HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**879 of 2024**
Date of filing:	**10.07.2024**
Date of first hearing:	**16.12.2024**
Date of decision:	**05.05.2025**

Bhawana Chandwani & Dimple Chandwani
Both R/o House No. 435, Sainik Vihar
Delhi-110034.

....COMPLAINANTS

VERSUS

TDI Infrastructure Limited through its Director /Chairman
Vandana Building, Upper Ground Floor
11, Tolstoy Marg, Connaught Place,
New Delhi- 110001

....RESPONDENT

CORAM: **Nadim Akhtar** **Member**
Chander Shekhar **Member**

Present: - Mr. Chaitanya Singhal, Counsel for the complainants through VC
Mr. Shubhnit Hans, Counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint was filed on 10.07.2024 by the complainants 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, the details of sale consideration, the amount paid by the complainants, 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	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Not registered.
3.	DTCP License no.	183-228 of 2004, 153-157 of 2004, 101-144 of 2005, 200-285 of 2002, 652-722 of 2006, 729-872 of 2006, 42-60 of 2005, 51 of 2010 and 177 of 2007.
	Licensed Area	927 acres
4.	Unit no.(plot)	I-366, Block-I
5	Unit area	250 sq. yds.
6.	Date of allotment	07.02.2006

7.	Date of builder buyer agreement	Not executed
8.	Due date of offer of possession	Not available
9.	Possession clause	Not available.
10.	Total sale consideration	₹ 23,85,000/-
11.	Amount paid by complainants	₹ 23,84,376/- Complainants in their pleadings claims to have paid an amount of ₹ 23,85,000/-. However, on perusal of statement of account dated 11.12.2024, annexed at page 47 of reply, total paid amount comes to ₹ 23,84,376/-.
12.	Offer of possession	Not given.

A. FACTS OF THE COMPLAINT

3. Facts of the present complaint are that complainants had booked a plot in the project- TDI City, Kundli, Sonipat of the respondent by paying ₹ 4,37,500/- on 18.11.2005. Thereafter, allotment of plot no. I-366 having an area of 250 sq. yds. in respondent's project was issued in favour of complainants on 07.02.2006. A copy of allotment letter is annexed as Annexure P-1.

4. That even after lapse of 19 years, no Builder Buyer Agreement (BBA) had been executed. Instead the respondent has given one document

titled 'Payment Annexure/ account statement' to the complainants wherein details of plot, total cost of plot and amount paid by the complainants are mentioned. As per said revised annexure, complainants was allotted plot in question at basic sale price of ₹ 21,87,500/-. Against which an amount of ₹ 23,85,000/- (correct figure is ₹ 23,84,376/-) stands paid by the complainants. A copy of payment annexure is annexed as Annexure P-2. In said annexure all the payments made by the complainants are reflected except the last payment of ₹ 2,18,750/-.

5. It has been alleged that the respondent had failed to deliver the possession of the plot as per the agreed terms and conditions till date even after a lapse of 19 years. The respondent had failed to fulfill his commitment in delivering the possession of plot from the date of initial booking in the year 2005 till date. Due to respondents' failure to deliver the plot, the complainants had suffered huge financial losses in terms of steep rise in the prices of the surrounding plots located near the project of the respondent.

6. That the facts of the present case are similar and pertain to the same project of the respondent as has been earlier decided by the Hon'ble HRERA Authority in complaint no. 152/2022 titled as Naresh Kumar and Inder Kumar vs TDI Infrastructure Ltd. Copy of order dated 31.01.2023 is annexed as Annexure P-4.

7. That due to delay on respondent's part to make a valid offer of possession after obtaining completion certificate, complainants have become entitled for interest on the amounts deposited by them calculated at the rate provided in Section 18 of RERA Act,2016. During all these years, the respondent was under illegal enjoyment of hard earned money of the complainants, earning monetary benefits out of it and it was the complainants who were deprived for a sufficient longer duration to make use of the plot booked with respondent. Therefore, complainants are left with no other option but to approach this Authority. Hence, the present complaint has been filed by the complainants.

B. RELIEFS SOUGHT

8. Complainants in their complaint have sought following reliefs:

i. That the Respondent be directed to deliver possession of booked plot or if the possession is not available then the respondent be directed to provide allotment of any other plot of similar location and size or if the respondent do not have availability of plot then the respondent be directed to purchase the plot from open market/resale and give possession to the complainants and execute CD.

ii. The respondent be directed to pay delayed possession interest after taking a period of 3 years for delivery of possession of plot in the absence of any possession clause (In ref. to Apex Court judgement in

2018 STPL 4215 M/s Fortune Infrastructure {now known as M/s Hicon Infrastruture} & Anr.)

iii. Any other relief(s) as the Hon'ble Authority may deem fit and proper in light of the facts and circumstances of the above case.

C. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed a detailed reply on 13.12.2024 pleading therein as under:

9. That due to the reputation of the respondent company, the complainants had voluntarily invested in the project of the respondent company namely- TDI City at Kundli, Sonipat, Haryana. Part completion certificate for the said project-927 acres approx. with respect to the township has already been received on 23.01.2008, 18.11.2013 and 22.09.2017. Copy of certificates are annexed as Annexure R-1,2 and 3.

10. That when the respondent Company commenced the construction of the said project, RERA Act was not in existence. Therefore, the respondent Company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. That the provisions of RERA Act are to be applied prospectively. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.

11. That the project was completed way back before the enactment of RERA Act, so the complainants cannot approach Ld. Authority for adjudication of its grievances. Further, the complaint is barred by limitation as the last payment was made by the complainants in 2007, hence the same is not maintainable before this Authority.

12. That complainants herein are investor, have accordingly invested in the project of the respondent company for the sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.

13. That a cheque bearing no. 941563 dated 01.02.2006 issued by the complainants towards part payment of the said unit was dishonored vide receipt dated 01.02.2006 for the reason being insufficient funds in the account of the complainants. Complainants have been regular defaulters in making payments since starting. Complainants have also concealed the fact from the Ld. Authority that the said unit of the complainants was cancelled in 2007. The respondent vide letter dated 01.11.2007 had intimated the complainants that in spite of the repeated reminders for making payments against the said unit of the complainants, the complainants have failed to make the due payments because of which the respondent company was left with no other option but to cancel the said unit of the complainants. Copy of cancellation letter dated 01.11.2007 is annexed as Annexure R-5.

14. That on request of the complainants for restoring the allotment of the said unit on condition that further payments will be made on time, the respondent believing the words of the complainants, restored the said allotment of the unit. Despite restoring the said allotment of the unit of complainants, the complainants continued the default in making timely payments for which the respondent again issued reminder letters to the complainants. Copy of reminder letter is annexed as Annexure R-6. However, respondent as a goodwill gesture and to maintain a harmonius relationship between the complainants and promoter/ respondent company the said allotment was restored despite the above stated defaults on part of the complainants.

15. Respondent company vide letter dated 05.06.2018 intimated the complainants that on account of reasons beyond control of the respondent they could not offer the unit booked by the complainants. Therefore, they are offering the complainants to take over an alternate ready for possession unit in the same project and registration of a sale deed within 15 days of the completion of formalities or adjust the entire deposit of the complainants in any of the unit of their choice in any other projects of respondent company. However, the complainants did not come forward to respondent to said letter. Copy of said letter is annexed as Annexure R-7.

16. That no alternate plot/un-allotted plot with clear title is available in inventory of the respondent. Thus, the only remedy available with respondent is the refund of the amount and same has already been communicated to the complainants.

17. That despite the ongoing dispute with the landowners, as already mentioned in the reply the respondent made multiple attempts to resolve the matter by holding meetings with the landowners, seeking their cooperation to complete the development of the said land. However, these efforts proved unsuccessful. Consequently, respondent was left with no option but to issue legal notices to the landowners. Copy of legal notices requesting to allow the completion of project is annexed as Annexure R-8.

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

18. During oral arguments learned counsel for the complainants insisted upon possession of booked plot alongwith delay interest stating that refund of paid amount is not acceptable to complainants. Learned counsel for the respondent reiterated arguments as were submitted in the written statement and further submitted that no alternative plot/un-allotted plot with clear title is available in the inventory of respondent company and option left is to award refund of paid amount to the complainants.

E. ISSUES FOR ADJUDICATION

19. Whether the complainants are entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RERA Act, 2016?

F. OBSERVATIONS AND DECISION OF THE AUTHORITY

20. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) With regard to plea raised by the respondent that provisions of RERA Act,2016 are applicable with prospective effect only, therefore same were not applicable as on 07.02.2006 when the complainants were allotted plot no. I-366, TDI City, Kundli; it is observed that issue regarding operation of RERA Act,2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in ***Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others***. Relevant part is reproduced below for reference:-

> *"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any*

ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

(ii) The respondent in its reply has contended that the complainants are "investors" who have invested in the project for monetary returns and taking undue advantage of RERA Act, 2016 as a weapon during the present down side conditions in the real estate market, therefore, they are not entitled to the protection of the Act of 2016. In this regard, Authority observes that "any aggrieved person" can file a

complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations. In the present case, complainants are an aggrieved person who have filed the present complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "allottee" under the RERA Act of 2016, reproduced below: -

> *Section 2(d) of the RERA Act:*
> *(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;*

(iii) In view of the above-mentioned definition of "allottee" as well as upon careful perusal of allotment letter dated 07.02.2006, it is clear that complainants are "allottees" as plot bearing no. I-366 in the Real Estate Project of the respondent namely, "TDI, City, Kundli", Sonipat was allotted to them by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of an investor. Further, the

definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled **as M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of promoter that allottees being investor are not entitled to protection of this Act also stands rejected.

(iv) Respondent has also taken objection that complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as **M.P Steel Corporation v/s Commissioner of Central Excise** where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, RERA Act is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act, 1963 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 a Court. The promoter has till

date failed to fulfil its obligations because of which the cause of action is re-occurring.

(v) Admittedly, complainants in this case had purchased the booking rights qua the floor in question in the project of the respondent in the year 2005 against which an amount of ₹ 23,84,376/- already stands paid to the respondent. Out of said paid amount, last payment of ₹ 2,18,125/- was made to respondent on 31.08.2009 by the complainants which implies that respondent is in receipt of total paid amount since the year 2009 whereas fact remains that no offer of possession of the booked plot has been made till date.

(vi) In the written statement submitted by the respondent, it has been admitted that possession of the booked plot has not been offered till date to the complainants. With respect to status of handing over of possession, the respondent vide letter dated 05.06.2018 has already expressed its inability to provide possession of originally booked unit to the complainants and offered to either choose any alternate plot in same project or adjustment of entire paid amount in any other project but the complainants did not come forward to accept said offer. It is pertinent to mention here that no specific reason for the unavailability of booked plot has been detailed out either in the written statement or at the time of arguments. Respondent has not substantiated the plea of inability to provide the originally booked plot to complainants with

relevant documentary evidence. Raising of plea without any documentary proof is not admissible. No latest photographs of the site or any other sort of justification as to what all factors except dispute with landowners are responsible for creating hindrance to not to offer possession of booked plot has not been placed on record. It is the stand of respondent that there is on-going dispute with landowners and multiple attempts had already been made to resolve it but all of efforts went in vain. In continuation of it, legal notices of year 2023-2024 were sent to landowners stating therein *"We also request you to allow us to complete development of the said land, as per our right and entitlement in terms of the said collaboration agreement executed between us so as to give a complete developed shape to the township-TDI City, Kundli. Please treat this as final intimation in discharge of our obligation as undertaken by us, in terms of the said collaboration agreement dated 12.07.2005 executed between us and expect that you will also discharge your obligations accordingly"*. Except issuance of legal notices that too in year 2023-2024 respondent has not taken any effective step towards interest of allottees. Moreover, dispute/difference is between respondent and landowners, no litigation or any other proceedings is pending towards said dispute which operate as stay for the affected portion of land. It has not been established by the respondent that offer of booked plot is not possible

due to some genuine reliable reason/circumstances. Respondent has pleaded that part completion certificates for the 927 acres has already been received. Copies of said part completion certificates have been placed on record but it is not specified in written statement that as to whether plot of complainants gets covered in said part completion certificates or not? At this juncture, it is pertinent to highlight the content of letter dated 05.06.2018 which is "*You had booked a plot in our project at TDI CITY, KUNDLI SONEPAT. On account of reasons beyond our control, we have been unable to offer the unit to you till date. This correspondence is being issued to reassure you of our commitment to the completion of the project and ensuring the satisfaction of our customers*". It clearly highlights the fact respondent without specifying any concrete reason/justification expressed its inability to deliver possession of plot to the complainants. Complainants filed this complaint in year 2024, i.e., after lapse of 5 years from the date of said letter. During all these years, respondent remained silent and did not even bother to refund the amount received from complainants towards sale consideration of plot. Now, the respondent cannot take the benefit of its own wrong for causing delay in offering of the possession stating that possession of booked unit is not possible.

(vii) Respondent in its written statement has relied upon cancellation letter issued on 01.11.2007 stating that complainants were a regular defaulter in making payment. However, said cancellation letter was never acted upon by the respondent. Moreover, respondent itself in the reply stated that allotment was restored in favour of complainants as a goodwill gesture. Hence, no sanctity is attached to cancellation letter dated 01.11.2007 at this stage and same is not required to be adjudicated.

(viii) Authority observes that the allotment letter for the plot in question was issued to complainants on 07.02.2006. But builder buyer agreement has not been executed till date and there is no clause pertaining to deemed date of possession in the allotment letter. In absence of specific clause of deemed date of possession in allotment letter, it cannot rightly be ascertained as to when the possession of said floor was due to be given to the complainants. In **Appeal no 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya**, Hon'ble Tribunal has referred to the observation of Hon'ble Apex Court in **2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.** in which it has been observed that period of 3 years is reasonable time of completion of construction work and delivery of possession. In present complaint, the plot was allotted vide allotment letter dated 07.02.2006 by the

respondent, accordingly, taking a period of 3 years from the date of allotment, i.e, 07.02.2006 as a reasonable time to complete development works in the project and handover possession to the allottee, the deemed date of possession comes to 07.02.2009. In present situation, respondent failed to honour its contractual obligations without any reasonable justification.

(ix) Complainants are insisting upon possession of booked plot only as alternate plot is not available with respondent. Respondent who is in receipt of total amount of ₹ 23,84,376/- since year 2009 has not even made sincere efforts to provide atleast reasonable number of options of alternate plot to choose from. It is the respondent who has failed to develop the booked plot till date. However, no such circumstances have been specified in written statement/ oral arguments which can be relied upon to convince the Authority that physical possession of the booked plot is actually not possible. For reference judgement dated 14.03.2005 passed by **Hon'ble Supreme Court in Appeal (civil) 6306-6316 of 2003 titled as Manager, R.B.I., Bangalore vs S. Mani & Ors.** is relied upon. Relevant part of the judgement is reproduced is follow:-

"The concerned workmen in their evidence did not specifically state that they had worked for 240 days. They merely contended in their affidavit that they are reiterating their stand in the claim petition. Pleadings are no substitute for proof. No workman, thus, took

an oath to state that they had worked for 240 days. No document in support of the said plea was produced. It is, therefore not correct to contend that the plea raised by the Respondents herein that they have worked continuously for 240 days was deemed to have been admitted by applying the doctrine of non-traverse. It any event the contention of the Respondents having been denied and disputed, it was obligatory on the part of the Respondents to add new evidence. The contents raised in the letters of the Union dated 30th May, 1988 and 11th April, 1990 containing statements to the effect that the workmen had been working continuously for 240 days might not have been replied to, but the same is of no effect as by reason thereof, the allegations made therein cannot be said to have been proved particularly in view of the fact that the contents thereof were not proved by any witness. Only by reason of non-response to such letters, the contents thereof would not stand admitted. The Evidence Act does not say so.

In Range Forest Officer Vs. S.T. Hadimani [(2002) 3 SCC 25], it was stated: "3\005 In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

(x) In the present complaint, complainants intends to continue with the project and is seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act. Though, the

respondent was ready to offer alternate plot in year 2018 which was never actually offered by respondent. Respondent did not took any serious steps towards allotment of any alternate unit till date. Even in the prevailing situation, complainants have chosen to seek possession of the plot allotted to him and is insisting upon interest for delay in handing over of possession. Section 18 (1) proviso reads as under :-

> *"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-*
> .....
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed".*

(xi) The Authority observes that the respondent has severely misused its dominant position. Allotment of the plot was done on 07.02.2006, due date of possession as explained above in para 21(viii) is 07.02.2009. Now, even after lapse of 15 years respondent is not able to offer possession to the complainants. Respondent has not even specified the valid reason/ground for not offering the possession of the booked plot. Complainants however are interested in getting the possession of the booked plot. They do not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while

exercising option of taking possession of the apartment the allottee can also demand, and respondent is liable to pay, monthly interest for the entire period of delay caused at the rates prescribed. So, the Authority hereby concludes that the complainants are entitled for the delay interest from the deemed date i.e. 07.02.2009 to the date on which a valid offer is sent to him after obtaining completion certificate.

(xii) 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;*

(xiii) Consequently, as per website of the State Bank of India, i.e., https://sbi.co.in, the highest marginal cost of lending rate (in short MCLR) as on date i.e. 05.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.

(xiv) Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

> *"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".*

21. Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 11.10% till and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 05.05.2025
1.	₹ 21,66,251/-	07.02.2009	39,07,869/-
2.	₹ 2,18,125/-	31.08.2009	3,79,894/-
	Total = ₹ 23,84,376/-		₹42,87,763/-
3.	Monthly interest		₹ 21,753/-

22. In respect of relief pertaining to execution of conveyance deed, it is observed that respondent is liable to get it executed as per Section

11(4)(f) of the RERA Act, 2016, which provides that the promoter shall:

"execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act."

Further, Section 17(1) of the Act mandates that:

"The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

In light of the above-stated statutory provisions, Authority finds that respondent is duty bound to execute the conveyance deed, as statutorily required under Section 17(1) of the RERA Act, 2016. Therefore, Authority directs the respondent to execute the registered conveyance deed in favour of the complainants-allottee in compliance with Section 11(4)(f) and Section 17(1) of the RERA Act, 2016.

G. DIRECTIONS OF THE AUTHORITY

23. Hence, the Authority hereby passes this order and issue 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 as calculated above in para 21 of this order to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount, monthly interest shall be payable by the respondent to the complainants up to the date of actual handing over of the possession after obtaining occupation certificate. Respondent is further directed to get conveyance deed executed in favour of complainants within 90 days of actual handover of possession of plot to the complainants.

(ii) Complainants will remain liable to pay balance consideration amount to the respondent at the time when possession offered to the complainants.

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

same rate of interest which the promoter shall be liable to pay to the allottees.

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

.....
CHANDER SHEKHAR
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]