



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	321 of 2023
Date of filing.:	07.02.2023
First date of hearing.:	21.03.2023
Date of decision.:	27.05.2025

Tejpal Singh Kadian s/o Kanhiya Lal  
R/o B-401, Swarna Housing Society,  
Plot no. 12/14, Sector 7,  
Kharghar, Navi Mumbai-410210

....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. Dixit Garg, Ld. Counsel for Complainant.  
Adv. Kamal Dahiya, Ld. Counsel for Respondent through VC.

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

1. Present complaint has been filed on 07.02.2023 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	I-902, Block I-2, 9th Floor, Type-2BHK+2TH, measuring super area of 1240 sq. ft. and built area of 859 sq.ft



5.	Date of Builder/ Apartment Buyer Agreement	20.02.2013
6.	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., 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>
7.	Due date of possession	20.08.2016
8.	Total/Basic sale consideration	₹40,42,500/-
9.	Amount paid by complainant	₹39,39,588/-
10.	Whether occupation certificate received or not.	Received on 17.03.2022
11.	Offer of possession	10.05.2022
12.	Handing Over Agreement	17.12.2022

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

3. The case of the complainant is that the complainant had booked an apartment bearing no. I-902, 9th Floor, Block I-2, Unit Type-2BHK+2TH in respondent's project, "Ruhil Residency", Sector-3, Bahadurgarh" in the year 2013.
4. Complainant paid an amount of ₹39,39,588/- against the total sale consideration of ₹40,12,000/- for the unit. An apartment buyer agreement was executed between the parties on 20.02.2013. 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 i.e., 42 months from the date of execution of the agreement, which comes to 20.08.2016.
5. Thereafter one supplementary agreement dated 14.03.2016 was executed between the parties, vide which clause 1(i) of apartment buyer agreement was amended and the total sale consideration of the unit in question was changed from ₹40,12,000/- to ₹40,42,500/-. The amendment in the said clause of the agreement has not been objected by the complainant.
6. It is the submission 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

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possession, respondent had rather raised a demand of ₹3,36,000/- vide demand letter dated 05.07.2022 on account of additional cost of staircase charges, maintenance charges, club charges and GST charges. It is alleged that the said charges are not a part of the builder buyer agreement. Further, complainant stated that the additional staircase has to be installed by the respondent due to his own fault as earlier the respondent failed to take necessary permissions from the concerned department and after constructing the building when respondent failed to get the necessary permissions from the fire department on account of staircase then respondent started constructing the additional staircase and that too after changing the site plan without even informing the complainant and other allottees.

On receipt of said demand letter, complainant contacted one of the representatives of the company and asked for the waiver of above said demands as they were never a part of the agreement, instead of considering the request of the complainant, the representative always falsely committed that the possession would be handed over soon. Therefore, the complainant was left with no option but to wait for the possession. Thus, he prayed for compensation on account of delay possession along with interest.

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 apartment 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. Thus, the complainant is left with no other option but to approach this Authority. Hence, the present complaint has been filed for seeking relief of compensation on account of delay in delivery of possession of booked unit alongwith interest as prescribed as per RERA Act, on the already paid amounts by complainant from the deemed date of possession i.e., 20.08.2016.

**C. RELIEF SOUGHT**

9. That complainant seeks following relief and directions to the respondent: -
- That in proviso to section 18(1) of RERA Act, 2016, the compensation on account of the delayed possession along with interest may kindly be awarded to the complainant in view of the Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.



- ii. That the amount collected on account of club charges may kindly be ordered to be refunded to the complainant as there is no club in existence on site.
  - iii. That the amount collected on account of GST should be refunded to the complainant as the delay is on the part of respondent and hence complainant is not liable to pay the GST.
  - iv. That the amount demanded on account of staircase should be quashed being the illegal and void demand.
  - v. That the adequate compensation on account of the misrepresentation and unfair trade practices by using the inferior quality of material may kindly be awarded to the complainant.
10. During hearing, learned counsel for the complainant reiterated the averments as stated in the complaint. He further submitted that the respondent had issued an intimation dated 10.05.2022 regarding receipt of occupation certificate/offer of possession only for fit out purposes. Further, 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. In furtherance of this, respondent had raised a demand of ₹3,36,000/- vide demand letter dated 05.07.2022 on account of additional cost of staircase charges, maintenance charges, club



charges and GST charges. It is alleged that the said charges are not a part of the builder buyer agreement and the same should be refunded to the complainant. He further submitted that possession of the unit has already been taken as per handing over agreement dated 17.12.2022, which was mutually executed between the parties. Therefore, complainant prayed that direction be issued to the respondent to compensate on account of the delayed possession along with admissible delay interest.

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

Learned Counsel for respondent filed reply on 11.09.2023, pleading therein:

11. As per the builder buyer agreement dated 20.02.2013, 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 20.08.2016.
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

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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 10.05.2022. Further, after the receipt of offer of possession dated 10.05.2022, the complainant had been requested on numerous occasions for settlement of dues and taking physical possession. Furthermore, complainant has taken possession of the allotted unit long back in 2022 after settling all the payables and receivables and a handing over agreement was mutually executed between the parties on 17.12.2022, copy of which is annexed at page no. 17 of the reply.



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 10.05.2022. 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, the complainant was given a provisional demand letter dated 05.07.2022 for remaining demand of ₹6,80,486/-. However, upon the request of the complainant allottee, the respondent company gave a compensation of ₹3,25,000/- alongwith this an interest of ₹6,412/- was also waived off against the total said demand of ₹6,80,486/-, therefore, the complainant had to only pay ₹3,49,074/- as the total outstanding balance payment towards the booked unit. This amount was paid by the complainant on 07.07.2022, the copy of receipt is annexed at page no. 58 of the compliant. Thereafter, complainant has taken possession of the allotted unit settling all the payables and receivables and a handing over agreement was mutually executed between the parties on 17.12.2022, copy of which is annexed at page no. 17 of the reply. It is argued by the respondent counsel that since the complainant has already received compensation to the tune of ₹3,31,000/- (₹3,25,000/- + ₹6,412/-) 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 delayed possession charges along with interest?
17. Whether the complainant is liable to pay maintenance charges, club charges, GST 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. I-902, 9th Floor, Block I-2, Unit Type-2BHK+2TH admeasuring area 1240 sq. ft., in respondent's project i.e., "Ruhil Residency", Bahadurgarh" in the year 2013. An apartment buyer agreement was executed between the parties on 20.02.2013. As per clause 9(i) of the agreement, respondent was under an obligation to hand over possession of the unit by 20.08.2016. Admittedly, an amount of ₹39,39,588/- has been paid against the total sale consideration of ₹40,42,500/- by the complainant in lieu of the booked unit till date.

It is the submission of the complainant that the respondent has delayed the delivery of the possession beyond the stipulated period of time. Further, respondent had issued an intimation dated 10.05.2022 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. However, complainant has alleged that no proper offer of possession has been made till date and further respondent raised illegal and arbitrary demands in respect of staircase charges, maintenance charges, club charges and GST charges vide provisional demand letter dated 05.07.2022 which are not in consonance with the terms of the apartment buyer agreement.

19. Authority observes that as per builder buyer agreement executed between the parties, possession of the unit should have been delivered by 20.02.2016. 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 the department in issuing occupation certificate.

The possession of the unit in question became due on 20.08.2016. 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 20.08.2016, meaning thereby that respondent should have applied and



obtained the occupation certificate by 20.08.2016, 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, respondent made an offer of possession to the complainant on 10.05.2022 for giving intimation of receipt of occupation certificate/offer for

fit out purposes from the competent Authority. It has been submitted by the learned counsel for complainant that this offer of possession was not accepted by the complainant on grounds that the same was only for fit out purposes. Also 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 offer of possession dated 10.05.2022 intimating about the receipt of occupation certificate/offer for fit out purposes, wherein 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 offer of possession dated 10.05.2022 respondent had intimated the complainant with regard to completion of the unit and receipt of occupation certificate however, failed



to communicate the pending due statement of payable and receivable in respect of the unit in question. Nevertheless, through the offer of possession dated 10.05.2022 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. Thereafter, respondent issued a provisional demand letter dated 05.07.2022 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 10.05.2022 was accompanied with a demand letter dated 05.07.2022 duly conveying the 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 05.07.2022. 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 vide provisional demand letter dated 05.07.2022. Complainant could have taken over the possession of the unit on 05.07.2022 after making payment of the outstanding amount.



21. Now in respect of the demands raised vide provisional demand letter dated 05.07.2022, it is the contention of the complainant that the respondent has illegally raised demand on account of staircase charges, maintenance charges, GST charges and Club charges. In this regard it is observed that vide provisional demand letter dated 5.07.2022, respondent had raised a demand of ₹6,80,486/- as outstanding payment which included ₹3,36,000/- on account of staircase charges, ₹44,250/- on account of maintenance charges, ₹ 2,33,662/- on account of total tax due and ₹ 40,000/- on account of Club membership 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, further GST charges are not payable since the possession was due on 20.08.2016 and GST came into force in 2017 i.e after the due date of possession therefore, it is to be payable by the respondent and finally Club Member charges have been wrongly charges since there is no operational club at site.

a) With regard to staircase charges, it is observed by the Authority that 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

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proportionately charged from the complainant, therefore 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 the principle for calculation of fire exit stair case and same is applicable in this case as well.

b) With regard to maintenance charges, it is observed that according to clause 1(viii) of the apartment 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 05.07.2022 as per observations recorded in above paragraph. So, the complainant is liable to pay these charges from 05.07.2022.

c) With regard to the demand of ₹ 40,000/-raised by the respondent on account of club membership charges, it is observed that club charges can only be levied when the club facility is physically located within the project and is fully operational. Complainants have submitted that the proposed club has not been constructed till date. Respondents have not placed any document/photograph to negate the claim of the complainants. Respondent is entitled to charge club membership charges only after the club at the site



becomes functional and the complainant is able to make use of it. Since at present the club is not there, respondent cannot raise demand on account of club membership charges.

d) With respect to GST charges, complainant has alleged that this charge is not payable since the delay is on the part of the complainant. In this regard it is observed by the Authority that vide provisional demand letter dated 05.07.2022 respondent has raised a demand of ₹ 2,33,662/- on account of total tax due from the complainant. On perusal of said letter 05.07.2022, the incidence of the said tax amount cannot be inferred. A bifurcation cannot be made as to what particular amount, if any, has been charged on account of GST as the charge is under the heading of 'Total Tax Due'. Complainant in its complaint and throughout pleadings has failed to prove that these charges have indeed been incurred solely on account of GST charges. Therefore, no particular relief can be granted to the complainant.

22. It is pertinent to note that with regard to the demand of ₹6,80,486/- raised vide letter dated 05.07.2022, complainant had entered into a settlement with the respondent on the same date wherein out of the demand of ₹6,80,486/- respondent had provided a compensation of ₹3,31,413/- (₹3,25,000/- + ₹6,412/-) to the complainant for reasons best known to either of the parties. The demand of ₹6,80,486/- had finally been reduced to ₹3,49,074/- and the



same was paid by the complainant on 07.07.2022 itself, copy of receipt is annexed as page no. 58 of the reply. It is the allegation of the complainant that he had paid this amount under duress to safeguard his interest, however, this allegation cannot be accepted as the complainant had also accepted adjustment of compensation of ₹3,31,413/- (₹3,25,000/- + ₹6,412/-) from the respondent against of the total demand of ₹6,80,486/- and the reasons/principles driving this settlement have also not been disclosed. In view of the settlement between the parties, the contention of the complainant in respect of the impugned demands raised on account of staircase charges, maintenance charges, GST charges and Club charges becomes infructuous since the total demand has already been settled between the parties and there is no way to calculate the extent as to which each individual demand has been settled. Since the whole of the demand stands settled consolidately between the parties, the Authority is not inclined to reopen the settlement. Any outstanding payment in respect of the sale consideration was fully settled between the parties on 05.07.2022. Thereafter, the complainant has already taken possession of the unit in question and a handing over agreement was mutually executed between the parties on 17.12.2022 in this respect.



23. In nutshell, as per the builder buyer agreement possession of the unit should have been delivered to the complainant on 20.08.2016. 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 05.07.2022. 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., 20.08.2016 till the date of valid offer of possession i.e., 05.07.2022. The respondent has argued that the complainant is not entitled to receive any delay interest since the complainant has already received compensation of ₹3,31,412 and has executed a handing over agreement dated 17.12.2022 wherein he has agreed to claim no further interest in respect of the booked unit. 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. The rebate of ₹3,31,412/- 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. As far as handing over agreement is



concerned, the complainant had merely executed said agreement to secure his possession of the unit in question, however, it does not estoppel the statutory rights of the complainant to lay claim for delay interest under Section 18(1) of 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., 20.08.2016 till the date on which a legally valid offer of possession i.e., 05.07.2022 is made to the complainant. The definition of term 'interest' is defined under Section 2(z a) 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. 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 pronouncement of order i.e., 27.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.
25. 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., 20.08.2016 till 05.07.2022.



26. It is pertinent to note that an amount Rs.3,49,074/- was paid by the complainant only after the valid offer of possession was made by respondent. Accordingly, the said payment cannot be taken into consideration for the purpose of calculating the delay or for charging the interest thereupon, as it does not pertain to any pre-possession liability. Hence, no interest is payable on the said amount. Therefore, total amount of Rs. 39,39,588/- only is being taken into consideration for the purpose of calculating interest as is mentioned in the table.
27. Authority has got calculated the interest on total paid amount which works out to ₹25,71,051/- as per detail given in the table below:

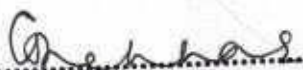
Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 05.07.2022 (in ₹)
1.	39,39,588/-	20.08.2016	25,71,051/-
Total	39,39,588/-		25,71,051/-


#### F. DIRECTIONS OF THE AUTHORITY

28. 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 ₹25,71,051/- to the complainant towards delay already caused in handing over the possession. Interest shall be paid as uptill the time as provided under section 2(za) of the RERA Act, 2016.
- (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) The respondent shall not charge anything from the complainant which is not part of the agreement to sell.
29. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]