



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	200 of 2021
Date of filing.:	26.02.2021
First date of hearing.:	22.04.2021
Date of decision.:	01.07.2025

1. Rajesh Rana
2. Mamta Rana
R/o H.no 6103, Sector-03
Ballabgarh, Faridabad
Haryana, 121002

....COMPLAINANTS

VERSUS

1.M/S BPTP Limited
2. M/S New Age Town Planners limited
Both having Regd Office at
M-11, Middle Circle.
Connaught Circus,
New Delhi, 110001

....RESPONDENTS

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

Present: - Mr.Param Rana, proxy counsel for the arguing counsel
 Mr. Rajan Kumar Hans for complainants through VC
 Mr. Tejeshwar Singh, Counsel for the respondents through VC

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, 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:

S.No.	Particulars	Details
1.	Name of the project.	Park Elite Floors, Sector 75, 82 to 85, Faridabad.
2.	Nature of the project.	Residential
4.	RERA Registered/not registered	Not Registered
5.	Details of unit.	PE-311-GF, admeasuring 1371 sq. ft. Second Floor
6.	Date of builder buyer agreement(with original allottee)	05.04.2018



7.	Due date of possession	05.04.2020
8.	Possession clause in BBA (Clause 4.1)	<p>Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the seller/ confirming party or any restraints/restrictions from any courts/authorities but subject to the purchasers) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of Total Sale Consideration and other charges and having complied with all provisions, formalities, documentations etc., as prescribed by the Seller Confirming Party whether under this Agreement or otherwise from time to time, the Seller/Confirming Party proposes to offer the handing over the physical possession of Floor to the Purchaser(s) within a period of twenty four (24) months from the date of execution of floor buyer agreement. The Purchaser(s) agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of (180) one hundred and eighty days, after the expiry of thirty (24) months, for filing and pursuing the grant of an occupation certificate from the concerned authority with respect to the plot on which the floor is situated. The Seller/Confirming Party shall give a Notice of</p>

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		Possession to the Purchasers with regard to the handing over of possession and the event the purchaser(s) fails to accept and take the possession of the said floor within 30 days thereof, the purchaser(s) shall be deemed to be custodian of the said floor from the date indicated in the notice of possession and the said floor shall remain at the risk and cost of the purchaser(s).
9.	Date of endorsement in favour of complainant/allottee	25.06.2018
10.	Total sale consideration	₹ 25,56,002/-
11.	Amount paid by complainant	₹35,04,536/-
12.	Offer of possession.	21.11.2022

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that original allottees Mr. Vijay Ahuja and Mrs Varsha Ahuja had booked a unit in the project of the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana on in the year 2010. A builder buyer agreement was executed between both the parties on 29.09.2010 and the original allottees were allotted unit bearing no. P-02-FF in the said project. As per clause 4.1 of the agreement possession of the unit was to be delivered within a period of twenty four (24) months from the date of execution of floor buyer agreement or on



completion of payment of 35 % of the basic sale price alongwith 20% of EDC and IDC, whichever is later. The period of 24 months from the date of execution of the floor buyer agreement expired on 29.09.2012. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. The total sale consideration of the floor was fixed at ₹ 25,56,002/-.

4. The complainants purchased the unit in question from the original allottees in the year 2018. The booking rights were endorsed in favour of the complainants by the respondent on 25.06.2018. The complainants have made a total payment of ₹ 35,04,536/- towards the booked unit to the respondent in present complaint.
5. As per the agreement, possession of the unit should have been handed over by 29.09.2012, however, respondent has failed to offer possession within stipulated time to the complainants.
6. Further as per the floor buyer agreement PLC should not be charged from the complainant and also respondent has raised demand on account of club charges whereas there is no actual construction of at the site of the project.
7. From booking of the floor till date, the respondents have never informed the complainants about any force majeure or any other circumstances which were beyond reasonable control of the respondents and has led to delay in the completion and development of the project within the time prescribed in



the agreement. There has been an inordinate delay of more than 11 years in delivery of possession of the floor.

8. Therefore, the complainants have filed the present complaint seeking possession of booked unit along with delay interest for delay caused in delivery of possession.

C. RELIEF SOUGHT

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

- i. Direct the respondent to deliver possession of the booked unit along with delay interest for the delay caused in delivery of possession.
- ii. Direct the respondent to refund club membership charges to the tune of ₹ 35,400/- along with interest to the complainants.
- iii. Any other relief which the applicant is entitled for under the Real Estate (Regulation & Development) Act, 2016 and the Haryana State Real Estate (Regulation and Development) Rules, 2017.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 22.09.2022 pleading therein:

10. That the unit in question was booked by the original allottees in the year 2009. Vide allotment letter dated 24.12.2009 the original allottees were



allotted unit bearing no. P-02-FF in the project being developed by the respondent. Thereafter the original allottees continued making payment of demands as per the agreed payment plan.

11. The complainants have misrepresented that a floor buyer agreement was executed between the original allottees and the respondent on 22.09.2010 and that the possession of the unit was due on 22.03.2013. It is submitted that floor buyer agreement was executed between the parties on 05.04.2018 with the original allottees without any protest and after constant requests from the respondent.
12. Thereafter the complainants purchased the unit in question from the original allottees. At the time of endorsement the complainants were made aware of the facts that the possession of the unit is dependent upon force majeure conditions as well as timely payment of each instalment. The original allottees were abysmal defaulters.
13. With regard to the delay in offering possession of the unit in question, that the project in question was to be developed under self certification policy issued by DTCP, Haryana. In accordance with the the policy, respondents submitted detailed drawings and design plans for relevant buildings along with requisite fees. The respondents applied for approval of building plans and initiated development/construction work. The building plans were with held by the DTCP, Haryana. Although no objection was received from the department, however, to ensure smooth function respondent again applied



for approval of building plans under regular scheme for sanctioning too. That the department vide its order dated 08.07.2015 issued clarification with regard to self certification policy but did not formally release all the plan submitted by the respondents in various building plans approval scheme. That the delay in offering possession of the allotted unit to the complainants have been occasioned due to inaction of the government agencies, hence it should be inferred that any delay caused was due to force majeure beyond reasonable control. It is also submitted that meanwhile respondents carried on the construction of the project and informed the complainants of same by issuing regular construction linked payment demands along with uploading of photographs on the website of respondent.

**E.ARGUMENTS OF LEARNED COUNSEL FOR THE
COMPLAINANTS AND RESPONDENT**

14. During the course of arguments, learned counsel for the complainants submitted that the complainants in this case are subsequent allottees who had stepped into the shoes of the original allottees 25.06.2018. Complainants were issued an offer of possession in respect of the unit in question on 21.11.2022, however, the complainants are uncertain as to whether the said letter was a valid offer as they are not aware of the status of receipt of occupation certificate. Complainants herein are seeking possession of the unit along with delay interest for the delay caused in

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handing over of possession from the date of nomination i.e 25.06.2018 till a valid handover of possession.

Learned counsel for the complainants further submitted that the respondent in its reply has wrongly mentioned the date of execution of builder buyer agreement as 05.04.2018. He drew attention of the Authority at the copy of builder buyer agreement attached at page 16 of the complaint file and highlighted that the date on the agreement has been printed as 22.09.2010, however, the respondent has malafidely struck off the said date and handwritten a fresh date of 05.04.2018 without any justification. Further, the stamp paper on the second page of the agreement is itself purchased on 05.09.2010. Thus, the builder buyer agreement had been executed between the original allottees and the respondent on 22.09.2010. There are no signatures of the original allottees and/ or the authorised signatory of the respondent company on the handwritten date of 05.04.2018. Complainants have repeatedly contented that the builder buyer agreement has been executed on 22.09.2010 rather than 05.04.2018.

15. In rebuttal, learned counsel for the respondent submitted that in respect of the unit in question a builder buyer agreement had been executed between the original allottees and the respondent on 05.04.2018 which prescribed a period of 24 months from the date of execution of agreement and further grace period of 180 days for delivery of possession. Said period expired on



05.10.2020. With regard to the contention of the complainants in respect of the date of execution of the agreement, learned counsel for the respondent submitted that the complainants have themselves attached the copy of agreement on which the date of 05.04.2018 has been mentioned. Had there been any other agreement without the date of 05.04.2018 then the conduct of the respondent might have come under the lens, however, in this particular instance, the document itself is in the custody of the complainants and the same is being relied upon.

16. Learned counsel for the respondent further submitted that nevertheless, the complainants in this case are subsequent allottees and as per settled law when a subsequent purchaser steps into the shoes of original allottee he/she is aware about the delays in completion of construction of the project. Thus, the period stipulated in the agreement for delivery of possession would be reckoned from the date of endorsement/ nomination which in this case is 25.06.2018. Thus, a period of 24 months plus 180 days from the date of nomination comes out to 25.01.2021, which is the due date of possession. Subsequently, the occupation certificate was received on 07.06.2022 and a valid offer of possession was issued to the complainants on 21.11.2022. The complainants are entitled to delay interest from 25.01.2021 till the valid offer of possession i.e 21.11.2022. Learned counsel for the respondent further prayed that in the captioned complaint relaxation may be given in calculating the period of deemed date of possession on account of force



majeure period due to outbreak of Covid-19 as the deemed date of possession expired during the Second wave of Covid-19 outbreak.

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

17. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that complainants in this case are original allottees who had purchased a unit bearing no. P-02-FF in the project of the respondent namely "Park Elite Floors" from original allottees Mr. Vijay Ahuja and Mrs Varsha Ahuja in the year 2018. The booking rights were endorsed in favour of the complainants on 25.06.2018. The total sale consideration of the unit was fixed at ₹ 25,56,002/- against which a total amount of ₹ 35,04,536/- has been paid to the respondent till date. Complainants have filed the present complaint seeking possession of the booked unit along with delay interest from the date of nomination i.e 25.06.2018 till the date of valid offer of possession.
18. The main point of contention between the parties is with regard to the date of execution of the builder buyer agreement. The complainants have submitted that a builder buyer agreement had been executed between the original allottees and the respondent on 22.09.2010, whereas the respondent has submitted that the date of execution of builder buyer agreement is 05.04.2018. The learned counsel for the complainants alleged that the respondent had deliberately struck off the original date of



22.09.2010 and in place added a new date of 05.04.2018 just to push the possession timeline and evade from its liabilities. In support of his submissions, he relied upon the fact that the stamp on page 2 of the builder agreement is dated/purchased on 05.09.2010, which indicates that the builder buyer agreement had been executed on 22.09.2010 and not on 05.04.2018. In this regard it is observed that a copy of the alleged builder buyer agreement executed between the original allottees and the respondent has been placed on record by the complainants as Annexure C-1. In said agreement the 'date of the agreement' has been printed as 22.09.2010, however, this date has been struck off and in place the date '05.04.2018' has been handwritten on the said agreement. Now, the complainants in the captioned complaint had entered into the picture on 25.06.2018. The contented date of '05.04.2018' is before the endorsement of the complainants in favour of the unit in question. Meaning thereby that the said date had been entered onto the agreement with the prior knowledge of the original allottees. If the original allottees had any objections to the said date, the same could have been raised by them. However, the original allotted have not been made a party to present complaint nor any document has been placed on record in which the original allotted had challenged the date of agreement. The fact of the matter is that the complainants had entered into the picture knowing very



well that the date of execution of agreement has been agreed as 05.04.2018 between the original allottees and the respondent for reasons best known to them. The document bearing the said date has itself been placed on record by the complainants. Thus, the complainants cannot dispute this date. Thus, in the captioned complaint, the date of builder buyer agreement is reckoned as 05.04.2018.

19. Now, as per clause 4 of the builder buyer agreement, possession of the unit was to be delivered within a period of twenty four (24) months from the date of execution of floor buyer agreement or on completion of payment of 35 % of the basic sale price alongwith 20% of EDC and IDC, whichever is later. Taking 24 months from the date of execution of the agreement, the deemed date of possession works out to 05.04.2020. With regard to the clause of the agreement where the possession has been subjected to payment of 35% of sale amount and EDC/IDC charges it is observed that drafting of this clause is vague and uncertain and heavily loaded in favour of the promoter. Incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of possession of the unit and to deprive the allottee of his right accruing after delay in delivery possession. The agreement further provides that the promoter shall be entitled to a grace period of 180 days after expiry of 24 months for filing and pursuing the grant of occupation certificate with respect to the plot on



which the floor is situated. The respondent has not placed on record any document to show that it had applied to the concerned authority for obtaining completion certificate/occupation certificate within the time limit prescribed in the floor buyer agreement i.e immediately after completion of construction works within 24 months. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, this grace period of 180 days cannot be allowed to the promoter. Thus the deemed date of possession works out to 05.04.2020.

The respondent in its submission has contended that since the complainants in this case are subsequent allottees, therefore the period stipulated in the agreement for delivery of possession should be reckoned from the date of endorsement/ nomination. In this regard it is observed that the complainants had been acknowledged as allottees by the respondent in respect of the unit in question on vide endorsement letter dated 25.06.2018. A bare perusal of the said letter reveals that vide said letter the complainants are deemed as allottees in respect of the unit in question and the builder buyer agreement dated 05.04.2018. It has further been mentioned that the parties will be bound by all the terms/conditions of the said builder buyer agreement thereof. Also all the instalments paid by the original allottees had been endorsed in favour of the complainants. Thus it becomes quite clear that the complainants had stepped into the shoes of the original allottees. The



subsequent allottees had purchased the unit well before the expiry of the due date so they cannot be expected to have knowledge by any stretch of imagination, that the project will be delayed, and the possession would not be handed over within the stipulated period. Further there is no written agreement/document between the complainants and the respondent wherein it has been agreed that the period of delivery of possession will be reckoned from the date of nomination. Thus the contention of the respondent is rejected. The deemed date for delivery of possession shall be reckoned as agreed by way of builder buyer agreement. Hence the deemed date of possession for all intents and purposes remains unchanged as 05.04.2020.

20. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has attributed this delay to the ban on construction of activities due to Covid-19 Pandemic. In this regard it is observed that as per the agreement possession of the unit was to be delivered by 05.04.2020. It is a matter of fact that COVID-19 outbreak hit construction activities post 22.03.2020 i.e merely 13 days before the deemed date of possession. As per the proposed timeline of delivery of possession, by the time the COVID-19 outbreak hit construction activities, the construction of the unit in question should have been nearly completed. It can be presumed that mere 13 days before the due date only finishing works were remaining at the site and that major construction



activity had already been completed. However, as per facts the respondent issued an offer of possession after a delay of nearly one and half years meaning thereby that the construction of the unit was delayed contrary to the agreed timelines. Further, the respondent had failed to intimate the complainants with regard to delay in construction activities due to Covid-19 outbreak. In light of these observations, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition.

21. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainants by 05.04.2020. However, respondent failed to complete construction of the project and deliver possession within stipulated time. The respondent had issued an offer of possession to the complainants on 21.11.2022 after receipt of occupation certificate dated 07.06.2022. Complainants have admitted to having received the offer of possession but have further stated that they did act upon the said offer as they were unsure whether the project had received occupation certificate or not. In this regard it is observed that vide offer of possession letter dated 21.11.2022 respondent had apprised the complainants that the unit bearing no. P-02-FF was ready for possession and had further listed the steps for handing over physical possession of the unit. Respondent had also issued a detailed statement of account of payable and receivable amounts pertaining to the said unit. Thereafter, the respondent had also issued two reminder letters dated 28.12.2022 and 13.03.2023 for clearing



outstanding payment. However, the complainants further failed to act upon these demand letters as well. Through the said offer, the respondent had categorically conveyed to the complainants that the unit is complete in all respects, in response complainants should have approached the respondent and initiated the process of taking over of possession. Grievances, if any, with the said offer should have been conveyed to the respondent. Complainants have failed to give a justified reason as to why they failed to accept the offer of possession dated 21.11.2022. With regard to receipt of occupation certificate, it is observed that though the respondent specifically did not apprise the complainant the date of receipt of occupation certificate, however, the respondent categorically told the complainants that the unit in question is ready for possession. In this instance, the complainants could have approached the respondent and themselves enquired about the receipt of occupation certificate. Also, the occupation certificate is a public document made available to the public at large for reference and use. The complainants at any time could have perused the same on the website of the relevant Authority. However, strangely, the complainants chose to remain silent and sit over the offer of possession/reminder letters issued by the respondent for reasons best known to them. The offer of possession dated 21.11.2022 was a valid offer of possession issued after receipt of occupation certificate and along with details statement of payable and receivables amounts. The complainants in this case should have accepted the offer of



possession dated 21.11.2022 and taken over physical possession of the unit in question as there was no impediment in having accepted the same.

22. Now the only remaining issue between the parties is with regard to the period of delay for which delay interest should be admissible to the complainants. Respondent had contended that since the complainants in this case are subsequent allottees, therefore, the period of delivery of possession should be reckoned from the date of nomination i.e 25.06.2018 as also the period for which the delay interest is admissible to them.

As already observed in para 19 of this order, the complainants had stepped into the shoes of the original allottees vide endorsement letter dated 25.06.2018. The unit was endorsed in the name of the complainants after coming into force of the RERA Act of 2016. The Act does not differentiate between the original allottee and the subsequent allottee 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, the complainants in this case, enters into the shoes of the original allottee for all intents and purposes and 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. The endorsement was made in the name of the complainants when the Act became applicable. Thus, the statutory right under section 18(1) of Act, 2016 had already occurred in their favour. In



present case, the due date for possession as per the agreement remains unchanged and the respondent is liable for the consequences and obligations arising out of failure in handing over possession by the due date as committed in the builder buyer's agreement and is liable for the delayed possession charges as provided in proviso to section 18(1) 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., 05.04.2020 till the date of valid offer of possession i.e., 21.11.2022. The definition of term interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter; in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

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



“Rule 15: “Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

23. Hence, Authority directs respondent to pay delay interest to the complainants for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 11.10% (9.10% + 2.00%) from from the due date of possession till the date of a valid offer of possession.

24. Further vide relief clause (ii), the complainants have asked for refund of Club Membership charges to the tune of ₹ 35,400/- as there is no actual construction of club at the site of the project. In this regard it is observed that club charges can only be levied when the club facility is physically located within the project and is fully operational. Respondents have not placed any document/photograph to negate the claim of the complainants. This situation makes it clear that the promised club facility is non-existent at this stage, and the demand for club charges is wholly unjustified. Since



the club is not present in the project in question and the demand for club charges is being made without any substantiated basis, the Authority directs the respondent to refund the amount paid by the complainants on account of Club Membership charges along with interest. However, respondent will become entitled to recover it in future as and when a proper club becomes operational at site.

The Authority has got calculated the interest admissible to the complainants on the amount of ₹ 35,400/- paid on account of Club membership charges and the same works out to ₹ 24,125/- as per the table mentioned below:

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till date of order i.e 01.07.2025 (in ₹)
1.	17,700/-	06.11.2018	13,080/-
2.	17,700/-	19.11.2019	11,045/-
Total:	35,400/-		24,125/-

25. It is pertinent to mention that in the complaint file the complainant has claimed to have paid an amount of ₹ 30,32,496/- to the respondent in lieu of the booked unit. However, vide application/calculation sheet dated 25.05.2023 complainant has stated that the total amount paid by the complainants to the respondent is ₹ 35,04,538.08/- and has attached the



total receipts of the entire amount. Further out of the total paid amount, an amount of ₹ 1,67,324/- has been paid as transfer charges at the time of nomination of unit in favour of complainants. Said charges are not included at the time of calculation of interest since the said amount has not been paid towards the sale consideration. Further, the amount of ₹ 35,400/- paid by the complainants is being refunded as per observation made in para 24, therefore the same is also being excluded from the calculation of interest. Thus the total amount paid by the complainant for the purpose of calculation of interest is being taken as ₹ 33,01,814.08/-.

26. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession in the captioned complaint as mentioned in the table below:

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till date of offer of possession i.e 21.11.2022 (in ₹)
1.	33,01,814.08/-	05.04.2020	9,64,953/-
Total:	33,01,814.08/-		9,64,953/-

27. It is pertinent to mention that in the captioned complaint, complainants have received timely payment discount from the respondent as a credit towards



payment made within the prescribed time. As a benefit, the said discount was credited towards the total sale consideration made by the complainants and was an essential component in determining the balance payable amount. Perusing the receipts and demand letters, it cannot be denied that these payments form a part of the total amount paid by the complainants. Although it is true that this discount is an act of good will on the part of the respondent but complainants cannot be denied their rights especially when the respondent company itself considers this as a paid amount as per payment policy. Therefore, the complainants cannot be denied of claiming interest on the total amount paid in respect of the booked unit including the component of timely payment discount. Accordingly, the delay interest for delay caused in handing over of possession has been provided on the entire amount for which the receipts have been issued by the respondent.

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. Respondents are directed to pay upfront delay interest of ₹ 9,64,953 (till the date of offer of possession i.e 21.11.2022) to the complainants 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.

- ii. Respondent is further directed to refund the amount of ₹ 59,525/- to the complainants as refund of payment made towards Club Membership Charges along with interest within 90 days from the date of uploading of this order. Interest shall be paid as per Section 2(za) of RERA Act, 2016.
- iii. Complainant shall make payment of balance sale consideration, if any, and accept the physical possession of the unit within next 15 days. The respondents shall not charge anything from the complainants which is not part of the agreement to sell.

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


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CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]