



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint No:	577 of 2024
Date of Filing:	16.04.2024
First Date of Hearing:	01.10.2024
Date of Decision:	09.01.2026

Renu Yadav  
R/O House No.4054, Block-K,  
Sainik Colony, Sector-49,  
District Faridabad, Haryana, 121001.

....COMPLAINANT

VERSUS

Haryana Shehri Vikas Pradhikaran  
through its Estate Officer, Faridabad,  
HUDA Complex, Sector -12,  
Faridabad, Haryana, 121001.

....RESPONDENT

Coram: Sh. Chander Shekhar

Member

Hearing: 5<sup>th</sup>

Present: -

Mr. Dev Raj, Advocate, for the Complainant.

Mr. Arvind Seth, Advocate, for the Respondent through VC.

**ORDER:**

The present complaint dated 16.04.2024 has been filed by the 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	Sector-75, Faridabad
2.	Nature of the Project	Residential
3.	RERA Registered/not registered	Un-registered
4.	Details of the Unit	Plot No. 92 P
5.	Date of Allotment	11.08.2023
6.	Date of Builder Buyer Agreement	Not available


7.	Possession clause (Clause 4 and 5 of the allotment letter)	<i>The possession of the plot is hereby offered to you which will be delivered physically after you apply the same. After taking the physical possession of the plot by you, HSVP will not be responsible for any kind of encroachment and third litigation party pertaining to the plot. In case possession of the plot is not delivered by HSVP within 30 days after receipt of the application, HSVP will pay interest @ 5.5% (or as may be fixed by Authority from time to time) on the amount deposited by you till the date of delivery of possession. However such interest shall be payable for the period calculated after the expiry of 30 days as aforesaid and till the date of offer of possession.</i>
8.	Due Date of Possession	As per clause 4 and 5 of allotment letter dated 11.08.2023
9.	Basic Sale Consideration	₹1,43,28,500/-
10.	Amount paid by Complainant	₹1,43,28,500/-
11.	Offer of Possession	26.06.2025

## B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of the complaint are that the respondent invited bids for allotment of residential plots. The complainant interested in having a residential

plot for her family applied for it. She was allotted Plot no.92 P in Sector-75, Urban Estate, Faridabad measuring 179.77 sq. mtr. being the highest and successful bidder. As per the Letter of Intent (LOI) dated 26.11.2022, the total sale price of the plot was fixed as ₹1,43,28,500/-. Thereafter the complainant complied with the terms and condition of the Letter of Intent and made the entire payment for the plot in question to the respondent by 20.03.2023, for which a copy of the statement of account and receipts are attached at Annexures C-2 to C-7, Page nos. 21 to 27 of the complaint book. As per clause 5 of the Letter of Intent dated 26.11.2022, the allotment letter was to be issued by the respondent on making 100% payment of the bid amount and despite the fact that the complainant made the entire payment by 20.03.2023, still the respondent failed to issue allotment letter to the complainant. Thereafter the respondent issued the allotment letter dated 11.08.2023 i.e after delay of almost 5 months of making the entire payment by the complainant. As per clause 4 and 5 of the allotment letter dated 11.08.2023, the possession of the plot was to be delivered after the complainant applied for the same. In case the possession is not delivered by HSVP within a period of 30 days after the receipt of the application, HSVP will be liable to pay interest @5.5% on the amount deposited by the complainant till the date of delivery of possession. However, the respondent failed to offer possession within stipulated time.

4. Vide letter 16.08.2023, the complainant applied for possession of the plot and the same was rejected by the respondent on 24.08.2023 with

remarks on the website that 'no development at site". A copy of the rejection status dated 24.08.2023 shown on the website is annexed herewith as Annexure C-10. The complainant vide letter dated 10.10.2023 again requested for physical possession of the plot and also requested the respondent to pay interest against the full payment of plot but no avail. A copy of the letter dated 10.10.2023 is annexed herewith as Annexure C-11. The complainant vide letter dated 05.12.2023 again requested the respondent to pay interest against the full payment of plot made by her as per allotment letter/HSVP guidelines but no avail. A copy of the letter dated 05.12.2023 is annexed herewith as Annexure C-12. From the above facts, it is evident that till date the respondent has miserably failed to provide the physical possession of the plot in question despite the fact that the complainant made the entire payment way back in March 2023. It is submitted that due to non-development of the site and failure of the respondent to deliver actual, valid and legal physical possession of the plot, the complainant is suffering financially due to escalation in cost of construction material. The respondent has been utilizing a huge amount of  ₹1,43,28,500/- paid by the complainant during the period October 2022 till 20th March, 2023 and still she is empty handed as possession of the plot has not been handed over till date.

5. It is worth mentioning here that in case of delay in making the payment by the allottee, the respondent charges interest at the rate of 15% for the delayed period. There is clear deficiency in service and violation of terms

and conditions of Letter of Intent as well as Allotment Letter issued by the respondent and also provisions of the Real Estate (Regulation & Development) Act, 2016 and the rules framed thereunder. Thus, the complainant has filed a present complaint seeking possession of the plot bearing no. 92 P, Sector-75, Faridabad, along with delay interest for the delay caused in delivery of possession.

**C. RELIEF SOUGHT**

6. In view of the facts mentioned above, the complainant prays for the following reliefs:-

- i. To direct the respondent to hand over actual, legal and valid physical possession of the plot, after completing all development works, to the complainant;
- ii. To direct the respondent to pay interest for delayed possession at 10.85% (8.85% SBI highest MCLR + 2%), as provided under proviso to Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation & Development) Rules, 2017) to the complainant on the entire deposited amount of ₹1,43,28,500/- with effect from 21-03-2023 till legal and valid physical possession of the plot in question is handed over;
- iii. Any other relief, which this Hon'ble Authority may deem fit, in the facts and circumstances of the case.

*Csh*



**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

7. Upon receiving notice, the respondent filed detailed reply on 24.02.2025 pleading therein that the complainant has participated in the e-auction conducted by the answering respondent for auction of residential plots held on 19.10.2022 and the complainant after assessing the grounds related to the said e-auction submitted the bids for the residential plots. Letter of Intent was issued to the complainant on 26.11.2022. As per the terms and conditions of the said Letter of Intent, the complainant was required to deposit another 15% of the quoted bid of ₹21,49,275/- and the remaining 75% of the amount i.e. ₹1,07,46,375/- to be paid in lump sum without interest within a period of 120 days from the date of dispatch of said Letter of Intent to the complainant. It is further submitted that the offer of possession was issued to the complainant vide letter dated 11.08.2023. The allotment was made to the complainant by the answering respondent in terms of the Haryana Urban Development (Disposal of land and buildings) Rules and Regulations 1978, which has been enacted under the Haryana Urban Development Authority Act, 1977. It is to bring to the kind notice of this Hon'ble Authority that the said Haryana Urban Development Authority Act, 1977 received the assent of the President of India on 30.04.1977, therefore, the jurisdiction to entertain the present complaint is barred under the provisions of the HRERA Act, 2016 which came into existence much later to the Haryana Urban Development Authority Act, 1977. The provisions of

RERA Act, 2016 are not applicable in the cases where the land has been developed by way of acquisition under the Land Acquisition Act and thereafter it has been developed under the provisions of Haryana Urban Development Authority Act, 1977. The HUDA Act, 1977 has been enacted by the State Legislature vide Haryana Act No. 13 of 1977 with the aim and object to constitute a statutory authority in place of department of urban estate for ensuring the speedy and economic development of urban areas in the State of Haryana. The areas which have been developed under the provisions of HUDA Act, 1977 do not come under the purview of the HRERA Act, 2016. Therefore, the present complaint filed by the complainant is liable to be dismissed.

8. The complainant participated in the auction and submitted the bid, thereafter the plot was sold as per the terms of the allotment letter dated 11.08.2023. Therefore the condition of the allotment letter has been accepted without any objection. If there is any delay then the interest has to be given only as per the terms and conditions of the allotment letter.

9. That the development of Sector-75, Faridabad was started much prior to the enactment of HRERA Act, 2016, therefore, this Authority has no jurisdiction to entertain the present complaint in view of the Hon'ble Supreme Court of India judgment titled as "*M/s Newtech Promoters and Developers Pvt. Ltd Versus State of UP and others*" in Appeal Case Nos. 6745- 6749 of 2021 decided on 11 November, 2021.



**E. REJOINDER FILED BY THE COMPLAINANT**

10. The complainant has filed a rejoinder dated 14.11.2025 in which it is submitted that the complainant on 16.08.2023, had applied for physical possession of the plot and the same was rejected by the respondent on 24.08.2023 with remarks that 'no development at site', a copy of rejection status as shown on website is attached as Annexure C-10. Further, the complainant vide letter dated 10.10.2023 again requested for physical possession of the plot and requested the respondent to pay interest against the full payment of plot but of no avail. A copy of reminder is attached as Annexure C-11. The respondent has miserably failed to rebut the above factual position qua the rejection of handing over of the possession of plot in question due to non-development at site, which shows that till date the respondent has not completed the development works and is not in a position to provide the physical possession of the plot in question despite the fact that the complainant made the entire payment of ₹1,43,28,500/- by 20.03.2023, which fact has been duly admitted by the respondent in its reply. Thus, the letter dated 11.08.2023 allegedly vide which the offer of possession was issued by the respondent is without any basis and lacks merit. The contention of the respondent in its reply that the jurisdiction of the Hon'ble Authority is barred since the project has already been completed before coming into force of the RERA Act, 2016 is incorrect, wrong and not sustainable in the eyes of law. No documents/evidence about completion of the project before coming into force of RERA Act, 2016 have

been placed on record by the respondent. Again, the complainant vide letter dated 05.12.2023 requested for physical possession of the plot along with interest against the full payment of plot but of no avail. Thus, it is evident that till date the respondent has miserably failed to provide the physical possession of the plot in question despite the fact that the complainant made the entire payment way back in March, 2023. Further, the respondent issued a possession letter dated 26.06.2025, a copy of the same is annexed as Annexure C-14 which shows that the respondent had not completed development works till 26.06.2025. Therefore, the contention of the respondent that the project was completed prior to coming into force of RERA Act, 2016 is incorrect.

11. The contentions of the respondent that the areas developed under the HUDA Act, 1977 do not come under purview of the RERA Act, 2016 and that HUDA Act, 1977 prevails over the RERA Act, 2016 unless and until the former is repealed by the Parliament under Article 254 of the Constitution of India, are misconceived, incorrect and hence, denied. It is submitted that the Real Estate (Regulation and Development) Act, 2016 is a Central Act, enacted by the Parliament and came into force after assent was accorded by the President of India. Further Sections 88 and 89 of the RERA Act, 2016 read as under:

*"Section 88. Application of other laws not barred.-The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.*

*Section 89. Act to have overriding effect.-The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force”*

12. From above it is evident that the provisions of the RERA Act, 2016 shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Furthermore, Section 89 provides that the provisions of the RERA Act, 2016 shall have the effect, notwithstanding anything inconsistent therewith, contained in any other law for the time being in force. It is a settled law that if two enactments conflict and both contain a non-obstante clause, indicating its overriding effect, then the latter enactment prevails over the former enactment. The aims and objectives of HUDA Act, 1977 and RERA Act, 2016 are thus distinct and separate. Further, the Government of Haryana has never challenged applicability of RERA Act, 2016 and have rather framed Rules and Regulations under the RERA Act, 2016.

**F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:**

13. During the course of arguments, learned counsel for the complainant reiterated the arguments as were submitted in the complaint and rejoinder.

14. Learned counsel for the respondent reiterated the arguments as were submitted in reply. He further argued that the possession was offered by the respondent in August 2023, but the complainant has neither taken

possession nor has annexed any document showing that after the year 2023, why he has not taken possession till date. Further, he submitted that the development of Sector-75, Faridabad was started prior to RERA Act, 2016, therefore, this Authority has no jurisdiction to entertain the present complaint.

### **G. ISSUES FOR ADJUDICATION**

15. Whether the complainant is entitled to possession of the booked plot along with delay interest in terms of Section 18 of Act of 2016?

### **H. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT**

#### **H-I Objection regarding jurisdiction of this Authority to entertain the present complaint:**

16. One of the averments of respondent is that provisions of the RERA Act of 2016 will not apply on the projects completed prior to coming into force of RERA Act, 2016. In this regard, on perusal of allottee application status detail dated 24.08.2023 of the Junior Engineer, HSVP, Faridabad annexed as Annexure C-10 of the complaint, the Authority observes that the application status clearly states that there is 'no development at site'. This shows that the development works are still not complete at site and the argument of the respondent that the project was completed prior to coming into force of RERA Act, 2016 is not accepted. Thus the project of the respondent-promoter falls within the definition of ongoing projects.

17. Further, the Authority observed that after the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. The Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of agreements between the parties. In the present case, allotment of residential plot was made to the complainant vide allotment letter dated 11.08.2023 i.e., after coming into force of RERA Act, 2016. Thus, the Authority has jurisdiction to decide disputes between builders and buyers strictly in accordance with terms of allotment agreed between the parties in the allotment letter issued to the complainant.

18. Allotment of plot to the complainant is admitted by the respondent. Thus, terms agreed between the parties in said allotment letter is binding upon both the parties. As such, the respondent was under an obligation to hand over the possession on the deemed date of possession as per clause 4 and 5 of the allotment letter dated 11.08.2023 and in case, the respondent failed to give possession on the deemed date of possession, the complainant is entitled to delay interest at prescribed rate u/s 18(1) of RERA Act.

**H-II Objection regarding applicability of provisions of RERA Act, 2016 where land has been developed under the provisions of HUDA, Act, 1977:**

19. Learned counsel for the respondent contended that the provisions of RERA Act, 2016 are not applicable in the present case, where the land has been developed by the government developer (HUDA) under the provisions of

HUDA Act, 1977 and RERA Act is applicable only in cases where the flats and plot-buyers have grievances against the private developers.

20. Before adjudicating upon said issue, Authority considers it important to refer to the Preamble of RERA Act, 2016 and has reproduced below for reference:

*"Preamble: An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected connected therewith or incidental thereto."*

21. It is a settled principle of interpretation that the preamble is an introduction of a statute and states main aims and objects of enacting a statute. The preamble provides that it shall be the function of the Authority to ensure sale of plot, apartment or building in an efficient and transparent manner and to protect the interest of consumers in the real estate sector by establishing a mechanism for speedy dispute redressal. The Real Estate (Regulation and Development) Act, 2016 basically regulates relationships between buyers (i.e. allottee) and seller (i.e. promoter) of real estate i.e. plot, apartment or building, as the case may be and matters incidental thereto. Hon'ble Bombay High Court in the case "*Neelkamal Realtors Suburban Pvt. Ltd. and Ors. v. Union of India and Ors.* 06.12.2017-BOMHC" observed as below:



*"In my opinion RERA does not fall under Entry 42 in List III Concurrent List of the Seventh Schedule, namely, Acquisition and requisitioning of property. RERA fall under Entry 6, namely, Transfer of property other than agricultural land; registration of deeds and documents, Entry 7-contracts, including partnership, agency, contracts of carriage and other special forms of contracts, but not including contracts relating to agricultural land and Entry 46, namely, jurisdiction and powers of all courts, except the Supreme Court, with respect to any of the matters in List III-Concurrent list of the Seventh Schedule".*

22. The scope of this Act is limited to contracts between buyers and promoters and transfer to property. Both these items fall within the Concurrent List III: Entry-6 and Entry-7 read with Entry-46. This Act regulates the transactions relating to the sale of above-mentioned real estate products, for an orderly growth of real estate market, by protecting the interests of different stakeholders in a balanced manner and facilitating the consumer/buyer to make informed choices. Section 88 of the RERA, Act, 2016 clearly provides that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Furthermore, Section 89 provides that the provisions of this Act shall have the effect, notwithstanding anything inconsistent therewith, contained in any other law for the time being in force. Thus, there remains no ambiguity with respect to the fact that the Authority while adjudicating the complaints filed u/s 31 of the Act are only deciding the rights and obligations of the parties i.e. the

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Builder/Promoter/Developer and the allottee inter-se as per the agreement for sale entered into between them for sale of a real estate project.

## **I. OBSERVATIONS AND DECISION OF THE AUTHORITY**

23. After going through rival contentions of both the parties and perusing the documents placed on record, it is observed that in the year 2022, the respondent had invited bids for allotment of residential plots in Sector-75, Faridabad, being developed by the respondent. The complainant had applied for booking a residential plot in the said project and upon being successful bidder, the complainant vide letter of intent dated 26.11.2022 was allotted a residential plot no. 92 P, measuring 179.77 Sq Mtr in Sector-75, at Urban Estate, Faridabad. As per the letter of intent, the total sale price of the plot was fixed as ₹1,43,28,500/- against which the complainant had made a payment of ₹1,43,29,500/- as per receipts attached with the complaint book. Thereafter, the respondent issued an allotment letter dated 11.08.2023. As per Clauses 4 and 5 of the allotment letter, the respondent was supposed to deliver possession of the plot within a period of 30 days after the complainant applied for the same. However, the respondent failed to deliver the possession of the said plot within stipulated time. Thus, constraining the complainant to file the present complaint seeking valid possession of plot no. 92 P along with interest for the delay caused in delivery of possession. A bare perusal of the Allotment letter dated 11.08.2023 reveals that the respondent had asked the complainant to visit the site

office within 30 days to take physical possession of plot no. 92 P. In compliance of the same, the complainant has applied for possession vide letter dated 16.08.2023 which was rejected by the respondent on 24.08.2023 by stating that "no development at site" The Allotment letter issued by the respondent on 11.08.2023 appears to be premature and invalid. The respondent, having issued the Allotment letter, implied that the site was ready for possession. However, the complainant's request for possession was rejected based on the grounds of inadequate development which indicates that the site was not actually ready for possession. Therefore, the offer of possession made by the respondent was misleading and non-compliant with the principles of the RERA Act.

24. On the basis of the facts, pleadings and terms of the allotment letter, the respondent has failed to handover the possession on the deemed date i.e., 17.09.2023. On failure to the contractual obligations by the respondent, the complainant will be entitled to the following two remedies u/s 18 of RERA Act, 2016 i.e.,

- Csh* i. In the event, the allottee wishes to withdraw from the project, he/she shall be entitled without prejudice to refund of the amount paid along with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

- ii. In the event, the allottee does not intend to withdraw from the project, he/she shall be paid by the promoter interest for every month of delay till the handing over of the possession, at such rate as may be prescribed.

25. In the present case, the complainant wishes to continue with the project and insists upon the relief of handing over of the possession along with delayed interest. In these circumstances, the 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 plot, the complainant is entitled to receive interest from the respondent 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 complainant.

26. Now with regard to the period for which delay interest is admissible to the complainant, the Authority observed that as per clause 5 of the allotment letter, in case the possession of the plot is not delivered by the respondent within 30 days after receipt of application from the complainant, the respondent will be liable to pay the delayed interest on amount deposited by the

*Cgk* complainant till the date of valid offer of possession or delivery of possession. In the present case, the respondent has issued an offer of possession on 26.06.2025, a copy of which is attached as Annexure C-14 by the complainant in rejoinder. Meaning thereby the complainant herself has accepted the said offer of possession. Also she has no objection to the said offer in her pleadings, she has contended the period for delayed possession prior to the date of offer of

possession i.e. 26.06.2025. Hence, the said offer is a valid offer of possession in the eyes of law. But the respondent has issued the said offer after a huge delay of almost two years for which the complainant is entitled to delay interest on the entire paid amount i.e. from 17.09.2023 to 26.06.2025.

27. 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(z) 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;*

*Csh*

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 (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"*

28. Hence, the Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to be 10.80% (8.80% + 2.00%) from the due date of possession till the date of offer of possession i.e. from 17.09.2023 to 26.06.2025.

29. Considering the above facts, delay in handing over of the possession of the unit has been established. Therefore, the respondent is liable to pay interest to the complainant on account of delay in delivery of possession from the deemed date of possession i.e., 17.09.2023 till the date of offer of possession i.e. 26.06.2025 at the rate prescribed in Rule 15 of the

*Csh* → HRERA Rules, 2017.

30. 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 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 26.06.2025 (in ₹)@ 10.80% p.a rate of interest
1.	₹1,43,29,500/-	17.09.2023	₹27,51,735/-

The complainant pleaded for grant of delayed interest on an amount of ₹1,43,28,500/-. However, on perusal of the payment receipts placed on record, it is evident that the total amount actually paid by the complainant comes to ₹1,43,29,500/- . In accordance with Section 18 of the Real Estate (Regulation and Development) Act, 2016, interest is payable on the actual amount paid by the allottee. Accordingly, the Authority deems it appropriate to award delayed interest on the amount of ₹1,43,29,500/-.


#### **J. DIRECTIONS OF THE AUTHORITY**

31. 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 the complainant upfront amount of ₹27,51,735/- within 90 days from the date of uploading of this order.

- ii. The respondent is directed to hand over the physical possession of the flat to the complainant within 90 days from passing of this order and to execute conveyance deed accordingly.
  - iii. The complainant is also directed to approach the respondent to take possession and to execute conveyance deed.
  - iv. A period of 90 days is given to both parties 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.
32. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.

09.01.2026  
Gaurav Saini  
(Law Associate)

  
.....  
(CHANDER SHEKHAR)  
MEMBER