



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	614 of 2024
Date of filing:	30.04.2024
Date of first hearing:	23.07.2024
Date of Decision:	09.12.2025

Meena Kumari  
DB-66, Shiv Colony, Railway Road,  
Palwal, Haryana-121102

....COMPLAINANT

VERSUS

M/s. Omaxe Pvt. Ltd.  
Shop no. 19-B, 1<sup>st</sup> floor, Omaxe Celebration Mall  
Sohna Road, Gurgaon-122001

....RESPONDENT

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

**Date of decision: 09.12.2025**

**Present:** Adv. Anuj Chauhan, Ld. Counsel for Complainant through VC  
Adv. Munish Gupta, Ld. Counsel for Respondent through VC

**ORDER**

1. Present complaint was filed on 30.04.2024 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 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, the details of sale consideration, amount paid by 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	Omaxe Shubhangan located at Bahadurgarh
2.	Unit no.	VHBH/Tower-6/First/103
3.	Date of allotment letter	08.12.2010
4.	Date of agreement for sale	19.05.2017
5.	Deemed date of possession	19.04.2019 <b><u>Clause 40(a)</u></b> <i>"The Company shall complete the development/construction of the Unit/Project within 18 (Eighteen) months from the date of signing of this</i>



		<i>Agreement by the Buyer(s) or within an extended period of 6 (Six) months</i>
6.	Total sale Price	Rs. 22,30,750/-
7.	Amount paid by complainant	Rs. 22,51,115/-
8.	Option for offer of possession	08.09.2020 and 13.11.2020
9.	Occupation certificate	Not received

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

3. Facts of the complaint are that Mr. Ishwar Singh booked a unit in the year 2012 in respondent's project namely 'Omaxe Shubhangan' Bahadurgarh. Thereafter, rights of unit got transferred in the favor of Mr. Sandeep Pahuja and Bahartdeep Grover and vide request form they transferred rights of the unit to complainant i.e. Mrs. Meena Kumari. Allotment/agreement letter dated 26.02.2014 was issued for unit no. VHBH/TOWER-6/FIRST/103. Complainant had paid Rs. 22,51,115/- till 13.09.2019 against basic sale price of Rs. 20,24,750/-
4. That the respondent furnished the copies of builder buyer agreement along with forwarding letter dated 26.02.2014 to complainant for execution, which were duly executed by the complainant and returned to the respondent accordingly. However, respondent failed to return the complainant's copy of builder buyer agreement after execution. Respondent having possession of the copies of builder buyer agreement signed by the complainant filled the belated date in the builder buyer

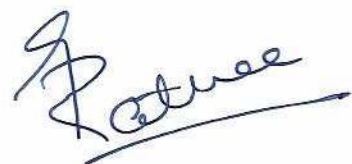


agreement i.e., 19.05.2017 rather than the execution date i.e., 26.02.2014 without informing or consulting the complainant.

5. As per the clause 40(a) of the agreement date of handing over possession was within 24 months (including 6 months grace period) from the date of execution of the agreement i.e. by 25.02.2016. However, respondent has been at default in granting the possession of the unit and the construction of the project is not yet complete. Therefore, complainant is seeking delayed possession interest from 25.02.2016 till the date of its actual possession.
6. Respondent issued offer of possessions dated 08.09.2020, 13.11.2020 and 15.01.2024 to the complainant however, same were not valid as same were without receiving of occupation certificate. Respondent further unlawfully attempted to extort more money from the complainant under the deceit of possession without even complying with the laws.
7. That complainant is ready to make the further payments due, if any, as per the agreed terms and conditions of the executed agreement for sale and further seeks the possession of the said unit, along with delayed possession charges at prescribed rate from 25.02.2016 till date of actual possession.

### **C. RELIEF SOUGHT**

Complainant in its complaint has sought following reliefs:

A handwritten signature in blue ink, appearing to read 'R. S. Rao', is written over a horizontal line.

- i. Direct the respondent to make the payment of the delayed possession charges at prescribed rate from the date of default, i.e., 25.02.2016, till date of its actual date of possession.
- ii. Direct the respondent to deliver the possession of the allotted unit in the said project after receipt of all the necessary approvals including occupation certificate.
- iii. It is most respectfully prayed that this Hon'ble Authority be pleased to order the respondent to pay Rs. 60,000/- for cost of present complaint in favor complainant and against the respondent.
- iv. Pass such other or further order(s), which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case

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


Learned counsel for the respondent filed reply on 12.11.2024 pleading therein:

8. The respondent stated that the alleged dispute ought to be referred to Arbitration under Section 8 of the Arbitration & Conciliation Act, 1996 [as amended vide the Arbitration & Conciliation (Amendment) Act, 2015] in terms of clause 62 of the agreement. The respondent prays that matter be referred to arbitration as not only does the amended Section 8 of the Arbitration & Conciliation Act, 1996 make it mandatory to refer disputes to arbitration notwithstanding any judgment of any court but also due to fact that present case raises complex questions of fact and



would involve detailed evidence. Hence, this Hon'ble Authority does not have jurisdiction to entertain the present complaint.

9. That Hon'ble Authority has no territorial jurisdiction to entertain and try the present complaint. Since, the parties have agreed vide clause 63 of the agreement exclude the jurisdiction of all other courts except the courts at Bahadurgarh and Delhi, this Hon'ble Authority cannot be said to have jurisdiction to adjudicate the present complaint therefore, complaint deserves to be dismissed.
10. That the complaint is barred by law of limitation, as per complainant's version, the last payment was made by the complainant in the year 2019. Thus, the complaint is time barred, thus, deserves to be dismissed on this score alone.
11. The complaint is not maintainable before this Hon'ble Authority and thus, the same deserves to be dismissed. It is submitted that the booking of the unit in question pertains to the year 2012, i.e. prior to coming into being of Real Estate (Regulation & Development) Act-2016 and moreover, the project being not RERA Registered, filing of complaint before this Hon'ble Authority is not sustainable and in view thereof, the complaint deserves to be dismissed on this ground alone.
12. The unit in question was booked by Ishwar Singh after submitting the application form in year the 2012, from whom Mr. Sandeep & Bharat deep got transferred the rights qua the unit in their favor and thereafter,





in year 2013, documents were submitted for assignment of rights of the unit, in favor of the complainant by the said Mr. Sandeep & Bharat Deep. That on 03.02.2014 the unit in question was allotted to complainant.

13.Regarding belated date at the agreement for sale i.e., 19.05.2017 rather than the execution date i.e., 26.02.2014. It is submitted that the buyer agreement was forward to the complainant in 2014 however the complainant herself failed to execute the same with in stipulate period and therefore, the same was executed in 2017. It is relevant to point out here that the complainant has tried to mislead this Hon'ble Authority, by mentioning the period of handing over of possession to be 25.02.2016. It is submitted that admittedly, in view of clause 40(a) of the agreement 19.05.2017, the development period/construction period is 24 months including grace period of 6 months.

14.That the complainant is herself a defaulter in the present complaint as various reminders and demand letters were sent to the complainant, for the payment of the due amount, on 01.07.2013, 16.07.2013, 16.02.2017, 16.03.2017, 17.04.2017, 02.05.2017, 17.06.2017, 19.09.2017, 03.10.2017, 09.03.2018, 03.05.2018, 09.04.2018, 04.06.2018, 03.08.2018, 06.09.2018, 03.10.2018, 05.01.2019, 06.03.2019, 02.05.2019, 04.06.2019, 13.04.2021. The unit met with cancellation various times due to non-payment of outstanding dues by the



complainant.

15. Offer of fit-out for possession has already been issued to the complainant way back on 11.03.2020, Therefore, the question of possession along with other reliefs does not arise at all, at this stage. Thus, the complaint deserves to be dismissed on this ground alone.

16. Complainant is not entitled for any interest, compensation etc., as it is the complainant who is defaulter and it is the complainant who has submitted his own unwillingness, by not depositing the due amount, if there is delay to handed over in possession, Thus the complainant is entitled to compensation qua delay, as per clause 40(g) of the agreement. Thus, filing of complaint seeking compensation under the provisions of RERA Act, 2016 is not maintainable and thus, the same is liable to be dismissed.

17. It was further submitted that although the time stipulated, under the agreement, lapsed; however, since March 2020, on account of COVID-19, the Real Estate Sector has suffered a major setback, on account of unprecedented force majeure conditions, therefore, further delay is on account of bona fide reasons. It was accordingly prayed that complaint is liable to be dismissed.

**E. ARGUMENT OF LEARNED COUNSEL FOR COMPLAINANT  
AND RESPONDENT**

During oral arguments learned counsel for the complainant and





respondent reiterated arguments as mentioned in their written submissions.

**F. ISSUES FOR ADJUDICATION**

Whether the complainant is entitled for physical possession of unit along with delay interest on account of delay of physical possession of the unit in question.

**G. FINDINGS ON THE OBJECTIONS RAISED BY RESPONDENT**

**G.1. Objection regarding territorial jurisdiction**

One of the preliminary objection of respondent is that Authority does not have territorial jurisdiction to entertain and try the present complaint in as much as the parties have agreed to exclude the jurisdiction of all other courts except the courts at Bahadurgarh and Jhajjar. In this regard it is observed that as per notification no. 1/92/2017/ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Panchkula shall be entire Haryana except Gurugram District for all purpose. In the present case the project in question is situated within the planning area Bahadurgarh, therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

**G. 2 Objection raised by the respondent stating that dispute ought to be referred to Arbitration under Section 8 of the Arbitration & Conciliation Act, 1996 (as amended in 2015)**



Respondent raised another objection that dispute ought to be referred to Arbitration under Section 8 of the Arbitration & Conciliation Act, 1996 (as amended in 2015). With regard to this objection, Authority is of the opinion that jurisdiction of the Authority cannot be fettered by the existence of an arbitration clause in the agreement as it may be noted that Section-79 of the RERA Act, 2016 bars the jurisdiction of civil courts about any matter which falls within the purview of this Authority or the Real Estate Appellate Tribunal. Thus the intention to render such disputes as non-arbitrable seems to be clear. Also, Section 88 of the RERA Act, 2016 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.

Authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly on *National Seeds Corporation Ltd. v. M. Madhusudhan Reddy and Anr. (2012) 2 SCC 506*, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the Authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause.

Further, in *Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, the National





Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainants and builder could not circumscribe the jurisdiction of a consumer. The relevant paras are reproduced below:

*"49. Support to the above view is also lent by Section 79 of the recently enacted Real Estate (Regulation and Development) Act, 2016 (for short the Real Estate Act"), Section 79 of the said Act reads as follows-*

*"79. Bar of jurisdiction - No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act."*

*It can thus, be seen that the said provision expressly ousts the jurisdiction of the Civil Court in respect of any matter which the Real Estate Regulatory Authority, established under Sub-section (1) of Section 20 or the Adjudicating Officer, appointed under Sub-section (1) of Section 71 or the Real Estate Appellant Tribunal established under Section 43 of the Real Estate Act, is empowered to determine. Hence, in view of the binding dictum of the Hon'ble Supreme Court in A. Ayyaswamy (supra) the matters/disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which, to a large extent, are similar to the disputes falling for resolution under the Consumer Act*

*.....*

*56. Consequently, we unhesitatingly reject the arguments on behalf of the Builder and hold that an Arbitration Clause in the afore-stated land of Agreements between the Complainants and the Builder cannot circumscribe the jurisdiction of a Consumer Fora, notwithstanding the amendments made to Section B of the Arbitration Act."*

While considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause





in the application form, the Hon'ble Supreme Court in case titled as *M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017* decided on 10.12.2018 has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the Authority is bound by the aforesaid view. The relevant para of the judgement passed by the Supreme Court is reproduced below:

*"25. This Court in the series of judgments as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration Act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection Act on the strength of an arbitration agreement by Act, 1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainant has also been explained in Section 2(c) of the Act. The remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."*

Furthermore, Delhi High Court in 2022 in *Priyanka Taksh Sood V. Sunworld Residency, 2022 SCC OnLine Del 4717* examined provisions that are "Pari Materia" to section 89 of RERA act; e.g. S. 60 of



Competition act, S. 81 of IT Act, IBC, etc. It held "there is no doubt in the mind of this court that giving a purposive interpretation to sections 79, 88 and 89 of the RERA Act, 2016 there is no bar under the RERA Act, 2016 from application of concurrent remedy under the Arbitration & Conciliation Act, and thus, there is no clash between the provisions of the RERA Act and the Arbitration & Conciliation Act, as the remedies available under the former are in addition to, and not in supersession of, the remedies available under the Arbitration & Conciliation Act." Remedies that are given to allottees of flats/apartments are therefore concurrent remedies, such allottees of flats/apartments being in a position to avail of remedies under the Consumer Protection Act, 1986, RERA as well as the triggering of the Code.

Therefore, in view of the above judgments and considering the provisions of the Act, the Authority is of the view that complainants are well within right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and Real Estate (Regulation and Development) Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this Authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily. In the light of the above-mentioned reasons, the authority is of the view that the objection of the respondent stands rejected.





**G.3. Objection raised by respondent that the present complaint is barred by limitation**

Respondent had raised objection regarding maintainability of the complaint on ground of that complaint is barred by limitation. In this regard the Hon'ble Apex Court in Civil Appeal no. 4367 of 2004 *titled as M.P Steel Corporation v/s Commissioner of Central Excise* has held that the Limitation Act applies only to courts and not to the tribunals.

Relevant para is reproduced herein:

*" 19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."*

Authority observes that the Real Estate Regulation and Development Act, 2016 is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Indian Limitation Act 1963, thus, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority established under the Act is a quasi-judicial body and not Court. Therefore, in view of above objection of respondent with respect to the fact that complaint is barred by limitation is rejected.

**H. OBSERVATIONS OF THE AUTHORITY**

18.Proceeding on the merits of the case, it is not disputed between the





parties that vide request form rights of unit transferred in favor of complainant i.e. Mrs. Meena Kumar from Sandeep Pahuja and Bharat Deep Grover. Allotment/agreement signing letter dated 26.02.2014 and allotment/agreement executed letter dated 20.06.2019 was issued in favor complainant. Agreement for sale executed between complainant and respondent on 19.05.2017 for unit no. 103, tower no.6, first floor in the respondent's project namely 'Omaxe Shubhangan' Bahadurgarh. Complainant had paid Rs. 22,51,115/- against basic sale price of Rs. 20,24,740/-

19. Complainant is aggrieved by the fact that valid possession has not been offered to complainant within stipulated time. Therefore, complainant is seeking possession along with delay interest.
20. Perusal of clause 40(a) of agreement for sale reveals that respondent was obligated to handover the possession of unit within 24 months including 6 months of grace period from the date of signing of the agreement i.e. by 19.05.2019. However, it is not disputed that no valid offer of possession was made to complainant till 19.05.2019 and option for offer of possession dated 08.09.2020 and 13.11.2020 were offered without occupation certificate.
21. Respondent in its reply stated that possession of unit was subject to force majeure condition Covid -19. With regard to respondent's defence of Covid-19 Authority observes that as per clause 40(a) of agreement



of sale respondent was obligated to handover the possession of unit by 19.05.2019, whereas Covid-19 outbreak hit construction activities post 22.03.2020 i.e. after the lapse of due date of possession. Possession of the unit had already been delayed even before the Covid-19 halted construction. Respondent had failed to construct the project on time and deliver possession to the complainant. Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondent cannot be allowed to claim benefit of Covid-19 outbreak as a force majeure condition. Further, reliance is also placed on judgment 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."*

In view of the observations made by Hon'ble Delhi High Court this defence of respondent is non sustainable. It is pertinent to highlight here that respondent has already been allowed a grace period of 6 months as per clause 40(a) of agreement for sale. Therefore, no occasion is made out for grant of any further grace period over and above the already considered grace period of 6 months. Hence, possession should have been offered latest by 19.05.2019.

22. Further, respondent has taken defence that complainant defaulted in making payments and alleged that it had sent numerous letters to complainant to pay the outstanding dues. In this regard, as observed by the Authority in the para 20 of this order deemed date of possession comes out to 19.05.2019 meaning thereby complainant was obligated to pay till 19.05.2019. Whereas valid possession was not offered to complainant till 19.05.2019. Complainant had paid substantial amount of Rs.22,51,115/- till 13.09.2019 against total sale consideration of Rs. 22,30,750/- which is more than total sale consideration. Therefore, respondent's defence that complainant defaulted in making payment stands rejected.

23. In view of aforesaid observations it is established that respondent failed to fulfill its obligation to handover valid possession within stipulated





time as provided in the agreement for sale i.e. by 19.05.2019. There is an apparent violation of Section 11(4)(a) of the RERA Act, 2016. In such circumstances, provisions of Section 18 (1) comes into play, as per Section 18(1) of RERA Act, 2016 allottee may either choose to withdraw from the project and demand refund of the amount paid or may continue with the project and seek interest on account of delay in handing over possession. In the present case complainant wish to continue with the project, therefore is entitled to interest on account of delay in handing over possession. Authority hereby concludes that the complainant is entitled for the delay interest at prescribed rate from the due date i.e. 19.05.2019 till the date on which a legally valid offer of possession is made to complainant after obtaining occupation certificate from the competent Authority. 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;*

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

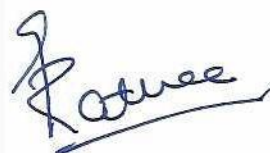
*"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India 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".*

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 i.e. 09.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.
25. Authority has calculated the delay interest on the total paid amount from the deemed date of possession or date of payment whichever is later till the date of this order i.e. 09.12.2025 at the rate of 10.85% and said amount works out to be Rs.15,98,815/- as per detail given in the table below:



Sr.No.	Principal Amount in (Rs.)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 09.12.2025(Rs.)
1.	211887	15.06.2019	149276
2.	100000	13.09.2019	67775
3.	1939228	19.05.2019	1381764
	Total Principle amount= Rs. 22,51,115/-		Interest= Rs. 15,98,815/-
	Monthly interest= Rs. 20,075/-		

26. Complainant is also seeking Rs. 60,000/- for litigation expenses. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "**M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.**" has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking litigation expenses.





## **I. DIRECTIONS OF THE AUTHORITY**

27. 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 Rs.15,98,815/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, monthly interest of Rs.20,075/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.
- (ii) Respondent shall make a legally valid offer possession of the unit to complainant within 30 days from the date of obtaining occupation certificate. Complainant shall accept the same within next 30 days.
- (iii) Complainant will remain liable to pay balance consideration amount, if any, to the respondent at the time of offer of possession. However, respondent shall not charge anything that is specifically not a part for agreement for sale.



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



Dr. GEETA RATHEE SINGH  
[MEMBER]

