unit in question. This demand letter has been admitted to by the complainant. Now taking a broader view of the matter, the offer of possession dated 08.04.2022 was accompanied with a demand letter dated 25.07.2022 duly conveying the

A handwritten signature in blue ink, appearing to read 'S. Attree', is written over a horizontal line.

pending dues in respect of the unit in question. Thus, this offer of possession issued by the respondent culminated after payable and receivables got conveyed to the complainant on 25.07.2022. After issuance of this demand letter, there seemed to be no impediment in initiating the process of taking over of possession on the part of the complainant. The communication with regard to taking over of possession got duly completed when the pending dues in respect of the unit were communicated to the complainant. Complainant could have taken over the possession of the unit on 25.07.2022 after making payment of the outstanding amount.

21. It is further the contention of the complainant that the demands raised vide demand letter dated 25.07.2022 are not in consonance with the builder buyer agreement and are hence not payable. In this regard, it is observed that vide provisional demand letter dated 25.07.2022, respondent had raised a demand of ₹5,55,342/- which included demand of ₹1,58,879/- on account of basic sale price at offer of possession, ₹3,36,000/- on account of staircase charges and ₹60,463/- on account of maintenance charges. Amongst these, charges raised on account of staircase charges and maintenance charges are being opposed by the complainant as they are not in consonance with the buyer's agreement. In this regard, it is observed that the charges raised under 'staircase charges' are for construction of additional staircase for emergency fire safety as per directions by Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the





complainant, the complainant is liable to pay the same. Authority in Complaint No. 607 of 2018 titled as 'Vivek Kadyan Vs TDI Infrastructure Ltd.' has already laid down principle for calculation of fire exit stair case.

With regard to maintenance charges, it is observed that as per clause 1(viii) of the builder buyer agreement, the complainant has agreed to pay demand raised on account of maintenance charges, therefore the complainant is liable to pay the same. Maintenance charges become payable after a valid offer of possession is made to the complainant. In present circumstances, the offer of possession was validly communicated to the complainant on 25.07.2022 as per observations recorded in above paragraph. So, complainant is liable to pay these charges from 25.07.2022.

It is pertinent to note that with regard to the demand of ₹5,55,342/- raised vide letter dated 25.07.2022, complainant had entered into a settlement with the respondent on the same date wherein out of the demand of ₹5,55,342/- the respondent had provided a compensation of ₹ 2,15,342/- to the complainant for reasons best known to either of the parties. The demand of ₹5,55,342/- had finally been reduced to ₹3,40,000/- and the same was paid by the complainant on 25.07.2022 itself vide cheque dated 25.07.2022 which is annexed as page no. 13 of the reply. It is the allegation of the complainant that he had paid this amount under duress, however, this allegation cannot be accepted as the complainant had also accepted adjustment of compensation of ₹2,15,342/- from the respondent against of the total demand of





₹5,55,342/- and the reasons/principles driving this settlement have also not been disclosed. Fact of the matter is that after payment of ₹3,40,000/- the outstanding amount in respect of the unit was settled as full and final remaining amount in respect of the unit in question stood paid. Thus, the outstanding demand in respect of the unit had been consolidatedly settled between the parties on 25.07.2022. Since this amount has been mutually settled, the Authority will not reopen the settlement between the parties. Any outstanding payment in respect of the sale consideration was fully settled between the parties on 25.07.2022.

22. In nutshell, as per the builder buyer agreement possession of the unit should have been delivered to the complainant on 03.06.2016. However, respondent failed to deliver possession of the unit within stipulated time. As per observations recorded in para 18 of this order a valid offer of possession was duly communicated to the complainant on 25.07.2022. From this date there was no impediment in complainant's taking over of possession of the booked unit. Since, the complainant wishes to continue with the project, therefore, as per Section 18(1) of the Act, the complainant becomes entitled to receive "delay interest" from the deemed date of possession i.e., 03.06.2016 till the date of valid offer of possession i.e., 25.07.2022. The respondent has argued that since the complainant has already received a compensation of ₹2,15,342/- from the respondent at the time of clearing of dues, the complainant is not entitled to any further interest from the respondent. This



argument of the respondent cannot be accepted since the complainant is before this Authority claiming his statutory right of delayed possession interest on account of delay in delivery of possession under Section 18(1) of RERA Act, 2016. The rebate of ₹2,15,342/- is a miscellaneous compensation given to the complainant which in no way diminishes the statutory right of the complainant to seek delayed possession charges as per RERA Act, 2016. Fact of the matter is that possession of the unit has been inordinately delayed for more than six years, hence, the complainant is entitled to seek delay interest for the said period. Authority, hereby, concludes that the complainant is entitled for the delay interest from the deemed date i.e., 03.06.2016 till the date on which a legally valid offer of possession i.e., 25.07.2022 is made to the complainant. 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%:***

*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”..”*

23. 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 of order i.e., 27.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. **11.10%**.
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 on date 27.05.2025 works out to **11.10%** (9.10% + 2.00%) from the due date of possession i.e., 03.06.2016 till 25.07.2022.





25. Authority has got calculated the interest on total paid amount which works out to ₹27,29,791/- as per detail given in the table below:

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 25.07.2022 (in ₹)
1.	40,00,000/-	03.06.2016	₹ 27,29,688/-
2.	3,40,000/-	25.07.2022	₹103/-
Total	43,40,000/-		₹27,29,791/-

26. As far as holding charges are concerned, the developer having received the sale consideration has nothing to lose by holding possession of the allotted flat except that it would be required to maintain the apartment. The respondent is not entitled to claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020 (supra) wherein it is observed that decides that a developer/ promoter/ builder cannot levy holding charges on a homebuyer/ allottee as it does not suffer any loss on account of the allottee taking possession at a later date even due to an ongoing court case. Also, the respondent is already raising demand on account of maintenance charges from the complainant. Both these charges cannot be applied parallelly by the respondent.




**F. DIRECTIONS OF THE AUTHORITY**

27. 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 ₹27,29,791/- to the complainant towards delay already caused in handing over the possession.
- (ii) 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.
- (iii) Complainant shall visit the office of the respondent company within 30 days of uploading of the order and complete the formalities for taking physical possession of the unit.
- (iv) The outstanding amount against sale consideration of the unit question stands settled between the parties. Respondent shall only be entitled to charge for registration/execution of conveyance deed.



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

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]

