



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1243 of 2023
Date of filing:	01.06.2023
First date of hearing:	02.08.2023
Date of decision:	27.05.2025

Harpreet Kaur W/o Amit Pal Singh

R/o Unit No. 1/152, Top Floor,
Janakpuri, New Delhi-110058

....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)

- I. Present complaint was filed on 01.06.2023 by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of

Geeta Rathee

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, details of sale consideration, amount paid by the complainant, date of proposed handing over 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.	E-102, 1st Floor, Block E-2, Unit Type-2BHK+2TH, measuring super area of 115.199 sq. ft. and built area of 1240 sq.ft
5.	Date of Apartment Agreement Builder/ Buyer	15.07.2013

[Signature]

6.	Due date of possession	15.01.2017
7.	Date of Endorsement	12.10.2021 (Original Allottee - Mr. Amit Pal Singh (husband of complainant) Subsequent Allottee - Mrs. Harpreet Kaur (complainant)
8.	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>
9.	Total/Basic sale consideration	₹39,51,240/-
10.	Amount paid by complainant	₹38,81,929/-
11.	Whether occupation certificate received or not.	Received on 17.03.2022
12.	Offer of possession	08.04.2022

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

3. In captioned complaint, original allottee i.e., Mr. Amit Pal Singh (husband of complainant) had booked an apartment bearing no. E-102, 1st Floor, Block E-2, Unit Type-2BHK+2TH in respondent's project, "Ruhil Residency", Sector-3, Bahadurgarh" in the year 2013.
4. The original allottee i.e., Mr. Amit Pal Singh paid an amount of ₹38,81,929/- against the total sale consideration of ₹39,51,240/-. A builder buyer agreement was executed between the parties on 15.07.2013. 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 15.01.2017.
5. Due to personal reasons, original allottee Mr. Amit Pal Singh had transferred the said unit in favor of the complainant i.e., Mrs. Harpreet Kaur (subsequent allottee) and respondent amended the name of allottee/complainant in the builder buyer agreement, copy of which is annexed at page no. 60. of the complaint.
6. 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

Harpreet Kaur

possession, respondent had rather raised a demand of ₹3,36,000/- vide demand letter dated 06.04.2023 on account of additional cost of staircase charges, maintenance charges and holding charges. It is alleged that said 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 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 possession of the unit along with delayed interest and to execute the conveyance deed.

7. Further, 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. 15.01.2017 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 to execute the conveyance/sale deed executed in favour of the complainant in respect of above mentioned unit
- iv. 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.
- v. 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 paid by the respondent himself.

- vi. Direct the respondent/ Builder not to charge any interest in the form of the holding charges or on the amount which is payable by the complainant because as on date 95% of the total sale consideration has been paid by the complainant on dated 20.03.2015.
 - vii. 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 sent an email dated 08.04.2022 to the complainant as intimation of receipt of occupation certificate/ offer of possession. 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 15.01.2017.
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

Retree

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 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 physically visited the office of the respondent on 23.08.2022 and further respondent relies upon page no. 18 of reply wherein it is mentioned that Complainant physically visited the office of the Respondent on 23.08.2022. 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 23.08.2022 and on the same day the complainant was given a provisional demand letter (dated 23.08.2022) for remaining demand of ₹8,70,785/-. However, this demand as total outstanding balance payment towards the booked unit has not been paid by the complainant till date.

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 original allottee i.e., Mr. Amit Pal Singh booked an apartment bearing no. E-102, 1st Floor, Block E-2 in respondent's project i.e., "Ruhil Residency", Bahadurgarh" in the year 2013. A builder buyer agreement was executed between original allottee and respondent on 15.07.2013. As per clause 9(i) of the agreement, respondent was under an obligation to hand over possession of the unit by 15.01.2017. Admittedly, an amount of ₹38,81,929/- had been paid against the total sale consideration of ₹39,51,240/-. Vide endorsement dated



12.10.2021, Mr. Amit Pal Singh transferred the said unit in favor his wife Mrs. Harpreet Kaur (complainant), copy of which is annexed at page no. 60 of the complaint.

It is the submission of the complainant that 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, maintenance charges and holding charges vide provisional demand letter dated 06.04.2023 which are not in consonance with the terms of the agreement. 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 15.01.2017.



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 15.01.2017. It is a matter of fact that COVID-19 outbreak hit construction activities post 22nd March 2020 i.e more than three years after the lapse 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 (I) (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."

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Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used as an excuse for non-performance of contract for which deadline was much before the outbreak itself."

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 15.01.2017, meaning thereby that respondent should have applied and obtained the occupation certificate before 15.01.2017, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 3 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

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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 intimating her 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 by the complainant on grounds that the same was only for fit out purposes. Also, 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.

Here, Authority observes 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 the present complaint, a bare perusal of the email dated 08.04.2022, reveals that the respondent company had sent the said 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". Vide email dated 08.04.2022, though the respondent validly communicated to the complainant the fact that it has received the occupation certificate however, it failed to provide for respective/individual statement of payable and receivable amounts in respect of the unit in question. Nevertheless, through the email 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. It is the averment of the respondent that the complainant had visited the office of the respondent company on 23.08.2022 whereby the complainant was issued a provisional demand letter (dated



23.08.2022) to the complainant for making payment of outstanding amount in respect of the unit in question. This demand letter has been refuted by the complainant stating that neither did they visited the office of respondent on 23.08.2022 nor was she ever issued the statement of account. Respondent in rebuttal has relied upon a diary entry in attendance register of site visit (at the site of the project) wherein the name of the complainant has been mentioned for entry dated 23.08.2022, the same date as the provisional demand claimed to have been issued by the respondent. Authority observes that this register entry is merely a handwritten entry of a page of a register which bears the name of the complainant. However, this page does not have any signature of complainant and/or of the signatory respondent company to substantiate veracity. The respondent has only filed a piece of paper in the name of register entry and not produced the original register of records. Hence, the said document cannot be relied upon. However, it is also a matter of fact that the complainant in its complaint file has annexed a provisional demand letter dated 06.04.2023 wherein demand of ₹8,70,785/- has been charged which is the same as charged vide provisional demand letter dated 23.08.2022. In light of these facts, an inference can be drawn that the pending dues of payables and receivables had been communicated to the complainant on 06.04.2023. Now taking a broader view of the matter, the offer of possession dated 08.04.2022 was accompanied

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with a demand letter dated 06.04.2023 duly conveying the pending dues in respect of the unit in question. Thus, the offer of possession dated 08.04.2022 issued by the respondent culminated after payable and receivables got conveyed to the complainant on 06.04.2023. 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 06.04.2023 after making payment of the outstanding amount.

21. It is further the contention of the complainant that the demands raised vide demand letter dated 06.04.2023 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 06.04.2023, respondent had raised a demand of ₹8,70,785/- which included demand of ₹2,56,501/- on account of basic sale price at offer of possession, ₹3,36,000/- on account of staircase charges, ₹43,896/- on account of maintenance charges and an interest of ₹2,34,388/- till 06.04.2023. 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. 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 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.

With regard to maintenance charges, it is observed that according to clause 1(viii) of the apartment buyer agreement dated 15.07.2013, 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 06.04.2023 as per observations recorded in above paragraph. So, the complainant is liable to pay these charges from 06.04.2023.

22. 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.

23. With regard to execution of conveyance deed, Authority is of the considered view that there is no impediment on execution of conveyance deed in favour of an allottee when allottee pays the full consideration and gets the possession. After this stage, execution of conveyance deed is nothing but updating of records in respect of transfer of property. In the present case, complainants have not paid the entire consideration and consequently not yet received the possession of the unit. Thus, complainants are liable to pay the balance dues. Accordingly, after delivery of actual physical possession of unit, the respondent promoter is obligated/duty bound u/s 17 of the RERA Act, 2016 to execute a registered conveyance deed in favour of the complainants.
24. In light of the aforementioned facts and circumstances, Authority observes that the complainant has filed a present complaint seeking possession of the unit bearing no. E-102, 1st floor, Block E-2 in the respondent's project. An offer of



possession was validly communicated to the complainant on 06.04.2023. As per record, the unit still stands in the name of the complainant and there is no hindrance in her accepting the same. Respondent has raised no objection in handing over possession of the booked unit. Now, the only issue remaining is the admissibility of delay interest to the complainant. In this regard, it is observed that the complainant in this case is a subsequent allottee who stepped in the shoes of the original allottee in the year 2021. It is pertinent to mention that the unit was transferred in the name of the complainant on 12.10.2021 i.e., after expiry of the due date of possession on 15.01.2017 and after coming into force of the RERA Act of 2016. The Act does not differentiate between the original allottee and the subsequent allottee and once the unit, plot, apartment or building, as the case may be, has been re-allotted in the name of the subsequent purchaser by the promoter, the subsequent allottee, who in the present case is the wife of the original allottee, enters into the shoes of the original allottee for all intents and purposes and she shall be bound by all the terms and conditions contained in the builder buyer's agreement including the rights and liabilities of the original allottee. Although the builder buyer's agreement between the parties was executed prior to the Act coming into force but the endorsement was made in favour of the subsequent allottee when the Act became applicable. Thus, the statutory right under section 18(1) of Act, 2016 had already occurred in favour

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of the original allottee. Although at the time of endorsement of the name of the complainant in the builder buyer's agreement, the due date of possession had already lapsed but the subsequent allottee as well as the promoter had the knowledge of the statutory right of delay possession charges being accrued in favour of subsequent allottee after coming into force of the Act. Therefore, the Authority is of the view that the delayed possession charges shall be granted w.e.f. due date of handing over possession as per the builder buyer's agreement i.e., 15.01.2017. The complainant is entitled to receive delay interest from the due date of possession i.e 15.01.2017 till the date offer of possession was validly communicated to the complainant i.e., 06.04.2023. 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”..”

25. 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%**.
26. 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 for handing over of possession i.e., 15.01.2017 till 06.04.2023.

27. Authority has got calculated the interest on total paid amount which works out to **₹26,83,349/-** 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 06.04.2023 (in ₹)
1.	38,81,929/-	15.01.2017	26,83,349/-
Total	38,81,929/-		26,83,349/-

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, 2016:

- (i) Respondent is directed to pay upfront delay interest of ₹26,83,349/- to the complainant towards delay already caused in handing over the possession. A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

[Signature]

- (ii) The respondent shall issue a fresh statement of account to the complainant incorporating therein the observation/directions laid down in this order within 15 days of uploading of this order. Complainant shall make payment of balance sale consideration, if any, and accept the physical possession of the unit within next 15 days.
- (iii) Respondent shall execute the conveyance deed in favour of the complainant within 30 days from handing over of physical possession of his unit.

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]