

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

| Complaint no.: | 868 of 2023 | |
|-------------------------|-------------|--|
| Date of filing.: | 06.04.2023 | |
| First date of hearing.: | 25.07.2023 | |
| Date of decision.: | 16.09.2025 | |

1. Amit Kumar

2. Amita

....COMPLAINANT

Both: R/o House No. 15, First Floor,

I block, South city 2, Sector 49, Gurugram,

Haryana-122018

VERSUS

1. M/s BPTP LTD.

Corporate Office: M-11, Middle Circle Connaught Circus,

New Delhi, 110001

2. M/s Countrywide Promoters Pvt. Ltd

Corporate Office: M-11, Middle Circle Connaught Circus,

New Delhi, 110001

.....RESPONDENTS

Present: -

Ms. Navneet, Counsel for the complainant

through VC

Mr. Tejeshwar Singh, Counsel for the respondents through

VC

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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, details of sale consideration, 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, Parklands, Sector 75. Faridabad | |
| 2. | Nature of the project. | Residential | |
| 3. | RERA Registered/not registered | Not Registered | |
| 4. | Details of the unit. | H6-04-GF | |
| 5. | Date of booking | 24.12.2009 | |
| 6. | Date of Allotment | 24.12.2009 | |
| 7. | Date of floor buyer | 03.09.2010 | |

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| | agreement | |
|----|---|---|
| 8. | Possession clause in builder buyer agreement (Clause 4.1) | 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 if 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 sanction of building plan,. 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 three independent floors are situated. The Seller/Confirming Party shall give a Notice of Possession to the |

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| | | 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. | Due date of possession | 03.09.2012 |
| 10. | Basic sale consideration | ₹ 19,69,366/- |
| 11. | Amount paid by complainant | ₹ 24,43,694/- |
| 12. | Offer of possession. | 02.08.2024 |

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

- 3. Facts of complaint are that the original allottee, Mr. Manish Gupta, had booked a unit in the project of the respondents namely "Park Elite Floors" situated at Sector 75, 82 and 85 Faridabad, Haryana in the year 2009. Vide allotment letter dated 24.12.2009 the original allottee was allotted unit bearing No. H6-04-GF, Ground Floor, Block H in the said project.
- 4. Vide agreement to sell dated 01.02.2010 the original allottee had sold the rights qua the unit in question to the complainants. Subsequently, the respondent had endorsed the booking/allotment of the unit in the name of

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the complainants vide nomination letter dated 16.03.2010. Thereafter a builder buyer agreement was executed between the complainant and the respondent on 03.09.2010. The basic sale price of the unit was fixed at ₹ 19,69,366/- against which the complainant has paid a total amount of ₹ 24,43,694/-by 02.01.2011.

- 5. As per Clause 4.1 of the builder buyer agreement respondents were supposed to hand over the possession of the unit within 24 months from the date of sanction of building plans. Thereafter, by addendum dated 24.09.2010 the clause determining the deemed date of possession was modified such that now possession of the floor was to delivered within 24 months from the date of execution of agreement or upon 35% payment of BSP + 20% of EDC/IDC, whichever is later. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. Hence as per the terms of the said agreement including the addendum, the due date of offer of possession expired on 03.09.2012.
- 6. The complainants being sincere towards timely payments to the respondent had applied for loan to Army Group Insurance Fund to fulfill payment without making any default and the said group sanction a loan amount of ₹ 19,66,000/-.
- 7. That the complainant had invested his hard-earned money in booking of the unit in project in question on the basis of false promises made by the

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- respondents. However, the respondents have failed to abide by all the obligations stated orally and under the builder buyer agreement.
- 8. Upon numerous requests from the complainants, the respondents kept informing that the construction is going on full swing and that the possession will be delivered soon but nothing concrete took place.
- 9. Hence, the complainants have filed the present complaint seeking possession of the unit bearing no.H604-GF, along with interest for the delay caused in delivery of possession in terms of RERA Act, 2016 and Rules made thereinunder.

C. RELIEF SOUGHT

- 10.In view of the facts mentioned above, complainants pray for the following reliefs):-
 - To give necessary directions to the respondents to hand over the possession of the allotted unit along with delay interest till date along with the prescribed rate of interest as per the provisions of Sec. 18 and Sec. 19(4) of the RE(R&D)Act read with Rule 15.
 - To impose penalty upon the respondents as per the provisions of Section 60 of RE(R & D) Act for willful default committed by them.
- iii. To impose penalty upon the respondents as per the provisions of Section 61 of RE(R&D) Act for contravention of Sec.12, 13, Sec.14 and Sec. 16 of RERA Act.

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- iv. To direct the respondent to provide a detailed account statement against the amount collected from the complainants in lieu of interest, penalty for delayed payments under Rule 21(3)(c) of HRERA Rules, 2017.
- v. To issue directions to make liable every officer concerned i.e. Director, Manager, Secretary, or any other officer of the respondent company at whose instance, connivance, acquiescence, neglect any of the offences has been committed as mentioned in Sec.69 of RERA Act,2016 to be read with HRERA Rules,2017.
- vi. To recommend criminal action against the respondents for the criminal offences of cheating, fraud, and criminal breach of trust under section 420, 406 and 409 of the Indian Penal Code.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondents filed detailed reply on 07.11.2023 pleading therein:

- 11. That it is a matter of fact and record that the complainants have filed another Complaint bearing no. 871 of 2023 titled as Amit Kumar & Ar. V8. BPTP Limited before the Ld. Adjudicating Officer, HARERA, Panchkula seeking similar relief.
- 12. That the unit in question was booked by the original allottee named Mr. Manish Gupta who approached the respondents for allotment of a residential floor in the project namely 'Park Elite Floors' at Parklands, Faridabad,

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Haryana, accordingly, the original allottee booked a residential unit in the project of the respondents vide booking form dated 24.05.2009.

- 13. Thereafter, the respondents had allotted an independent residential unit No.H6-04-GF vide the allotment letter dated 24.12.2009. Also, the respondent had given Timely- Payment Discount to the original allottee for an amount of Rs. 77,588.33/- and discount of Rs. 86,633/-.
- 14. Thereafter, original allottee and the complainants entered into an agreement to sell and requested the endorsement of the unit in the name of the complainants, subsequent to which the unit was thereafter transferred to the complainants. The unit now stands in the name of the complainants.
- 15.A builder buyer's agreement was executed between the complainants and the respondents on 03.09.2010. As per clause 4.1 of the agreement, the possession was proposed to be handed over within a period of 24 months from the date of execution of the agreement with a grace period of 180 days. Thus the due date of possession works out to 03.03.2013
- 16.It is submitted 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

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respondents 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. 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.

- 17.It is submitted that the proposed due date of possession comes out to be 03.03.2013. However, the due date was also subject to the incidence of force majeure circumstances and the timely payment by the complainants. It is submitted that the construction of the unit was deeply affected by such circumstances, the benefit of which is bound to be given to the respondents in accordance with clauses 13 of the agreement.
- 18.It is further submitted that the project "Park Elite Floor" has been marred with serious defaults and delays in the timely payment of instalments by the majority of customers. On the one hand, the respondents had to encourage additional incentives like 'Timely Payment Discounts' while on the other hand, delays in payment caused major setbacks to the development works. Hence, the proposed timelines for possession stood diluted. Construction of the project in question has been further marred by the circumstances beyond the control of the respondents such as ban on construction by the Hon'ble

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Supreme Court of India in the case titled as "M.C. Mehta v. Union of India", ban on construction by the Principal Bench of NGT in Vardhaman Kaushik v. Union of India and ban by Environment Pollution (Prevention and Control) Authority, EPCA, expressing alarm on severe air pollution level in Delhi-NCR. Further, the construction of the project has been marred by the present endemic, i.e., Covid-19, whereby, the Government of India imposed an initial country-wide lockdown on 24/04/2020 which was then partially lifted by the Government on 31/05/2020. Thereafter, a series of lockdowns have been faced by the citizens of India including the complainant and respondents herein. Further, during the period from 12.04.2021 to 24.07.2021, each and every activity including construction activity was banned in the State. Due to these unforeseeable circumstances and reasons beyond the control of the respondents, the construction got delayed and it took longer than expected to complete the construction of the project.

19.Complainant has been a chronic defaulter and miserably defaulted in adhering to the obligation of making the due payment. It is submitted that upon the failure of the complainant in making due payments as per the schedule agreed upon, it has a cascading effect on the operations and the cost for proper execution of the project increases exponentially and further causes enormous business losses to the respondents. It is further submitted that despite there being a number of defaulters in the project, respondent no. 1 had to infuse funds into the project and have diligently developed the project

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in question. That the respondents, despite defaults on part of the complainant, earnestly fulfilled its obligation under the builder buyer's agreement and completed the project as expeditiously as possible in the facts and circumstances of the case.

E ARGUMENTS OF COUNSEL FOR THE COMPLAINANTS AND THE COUNSEL FOR THE RESPONDENTS.

- 20. During the course of proceedings, the respondents had issued an offer of possession dated 02.08.2024 to the complainants after receipt of occupation certificate on 30.04.2024. Said offer of possession had been accepted by the complainants. However, during the course of proceedings dated 03.12.2024, learned counsel for the complainants had submitted that despite completing formalities qua taking over possession, the respondents have not handed over the keys of the booked unit to the complainants. Further that respondents have also not provided receivable and payable to complainants and also failed to pay the delay interest admissible to the complainants for the delay caused in handing over of possession. It is relevant to mention that the learned counsel for the complainants has not apprised the Authority the date as to when the formalities with regard to taking over possession have been completed.
- 21.In rebuttal, learned counsel for the respondents submitted that respondents had issued a valid offer of possession qua the unit in question to the complainants on 02.08.2024.Along with said offer letter, the respondents

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had provided a detailed statement of accounts as per which the complainants had to make payment of outstanding amount of ₹ 6,31,172/- to the respondents in lieu of booked unit. Th respondents had got calculated the delay interest admissible to the complainants and after deducting the outstanding amount, the total amount to be paid to the complainants on account of delayed interest worked out to ₹ 22,68,234/-. For payment of this amount, the respondents had issued two cheques dated 29.08.2024(each of ₹ 11,34,024/-) to the complainants. Said cheques have already been encashed by the complainants and also admitted before the Authority during the course of proceedings dated 03.12.2024. However, despite all these efforts by the respondents, it is the complainants who failed to take possession. The unit of the complainants is complete in all respects and ready for possession. Thus there seems to be no probable reason for the respondent to delay possession. However, it is the complainants who have intentionally delayed taking over possession.

In response, Ms Navneet, learned counsel for the complainants submitted that the complainant had filed parallel complaints before before Adjudicating Officer seeking compensation qua the unit in question. In adjudication of said complaint, an award had been passed and the payment of ₹ 22,68,234/- has been accepted by the complainants as compensation

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amount. The respondents have not made any payment to the complainants towards payment of delayed possession charges.

F. ISSUES FOR ADJUDICATION

22. Whether the complainants are entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that a unit bearing no. H6-04-GF had been booked by the original allottee, namely Mr. Manish Gupta, in the project of the respondents, "Park Elite Floor", situated at Faridabad. However, the original allottee could not continue with the project and vide agreement to sell dated 01.02.2010, the original allottee had transferred the booking rights qua the unit in question to the complainants. The respondents had issued a nomination letter dated 16.03.2010 in the name of the complainants. Thereafter, a builder buyer agreement was executed between the complainants and the respondents on 03.09.2010. The basic sale price of the unit was fixed at ₹ 19,69,366/- against which the complainants had paid a total amount of ₹ 24,43,694/-by 02.01.2011. It is the submission of the complainants that the respondents have delayed delivery of possession of the booked unit beyond stipulated time. Therefore, the complainants have

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filed the present complaint seeking possession of the booked unit along with delay interest.

24. As per clause 4.1 of the builder buyer agreement dated 03.09.2010 (later modified vide addendum dated 24.09.2010) possession of the unit should have been delivered within a period of 24 months from the date of execution of builder buyer agreement or payment of 35 % of total sale consideration and EDC/IDC charges, whichever is later. A period of 24 months from the date of execution of the agreement expired on 03.09.2012. 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. It is a matter of fact that the promoter did not apply to the concerned authority for obtaining completion certificate/occupation certificate within the time limit prescribed by the respondent/promoter in the floor buyer agreement i.e during the grace period from 04.09.2012 till 03.03.2013. 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 due date of possession works out to 03.09.2012.

25. The respondents have averred that the delay in delivery of possession has been due to force majeure conditions. Respondents have cited circumstances beyond its control such as NGT order prohibiting construction activity, ban on construction by Supreme Court of India in M.C Mehta v. Union of India, ban by Environment Pollution (Prevention and Control) Authority and Covid-19 as for the cause of delay. In its reply respondents have cited that National Green Tribunal had put a ban on construction activities in National Capital Region in the year 2016 thus causing delay in construction of the project in question. However, respondents have failed to attach a copy of the order of the National Green Tribunal banning the construction activities. It is noteworthy that in the captioned complaint possession of the unit should have been delivered by 03.09.2012 which is much prior to the proposed ban. Therefore, respondents cannot be allowed to take advantage of the delay on its part by claiming the delay caused due to statutory approvals/directions. Furthermore, COVID-19 outbreak hit construction activities post 22nd March 2020 i.e eight years after the due date of possession, therefore, as far as delay in construction due to outbreak of Covid-19 is concerned, respondents 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 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'

26.As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainants by 03.09.2012. However, respondents failed to complete construction of the project and deliver possession within stipulated time. Respondent had completed the construction of the project and issued an offer of possession to the complainants on 02.08.2024 after receipt of occupation certificate on 30.04.2024. Said offer of possession was not acceptable to the complainants since the respondents had failed to adjust the quantum of delay compensation admissible to the complainants on account of delay caused in

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delivery of possession. On the other hand, it is the contention of the respondents that the complainants had deliberately failed to take possession of the unit in question.

27.A bare perusal of the documents placed on record reveals that the respondents had issued the offer of possession dated 02.08.2024 after completion of all developmental works and receipt of occupation certificate. The photographs of the unit placed on record further shows that the unit in question was ready for habitation. Thus, the offer of possession dated 02.08.2024 was a valid offer of possession and there was no impediment in complainants having accepted the said offer. Although there had been an inordinate delay in delivery of possession, however, the complainants wished to continue with the project and take possession of the question. Thus for the delay caused in delivery of possession, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the booked unit, the complainants are also entitled to receive interest from the respondents on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainants. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

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(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"

28. Hence, Authority directs respondents 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 as on date works out to 10.85% (8.85% + 2.00%) from from the due date of possession till the date of a valid offer of possession.

29. 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 and the same works out to ₹ 31,27,231/as per details 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 02.08.2024 (in ₹) |
|---------|-------------------------------|--|---|
| I. | 24,01,499.17 | 03.09.2012 | 31,06,764/- |
| 2. | 24,856 | 02.01.2017 | 20,467/- |
| Total: | 24,26,355.17/- | | 31,27,231/- |

Herein, the complainant claims to have paid an amount of ₹ 24,43,695.33/-. Details of the paid amount have been mentioned in table at page no. 25 of complaint. Said details provide a total paid amount as ₹ 17,26,700.32/-. The date mentioned for each payment is also not correct. Respondents in its reply have attached receipts to the tune of ₹ 21,53,479.17/-. Said amount does not include one payment, i.e. ₹ 2,72,876/- paid on 14.07.2011. Upon inclusion of all receipts available in file, total paid amount comes to ₹ 24,26,355.17/-. As per offer of possession dated 02.08.2024, respondent

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has admitted paid amount as ₹ 24,43,695.33/-. Since delay interest is awarded till offer of possession, i.e. 02.08.2024, remaining amount of Rs 17,340.16/- (2443695.33-2426355.17) is not taken into consideration for calculation of delay interest.

- 30.In the captioned complaint, it is the submission of the respondents that the possession of the unit has already been handed over to the complainants and further on account of delay caused in delivery of possession, the respondents have paid an amount of ₹ 22,68,234/- to the complainants as delayed possession charges. The complainants have accepted the possession of the unit and admitted to having received the payment of ₹22,68,234/-. However, it is the contention of the complainants that despite executing the possession related documents the respondents have not handed over the keys of the unit in question and that the payment of ₹ 22,68,234/-. was made in lieu of compensation for the inordinate delay caused in delivery of possession and the suffering henceforth towards award passed in Complaint No. 871 of 2023,, filed before the Hon'ble Adjudicating Officer. This payment of ₹ 22 Lakh has not been made towards the delayed possession charges.
- 31.A bare perusal of the record reveals that the complainants had filed Complaint No. 871 of 2023 before the Hon'ble Adjudicating Officer seeking compensation on account of delay caused in delivery of possession. However, said complaint had been withdrawn by the complainants on



24.04.2025 as not being maintainable in view of the provisions of Section 71 of the Act read with Rule 29 of the HRERA Rules 2017. In said complaint, no award has been passed in favour of the complainants, in lieu of which the complainants could have claimed compensation from the respondents. Thus, the contention of the complainants that the payment of ₹ 22,68,234/-has been made as compensation for delay caused in delivery of possession is found to be devoid of merit. Fact of the matter is that the complainants had accepted the payment of ₹22,68,234/- from the respondents towards payment of delayed possession charges.

32. Further with regard to the relief sought vide relief clause (ii), (iii), (iv) and (vi) the complainants have failed to address the same in their written pleadings and/or during the course of oral arguments. Therefore, the Authority is unable to adjudicate upon these reliefs.

H. DIRECTIONS OF THE AUTHORITY

- 33. 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:
 - Complainants shall accept the physical possession of the unit within next 30 days after making payment of balance sale consideration, if any. The respondents shall not charge anything from the complainants

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which is not part of the agreement to sell. If any interest is payable or to be levied upon the complainants, the same should as per the rate prescribed in the RERA Act.

- ii. In the captioned complaint, the amount of delay interest admissible to the complainants has been calculated as ₹31,27,231/- (as mentioned in para 29 of this order). It is pertinent to mention that the respondents have issued two cheques to the tune of ₹22,68,234/- (each cheque dated 29.08.2024 for an amount ₹11,34,024/-) to the complainants. Said cheques have already been encashed by the complainants and also admitted before the Authority during the course of proceedings dated 03.12.2024.
- iii. <u>Disposed of</u>. File be consigned to record room after uploading on the website of the Authority.

DR. GEETA RATHEE SINGH [MEMBER]