



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

|                         |              |
|-------------------------|--------------|
| Complaint no. :         | 1207 of 2023 |
| Date of filing :        | 09.06.2023   |
| First date of hearing : | 18.07.2023   |
| Date of decision :      | 01.07.2025   |

Saroj Rana & Ram Kumar Rana  
R/o D-011, New Town Heights DLF,  
Sector 86, Gurugam, Haryana-122004

....COMPLAINANTS

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. Arjun Kundra, Ld. Counsel for complainants.  
Adv. Kamaljeet Dahiya, Ld. Counsel for Respondent through VC.

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

1. Present complaint was filed on 09.06.2023 by complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act

*Geeta Rathee*

of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS:**

2. The particulars of the project, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

| Sr. No. | Particulars                                | Details                                                                                 |
|---------|--------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.      | Name of the project                        | Ruhil Residency, Sector-3, Bahadurgarh                                                  |
| 2.      | Nature of the project                      | Residential                                                                             |
| 3.      | RERA Registered/not registered             | Registered vide Registration No. 139 of 2017                                            |
| 4.      | Details of Unit.                           | D-303, 3rd Floor, Block/Tower D-3, Type-3 BHK+3TH, measuring super area of 1708 sq. ft. |
| 5.      | Date of Builder/ Apartment Buyer Agreement | 19.06.2013                                                                              |
| 6.      | Due date of possession                     | 19.12.2016                                                                              |

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|     |                                                 |                                                                                                                                                                                                                                                                                                                                 |
|-----|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.  | Possession clause in BBA (Clause 9.1)           | <i>"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 36 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."</i> |
| 8.  | Total/Basic sale consideration                  | ₹54,59,400/-                                                                                                                                                                                                                                                                                                                    |
| 9.  | Amount paid by complainants                     | ₹61,11,110/-                                                                                                                                                                                                                                                                                                                    |
| 10. | Whether occupation certificate received or not. | Received on 17.03.2022                                                                                                                                                                                                                                                                                                          |
| 11. | Offer of possession                             | 08.04.2022                                                                                                                                                                                                                                                                                                                      |

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

3. In captioned complaint, complainants had booked an apartment bearing no. D-303, 3rd Floor, Block/Tower D-3, admeasuring 1708 sq. ft. in respondent's project, namely "Ruhil Residency", situated at Sector-3, Bahadurgarh" in the year 2013.

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4. Complainants paid an amount of ₹62,78,507/- against the total sale consideration of ₹54,59,400/- for the unit. A builder buyer agreement was executed between the parties on 19.06.2013. 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 19.12.2016.
5. It is the submissions of the complainants that despite a lapse of more than 6 years from the deemed date of possession, respondent had failed to handover possession of the unit in question to the complainants. Further, in the month of July 2022, the respondent issued a premature offer of possession dated 07.07.2022 along with illegal demands raised vide provisional demand letter dated 07.07.2022. It is alleged that above demands are not a part of the builder buyer agreement.
- On receipt of said demand letter, complainants contacted one of the representatives of the company and asked for the waiver of the demands as they were never a part of the agreement, instead of considering the request of the complainants, the representative threatened the complainants that on account of non-payment of the said amount the complainants will not be given the possession of the unit and the respondent would levy high rate of interest on delayed payment. Therefore, complainants, under protest, finally paid the



amount in respect of illegal demands raised by the respondent and the same can be corroborated vide demand letter dated 28.08.2022, copy of which is annexed at page no. 85. Accordingly, the complainants have paid a total amount of ₹62,78,507/- against the total sale consideration of ₹54,59,400/- in lieu of the booked unit till date.

6. Even after payment of demand issued by the respondent vide letter dated 07.07.2022, the respondent failed to deliver possession to the complainants. Aggrieved, the complainants sent an email dated 26.04.2023 to the respondent highlighting the wrongful practices being adopted by the respondent company. Respondent chose not to respond to the said email.
7. From booking of the unit till date, the respondent has never informed the complainants 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. That respondent has miserably failed to complete the project and offer legal possession of the booked unit complete in all aspects. Therefore, complainants were left with no other option but to approach this Authority. Hence, the present complaint has been filed for 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 complainants from the deemed date of possession i.e. 19.12.2016 till the actual physical delivery of possession.

**C. RELIEF SOUGHT**

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

- i. Pass an order quashing/setting aside the alleged "offer of possession" dated 07.07.2022 issued by the Respondent Company to the complainants;
- ii. Pass an order directing the Respondent Company to remove the objections and deficiencies in the project and the apartment, to the satisfaction of the complainants, and complete the project and the apartment, as per the specifications laid down in brochure and the Apartment Buyer's Agreement dated 19.06.2013;
- iii. Pass an order directing the Respondent Company to deliver the immediate possession of the Unit bearing no. D-303, Tower-D-3, Third Floor, Ruhil Residency, Sector -3, Bahadurgarh, Jhajjar, Haryana admeasuring 1708 sq. ft.to the complainants after removal of the objections and deficiencies as pointed out by the complainants, and completion of the apartment and project as per the brochure and the Apartment Buyer's Agreement;





- iv. Pass an order directing the Respondent Company to execute the conveyance deed/sale deed in respect of the mentioned unit in favour of the complainants;
  - v. Pass an order directing the Respondent to make the payment of the delay penalty at prescribed rate of interest to the complainants from the due date of possession i.e., 19.06.2016 until the actual physical delivery of the unit, after completion and removal of objections and deficiencies;&
  - vi. Pass an order directing the respondent not to charge/raise any illegal demands, holding charges, whatsoever, etc.,
  - vii. Pass any order that the Hon'ble Authority deems fit.
10. During hearing, learned counsel for the complainants reiterated the averments as made in the complaint. He further submitted that the respondent had sent an email dated 08.04.2022 as intimation of occupation certificate/ offer of possession to the complainants. 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 complainants on account of delay in delivery of possession. He further submitted that a valid offer of possession has not been made to the complainants till date. He prayed that direction be issued to the

  
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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 20.09.2024, pleading therein:

11. As per the builder buyer agreement dated 19.06.2013, 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 19.12.2016
12. That respondent filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022, occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for relaxation as Covid-19 outbreak lead to delay in handing over of possession. Thus, the Covid-19 period may be taken as zero period for the purpose of calculation of delay possession interest.
13. That time taken by the department since year 2020 for grant of occupation certificate be also taken as one of the force majeure, since respondent had no control over time taken by department allowing to issue occupation





certificate. Furthermore, the project is complete in all respects, to support this respondent referred to report submitted in Complaint No. 413/2022 by Local Commissioner, whereby it is stated that the project is complete in all respects.

14. That respondent stated that complainants had not approached this Authority with clean hands, since complainants had concealed the material facts that possession had already been offered to the complainants by respondent vide email dated 08.04.2022. Further, after the receipt of offer of possession dated 08.04.2022, the complainants had been requested on numerous occasions for settlement of dues and taking physical possession and after persistent requests, the complainants came at the project site on 09.07.2022, during settlement talks, it was finalized that an amount of ₹4,49,748/- was to be paid by the complainants, out of which amount of ₹2,50,000/- would be paid in July 2022 and remaining of ₹2,22,750/- would be paid in August 2022. Further, complainants denied to take possession of the unit in question without any substantial reason. In this way, complainants 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

A handwritten signature in blue ink, appearing to read 'Ramesh', with a horizontal line underneath it.

was offered to complainants on 08.04.2022. Subsequent to the offer of possession, complainants were repeatedly requested on numerous occasions to settle the outstanding dues and take physical possession. Despite persistent requests, complainants only visited the project site on 09.07.2022 and on the same day the complainants were given a provisional demand letter (dated 09.07.2022) for remaining demand of ₹7,57,188/-. However, upon the request of the complainants, the respondent company gave a compensation of ₹3,07,440/- against said demand of ₹7,57,188/- and the complainants had to only pay ₹4,49,745/- as the total outstanding balance payment towards the booked unit. It is argued by the respondent counsel that since the complainants have already received compensation to the tune of ₹3,07,440/- from the respondent, the complainants are not entitled to receive any further interest/compensation again.

**E. ISSUES FOR ADJUDICATION**

16. Whether the complainants are 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 complainants are liable to pay illegal demands raised by the respondent company?



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

18. Facts set out in the preceding paragraph demonstrate that the complainants booked an apartment bearing no. D-303, 3rd Floor, Block/Tower D-3, admeasuring 1708 sq. ft. in respondent's project i.e., "Ruhil Residency", Bahadurgarh" in the year 2013. A builder buyer agreement was executed between the parties on 19.06.2013. As per clause 9(i) of the agreement, respondent was under an obligation to complete construction of the unit within 36 months from the date of execution of this agreement along with a grace period of 180 days i.e., by 19.12.2016. Further, complainant in its complaint had stated that an amount of ₹62,78,507/- had been paid against the total sale consideration of ₹54,59,400/-.

Complainants are aggrieved by the fact that the respondent has delayed the delivery of the possession beyond the stipulated period of time. Complainant has alleged that respondent had sent an email on 08.04.2022 on the registered email Id of the complainants apprising that the unit of the complainants 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 complainants is situated. Complainants were asked to visit the office of the respondent company to initiate formalities regarding handing over of possession. Thereafter, respondent issued an offer of possession





dated 07.07.2022 alongwith provisional demand letter dated 07.07.2022 to clear outstanding dues. However, it is the allegation of the complainants that no proper offer of possession has been made till date. Complainants are, further, aggrieved by the fact that instead of delivering possession, respondent had further raised illegal and arbitrary demands vide provisional demand letter dated 07.07.2022 which are not in consonance with the terms of the agreement. Thus, the complainants have 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 19.12.2016. However, the respondent has failed to deliver possession of the booked unit within the stipulated time period. Respondent has attributed this delay in delivery of possession to force majeure conditions on account of COVID outbreak and the time taken by the department in issuing occupation certificate.

The possession of the unit in question became due on 19.12.2016. It is a matter of fact that COVID-19 outbreak hit construction activities post 22nd March 2020 i.e., nearly four years after the deemed date of possession. The possession of the unit had already been delayed for a long period of time even before the COVID-19 halted construction. The respondent had failed to



construct the project on time and deliver possession to the complainants. Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as "***M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.S 3696-3697/2020***" dated 29.05.2020, wherein Hon'ble High Court has observed that:

*"69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March, 2020 in India. The contractor was in breach since September, 2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.*

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

Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that



respondent had committed to deliver the possession of the unit by 19.12.2016, meaning thereby that respondent should have applied and obtained the occupation certificate by 19.12.2016, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 4 years and thereafter the same was issued on 17.03.2022. Furthermore, respondent has taken a defense that the period for which the occupation certificate was pending before the competent Authority be excluded for the delayed period as the delay in issuance of occupation certificate is attributable to the competent Authority and not the respondent. There is no document on record to show that the application for occupation certificate was complete as in all aspects and there was no deficiency in the application that was conveyed to them. Moreover, the Authority has already included the grace period of 180 days as provided in the agreement to sale while computing the due date of possession. No case for further concession is made out.

Herein all the pleas/grounds taken by the respondent to plead the force majeure condition happened after the deemed date of possession had already passed and the delivery of possession had been long due. Respondent cannot be allowed to take advantage of delay caused in delivery of project due to its own account and hence, the claim of the respondent is rejected.





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

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

  
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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 complainants/allottee may come forward and take possession of the unit after clearing all dues. Vide email/offer of possession dated 08.04.2022 respondent had validly intimated the complainants with regard to completion of the unit and receipt of occupation certificate, however failed to communicate the pending dues/receivables and payables in respect of the unit in question. Thereafter, respondent issued offer of possession letter dated 07.07.2022 alongwith provisional demand letter dated 07.07.2022 to clear outstanding dues in respect of the booked unit. When the complainants visited the office of the respondent company on 09.07.2022, the respondent re-issued the same provisional demand letter on 09.07.2022 to the complainants for making payment of outstanding amount in respect of the unit in question. This demand letter has been admitted to by the complainants. Now taking a broader view of the matter, the offer of possession dated 08.04.2022 was accompanied with a demand letter dated 07.07.2022 duly conveying the pending dues in respect of the unit in question. Thus, this offer of possession issued by the respondent culminated after payable and receivables got conveyed to the complainants on



07.07.2022. After issuance of this demand letter, there seemed to be no impediment in initiating the process of taking over of possession on the part of the complainants. 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 complainants. Complainants could have taken over the possession of the unit on 07.07.2022 after making payment of the outstanding amount.

21. Now in respect to the demands raised by the respondent vide provisional demand letter dated 07.07.2022, it is the contention of the complainants that the said demands were raised illegally. It is further noted that the respondent subsequently re-issued the same provisional demand letters on 09.07.2022 and 27.08.2022, reiterating the demand for payment of alleged outstanding dues in respect of the unit in question. However, upon perusal of the records, it is evident that the complainants have failed to specifically identify or substantiate, either in the complaint or through any subsequent communication, the particular components of the demand that are alleged to be illegal, excessive, or arbitrary. In the absence of such specific averments and substantiating material, the Authority finds no merit in the said allegation. Furthermore, from perusal of file, it is revealed that all outstanding dues in relation to the subject unit stood settled as full and final





between the parties on 27.08.2022. The said settlement is also corroborated by the provisional demand letter dated 27.08.2022 issued by the respondent to the complainants, which reflects the consolidated payment towards the remaining sale consideration, copy of the same has been annexed at page no. 85 of the compliant file. In view of the above, since the outstanding amount was mutually settled between the parties and no further dues remain pending, the Authority will not reopen the settlement between the parties. Any outstanding payment in respect of the sale consideration was fully settled between the parties on 27.08.2022.

22. 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. However, complainants shall be liable to bear the charges, if any, pertaining to the execution of the conveyance deed. Accordingly, after delivery of actual physical possession of the unit, the respondent promoter is obligated/duty bound to execute a registered conveyance deed in favour of the complainants.



23. In nutshell, as per the builder buyer agreement possession of the unit should have been delivered to the complainants on 19.06.2016. However, respondent failed to deliver possession of the unit within stipulated time. As per observations recorded in para 20 of this order a valid offer of possession was duly communicated to the complainants on 07.07.2022. From this date there was no impediment in complainants' taking over of possession of the booked unit. Since, the complainants wishes to continue with the project, therefore, as per Section 18(1) of the Act, the complainants becomes entitled to receive "delay interest" from the deemed date of possession i.e., 19.12.2016 till the date of valid offer of possession i.e., 07.07.2022. The respondent has argued that since the complainants have already received a compensation of ₹3,07,440/- from the respondent at the time of clearing of dues, the complainants are not entitled to any further interest from the respondent. This argument of the respondent cannot be accepted since the complainants are before this Authority claiming his statutory right of delayed possession interest on account of delay in delivery of possession under Section 18(1) of RERA Act, 2016. The rebate of ₹3,07,440/- is a miscellaneous compensation given to the complainants which in no way diminishes the statutory right of the complainants to seek delayed possession charges as per RERA Act, 2016. Fact of the matter is that possession of the



unit has been inordinately delayed for more than six years, hence, the complainants are entitled to seek delay interest for the said period. Authority, hereby, concludes that the complainants are entitled for the delay interest from the deemed date i.e., 19.06.2016 till the date on which a legally valid offer of possession i.e., 07.07.2022 is made to the complainants. 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".*

24. Consequently, as per website of the state Bank of India i.e. <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date of order i.e., 01.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. **11.10%**.
25. Hence, Authority directs respondent to pay delay interest to the 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 on date 01.07.2025 works out to 11.10% (9.10% + 2.00%) from the due date of possession i.e., 19.12.2016 till the date of valid offer of possession i.e., 07.07.2022.
26. Authority has got calculated the interest on total paid amount which works out to ₹33,02,000/- as per detail given in the table below:



| Sr. No. | Principal Amount<br>(in ₹) | Deemed date of<br>possession or date of<br>payment whichever is<br>later | Interest<br>Accrued till<br>07.07.2022<br>(in ₹) |
|---------|----------------------------|--------------------------------------------------------------------------|--------------------------------------------------|
| 1.      | 53,56,650/-                | 19.12.2016                                                               | 33,02,000/-                                      |
| Total   | 53,56,650/-                |                                                                          | 33,02,000/-                                      |


27. It is noted that the complainants have alleged to have paid a total amount of ₹62,78,507/- to the respondents in lieu of the booked unit. However, an amount of ₹61,11,110/- had been paid by the complainants to the respondent as reflected in the demand letter dated 27.08.2022. Out of the said amount, an amount of ₹53,56,650/- had been admitted by respondent vide demand letter 07.07.2022 and the remaining amount of ₹7,54,460/- stands paid after deemed date of possession i.e., 07.07.2022 and same has been admitted vide demand letter dated 27.08.2022. Since, the complainant is entitled for delayed interest upto 07.07.2022. So, the final paid amount taken for calculation of interest is ₹53,56,650/-.

#### G. DIRECTIONS OF THE AUTHORITY

28. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:



- (i) Respondent is directed to pay upfront delay interest of ₹33,02,000/-/- to the complainants towards delay already caused in handing over the possession.
  - (ii) A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.
  - (iii) Complainants shall visit the office of the respondent company within 15 days of uploading of the order and complete the formalities for taking physical possession of the unit.
  - (iv) 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]